CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
OCTOBER 7, 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.

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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:** Housing America Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

B. **Proclamation:** Domestic Violence Awareness Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

C. **Proclamation:** Indigenous Peoples' Day

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

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:** Housing Commission

STAFF RECOMMENDED ACTION:

1. Councilmember Aslan to make one appointment to a Builders and Real Estate Professional - Realtor position.

8. LIQUOR LICENSE PUBLIC HEARINGS

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

STAFF RECOMMENDED ACTION:

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

The City Council has the option to:

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

A. **Consideration and Action on Liquor License Application:** John Stephan Dolan "The Porch Flagstaff", 360 W. Forest Meadows Street, Series 12 (Restaurant), New License

STAFF RECOMMENDED ACTION:

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

9. CONSENT AGENDA

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

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

A. **Consideration and Approval of Contract:** Approval of cooperative purchase from RWC International DBA RWC Group for Public Works and Water Services Divisions under State of Arizona - Arizona Department of Transportation (ADOT) Contract No. CTR069476 in the amount of $626,043.42

- One (1) 10-wheel plow truck - Public Works - $430,647.12
- One (1) 6-wheel dump truck - Water Services - $195,396.30

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase of one (1) plow truck for the Streets section and one (1) dump truck for Water Services from RWC International for the amount of $ 626,043.42; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Ratify Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for the construction of a Snow Removal Equipment Building (SREB) - Phase 2.

STAFF RECOMMENDED ACTION:

Ratify the Grant Agreement with the Federal Aviation Administration for the Airport Snow Removal Equipment Building - Phase 2 for grant funds in the amount of $5,772,047.

C. **Consideration and Approval of Contract:** Cooperative purchase through State of Arizona cooperative contract #CTR062609 with MSS Business Transformation Advisory, Inc. for CAD/RMS Migration Consulting.

STAFF RECOMMENDED ACTION:

1. Approve a cooperative purchase through State of Arizona cooperative contract #CTR062609 with MSS Business Transformation Advisory, Inc. in the amount of $150,000, plus the current local tax rate; and
2. Authorize the City Manager to execute all necessary documents.

D. **Consideration and Approval of Contract**: Approve the Software Agreement with Emphasys Computer Solutions, Inc. in the amount of $363,406.00, plus the current local tax rate for Elite Cloud Migration.

STAFF RECOMMENDED ACTION:

1. Approve the five-year Software Agreement with Emphasys Computer Solutions, Inc. (Emphasys) for implementation and software maintenance in the amount of $363,406.00, plus the current local tax rate; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Meeting Cancellations**: Work Session of November 11, 2025 and Work Session of November 25, 2025

STAFF RECOMMENDED ACTION:

Cancel the Work Session of November 11, 2025 and Work Session of November 25, 2025

F. **Consideration and Approval of Contract:** Five-year contract through Cooperative Contract Sourcewell #101223-AXN for the AXON Officer Safety Plan Bundle.

STAFF RECOMMENDED ACTION:

1. Approve the five-year contract for the AXON Officer Safety Plan Bundle in the amount of $3,579,459.40 through Cooperative Contract Sourcewell #101223-AXN to AXON for the AXON AB4 Flex POV, the AXON Taser 10 equipment and related software licenses. In FY 2025-26 we will be required to pay $486,338.29 and $773,280.26 every year after for four (4) years; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** This contract with **SWCA**, Incorporated DBA SWCA Environmental Consultants, will initiate an update to the Greater Flagstaff Region **C**ommunity **W**ildfire **P**rotection **P**lan.

STAFF RECOMMENDED ACTION:

1. Staff recommends City Council approve this contract with SWCA with payment not to exceed $259,390.00.
2. Authorize the City Manager to execute all necessary documents.

H. **Consideration and Approval of Contract:** This contract with SWCA will implement heritage surveys required for prescribed fire clearance across priority areas of the Flagstaff Ranger District, Coconino National Forest.

STAFF RECOMMENDED ACTION:

1. Staff recommends City Council approve this contract with SWCA with payment not to exceed $1,210,591.00.
2. Authorize the City Manager to execute all necessary documents.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2025-46 and Ordinance No. 2025-19:** 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-25-00028 - High Occupancy Housing Update" 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. 2025-46
2. Read Ordinance No. 2025-19 by title only for the final time
3. City Clerk reads Ordinance No. 2025-19 by title only (if approved above)
4. Adopt Ordinance No. 2025-19

B. **Consideration and Approval of Planned Residential Development allowances and modifications to Engineering Standards:** STL 405, LLC requests Planned Residential Development (PRD) allowances and Engineering modifications for "STL 405 -- Pine Canyon Expansion", a 54-lot subdivision on 77.7 acres in the Rural Residential (RR) Zone within the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

Approve the use of PRD standards subject to the following conditions:

1. If a conditional use permit for the golf course facility is not granted, all reference to the golf course use must be removed on all future submittals and an alternative PRD design element shall be elected by the applicant. The Planning Director shall determine compliance with the design element elected.

Approve the requests for modifications to Engineering Standards #1-4 subject to the following conditions:

1. Civil engineering plans and final plat for STL 405 Pine Canyon Expansion must meet the recommended conditions of approval as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

Deny the request for modification to Engineering Standards #5 as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

11. PUBLIC HEARING ITEMS

1. Open the Public Hearing
2. Presentations (Staff and/or Applicant)
3. Council Questions
4. Public Comment
5. Close the Public Hearing
6. Council Deliberation and Action

A. **Consideration and Adoption of Resolution No. 2025-54, Resolution No. 2025-55, and Ordinance No. 2025-21:** A resolution of the Flagstaff City Council, repealing Resolution No. 2017-03 related to ParkFlag District fees; repeal of conflicting resolutions; and establishing an effective date; a resolution of the Flagstaff City Council declaring as a public record that certain documents filed with the City Clerk and entitled "2025 ParkFlag Code Amendments"; and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, to establish parking and permit fees for the ParkFlag District, and Title 9 Traffic, to update provisions related to the Comprehensive Parking Management Program and duties of the Office of the Parking Manager; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the October 7, 2025 Council Meeting:
1) Read Resolution No. 2025-54 by title only
2) City Clerk reads Resolution No. 2025-54 by title only (if approved)
3) Read Resolution No. 2025-55 by title only
4) City Clerk reads Resolution No. 2025-55 by title only (if approved)
5) Read Ordinance No. 2025-21 by title only for the first time
6) City Clerk reads Ordinance No. 2025-21 by title only (if approved above)

At the October 21, 2025 Council Meeting
7) Adopt Resolution No. 2025-54
8) Adopt Resolution No. 2025-55
9) Read Ordinance No. 2025-21 by title only for the final time
10) City Clerk reads Ordinance No. 2025-21 by title only (if approved above)
11) Adopt Ordinance No. 2025-21

12. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2025-48:** A resolution of the Flagstaff City Council, approving an amendment to the Intergovernmental Agreement between the Summit Fire and Medical District; the Highlands Fire District; and the City of Flagstaff for joint hiring and promotional processes.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-48 by title only
2. City Clerk reads Resolution No. 2025-48 by title only (if approved above)
3. Adopt Resolution No.2025-48

B. **Consideration and Adoption of Resolution No. 2025-52 and Ordinance No. 2025-20:** 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 and entitled "2025 Amendments To Flagstaff City Code, Title 13, Engineering Design Standards And Specifications For New Infrastructure" and an Ordinance of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 13, Engineering Design Standards And Specifications For New Infrastructure.

STAFF RECOMMENDED ACTION:

At the October 7, 2025, Council Meeting:

1. Read Resolution No. 2025-52 by title only
2. City Clerk reads Resolution No. 2025-52 by title only (if approved above)
3. Read Ordinance No. 2025-20 by title only for the first time
4. City Clerk reads Ordinance No. 2025-20 by title only (if approved above)

At the October 21, 2025, Council Meeting:

1. Adopt Resolution No. 2025-52
2. Read Ordinance No. 2025-20 by title only for the final time
3. City Clerk reads Ordinance No. 2025-20 by title only (if approved above)
4. Adopt Ordinance No. 2025-20

C. **Consideration and Adoption of Resolution No. 2025-51:** A resolution of the Flagstaff City Council establishing an amount of effluent/reclaimed water to be released into the Rio de Flag subject to advanced water purification technogical options, regulations and availability.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-51 by title only
2. City Clerk reads Resolution No. 2025-51 by title only (if approved above)
3. Adopt Resolution No. 2025-51

D. **Consideration and Adoption of Resolution No. 2025-50:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) between the State of Arizona through the Arizona Department of Transportation and City of Flagstaff for the Arizona State Match Advantage for Rural Transportation (AZ SMART) Match Reimbursement for the Downtown Mile Safety and Connectivity Improvement Project.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-50 by title only
2. City Clerk reads Resolution No. 2025-50 by title only (if approved above)
3. Adopt Resolution No. 2025-50

E. **Consideration and Adoption of Resolution No. 2025-49:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement for a Cooperative Purchasing Agreement between the Arizona Board of Regents for and on behalf of Northern Arizona University to pursue a range of clean energy projects to meet carbon neutrality goals.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-49 by title only
2. City Clerk reads Resolution No. 2025-49 by title only (if approved above)
3. Adopt Resolution No. 2025-49

F. **Consideration and Adoption of Resolution No. 2025-47:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) between the City of Flagstaff and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT) for the design and construction of a traffic signal at the intersection of W. Route 66 and Woody Mountain Road.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-47 by title only
2. City Clerk reads Resolution No. 2025-47 by title only (if approved above)
3. Adopt Resolution No.2025-47

G. **Consideration and Adoption of Resolution No. 2025-53:** A resolution of the Flagstaff City Council, authorizing the acquisition of real property interests necessary for the Rio De Flag Flood Control Project, a public use; providing for delegation of authority, condemnation authority, repeal of conflicting resolutions, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-53 by title only
2. City Clerk reads Resolution No. 2025-53 by title only (if approved above)
3. Adopt Resolution No. 2025-53

13. DISCUSSION ITEMS

A. **Micromobility Share: Update and Scope Discussion**

STAFF RECOMMENDED ACTION:

Staff seek direction on whether to begin work to allow one micromobility share operator to conduct business in Flagstaff. This would entail planning for an operator permit and permit fee, and then issuing a request for proposals (RFP).

If Council would like to proceed, staff request feedback on the proposed requirements for a micromobility share operator.

14. 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 Matthews to place on a future agenda a discussion about not tying the rezoning process with site or concept plans.

STAFF RECOMMENDED ACTION:

Council Direction

B. **Future Agenda Item Request (F.A.I.R.):** A Citizen Petition: Requesting Council pass a Resolution to support the Back from the Brink Campaign on Nuclear Weapons.

STAFF RECOMMENDED ACTION:

Council Direction

15. OPEN CALL TO THE PUBLIC

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

17. 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: Jessica Matias, Chief of Staff

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:
Proclamation: Housing America Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:
N/A

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Connection to PBB Priorities and Objectives:
N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, safe and affordable housing is not a privilege, but a fundamental necessity that shapes individual well-being, public health, educational achievement, and access to opportunities; and

WHEREAS, the City of Flagstaff continues to face severe housing pressures, with a median home price across all property types of $689,000 and average rents above $2,234 per month. These figures remain out of reach for the average household earning $69,700 per year, and even further beyond the means of essential workers such as teachers, police officers, and firefighters; and

WHEREAS, the City of Flagstaff remains committed to expanding housing opportunities, implementing solutions, and delivering local programs that create long-term affordability, reduce displacement, and challenge opposition to inclusive development; and

WHEREAS, as federal rhetoric and policies increasingly criminalize those without shelter, Flagstaff stands in solidarity with vulnerable community members by choosing housing-first approaches grounded in compassion, dignity, and evidence-based practice; and

WHEREAS, the City of Flagstaff is deeply grateful for local housing providers, case managers, nonprofit partners, and advocates who support residents across the housing continuum and help move Flagstaff toward greater equity and resilience;

NOW, THEREFORE, I, Becky Daggett, Mayor of the City of Flagstaff, Arizona, do hereby proclaim October 2025 as,

Housing America Month

Let us reject the idea that housing is a privilege and embrace our shared responsibility to make it a foundation of equity and opportunity for all.

Dated this 7th day of October 2025

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:
Proclamation: Domestic Violence Awareness Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:
N/A

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Connection to PBB Priorities and Objectives:
N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Proclamation

City of Flagstaff – Office of the Mayor
Proclamation

WHEREAS, October is annually recognized as National Domestic Violence Awareness Month; and

WHEREAS, Domestic violence is a pattern of behavior of violence and intimidation for the purpose of gaining power and control over an intimate partner; and increases the risk of other violence in the home, including child abuse; and

WHEREAS, Although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done; and

WHEREAS, Domestic Violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups. Encompassing more than 16 million people every year in the United States, including at least one in four women and one in seven men; and

WHEREAS, Approximately 25% of all children witness domestic violence during their childhood. Children exposed to Domestic Violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems, and serious adult health problems; and

WHEREAS, The Flagstaff Police Department recorded 1,756 calls for service for Domestic Violence in 2024 (a 7.5% increase from 2023); and

WHEREAS, Survivors of domestic violence exhibit amazing courage, strength, and determination in the aftermath of such violence and deserve support and access to culturally responsive, trauma-informed programs and services to increase their safety and self-sufficiency; and

WHEREAS, The City of Flagstaff encourages all community members to work to support survivors of Domestic Violence and the efforts of community organizations that provide community education and outreach, as well as services and support to survivors of domestic violence.

NOW, THEREFORE, I, Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim October 2025 as

Domestic Violence Awareness Month

in Flagstaff, Arizona and call upon the citizens of Flagstaff to join law enforcement, victim advocacy groups and other local organizations to make our community a safe and supportive place for all of our families. To further acknowledge and support Domestic Violence Month, the City will raise the Domestic Violence Awareness flag in front of City Hall for the month of October 2025.

Dated this 7th day of October 2025

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:
Proclamation: Indigenous Peoples' Day

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:
N/A

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Connection to PBB Priorities and Objectives:
N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, The City of Flagstaff recognizes that it is built on lands known, inhabited, loved, and respected by Indigenous people since time immemorial; and

WHEREAS, The City of Flagstaff was built and is still energized and maintained and shaped today with Indigenous peoples' knowledge, labor, technology, science, philosophy, arts, and commerce; and

WHEREAS, Advocating for and supporting actions that lead to the advancement of social and environmental justice for Indigenous communities is a priority per City Council goals and objectives; and

WHEREAS, The City of Flagstaff understands that government entities, organizations, and public institutions have a responsibility to enact policies to combat racism and to build justice and equity for Indigenous people and all people who suffer from the effects of prejudice and discrimination; and

WHEREAS, The observance of Columbus Day is a commemoration of assimilation, acculturation, and genocide against Indigenous peoples; and

WHEREAS, To this end City officials and residents throughout Flagstaff and the surrounding areas participated in 2016 and 2017 in a series of Indigenous Community Forums, to hear the concerns and ideas of Indigenous people, and adopted the strategy and recommendations that came from these forums; and

WHEREAS, The City of Flagstaff resolved in 2018 to support efforts to educate the public about historic and contemporary Indigenous human rights concerns, and to honor its Indigenous roots by becoming a better steward of the land it is built upon; and

WHEREAS, The City of Flagstaff, Mayor and Councilmembers hereby recognize and renew the commitment between the City of Flagstaff and the Indigenous nations and communities of northern Arizona to work together for the benefit of all.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim next Monday, October 13th, 2025, as

Indigenous Peoples' Day

Dated this 7th day of October 2025

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:
Consideration of Appointments: Housing Commission

STAFF RECOMMENDED ACTION:

1. Councilmember Aslan to make one appointment to a Builders and Real Estate Professional - Realtor position.

Executive Summary:
The Housing Commission consists of thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. The Commission serves as an advisory board to City Council regarding housing policies, needs, and programs in Flagstaff.

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. Efforts were made to attract additional applications but given the specific requirements of these positions, there were only a few applicants who met the criteria.

There is currently six (6) application on file for the Real Estate Professional - Realtor position:

- Alexander Rogers (new commissioner)
- Devon Coulter (new commissioner)
- Kip Moyer (new commissioner)
- Matthew Handwerk (new commissioner)
- Ronald DeGonia (new commissioner)
- Sarah Meyer (new 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: Councilmember Aslan

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 one Commissioners: By appointing members at this time, the Housing 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:
Connect 2.2: Encourage community organizations such as the local Continuum of Care to continue to integrate equity into programs and policies.

Attachments: Housing Commission Authority

CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION

SECTIONS:

2-25-001-0001 CREATION OF COMMITTEE
2-25-001-0002 MEMBERS AND OFFICERS
2-25-001-0003 TERMS AND OFFICERS
2-25-001-0004 ELIGIBILITY
2-25-001-0005 PURPOSE AND DUTIES
2-25-001-0006 MEETINGS; ATTENDANCE

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0002 MEMBERS AND OFFICERS

The Housing Commission shall have thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. All members shall reside within the Flagstaff City limits.

A. Members shall be appointed to fit into one (1) of the professional categories listed below; however, the members identified as required must be appointed. Any member may satisfy more than one (1) of the below qualifications and any "professional" category may be filled by a person who is retired from that profession.

1. Building and Real Estate Professionals (Six (6) Members).
    a. Builders (required);
    b. Developers (required);
    c. Architects;
    d. Land use experts;
    e. Realtors (required);
    f. Lenders (required);
    g. Residential multifamily/property management representative (required);
    h. Other building or real estate professional.
2. Low Income Housing Experts (Four (4) Members).
    a. Housing nonprofits;
    b. Low income representatives;

c. Flagstaff Housing Authority Board of Commissioners member (required);

d. Other low income housing expert.

3. Community Representatives (Three (3) Members).

a. General public;

b. Private business representatives;

c. Workforce representatives;

d. Neighborhood associations;

e. HOA representatives.

B. Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0003 TERMS AND OFFICERS

A. Appointments to the Housing Commission from the Housing Authority Board of Commissioners shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three (3) years except for the first appointments creating staggered terms as follows: The City Council shall appoint four (4) members for three (3) year terms, four (4) members for two (2) year terms, and four (4) members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

B. The Commission shall, during its first meeting, elect a chairperson and a vice-chairperson from and by the voting membership of the Commission to serve one (1) year terms. A chairperson may serve no more than two (2) consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second consecutive term as chairperson, such Commission member shall be ineligible to serve as either chairperson or vice-chairperson until a calendar year has expired. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0004 ELIGIBILITY

Any resident of the City of Flagstaff shall be eligible for appointment by the City Council to the Commission, in accordance with the membership requirements outlined above, and shall serve at the pleasure of the City Council and without compensation. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0005 PURPOSE AND DUTIES

A. The Housing Commission serves as an advisory board to City Council, makes recommendations with respect to housing policies, needs, and programs in Flagstaff, and furnishes the Council with information through the Housing Director.

B. The Housing Commission shall:

1. Examine funding sources available for housing in Flagstaff, make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.

2. Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.

3. Make recommendations regarding the prioritization of the community's housing needs.

4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions.

5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.

6. Explore alternative models of housing and make recommendations to Council.

7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.

8. Upon request, serve as a resource on implementation of housing policy and programs.

C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities. (Ord. 2019-25, Enacted, 07/02/2019)

2-25-001-0006 MEETINGS; ATTENDANCE

A. The Commission shall meet no less than quarterly from the first month following the initial appointment of Commission members.

B. The Housing Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of a simple majority of the voting membership of the Commission, excluding current vacancies.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2016-33 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail. (Ord. 2019-25, Enacted, 07/02/2019)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Action on Liquor License Application: John Stephan Dolan "The Porch Flagstaff", 360 W. Forest Meadows Street, Series 12 (Restaurant), New License

STAFF RECOMMENDED ACTION:

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. The Porch Flagstaff is an new business in Flagstaff. If approved, it will be one of 87 series 12 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The application was properly posted on September 4, 2025 and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to Recommended Action:

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

Connection to PBB Priorities and Objectives:

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

Connection to Regional Plan:
Not applicable

Connection to Carbon Neutrality Plan:
Not applicable

Connection to 10-Year Housing Plan:
Not applicable

Attachments:
Letter to Applicant
Hearing Procedures
PD Memo
Planning and Development Services Memo
Series 12 Description
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

9/15/2025

John Stephan Dolan
3700 E Pierson Strret
Phoenix, AZ 85018
johndolaninc@gmail.com

Dear Mr. Dolan,

Your application for a Series 012 (Restaurant) Liquor License for The Porch Flagstaff at 360 W. Forest Meadows Street Flagstaff, AZ was posted on September 4, 2025. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **October 7, 2025, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity*. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on September 24, 2025, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #25-055

TO: **Chief Connolly**

FROM: **Det J. Wotasik #612**

DATE: **September 5th 2025**

RE: **New Application – Series 12 (Restaurant) Liquor License Application– The Porch Flagstaff**

On September 5th, 2025, I initiated an investigation into a new application for a Series 12 (Restaurant) liquor license filed by John Dolan (Agent), Joseph Haggerty (Manager), and Lauren Dolan (Controlling Person/Manager). This is for a new application, and the application number is 355926. It is for The Proch Flagstaff, located at 360 W Forest Meadows St, Flagstaff, AZ 86001.

I conducted a query through local systems on the above names and business. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the above names and business as well and discovered no concerning violations.

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

Planning and Development Services Memorandum

To: Georganna Staskey, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: September 15, 2025

Re: Application for Liquor License #355926
360 W Forest Meadows St, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-32-002B
John Stephan Dolan on behalf of THE PORCH FLAGSTAFF

This application is a request for a new Series 12 Restaurant liquor license by John Stephan Dolan on Behalf of The Porch Flagstaff. This business is located within the Highway Commercial Zone. This district does allow for this use.

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

License Types: Series 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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

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

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

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

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

360 W. Forest Meadows

0 0.01 0.03 0.05 0.08 0.1

mi

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

9/15/2025 3:20 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nathan Naliborski, Fleet Manager

Co-Submitter: Jen Brown

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Contract: Approval of cooperative purchase from RWC International DBA RWC Group for Public Works and Water Services Divisions under State of Arizona - Arizona Department of Transportation (ADOT) Contract No. CTR069476 in the amount of $626,043.42

- One (1) 10-wheel plow truck - Public Works - $430,647.12
- One (1) 6-wheel dump truck - Water Services - $195,396.30

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase of one (1) plow truck for the Streets section and one (1) dump truck for Water Services from RWC International for the amount of $ 626,043.42; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff is requesting that City Council approve the cooperative purchase of heavy equipment to support the Streets and Water Services Sections. This purchase will be made through a State of Arizona - Arizona Department of Transportation (ADOT) Contract No. CTR069476 and will include two (2) medium-duty trucks from RWC International.

1. The Streets Department requests approval to purchase one (1) 6x4 10-wheel snowplow/dump truck. This will function as a dump truck for hauling operations and emergency response, and as a plow truck during winter operations. The quote includes emergency lighting, snow plow, spreader box, and hydraulic controls for plow and spreader operation. This vehicle will replace an existing vehicle that has exceeded its useful life and mileage expectations. This replacement was viewed and approved by the Fleet Management Committee and included in the FY26 budget.
2. The Water Services Division requests approval to purchase one (1) 4x2 dump truck. This vehicle will support daily operations as well as emergency responses to events such as water main breaks and other critical service events. This replacement was reviewed and approved by the Fleet Management Committee and included in the FY26 budget.

Financial Impact:

- The Streets Department will utilize $415,500 from Rolling Stock Account 040-06-161-0612-6-4401, as outlined and approved in the FY2025-26 budget, with the overage coming from 040-06-161-0612-6-4313 in the amount of $15,147.12. This purchase will be funded through Highway User Revenue Funds (HURF), with ongoing maintenance costs covered by the Streets utilizing HURF.
- The Water Services Division will utilize $195,396.30 of $200,000 from Rolling Stock Account 203-08-313-1134-0-4401, as outlined and approved in the FY2025-26 budget.

The total financial impact for both purchases is $626,043.42.

Policy Impact:
This purchase supports policies maintaining service levels, and responses to emergency events.

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:

1. Approve the cooperative purchase and State of Arizona - Arizona Department of Transportation (ADOT) Contract No. CTR069476 with RWC International.
2. Do not approve the purchase of vehicles and re-evaluate the priorities of the existing fleet.

Background and History:
Streets Department
Well-maintained transportation networks are essential to providing safe and reliable service for City of Flagstaff agencies and residents. Snow operations and emergency equipment ensure roadways remain safe and passable for the public and emergency services. The Streets Department's 10-wheel dump truck will be used for hauling materials during both daily and emergency operations. All Streets dump trucks are outfitted with a snowplow, cinder spreader, and emergency lighting. This equipment is critical to daily street maintenance, snow operations, and emergency response.
Water Services Division
The public depends on specialized equipment to support the operation and maintenance of wastewater collection, stormwater collection, and water distribution systems. Having the appropriate type and number of vehicles allows staff to address issues promptly and maintain reliable service. The proposed dump truck is vital for both emergency and non-emergency operations, including after-hours response. Its availability helps minimize customer water outages and reduces traffic impacts by allowing excavation and back-filling work to be completed quickly and efficiently.
Procurement
The City of Flagstaff Team utilized an agency contract to develop a cooperative contract for purchase. The Arizona Department of Transportation conducted a competitive and open procurement process through Request for Proposal **BPM005536** that resulted in **CTR069476** with Contractor. Contract #CTR069476 shall continue until January 17, 2026, unless terminated, canceled or extended as otherwise provided by the terms of that contract. If Contract #CTR069476 is extended, the Contractor must provide written proof which may be accepted by the City Manager or his/her designee without City Council approval.

Connection to PBB Priorities and Objectives:
Priority Based Budget Key Community Priorities and Objectives
Provide Exceptional Service: Provide employees with tools, training and support.
Invest in Our People: Ensure effective resources for employees

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments:
Streets 10 Wheel Plow
Water services 6 Wheel Dump Quote
State Contract CTR069476
CTR069476 Amendment One
CTR069476 Contract Price List

Hx520 SFA

Sales Proposal For:

CITY OF FLAGSTAFF

Presented By:

RWC Group

Prepared For:
CITY OF FLAGSTAFF
Nathan Naliborski
211 WEST ASPEN AVE.
FLAGSTAFF, AZ 86001-
(928)779 - 7619
Reference ID: N/A

Presented By:
RWC Group
Mary R Wilson
600 North 75th Avenue
PHOENIX AZ 85043 -
(602)307-1050

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HX520 SFA (HX520)

AXLE CONFIG:	6X4
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 32.00% / 2.92% @ 55 MPH Calc. Geared Speed: 79.5 MPH
DIMENSION:	Wheelbase: 240.00, CA: 150.00, Axle to Frame: 67.00
ENGINE, DIESEL:	{Cummins X15 470V} Productivity Series, EPA 2024, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100LY Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
HX52000	Base Chassis, Model HX520 SFA with 240.00 Wheelbase, 150.00 CA, and 67.00 Axle to Frame.	8886/7472	16358
AXLE CONFIGURATION			
1AND	AXLE CONFIGURATION 6x4 Notes : Pricing may change if axle configuration is changed.	133/215	348
ENGINE			
12EWY	ENGINE, DIESEL {Cummins X15 470V} Productivity Series, EPA 2024, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)	0/0	0
12VJZ	EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle. Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.	0/0	0
12XBN	RADIATOR Aluminum, Welded, Cross Flow, Front to Back System, 1084 SqIn, with 866 SqIn Charge Air Cooler Includes : RADIATOR HOSES Premium, Rubber	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon	0/0	0
12VCC	AIR CLEANER Single Element, with Integral Pre-Cleaner, Integral Snow Valve and In-Cab Control, Engine Mounted	1/0	1
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12WCT	BLOCK HEATER, ENGINE {Phillips} 120V/1500W, with "Y" Cord for Fuel Heater Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	2/0	2
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type	0/0	0
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System	0/0	0
TRANSMISSION			
13BEK	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	170/78	248

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WCT	OIL COOLER, TRANSMISSION {Champ} Remote Mounted, for Automatic Transmission	0/0	0
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary	0/0	0
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
CLUTCH			
11001	CLUTCH Omit Item (Clutch & Control)	-105/-28	-133
REAR AXLES, SUSPENSIONS			
14HRE	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.56	0/514	514
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/9	9
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only	0/-4	-4
FRONT AXLES			
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	186/0	186
FRONT SUSPENSIONS			
3ADJ	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, Steel Springs 18K Capacity and (2) Rubber Auxiliary Springs 2K Capacity, Less Shock Absorbers	173/0	173
3772	SHOCK ABSORBERS, FRONT for Suspensions 20,000-lb Capacity and Above	79/0	79
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab Includes : CAB REAR SUSPENSION Air : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Includes Two Cup Holders and One Additional Storage Area : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console : FLOOR COVERING Rubber, Black : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side : READING LIGHT, CAB Located in Overhead Console	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab	6/1	7
16BAM	AIR CONDITIONER with Integral Heater and Defroster Includes : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps	0/0	0
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab	0/0	0
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	0/0	0
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"	3/0	3
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"	3/0	3
16SBY	MIRROR, CONVEX, HOOD MOUNTED SPECIAL, Wiring Only for Right Side Heated Mirror, Does Not Include Mirror or Mounting Brackets	5/0	5
16XRX	MODESTY PANEL Painted	0/0	0
16VLV	MONITOR, TIRE PRESSURE Omit	-9/-2	-11
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16LWK	SEAT, DRIVER {ISRI} Series 300, Air Suspension, High Back, Vinyl, Single Chamber Lumbar, Inboard Armrest, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt	0/0	0
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage	28/12	40
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16XWJ	WINDSHIELD WIPER BLADES Winter Type	2/0	2

FRAMES

1CGD	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.50" x 3.750" x 0.500" (317.5mm x 95.25mm x 12.7mm); 480.8" (12212mm) Maximum OAL	292/474	766
1LPG	BUMPER, FRONT Gull Wing, Aluminum, Stainless Steel Clad, Heavy Duty	0/0	0
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty	52/4	56
OBD001	CROSSMEMBER, INTERMEDIATE LOC 0	0/0	0
1652	CROSSMEMBER, REAR Relocated to End of Frame	-16/81	65
1WCP	FRAME EXTENSION, FRONT Integral; 27" in Front of Grille, Includes Crossmember for Front PTO	179/-22	157
1WRZ	TOW HOOK, REAR (2) Frame Mounted; 80,000-lb. Total Capacity	-8/41	33
1WXD	WHEELBASE RANGE 211" (535cm) Through and Including 256" (650cm)	117/-117	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
BRAKES			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6	0/0	0
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/104	104
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/14	14
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/32	32
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/20	20
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type	0/60	60
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4EDM	AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	0/0	0
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports	-20/-8	-28
4VJJ	AIR TANK LOCATION (3) : One Mounted Inside Right Rail, Back of Cab, Two Mounted Between Rails, Back of Cab	-15/5	-10
4WVL	DRAIN VALVE {Bendix DV-2} (3) Automatic, with Heater, for Air Tanks	2/2	4
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
STEERING			
5PUB	STEERING GEAR (2) {Sheppard M100/HD94} Dual Power	103/-4	99
5710	STEERING COLUMN Tilting and Telescoping	0/0	0
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
DRIVELINES			
6DGX	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	0/0	0
EXHAUST SYSTEMS			
7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	0/0	0
7BES	AFTERTREATMENT COVER Polished Aluminum	9/2	11
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ ISX/X15 Engines; Furnished with Engine	0/0	0
7WDM	EXHAUST HEIGHT 10'	0/0	0
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	12/8	20
7WDT	TAIL PIPE (1) Straight Type	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
ELECTRICAL SYSTEMS			
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	0/0	0
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
8RLZ	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Cab Power, Does Not Disconnect Charging Circuits, Locks with Padlock, Battery Box Mounted	0/0	0
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	13/9	22
8XMA	BEACON MOUNTING BRACKET (2) Stainless, For Customer Furnished Beacon; Includes Wiring and Dash Mounted Switch	9/4	13
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/ Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	3/0	3
8RNC	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, Two Antennas and Antenna Bases with Wiring on Both Side Mirrors	0/0	0
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8836	HORN, AIR (2) Single Bell, Organ Tone, Extra Long, Chrome	4/0	4
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns	1/0	1
8RBZ	SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door	0/0	0
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection	1/0	1

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8TKJ	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn, Tail and Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes License Plate Light	-1/9	8
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8WEZ	TURN SIGNAL SWITCH Self-Canceling	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
FRONT END			
9ASE	FRONT END Tilting, Composite	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9585	FENDER EXTENSIONS Rubber	13/0	13
9HCN	GRILLE Chrome Vertical Accent Bars, with Black Mesh	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC			
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10WLC	GCWR RANGE GCWR Equal to or Less than 80,000-lb, Higher GCWR May Result in Reduced Engine Performance While Operating in Extreme Hot Weather Conditions	0/0	0
10NWE	OVER WIDTH IDENTITY Customer Approval, This Combination will Result in Vehicle Width Over 102"	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10WCY	SAFETY TRIANGLES	5/1	6
FUEL TANKS			
15SSN	FUEL TANK Non-Polished Aluminum, 24" Dia, 60 US Gal (227L), Mounted Left Side, Under Cab	0/0	0
15WEY	DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LNA	FUEL HEATER PLUMBING {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled	0/0	0
15LRV	FUEL/WATER SEPARATOR {Davco 386} 120 VAC Plug-In Electric Pre-Heater, 12 VDC Electric Heater, with ESOC Fittings, Includes Water-in-Fuel Sensor	4/0	4
WHEELS, TIRES - FRONT			
27DBE	WHEELS, FRONT {Alcoa 82362} DISC; 22.5x12.25 Rims, High Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 3.875"	0/0	0
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/ mile, 68 MPH, All-Position	112/0	112
WHEELS, TIRES - REAR			
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/88	88

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
7372135439	(8) TIRE, REAR 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	0/0	0
BODY INTEGRATION			
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
60AAT	BDY INTG, ADDITIONAL CAB HOLE for Customer Use	0/0	0
60AKZ	BDY INTG, DASH IND LT TRICOLOR (2) for Optional Usage Customer to Program	0/0	0
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions Cab schematic 100LY Location 1: 9219, Winter White (Std) Chassis schematic N/A	0/0	0
	Services Section:		
WARRANTY			
40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B	0/0	0
	Total Component Weight:	**10518/9079** (lbs)	**19597** (lbs)

Code	Description		F/R Wt (lbs)	Tot Wt (lbs)
1	NEW CRYSTEEL SELECT DUMP BODY 16' LONG X 87" W ID X 96" W OD 8" TALL WESTERN LONGSILLS WITH 5/8" RUBBER WEAR PADS BETWEEN FRAME FRONT WALL IS 58" TALL , 10GA A1011 STEEL , WITH STD 1/2 CAB SHIELD VERTICAL DOGHOUSE HOIST (does not protrude more then 12" into body) TAPERED SIDES 54" - 46" TALL, 7GA A1011 STEEL FLOOR IS 3/16" AR-400 ABRASION RESISTANT STEEL TAILGATE IS 46" TALL, 7-GA A1011 STEEL, STD SWING WITH AIR OP GATE LOCK 10" SPREAD APRON AT REAR STEPS AND GRAB HANDLE AT DRIVERS SIDE REAR POST HD REMOVABLE REAR MUDFLAPS BEHIND DRIVE AXLE STEEL FENDERS/MUDGUARDS AHEAD OF DRIVE AXLES LED LIGHTS TO DOT REQUIREMENTS, INCLUDES BODY UP LIGHT ALL WIRING FOR BODY LIGHTS IS IN FLEX CONDUITE. & SS NEMA ELECT BOX INSTALLED COMPLETE PAINTED CUST COLOR HOT SHIFT PTO AND DIRECT MOUNT HYD PUMP FOR ALLISON TRANSMISSION BODY, PLOW & SANDER CONTROL SYSTEM IS FORCE AMERICA 6100 ULTRA CONTROL INCLUDES POWER FLOAT OPTION & ADDITIONAL INVIEW SWITCH PANEL INCLUDES HYD LINES RUN TO FRONT AND REAR OF CHASSIS FOR PLOW & SANDER ELECTRIC TARP SYSTEM WITH ALUM TARP ARMS AND HD MESH TARP INSTALLED HENKE 12' X 42" FULL MOLDBOARD TRIP, REVERSABLE PLOW. (7) MOLDBOARD TO PUSH-FRAME CONNECTION POINTS WITH BUSHINGS 12" RUBBER SNOW DEFLECTOR, AND CURB GUARD INCLUDED PLOW LIGHTS AND BRACKETS INSTALLED TO CUST SPECS (Truck must have plow light switch) INCLUDES FRONT FOG LIGHTS AND WORK LIGHTS MONROE 14' STAINLESS STEEL V-BOX SANDER ON SKID ASSEMBLY HEATED - INCLUDES FLEX EXHAUST ROUTED TO TRUCK EXHAUST 10GA HOPPER, 62" HIGH SIDES, INCLUDES TOP GRATE KITS 10GA TIP UP SPINNER ASSEMBLY SS FOLD UP LADDER IN REAR SS LIGHT BAR AT REAR OF SANDER, INCLUDES STROBE LIGHTS AND WORK LIGHTS INCLUDES SELF LOADING LEG KITS, AND RATCHET / BINDER TIE DOWNS STROBE LIGHTS MOUNTED ON CAB GUARD OF DUMP BODY STROBE LIGHTS MOUNTED IN REAR POST OF DUMP BODY EACH SIDE 18-18-36 STEEL TOOL BOX MOUNTED LS OF FRAME HD REAR HITCH PLATE WITH REMOVABLE, SWIVEL PINTLE HITCH, & BUILT IN CHIP BAR INCLUDES D-RINGS GLAD HANDS AND 7-WAY LIGHT SOCKET. FURTHER DISCUSSION SHOULD BE DONE WITH CUSTOMER TO MAKE SURE ALL OPTIONS ARE CORRECT FOR THE CUSTOMERS NEEDS BEFORE PROJECT IS STARTED Chassis will need front frame extensions for plow hitch mount. Chassis will need plow light switch & relay prewired in cab	150" MIN CA NEEDED	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Total Body Allied:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Financial Summary
2026 HX520 SFA (HX520)

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$317,830.00
Freight Charge	$3,100.00	
Total Freight:		$3,100.00
Total Factory List Price Including Freight:		$320,930.00
Less Customer Allowance:		($139,766.90)
Total Vehicle Price:		$181,163.10
Total Body/Allied Equipment:		$224,706.00
Total Sale Price:		$405,869.10
Total Per Vehicle Sales Price:		$405,869.10
Total Net Sales Excluding Taxes:		$405,869.10
Arizona Tire Tax, 10 Tires	$20.00	
Sales Tax, Pima County	$24,758.02	
Total Taxes:		$24,778.02
Net Sales Price:		$430,647.12

State Contract CTR069476

If applicable, Federal Excise Tax (FET) is included in the net sales price above.

Terms of payment are cash on delivery and prices quoted are FOB Phoenix, AZ (unless otherwise noted).

This quote is good for 30 days. All inventory units are subject to prior sale. Unless otherwise noted, the quote above does NOT include title and licensing charges or Arizona state sales tax.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

HV507 SFA

Sales Proposal For:

CITY OF FLAGSTAFF

Presented By:

RWC Group

Prepared For:
CITY OF FLAGSTAFF
Nathan Naliborski
211 WEST ASPEN AVE.
FLAGSTAFF, AZ 86001-
(928)779 - 7619
Reference ID: N/A

Presented By:
RWC Group
Mary R Wilson
600 North 75th Avenue
PHOENIX AZ 85043 -
(602)307-1050

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 35000. Calc. GVWR: 37240. Calc. GCWR: 80000 Calc. Start / Grade Ability: 36.55% / 4.65% @ 55 MPH Calc. Geared Speed: 70.0 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
HV50700	Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 108.00 CA, and 96.00 Axle to Frame.	5957/3683	9640
AXLE CONFIGURATION			
1ANA	AXLE CONFIGURATION 4x2 Notes : Pricing may change if axle configuration is changed.	0/0	0
ENGINE			
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)	560/4	564
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle. Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.	0/0	0
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	23/-5	18
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon	0/0	0
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control	6/0	6
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12WUL	BLOCK HEATER, ENGINE {Phillips} 120V/1000W, with "Y" Cord for Dealer Installed 120V/300W Oil Pan Heater Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	3/0	3
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
TRANSMISSION			

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	208/75	283
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
CLUTCH			
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
REAR AXLES, SUSPENSIONS			
14ASA	AXLE, REAR, SINGLE {Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.63 Notes : Axle Lead Time is 60 Days	0/290	290
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/142	142
FRONT AXLES			
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60
FRONT SUSPENSIONS			
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44
3770	SPRINGS, FRONT AUXILIARY Rubber	10/0	10
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"	3/6	9
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"	3/0	3
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9
16VLV	MONITOR, TIRE PRESSURE Omit	-9/-2	-11
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16KBC	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Head Rest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust, Dual Shocks	0/0	0
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	15/8	23
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16XWJ	WINDSHIELD WIPER BLADES Winter Type	2/0	2
FRAMES			
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	76/600	676
1LZD	BUMPER, FRONT Swept Back, Aluminum, Stainless Steel Clad, Heavy Duty	-47/7	-40
1SAL	CROSSMEMBER, REAR, AF (1)	-6/26	20
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1572	TOW HOOK, REAR (2)	0/10	10
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	217/-217	0
BRAKES			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4XCY	BRAKES, REAR {Meritor 16.5X7 Q-PLUS HD} Air S-Cam Type, Cast Spider, Heavy Duty Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 26,000-lb Capacity per Axle	0/85	85
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/7	7
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	7/4	11
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	-17/25	8
4WDA	DRAIN VALVE (3) Petcocks, for Air Tanks	0/0	0
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.	2/0	2
STEERING			
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
5708	STEERING COLUMN Tilting	13/2	15
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
DRIVELINES			
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	8/30	38
EXHAUST SYSTEMS			
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	128/48	176
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	40/8	48
7WCR	EXHAUST HEIGHT 10' 11"	17/13	30
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	9/7	16
7WDT	TAIL PIPE (1) Straight Type	5/4	9
ELECTRICAL SYSTEMS			
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-34/11	-23
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	35/40	75
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/ Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
8RNC	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, Two Antennas and Antenna Bases with Wiring on Both Side Mirrors	35/4	39
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	2/0	2
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WBW	JUMP START STUD 12V, Remote Mounted	2/0	2
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns	2/0	2
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	9/1	10
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8VZK	TURN SIGNALS, FRONT Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
FRONT END			
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9585	FENDER EXTENSIONS Rubber	6/0	6
9HBM	GRILLE Stationary, Chrome	0/0	0
9ANG	HOOD, HATCH (01) for Servicing	5/0	5
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC			
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WK"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10WCY	SAFETY TRIANGLES	6/0	6
FUEL TANKS			
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	14/10	24
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	13/4	17
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	14/0	14
15LNG	FUEL/WATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor	3/1	4
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab	-3/3	0
WHEELS, TIRES - FRONT			
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	12/0	12
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	12/0	12
WHEELS, TIRES - REAR			
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/28	28

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
7382135440	(4) TIRE, REAR 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive	0/56	56

BODY INTEGRATION

60AKZ	BDY INTG, DASH IND LT TRICOLOR (2) for Optional Usage Customer to Program	0/0	0
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A	0/0	0
	Services Section:		

WARRANTY

40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	Total Component Weight:	**7596/5063** (lbs)	**12659** (lbs)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
1	NEED 108" MIN USABLE CA INSTALL NEW "BEAU-ROC - RXL" MODEL DUMP BODY 12' LONG 96" WIDE OD, 84" WIDE ID APPROX 5-6 YARDS CAPACITY 8" FORMED TRAPAZOIDAL LONGSILLS WITH 5/8" RUBBER WEAR PADS 56" FRONT WALL, 3/16" HARDOX AR-450, WITH STANDARD 1/2 CAB GUARD DOGHOUSE MOUNT HOIST G3 99-4.3-3 SIDES ARE 36" TALL, 3/16" HARDOX AR450 1-PIECE FLOOR, 3/16" HARDOX AR-450 1/4" HIGH TENSILE STEEL REAR POSTS WITH RECESSED TAIL LIGHTS AIR OPERATED HIGH LIFT TAILGATE 42" TALL, 3/16" HARDOX AR-450 FACE AIR OPERATED TAILGATE LATCHES CAB CONTROLED 10" REAR SPREAD APRON, 3/16" HARDOX AR-450, WITH SPREAD CHAINS UNDER APRON LED LIGHTS AND REFLECTORS TO DOT REQUIREMENTS BODY UP SAFETY PROP, INDICATOR LIGHT HD "GREASABLE" REAR HINGE ASSEMBLY ANTI SAIL MUDFLAPS BEHIND DRIVE TIRES NEW HOT SHIFT PTO WITH DIRECT MOUNT HYDRAULIC PUMP (ALLISON TRANS) HOIST & BODY CONTROLS ARE MOUNTED IN FLOOR TOWER NEXT TO SEAT 25 GAL STEEL HYDRAULIC TANK MOUNTED SIDE OF FRAME INCLUDES SHUT OFF VALVES ON SUCTION AND RETURN LINE 20 GALLONS OF HYD OIL AND NECESSARY HYD HOSES BODY IS INSTALLED COMPLETE AND PAINTED WHITE ELECTRIC TARP SYSTEM WITH ALUM TARP HOUSING AND ALUM ARMS WITH HD MESH TARP INSTALLED COMPLETE HD REAR HITCH PLATE WITH AIR LOCK PINTLE HITCH INCLUDES D-RINGS, GLAD HANDS, AND 7-WAY ROUND PIN SOCKET (For Air Brake Trailer) Truck must have trailer air and electric to rear of frame. ELECTRIC BRAKE CONTROLLER ADDED AND WIRED TO 7-WAY FLAT PIN SOCKET (For Elect Brake Trailer) LED STROBE LIGHT MOUNTED ON TOP OF CAB GUARD LED STROBE LIGHT MOUNTED (1) IN EA REAR POST OF DUMP BODY	0/0	0
	Total Body Allied:	**0/0** (lbs)	**0** (lbs)
State Contract	State Contract CTR069476	0/0	0
Central Dispatch	Delivery to Flagstaff	0/0	0
	Total Goods Purchased:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Financial Summary
2026 HV507 SFA (HV507)

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$165,661.00
Total Goods Purchased:		$4,777.21
Freight Charge	$3,100.00	
Total Freight:		$3,100.00
Total Factory List Price Including Freight:		$173,538.21
Less Customer Allowance:		($47,776.33)
Total Vehicle Price:		$125,761.88
Total Body/Allied Equipment:		$58,389.20
Total Sale Price:		$184,151.08
Total Per Vehicle Sales Price:		$184,151.08
Total Net Sales Excluding Taxes:		$184,151.08
Arizona Tire Tax, 6 Tires	$12.00	
Sales Tax, Pima County	$11,233.22	
Total Taxes:		$11,245.22
Net Sales Price:		$195,396.30

STATE CONTRACT CTR069476

If applicable, Federal Excise Tax (FET) is included in the net sales price above.

Terms of payment are cash on delivery and prices quoted are FOB Phoenix, AZ (unless otherwise noted).

This quote is good for 30 days. All inventory units are subject to prior sale. Unless otherwise noted, the quote above does NOT include title and licensing charges or Arizona state sales tax.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

DocuSign Envelope ID: 365CAFF1-CFFC-4F58-8EA9-E057C2A5965C

ADOT Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

RWC International
Offeror (Company) Name

600 N. 75th Ave
Address

Phoenix Arizona 85043
City State Zip

mwilson@rwcgroup.com
Email Address

jschouten@rwcgroup.com
Company Email Address

Mary Wilson
Signature of Person Authorized to Sign Offer

Mary Wilson 10.25.2023
Printed Name Date

Government Truck Specialist
Title

602-350-1458
Phone Number

602-307-1051
Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR069476 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 18 day of January 20 24

DocuSigned by:
Pamela Veal
Procurement Officer

1/12/2024
Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson St., MD 100P
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM005536

DESCRIPTION: Medium and Heavy Duty Cabs, Chassis and Busses

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Tom Kornell
Senior Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-7466. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-7466.

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1. STATEMENT OF NEED

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for Medium and Heavy Duty Cabs, Chassis and Busses.

2. INTRODUCTION AND BACKGROUND

2.1. The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified supplier(s) who can provide Medium and Heavy Duty Cabs, Chassis and Busses (all fuel types, hybrid, and full electric) including but not limited to: Trucks and Vans over 19,500 GVWR and Busses for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2. The State and its Eligible Agencies currently spend an estimated 30 million dollars in the purchase of Medium and Heavy Duty Cabs, Chassis and Busses annually.

3. GENERAL REQUIREMENTS

3.1. The following are the Three categories covered in this Scope of Work:

1. **Category One: Phase One (1) Cab, Chassis and Busses Purchases**
2. **Category Two: Phase Two (2) Off the Lot Cab, Chassis and Busses Purchases**
3. **Category Three: FTA (If the Contractor chooses not to bid on the FTA Portion of the contract, They may still bid on the Solicitation)**

3.2. Medium and Heavy Duty Cabs, Chassis and Busses shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.3. All Medium and Heavy Duty Cabs, Chassis and Busses ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the Contractor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2023 or greater.

3.4. Medium and Heavy Duty Cabs, Chassis and Busses ordered through Phase 2 (on the lot) shall be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.5. All Medium and Heavy Duty Cabs, Chassis and Busses shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.6. For Phase Two (2) Medium and Heavy Duty Cabs, Chassis and Busses, the Contractor shall supply a quote within five (14) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number,

vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.10 For Phase One (1) the Contractor shall confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4. SPECIFIC REQUIREMENTS

4.1. The Contractors are encouraged to provide a full line of Medium and Heavy Duty Cabs, Chassis and Busses (gasoline, hybrid, full electric) including but not limited to the following categories: Trucks and Vans over 19,500 GVWR and Busses. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured Medium and Heavy Duty Cabs, Chassis and Busses and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2. The following fuel types are allowable under this contract are to include but are not limited to.

4.2.1. Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.2.2. Diesel
4.2.3. Gasoline
4.2.4. Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.2.5. Hybrid-Electric Vehicles (HEV)
4.2.6. Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.2.7. Propane

4.3. Vehicle Up-fit / Modifications

4.3.1. The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, Chassis' may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis' require interior and/or exterior modifications per the individual Eligible Agency's request.
4.3.2. The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.4. Minimum Medium and Heavy Duty Cabs, Chassis and Busses Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment
4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)
4.5.3 Bluetooth capabilities
4.5.4 AM/FM radio
4.5.5 Cruise Control (if available)
4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available
4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.
4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available
4.5.10 Cloth seats
4.5.11 Rear view mirrors including on driver and passenger doors
a. Rear view mirrors on driver and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera (if requested by the Eligible Agency or Cooperative)
4.5.12 Arizona legal tinted glass
4.5.13 Minimum of 1 USB charging Ports
4.5.14 Front tow hooks (Specific Requirements for Trucks only when available)

4.5. Decals – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model shall not be attached to any vehicle.

4.6. Fluid Requirements – Contractor shall be responsible for notifying the eligible agency of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti- freeze, oils and lubricants that must be Original Equipment Manufacturer (OEM) only.

4.7. Service Requirements – All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Servicing requirements shall include, but not limited to, the following:
4.7.1. Complete lubrication
4.7.2. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity
4.7.3. Full tank(s) of fuel and DEF (diesel exhaust fluid) if required, less delivery fuel and DEF
4.7.4. Engine adjustment to proper operation condition
4.7.5. Tire inflation to correct pressure
4.7.6. Checking of all mechanical and electrical operations
4.7.7. Checking for any appearance defects
4.7.8. Cleaning, removal of all unnecessary tags and stickers, washing if necessary

4.8. Special Title Requirement – There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering eligible agency. The State has programs that require

equipment purchased from special funds be returned to the State's communities. These purchases will be made for authorized political subdivisions.

5. DELIVERY

5.1. Delivery location shall be identified on the issuing agency purchase order. Dealer shall notify the Eligible agency with an estimated delivery date. If factory delays make this impossible for the dealer to deliver when estimated, dealer shall notify the Eligible agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known.

5.2. All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

5.3. All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

5.4. The following documents shall be provided upon delivery of the Medium and Heavy Duty Cabs, Chassis and Busses:

5.4.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
5.4.2 Warranty Document
5.4.3 Delayed warranty / in service start request form (if requested by ordering entity)
5.4.4 Level 1 Inspection if applicable, completed before delivery

6. CONTRACTOR'S RESPONSIBILITIES

6.1. Contractor shall be responsible for processing the registration, licensing, title and plating of all Medium and Heavy Duty Cabs, Chassis and Busses ordered only if requested by the Eligible Agency.

6.2. The Contractor shall include delivery at no cost to the eligible agencies within the same county as the contractor resides. The contractor may include a delivery fee for any county outside of the dealer's county. Any delivery fees shall be a flat rate charge per county and indicated on pricing form attachment.

6.3. In addition to section 4.3.2 above quotes will include the vehicle's MSRP price and the percentage off of MSRP as separate line items.

7. DEPARTMENT'S RESPONSIBILITIES

7.1. The Eligible Agencies will provide final acceptance and approval of any Medium and Heavy Duty Cabs, Chassis, Busses delivered in a timely manner.

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by A.R.S. §41-2632. This cooperative purchasing agreement must be in effect at the time of order. The Contractor shall verify if an ordering entity is an eligible cooperative purchasing member before selling materials to or providing services for them under the contract. The current list of cooperative purchasing members is available on the State Procurement Office website at

https://spo.az.gov/suppliers/usage-reporting.

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 IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

Eligible Agencies shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for an Eligible Agency to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such

action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

Contractor shall acknowledge each order from Eligible Agencies in conformance with each agency's instructions given at the time of ordering. Orders from eligible cooperative purchasing members create no obligation on State's part. Notwithstanding, the Contractor shall fulfill orders under the Contract to any Eligible Agency. The Contractor's refusal to do so would be a material breach of the Contract.

6. SHIPPING TERMS

6.1 Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

7.1 Delivery address will be listed on the Purchase order issued the eligible agency.
7.2 Deliveries shall be completed In accordance with the requirements of the contract.
7.3 Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

8.1 Each item delivered shall be subject to a complete inspection by the Department within 20 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

8.2 If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

8.3 The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

8.4 Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number

- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased
- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes
- Applicable Shipping/Freight Charges
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

11.1 **Phase 1 and 2 pricing**
Medium and Heavy Duty Cabs, Chassis and Busses shall be a minimum percentage off of MSRP, less the manufacturers rebates and any additional discounts available for that model/power-train combination.

11.1.1 Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

11.1.2 Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.

11.1.3 Any reference to Phase 1 pricing shall be in reference to Cabs, Chassis and Busses ordered prior to the factory cut-off date.

11.1.4 Any reference to Phase 2 pricing shall be in reference to Cabs, Chassis and Busses purchased from stock or "on the lot".

11.1.5 Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

11.1.6 All Cabs, Chassis and Busses are to be billed at prices in effect at the time of order, not the date of shipment.

11.1.7 Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes.

11.1.8 Pricing is all-inclusive, 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.

11.1.9 As changes to Cabs, Chassis and Buss models occur through out the year, contractor may submit request to update models being offered. The discount off of MSRP shall remain the same unless a price increase is submitted per section 13 below in the terms and conditions

11.2 Supplier warrants that, for the term of the Contract, the prices and discounts set out in the offeror and response form, including any subsequent agreed amendment to it the Contract Pricing, will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

1.1. LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

12. **PRICE REDUCTION**

Adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

13. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The

Department will determine whether the requested price increase or an alternate option, is in the best interest of the State.

14. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

15. WARRANTY

The Contractor warrants:

1 That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 All Cabs, Chassis and Busses supplied under these specifications shall be warranted by the Vehicle(s) manufacturers Standard Warranty against mechanical and electrical defects from the date vehicle(s) is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency.

16. **CURRENT PRODUCTS**

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

17. **PRODUCT DISCONTINUANCE**

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

18. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

19. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1655 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

20. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

21. INDEMNIFICATION CLAUSE

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 sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

22. INSURANCE REQUIREMENTS

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

22.1. Contractor and subcontractors

Shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

22.2. The Insurance Requirements

Herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits
contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

22.3. Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

- Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

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

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

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

22.4. Business Automobile Liability

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

• Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the

activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

22.5. Workers' Compensation and Employers' Liability

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

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

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

22.6. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. §41-621 (E).

- Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

22.7. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty

(30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

22.8. Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

22.9. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

- Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

22.10. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right

to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

22.11. Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

22.12. Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

23. ADMINISTRATIVE FEE

Contractor shall pay State an administrative fee against all Contract sales to Co-op Buyers, as provided for under A.R.S. § 412633. The fee rate prior to January 1, 2024, is one (1%) percent. 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://spointra.az.gov/resources/procurement-regulations.

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/

24. USAGE REPORT

24.1 Administrative Fee Reporting

Contractor shall submit to ADOA-SPO a Quarterly Report documenting all Contract sales to both eligible State agencies and cooperative purchasing members, itemized separately. A Quarterly Report shall be submitted even if there have been no sales. The Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other.

Quarterly reports on transactions with cooperative purchasing members are required to be filed with ADOA-SPO. Failure to remit the administrative fees/usage reports is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website at

https://spo.az.gov/suppliers/usage-reporting.

24.2 ADOT Usage Report Requirements

The Contractor shall furnish ADOT a quarterly report showing all purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

25. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

1. Federal Terms and Conditions;
2. Special Terms and Conditions;
3. Uniform Terms and Conditions;
4. Statement or Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits
8. Special Instructions to Offerors;
9. Uniform Instructions to Offerors; and
10. Other documents referenced or included in the Solicitation

26. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

27. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.

1.2. "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.

1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. "Contractor" means any person who has a Contract with the State.

1.5. "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.

1.6. "Days" means calendar days unless otherwise specified.

1.7. "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.

1.8. "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.

1.9. "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.

1.10. "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.

1.11. "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.

1.12. "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.

1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.14. "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.

1.15. "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 Parole 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. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.

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 on-going 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

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. Certifications Required by State Law.

3.15.1. 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.

3.15.2. 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. IRS 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 itsprovisions. 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. 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).

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of

higher education, a hospital or other non- profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

4. AMERICAN WITH DISABILITIES ACT (ADA)

Contractor agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act (1973), as amended, 29 USC §794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

5. BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

6. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R Part 661, which provide that federal funds may not be obligated unless all 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 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11 Domestic preferences for procurements.

The bidder or offeror shall submit to the Agency the appropriate Buy America certification. Bids or proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: https://transit.dot.gov/buyamerica.

8. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent

such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

9. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

10. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

11. CIVIL RIGHTS LAWS AND REQUIREMENTS

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

   a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25 prohibits discrimination on the basis of sex.

3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibits employment discrimination against individuals age 40 and over on the basis of age.

4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In

addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall 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 FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $250,000.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.

2) Contractor shall report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assurance notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Agency Regional Office

3) Contractor shall include these requirements in each subcontract exceeding $250,000 financed in whole or in part with FTA assistance.

13. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

14. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

15. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 517(d) note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5 or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 (1) of this section, the contractor and any subcontractor responsible therefore 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 (1) of this section, in the sum of $10 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 (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency 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 (2) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

17. DEBARMENT OR SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, Subpart C as supplemented by 2 C.F.R. part 1200, 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.

18. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department, deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA),

at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance
Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for DBE

certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do business in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL WITH THE OFFER BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED AND AS OUTLINED IN THE RFQ SHALL BE CAUSE FOR THE PROPOSER'S OFFER TO BE REJECTED.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona

Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material or service supplier.

   The requirements of this subsection apply to all Reportable Contracts.

   Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

   The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

   The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

   The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

   The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not

pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or

   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

     (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
     (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
     (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

   - Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

     (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
     (ii) Terminate the contract for default in accordance with this Contract, and/or
     (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
     (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is

permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontractor contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontractor contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not

count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the

Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

19. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

20. FEDERAL CHANGES

The Contactor and its subcontractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

21. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

22. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

24. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

25. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S.DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this project.

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 be made, pertaining to the underlying contract or 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, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be 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. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(I)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

28. RESTRICTIONS ON LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01 Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

29. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b (3) (a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

30. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 U.S.C. 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

31. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

32. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at: https://www.fhwa.dot.gov/federalaid/stewardship/, between the Department and FHWA are incorporated by reference.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
Quarterly Usage Report

Quarterly Usage Reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Part/Product Code	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

Exhibit NO 4.
PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (Recipient)

BUY AMERICA REQUIREMENTS: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) is satisfied that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ the analyst, not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PREAWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) certifies that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PREAWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____ (the recipient) certifies that it received, at the pre-award stage, a copy of _____ 's (the manufacturer) self-certification information stating that the buses,_____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date : _____

Signature : _____

Title : _____

PRE-AWARD AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT: A pre-award audit under this part includes— (a) A Buy America Certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PREAWARD BUY AMERICA CERTIFICATION: For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the Manufacturer which lists:

   1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle Identified by the manufacturer; and

   2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION: For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION: As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety

Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or Offeror Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror 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.

Company _____

Name _____ Title _____

Signature _____ Date _____/_____/_____

Bidder or Offeror Certificate of NONCOMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror 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), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____/_____/_____

Exhibit NO. 6
ON-SITE MANUFACTURER INPSECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at _____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____

Title _____

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement

CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENT

Procurement Contracts

(submit one form for each DBE involved in contract)

The undersigned Contractor, in accordance with Contract No._____, hereby certifies that full payment was made to the firm indicated for material and/or work performed under this project's contract as follows:

DBE firm AZ UTRACS Registration # _____
Name of DBE Firm_____ was paid the amount of_____

This certificate is made under Federal and State Laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime contractor, all documentation supporting the contractor's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor Company Name: _____

Check One: ☐ Prime Contractor ☐ Subcontractor

Name: _____ **Title:** _____

Signature: _____

Date: _____

The undersigned subcontractor/supplier/manufacturer for the above named project hereby certified that payments were received and/or justification by contractor is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

DBE Firm Name: _____

Check One: ☐ Subcontractor/Supplier/Manufacturer ☐ Lower-tier Subcontractor/Supplier/Manufacturer

Name: _____ **Title:** _____

Signature: _____

BECO Form 310PS (Rev 09-23-2021)

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: RWC International – CTR069476	**AMENDMENT NO.: One (1)**
DESCRIPTION: Medium and Heavy Duty Cabs, Chassis and Buses	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from January 18, 2025 through January 17, 2026 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

PRICING SHEET

Medium and Heavy Duty Cabs, Chassis and Busses

OFFEROR: RWC International

Bidding Requirements

Instructions: Place an x in the box of the Categories you will be Bidding on. If you choose not to bid on the FTA portion of the contract, you will not be disqualified, and you do not need to fill out the Federal paperwork for this solictation.

Categories

Category 1 Cabs and Chassis	
Phase One (1) off the Line pricing	X
Phase Two (2) off the Lot Pricing	X
Phase Three (3) FTA	

Category 2 Busses	
Phase One (1) off the Line pricing	X
Phase Two (2) off the Lot Pricing	X
Phase Three (3) FTA	

PRICING SHEET

Medium and Heavy Duty Cabs, Chassis and Busses

OFFEROR RWC International

Category 1: Medium and Heavy Duty Cabs and Chassis

Instructions: The basis for pricing shall be fixed discount(s) off Manufacturers Suggested Retail Price (MSRP). The discount offers shall clearly identify the percent of discount to apply to the contract category. Proposed products shall be for Medium and Heavy Duty Cabs and Chassis in current production and marketed to the general public and education/government agencies at the time the proposal is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, model or classification and percent off of MSRP for each phase.

Phase One (1) off the Line pricing

Manufacturer/Model/Classification	Percent Off of MSRP
International/CV515/Class 4,5,6	1%
International/eMV607/Class 6, 7 and 8	1%
International/MV607LP/Class 5,6,7 and 8	26%
International/MV607 SBA/Class 5, 6 and 7	26%
International/HV507 SFA/Class 6, 7, 8	26%
International/HV607 SBA/Class 6,7 and 8	26%
International/HV513 SFA/ Class 7 and 8	42%
International/HV613 SBA/ Class 7 and 8	42%
International/HX520 SFA/Class 8	42%
International/HX620 SBA/Class 8	42%
International/RH613 6x4/Class 8	45%
International/LT625 6x4/Class 8	45%
Isuzu/NPR /Gas/Class 4	8%
Isuzu/NPR HD / Gas/Class 4	8%
Isuzu/NQR /Gas/Class 4	8%
Isuzu/NRR HD / Gas/Class 5	8%
Isuzu/NPR HD /Diesel/Class 4	8%
Isuzu/NPR XD / Diesel/Class 4	8%
Isuzu/NQR Diesel/Class 4	8%
Isuzu/NRR Diesel/Class 5	8%
Isuzu/FTR Diesel/Class 6	8%
Isuzu/FVR Diesel/Class 7 and 8	8%
Isuzu/FVR Derate Diesel/Class 7	8%
Dennis-Eagle/ Diesel/ Class 8	1%

Phase Two (2) off the Lot Pricing

Manufacturer/Model/Classification	Percent Off of MSRP
International/CV515/Class 4,5,6	1%
International/eMV607/Class 6, 7 and 8	1%
International/MV607LP/Class 5,6,7 and 8	26%
International/MV607 SBA/Class 5, 6 and 7	26%
International/HV507 SFA/Class 6, 7, 8	26%
International/HV607 SBA/Class 6,7 and 8	26%
International/HV513 SFA/ Class 7 and 8	42%
International/HV613 SBA/ Class 7 and 8	42%
International/HX520 SFA/Class 8	42%
International/HX620 SBA/Class 8	42%
International/RH613 6x4/Class 8	45%
International/LT625 6x4/Class 8	45%
Isuzu/NPR /Gas/Class 4	8%
Isuzu/NPR HD / Gas/Class 4	8%
Isuzu/NQR /Gas/Class 4	8%
Isuzu/NRR HD / Gas/Class 5	8%
Isuzu/NPR HD /Diesel/Class 4	8%
Isuzu/NPR XD / Diesel/Class 4	8%
Isuzu/NQR Diesel/Class 4	8%
Isuzu/NRR Diesel/Class 5	8%
Isuzu/FTR Diesel/Class 6	8%
Isuzu/FVR Diesel/Class 7 and 8	8%
Isuzu/FVR Derate Diesel/Class 7	8%
Dennis-Eagle/ Diesel/ Class 8	1%

PRICING SHEET

Medium and Heavy Duty Cabs, Chassis and Busses

OFFEROR RWC International

Category 2: Busses

Instructions: The basis for pricing shall be fixed discount(s) off Manufacturers Suggested Retail Price (MSRP). The discount offers shall clearly identify the percent of discount to apply to the contract category. Proposed products shall be for Busses in current production and marketed to the general public and education/government agencies at the time the proposal is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, model or classification and percent off of MSRP for each phase.

Phase One (1) off the Line pricing

Manufacturer/Model/Classification	Percent Off of MSRP
International/Electric CE S Bus	10%
International/CE School Bus	48%
International/Integrated CE S Bus	48%
Collins/GM Chassis Yellow/Conventional Bus	1%

Phase Two (2) off the Lot Pricing

Manufacturer/Model/Classification	Percent Off of MSRP
International/Electric CE S Bus	10%
International/CE School Bus	48%
International/Integrated CE S Bus	48%
Collins/GM Chassis Yellow/Conventional Bus	1%

PRICING SHEET

Medium and Heavy Duty Cabs, Chassis and Busses

OFFEROR: RWC Inernational

Category 3: Delivery Costs

Instruction; The Contractor may offer a flat rate fee for any county that the contractor does not reside in per section 6.2 in the Scope of Work. Any delivery fees associated with all other counties shall be listed below. Please note/mark zero (0) on contractors residing county. All additional delivery fees shall be listed as a flat rate charge.

County	Delivery charge (Flat rate)
Apache	$1,150.00
Cochise	$1,150.00
Coconino	$1,150.00
Gila	$1,150.00
Graham	$1,150.00
Greenlee	$1,150.00
La Paz	$1,150.00
Maricopa	$550.00
Mohave	$1,150.00
Navajo	$1,150.00
Pima	$750.00
Pinal	$750.00
Santa Cruz	$750.00
Yavapai	$750.00
Yuma	$1,150.00

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: Brian Gall, Airport Director

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Contract: Ratify Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for the construction of a Snow Removal Equipment Building (SREB) - Phase 2.

STAFF RECOMMENDED ACTION:

Ratify the Grant Agreement with the Federal Aviation Administration for the Airport Snow Removal Equipment Building - Phase 2 for grant funds in the amount of $5,772,047.

Executive Summary:

City Council is being asked to ratify this grant agreement. The grant was offered on August 26, 2025, and was required to be accepted by September 12, 2025. Due to the immediate turnaround required, there was insufficient time to request City Council action and therefore the grant was accepted by the City Attorney and City Manager on September 3, 2025.

This grant is part of a multiple grant funding opportunity (three separate grants are anticipated) to deliver this much-needed facility. The Snow Removal Equipment Building (SREB) will store the airport's fleet of eight snow removal equipment apparatus and includes a maintenance and wash bay. The delivery of the SREB project will protect the investments made by city, state and federal funds and ensure equipment is stored securely and indoors, and increase the overall level of service of airfield (runway, taxiways, aircraft parking aprons, etc) snow removal operations. Once the project is complete, the efforts will result in an improved quality of air transportation network during the winter months and will protect the City and Federal Aviation Administration's investments in snow equipment.

Financial Impact:

Project Name: Snow Removal Equipment Building - Phase 2
Cost: Total project estimate $24,000,000 (all phases)
Account Number Budgeted: 221-07-222-3583-0-4434
FY Budgeted Amount: FY26 $8,154,275
Grant Funded: Yes, Grant award amount $5,772,047, with a City match of $151,896 and an AZ Department of Transportation match of $151,896 for a total of $6,075,839.
Funding Source: U.S. Department of Transportation, Federal Aviation Administration

Policy Impact:

None

Previous Council Decision or Community Discussion:

- Council approved the Snow Removal Equipment Building - Phase 1 Grant Agreement on 10/17/2023.

Options and Alternatives to Recommended Action:

- Accept the Grant Agreement which will provide funding for the construction of the Snow Removal Equipment

Building - Phase 2.
- Not accept the Grant Agreement and the funds will be returned and project terminated.

Background and History:
A Request for Proposal was solicited for Professional Architectural Design Services, bids were received on April 2, 2020, and on July 7, 2020, council approved the contract with APMI in the amount of $859,977. Based on bids, the City received a Grant Offer on July 13, 2020 from FAA for the Airport Improvement Program (AIP) Project No. 3-04-0015-044-2020 to Design the Snow Removal Equipment Building.

In June 2023, the City submitted three grant applications (FAA Entitlement, Bipartisan Infrastructure Law, and FAA Discretionary) to fund the construction of the Snow Removal Equipment Building. This is the second award of three grants to get to a total project cost of approximately $24,000,000.

On October 17, 2023, Council approved the FAA AIP 51 grant agreement.

On April 30, 2024, the City of Flagstaff received five Statements of Qualifications for providing Construction Manager At Risk (CMAR) services for this project and on July 2, 2024, Council approved a CMAR Design Phase Services Contract with Loven-Fann Joint Venture in an amount not to exceed $700,000 for the Airport Snow Removal Equipment Building Project.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
- Promote physical health through providing recreation opportunities, parks, open space & multiple transportation options.

Sustainable, Innovative Infrastructure
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.

Connection to Regional Plan:
REGIONAL PLAN GOALS AND POLICIES --

Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.

Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.

Policy T.10.3. Seek opportunities to expand destinations and frequency of regional air service throughout the southwest and west.

This Project will facilitate improved responsiveness to snowfall at the airport by reducing staff time needed to deploy snow removal equipment and improving access for equipment maintenance. The improved response to snow events will place the airport in a better position to support current airport operations, tenants, and air service, and will be a selling point for additional air service.

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: FAA Grant Agreement FLG-WPG-3-04-0015-053-2025

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region Arizona

Phoenix Airports District Office: 3800 N Central Ave, Ste 1025 Phoenix, AZ 85012-2136

August 26, 2025

Greg Clifton
City Manager
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

Dear Mr. Clifton:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-04-0015-053-2025 at Flagstaff Pulliam Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 12, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Sean Larson, (602) 792-1067, sean.r.larson@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kyler Erhard

Kyler Erhard (08/26/2025 13:19:27 PDT)

Kyler Erhard
Manager

U.S. Department of Transportation Federal Aviation Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	August 26, 2025
Airport/Planning Area	Flagstaff Pulliam Airport
Airport Infrastructure Grant Number	3-04-0015-053-2025
Unique Entity Identifier	XMMUMPKTLVQ3

TO: City of Flagstaff

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 30, 2025, for a grant of Federal funds for a project at or associated with the Flagstaff Pulliam Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Flagstaff Pulliam Airport (herein called the "Project") consisting of the following:

Construct Snow Removal Equipment Building – Phase 2

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $5,772,047.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $5,772,047 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 12, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor

by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

    a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

    a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

        i. Severe forms of trafficking in persons;

        ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

        iii. The use of forced labor in the performance of this grant; or any subaward; or

        iv. Acts that directly support or advance trafficking in person, including the following acts;

            a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

            b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

                1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

                2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

            c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

            d) Charging recruited employees a placement or recruitment fee; or

            e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

    b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

        i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

        ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

            a) Associated with performance under this Grant; or

            b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 16, 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for the Snow Removal Equipment Building Construction project; and the parties agree that within 120 days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for the Snow Removal Equipment Building Construction project contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kyler Erhard
Kyler Erhard (08/26/2025 13:19:27 PDT)

(Signature)

Kyler Erhard

(Typed Name)

Acting Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 2, 2025

City of Flagstaff

(Name of Sponsor)

Greg Clifton

Greg Clifton (09/02/2025 14:34:07 PDT)

(Signature of Sponsor's Authorized Official)

By: Greg Clifton

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Sterling Solomon , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Arizona__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 3, 2025

By: Sterling Solomon

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 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.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Flagstaff**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;

4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 30, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shawn Armour, IT Manager

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Contract: Cooperative purchase through State of Arizona cooperative contract #CTR062609 with MSS Business Transformation Advisory, Inc. for CAD/RMS Migration Consulting.

STAFF RECOMMENDED ACTION:

1. Approve a cooperative purchase through State of Arizona cooperative contract #CTR062609 with MSS Business Transformation Advisory, Inc. in the amount of $150,000, plus the current local tax rate; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The City is preparing for the critical process of selecting a new Computer-Aided Dispatch (CAD) and Records Management System (RMS) vendor to support public safety operations. To ensure this selection process is thorough, transparent, and strategically aligned with the City's long-term needs, staff recommends engaging MSS Business Transformation Advisory, Inc. (MSS) an Arizona-based consulting firm with a strong track record in organizational process improvement, technology evaluation, and public-sector project support.

MSS will guide the City through business process mapping, requirements development, and vendor evaluation to ensure that stakeholders across police, fire, IT, Coconino County and Northern Arizona University are aligned on priorities and that the final vendor selected will provide a modern, reliable, and cost-effective solution. Their expertise will help the City avoid costly missteps, reduce implementation risks, and ensure that the chosen CAD/RMS platform supports both current operations and future growth. The City of Flagstaff has successfully partnered with MSS Business Transformation on the implementation of OpenGov Procurement/Contracts and RTA Fleet Management software, realizing significant value through streamlined processes, improved efficiency, and measurable success in daily operations.

Approval of this cooperative purchase will allow staff to move forward with a structured, expert-led approach to selecting a CAD/RMS vendor, laying the foundation for improved public safety service delivery and operational efficiency.

Financial Impact:

Project Name: MSS Business Transformation Consulting for CAD/RMS Migration
Cost: $150,000
Account Number Budgeted: 001-01-014-0047-1-4231
FY Budgeted Amount: $150,000 of $2,250,000 of the FY2026 Application Modernization budget
Grant Funded: No
Funding Source: General Fund

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the cooperative purchase by accepting the statement of work and the State of Arizona cooperative contract #CTR062609 documents; or
2. Do not approve the cooperative purchase and do not proceed with the consulting expertise for procuring the software.

Background and History:
The City of Flagstaff has relied on the Hexagon CAD/RMS system for the past 22 years. While it has supported core public safety operations during that time, the system has become a legacy platform that no longer meets the City's operational and technical needs. Frequent technical issues require increasing amounts of IT staff intervention and create inefficiencies for end users in Police, Fire, and Dispatch. These challenges hinder performance, and limit the City's ability to take advantage of modern technology that can enhance public safety services.

To address these challenges, the City must modernize its CAD/RMS platform with a solution that is reliable, user-friendly, and scalable for future needs. Engaging MSS Business Transformation will provide the City with expert guidance throughout this process. MSS specializes in business process mapping, requirements development, and vendor evaluation, ensuring that stakeholders' needs are fully captured and that the City selects a vendor capable of delivering a modern, cost-effective, and sustainable CAD/RMS solution. Their involvement will reduce risk, improve decision-making, and position the City for a successful transition to a new platform. The City of Flagstaff partnered with MSS Business Transformation to implement OpenGov Procurement/Contracts and RTA Fleet Management software, achieving strong results and gaining substantial value through more efficient processes and improved operational outcomes.

The Procurement Section identified a cooperative purchase agency contract to utilize the purchase of MSS Business Transformation Consulting for CAD/RMS Migration. The State of Arizona conducted a fair and competitive open procurement process through a Request for Proposals. Purchasing staff reviewed the Cooperative purchase contract, contract #CTR062609, for MSS Business Transformation Consulting for CAD/RMS Migration, and determined the procurement was a fair and competitive process, and that the resulting cooperative purchase contract is applicable to this project.

Connection to PBB Priorities and Objectives:
High Performing Governance:

- Encourage public trust through transparency, accessibility and use of the City's public participation policy.
- Become an employer of choice and provide employees with the necessary tools, training and support.

Safe and Healthy Community:

- Enhance community engagement and strengthen relationships between the community and public safety services
- Provide public safety services with resources, staff, and training responsive to the community's needs

Team Flagstaff Strategic Plan:

- Provide exceptional service.

Connection to Regional Plan:
Goal PF.3. Provide high-quality emer- gency response and public safety servic- es including law enforcement, fire, medi- cal, and ambulance transport service

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:
Application Modernization

Attachments:
Statement of Work
Agency Contract
Agency Contract Offer and Acceptance
Contract Extension 2026

EXHIBIT A

Business Transformation Advisory, Inc.

Date: July 8, 2025

Statement of Work # COFMSS0201
Under Organizational Assessment, Consulting and Deployment Services (CTR062609)

Statement of Work for City of Flagstaff Computer Aided Dispatch (CAD) / Records Management System (RMS) Software Selection and Contract Negotiations.

1. Introduction

MSS Business Transformation Advisory, Inc. (MSS) will partner with the City of Flagstaff (the City) to facilitate the first phase of its multi-agency effort to replace the existing Computer Aided Dispatch (CAD) and Records Management System (RMS).

This phase focuses on working collaboratively with the City's Police Department, Fire/EMS, Coconino County Sheriff's Office, and Northern Arizona University Police to:

- Define operational and technical requirements for a modern public safety platform,
- Document current challenges and opportunities through process mapping and stakeholder engagement,
- Assess integration needs with the Jail Management System (JMS), and
- Evaluate how well the two shortlisted vendors, Mark43 and Versaterm, align with these needs.

The outcome of this work will enable the City to make an informed decision on the next steps for procurement and contracting, ensuring the selected approach supports operational goals, technical alignment, and procurement compliance.

2. Scope of Services

2.1 Approach & Key Activities

Objective:
Capture and validate operational, technical, and integration requirements for a multi-agency CAD/RMS system, develop business processes and perform a gap analysis with the two preferred vendors: Mark43 and Versaterm.

Phases:
1. Project Initiation
2. Discovery & Current State Process Mapping
3. Requirements Gathering
4. Future State Process Design (address pain points)
5. Vendor Fit-Gap Assessment
6. JMS Fit Assessment
7. Documentation & Final Review

2.2 Key Activities (by Phase)

Initiate (and Ongoing Project Management)

- Project kickoff
- Governance and team confirmation
- Project work plan and schedule development
- Set up project management tools (status, action items, risks, decisions)
- Conduct Weekly Status Meetings
- Maintain Project Plan
- Address any project risks/issues

Discovery & Current State Process Mapping

- Workshops and/or interviews with each agency
- Process mapping for 6 domains

  - Emergency Call Intake & Dispatch
  - Field Unit Operations
  - Incident Records Management
  - Fire/EMS Operations
  - Interagency Data Sharing & Administration
  - JMS Integration Workflows
- Identify operational challenges

Requirements Gathering
- Define operational, technical, compliance requirements
- Multi-tenant access and data partitioning rules
- JMS integration protocols and data exchange scenarios
- Build Requirements Traceability Matrix

Future State Process Design
- Validation workshops (single and multi-jurisdictional)
- Align future workflows

Vendor Fit-Gap Assessment
- Compare Mark43 and Versaterm capabilities against requirements
- Identify gaps, risks, and customizations
- Summarize in a Fit-Gap Analysis report

JMS Fit Assessment
- Document high-level integration workflows, pain points and scenarios
- Structure evaluation criteria for JMS vendor solutions
- High-level Fit-Gap assessment of Hexagon and Versaterm

Documentation & Final Review
- Finalize all deliverables into Requirements & Process Documentation Package
- Review with project steering committee

2.3 Deliverables (by Phase)

Initiate (and Ongoing Project Management)
- Project Work Plan, RACI, Objectives & Metrics
- Governance Framework
- Status Reports, Logs (action items, risks, decisions)
- Lessons Learned

Discovery & Current State Process Mapping
- Current State Process Diagrams (for all 6 domains)
- Pain points and gap analysis

Requirements Gathering
- Requirements Documentation
- Traceability Matrix

Future State Process Design
- Future State Process Flow Diagrams
- Multi-tenant security/data partitioning model

Vendor Fit-Gap Assessment (optional)
- Fit-Gap Analysis Report

JMS Fit Assessment
- High-level integration workflows
- Evaluation criteria for JMS vendor solutions
- High-level Fit-Gap assessment of Hexagon and Versaterm

Documentation & Final Review
- Final Report & Deliverables Package
- Lessons Learned Summary

2.4 Project Schedule and Cost

Cost

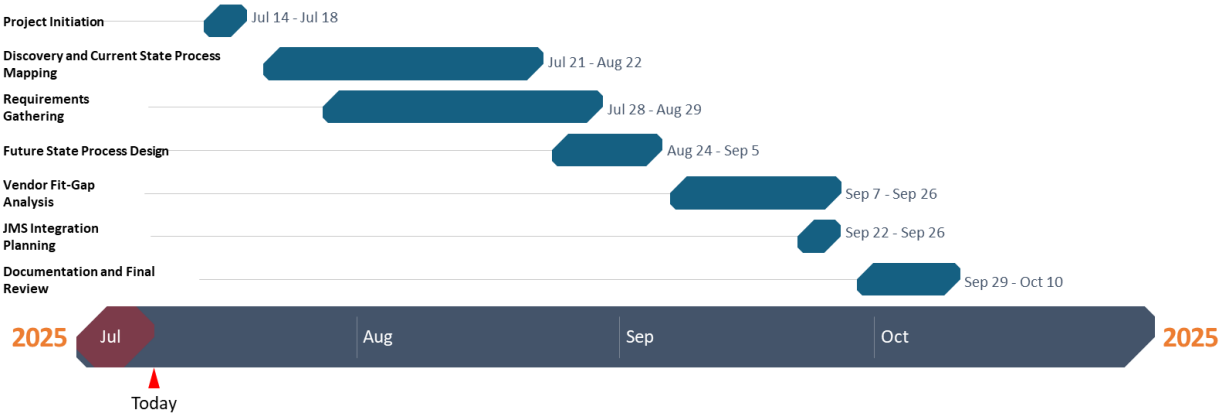
MSS will commence work on this project July 14, 2025, or another mutually agreeable date. The project is estimated to last approximately 12 weeks.

The fixed price for this scope of work will be $150,000.

MSS will invoice the City of Flagstaff per the following schedule:

Phase	***%***	***Payment Amount***
Project Initiation	10%	$15,000
Discovery & Current State Process Mapping	30%	$45,000
Requirements Gathering & Vendor Fit-Gap Assessment	30%	$45,000
Documentation & Final Review	30%	$45,000
Total	**100%**	**$150,000**

Estimated Schedule



2.5 Assumptions

- Any changes to scope will be jointly agreed to by the City and MSSBTA; and will be captured in Change Order.
- Leadership, Subject Matter Experts (SMEs), and Key Stakeholders will be available on a timely basis for the project to avoid delays.
- City will provide MSSBTA documentation, deliverables from prior work, and other resources necessary to perform the stated work.

- City will provide MSSBTA with an internal resource who will assist with scheduling meetings and other project logistics.
- Process improvement opportunities will be captured but not implemented within the scope of this work effort.
- MSSBTA retains the right to keep and use all Requirements captured during this project for its requirements repository.
- Both Mark43 and Versaterm will participate in the fit-gap analysis and vendor validation activities, providing access to system demonstrations, documentation, and Q&A with their teams.
- The City will determine the final procurement approach (e.g., invitation-only RFP, open RFP, or cooperative contract) based on the findings of this engagement.
- City Procurement and Legal will be available for consultation once procurement planning begins.
- MSSBTA will collaborate with the City to minimize travel. If travel is agreed to MSSBTA will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy.

3.0 Master Agreement Governs

The City of Flagstaff acknowledges and agrees that the obligations of the City under this Statement of Work are subject to the terms of the Organizational Assessment, Consulting and Deployment Services #CTR062609-1, dated 10/11/2022, between MSSBTA and the State of Arizona.

Agreed to by:

MSS Business Transformation Advisory, Inc.
7250 N 16th Street, Suite 310
Phoenix, AZ 85020

_____
Authorized Signature

_____
Name - type or print

_____
Title

_____
Date

City of Flagstaff

_____
Authorized Signature

_____
Name - type or print

_____
Title

_____
Date

Billing Address:

_____

_____

_____

Purchase Order Number: _____
(If Applicable)

	Request for Proposal **Notice Page**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Solicitation Number:	**BPM003907**
Description:	**Organizational Assessment, Consulting and Deployment Services**
Solicitation Due Date and Time:	**As indicated in APP**
Pre-Offer Conference:	**Pre-Offer Conference will be conducted as indicated in APP**

Proposals will only be accepted **online in "The State's e-Procurement System" at https://app.az.gov until the "Bid/Offer Due Date" indicated in "The State's e-Procurement 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 e-Procurement System to the State's e-Procurement 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 e-Procurement System".

It is the responsibility of the supplier/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.

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Request for Proposal
Solicitation No. BPM003907
Organizational Assessment, Consulting and Deployment Services

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

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	Solicitation Summary **Request for Proposal** **Solicitation No. BPM003907** **Organizational Assessment, Consulting and Deployment Services**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

1. What the State is Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to provide Organizational Assessment, Consulting and Deployment 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 Proposal, 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 basis will result with the best value and 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: BPM003907 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. Uniform Terms and Conditions

2.1.2. Attachment: BPM003907 Solicitation Instructions

2.1.2.1. Special Instructions to Offerors
2.1.2.2. Uniform Instructions to Offerors

2.1.3. Solicitation Attachments

2.1.3.1. Pricing Document
2.1.3.2. AZ Baseline Security Controls
2.1.3.3. Boycott of Israel Disclosure
2.1.3.4. Confidential Information Designation
2.1.3.5. Conformance Statements
2.1.3.6. Conformance Statements - Supplement
2.1.3.7. Experience and Capacity Questionnaire
2.1.3.8. Experience and Capacity Questionnaire Altman Z-Score

2.1.3.9. Key Personnel
2.1.3.10. Letter of Insurability
2.1.3.11. Method of Approach Questionnaire
2.1.3.12. Offer and Acceptance
2.1.3.13. Offer Checklist
2.1.3.14. Organizational Profile
2.1.3.15. Proposed Subcontractors

2.2. The State may issue a Solicitation Amendment at any time after solicitation publication, and before the proposal due date. It is the responsibility of the supplier/offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

1. Purpose and Background

1.1. The State of Arizona, on behalf its Agencies, Boards and Commissions (hereafter referred as the State) as well as Participating Members of the State Purchasing Cooperative (hereafter referred as Co-Op Buyer), is seeking proposals from Offerors, experienced and capable of providing access to independent Organizational Assessment, Consulting and Deployment Services with the goal to provide professional services in the areas of finance, research, and advanced business methods around cost savings strategies, operational efficiencies, including analysis and deployment activities services to the State and Co-Op Buyers (hereafter collectively referred as the Customer).

1.2. There may be multiple contracts awarded under this solicitation and there will be no minimum amount of work guaranteed. After contracts are awarded, the State may solicit one (1) or more Contractors whenever a need for a specific project arises. Projects may be short term or long term and will be solicited on a case by case basis via a Task Order process.

1.3. With the consumerization of information technology, finance services, and other business methodologies, such as Lean and Continuous Improvement, Arizona citizens are expecting State services to be available to them anywhere, any time. This requires State agencies to be flexible and adaptable, and openly and securely share quality information and business challenges to stimulate the development of new value-added services to the citizens of Arizona.

1.4. To accomplish all of this, the State's goal is to assess its organizational opportunities within all agencies to elevate its focus in the discovery and accomplishment of new ways to perform its core business of innovating state government.

1.5. Over the course of this contract, the State intends to expand its view of organizational best practices by securing the services of commercial firms to assist in the assessment of current operational states, making recommendations for future advancements and potentially deploying the found best practices through program development and implementation.

1.6. The type of projects envisioned for Contractors is wide ranging and may include but not be limited to:

1.6.1. Enhanced enterprise alignment of processes with business goals, by seeking ways to improve those processes and their deployment either at the agency of statewide level;

1.6.2. Establishment of measurements that can be used to track and monitor performance for continuous improvement and optimization; and

1.6.3. Assist with the deployment and realization of optimized business functions within State government.

1.6.4. Assist with the development and deployment of strategies to ensure maximum utilization of enhanced business products by customers of State government.

2. Definitions

2.1. Business Day: A business day typically refers to any day in which normal business operations are conducted. This is generally considered to be Monday through Friday from 8 a.m. to 5 p.m. local time and excludes weekends and State holidays.

2.2. Strategic Consulting: Organizations on high-level decisions in an unbiased fashion, using deep industry knowledge to deliver the best results.

2.3. Deliverables: A deliverable is a tangible or intangible good or service produced as a result of a project that is intended to be delivered to a customer.

2.4. Milestones: Milestones are tools used in project management to mark specific points along a project timeline.

2.5. Management Consulting: Generally implies advising at the highest-level of a company.

2.6. Scope of Work (SOW): The area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the Contractor.

2.7. Task Order (TO): Means an order for services placed against an established contract.

3. General Requirements

3.1. The Contractor shall:

3.1.1. Possess experience with public sector in the areas of finance, research, and advanced business methods around cost savings strategies, operational efficiencies, and marketing, including analysis and deployment activities, management practices, and technological trends.

3.1.2. Be able to provide strategic consulting to Customers in:

3.1.2.1. The assessment of current operational states;

3.1.2.2. Making recommendations for future advancements; and

3.1.2.3. Deploying the found best practices through program development and implementation.

3.1.3. Produce unbiased market research including leading products and services in order to achieve ongoing improved efficiency and modernization of technology.

3.1.4. Provide an access to the most current information, trends, recommendations and advice on relevant topics relating to the operations of a public sector organization.

3.1.5. Offer exceptional interpersonal, leadership, presentation and customer service skills.

3.1.6. Respond to issues, inquiries, and all written correspondence within one (1) business day.

3.1.7. Assign a Representative who will be the Customer's primary point of contact for services.

3.1.7.1. Account Representative shall not be removed or replaced without the advanced written approval of the Customer.

3.1.7.2. Should advance approval be impossible due to circumstances beyond the Contractor's control, written notice shall be provided within two (2) business days.

3.1.8. Assign specific individuals as Key Personnel intended to provide services under this contract an each approved Task Order.

3.1.8.1. Key Personnel shall not be removed or replaced without the advanced written approval of ADOA.

3.1.8.2. Should advance approval be impossible due to circumstances beyond the Contractor's control, written notice shall be provided within two (2) business days.

3.1.8.3. The Contractor shall provide Contract Owner with a revised Key Personnel document for replacement of Key Personnel.

3.1.8.4. If the Contractors replaces Key Personnel, it shall be with personnel of substantially equal ability and qualifications and shall not affect the ability to meet all schedules and deliverables.

3.1.8.5. The Contractor shall bear all transitional expenses incurred due to replacement of any Key Personnel.

3.1.8.6. Transitional expenses shall include all costs associated with the preparation of replacements for Key Personnel, such that replacements are to be prepared to productively continue from the point where replaced Key Personnel finished.

3.1.9. Provide adequate staff of experienced certified/qualified personnel, capable of providing the services to be performed under this contract and each approved Task Order.

3.1.9.1. Support Staff will not be billable.

3.1.10. Comply with application development security risk mitigation techniques as identified in the Open Web Application Security Project (OWASP) Top 10 – 2010. The OWASP site is currently located at https://www.owasp.org/index.php/OWASP_Top_Ten_Project.

3.1.11. Comply with the SANS (SysAdmin, Audit, Network, Security) Institute web site and comply with the listing of critical security controls. The SANS web site is currently located at http://www.sans.org/critical-security-controls/.

3.1.12. Comply with the NIST (National Institute of Standards and Technology) web site and comply with the Security and Privacy Controls for Federal Information Systems related to application and infrastructure development and/or support. The NIST web site is currently located at http://csrc.nist.gov/publications/drafts/800-53-rev4/sp800-53-rev4-ipd.pdf.

3.1.13. Submit completed Arizona Baseline Security Controls (Solicitation Attachment - AZ Baseline Security Controls).

3.1.14. Comply with the requirements for the term of the contract.

3.1.15. Disclose any actual or possible conflict of interest with respect to the services that State or Customer renders to its customers.

3.1.16. Disclose any actual or possible financial or proprietary conflicts of interest with respect to the subject matter of the SOW, Specification, and/or Task Order.

3.1.17. Ensure that a Procurement Disclosure Statement is signed by all Contractor employees involved in development of that specific Task Order.

4. State Program Redesign or Revitalization Requirements

4.1. The Contractor shall:

4.1.1. Be responsible for assisting in developing, growing, and maintaining a holistic redesign of certain operations with the State of Arizona by providing subject matter experts in the below referenced disciplines.

4.1.1.1. Develop an overall management strategy and approach.

4.1.1.2. Create regular and periodic campaigns to generate knowledge and encourage enterprise participation.

4.1.1.3. Manage and summarize feedback for the purpose of enhancing capabilities, as well as improving the overall results.

4.1.1.4. Become key point of contact for support and State coordination.

4.1.2. Take on related assignments as indicated, including providing basic metrics and reporting of all significant efforts and success.

4.1.3. Consult with Customer in order to discover new solutions, identify needs, and explain opportunities and limitations.

4.1.4. Guide State professionals regarding technical and general requirements of program design or redesign if needed.

4.1.5. Develop modifications or enhancements and work with appropriate personnel to utilize best tools and practices.

4.1.6. Identify and proactively troubleshoot problems associated with potential change.

4.1.7. Evaluate operations, and recommend improvements and modifications of processes.

4.1.8. Develop strategies and/or plans for design/redesign.

4.1.9. Research, evaluate, propose use of new technologies and/or business processes and report findings to Leadership through prepared presentations.

4.1.10. As directed, work with State personnel in the deployment of the Leadership approved changes.

4.1.11. As a part of the overall function, act as an extension of the State's organization by providing identification and deployment of new opportunities in such areas as cost savings, operational efficiencies, program redesign, and associated deployment activities.

5. Business Analyst Requirements

5.1. The Contractor shall:

5.1.1. Assist in defining business needs and recommending solutions that deliver value to stakeholders. The general responsibilities will include, but are not limited to:

5.1.1.1. Gather and document business requirements;

5.1.1.2. Translate requirements into business, functional and use case documents;

5.1.1.3. Provide functional expertise during the design and construction phases of projects;

5.1.1.4. Develop and execute comprehensive plans, conditions, test scripts, and test cases;

5.1.1.5. Maintain business standards by applying project management methods, tools and processes as standard practice;

5.1.1.6. Create and deliver related user documentation and end-user training; and

5.1.1.7. Prepare and deliver informative, well-organized presentations and project status reviews to stakeholders including process owners, customers and stakeholders.

6. Program Analysis Requirements

6.1. The Contractor shall:

6.1.1. Define, develop, analyze, and maintain new organizational programs or reinvent existing State programs in support of the achievement of business operational revitalization. This includes writing, testing, and analyzing programs and its associated outcomes with the goal of deliverable optimization. The general responsibilities will include, but are not limited to:

6.1.1.1. Identifies requirements by establishing personal rapport with customers to understand service requirements; and

6.1.1.2. Arranges program requirements by analyzing existing processes; preparing a work flow optimization methodology and proposed deliverables based on the Contractor's experience in developing or utilizing best in class practices in finance, research/assessment and other generally accepted business methods.

7. Program Strategy Requirements

7.1. The Contractor shall:

7.1.1. Be responsible for overseeing all content requirements.

7.1.2. Create all content strategy deliverables (content audits, gap analyses, taxonomies, frameworks, style guides, content migration plans, etc.) across the project lifecycle.

7.1.3. Collaborate closely with internal groups.

7.1.4. Play a key role in defining the needs of varied departmental experiences.

7.1.5. Work closely with customers to ensure the necessary core business delivery mechanisms remain.

7.1.6. The general responsibilities will include, but are not limited to:

7.1.6.1. Act as a key member of team;

7.1.6.2. Develop a strategy document;

7.1.6.3. Assess, catalogue, and organize program content;

7.1.6.4. Assign and track new program development;

7.1.6.5. Implement taxonomy/nomenclature lists and definitions;

7.1.6.6. Write revitalized business program processes;

7.1.6.7. Implement an optimization plan for the program;

7.1.6.8. When required conduct workshops;

7.1.6.9. Speak and present to customers on strategy;

7.1.6.10. Mentor other strategists in agencies, boards, commissions, and departments; and

7.1.6.11. Provide regular reporting to stakeholders on “performance” (engagement rates, program depth of change, etc.) using existing tools.

7.1.6.11.1. Results should be relevant and useful in shaping ongoing program strategy development.

8. Training Requirements

8.1. The Contractor shall:

8.1.1. Be responsible for providing potential training services to assist in the knowledge transfer to, and/or education of, Customer employees and leadership.

8.1.2. Work closely with the business owners to identify training opportunities both internally and externally to the organization.

8.1.2.1. The purpose of the training sessions and materials would be twofold:

8.1.2.1.1. Provide training to State resources for the purpose of supporting and maintaining the proposed program change; and

8.1.2.1.2. Provide training to State stakeholders who may be impacted by the program change.

8.1.3. The general responsibilities will include, but are not limited to:

8.1.3.1. Analyze and assess learning needs and coordinate with the State team to develop appropriate training course content and material(s);

8.1.3.2. Document and maintain all training processes and issues;

8.1.3.3. Interact with respective agencies in scheduling training programs;

8.1.3.4. Monitor training sessions and trainees; and

8.1.3.5. Provide feedback to business on the effectiveness of the overall training program and make recommendations on how to improve or add additional content/courses.

9. Technical Writing Requirements

9.1. The Contractor shall:

9.1.1. Develop written information and aid in their development, use, and support. The general responsibilities will include, but are not limited to:

9.1.1.1. Individually develop and update technical documentation/content adhering to format, content and style guidelines; and

9.1.1.2. Produce content in desktop publishing, online help, and multi-media formats.

9.1.1.3. Outputs will include a range of documents to be read by both technical and non-technical personnel across all levels of State.

10. Project Director Requirements

10.1. The Contractor shall:

10.1.1. Be responsible for researching, planning, developing and implementing an organization's program(s). The general responsibilities will include, but are not limited to:

10.1.1.1. Prepare and provide to the State Project Leader set goals for program(s) based on the organization's strategic objectives;

10.1.1.2. Prepare and provide to the State Project Leader a Plan for program(s) from start to finish, including identifying processes, deadlines and milestones;

10.1.1.3. Develop and provide to the State Project Leader an operations and budget for approval;

10.1.1.4. Build a strong team through open communication and by collaborating on decision-making responsibilities;

10.1.1.5. Lead large group discussions to answer questions and remedy complaints;

10.1.1.6. Create and nurture effective communication with the organization;

10.1.1.7. Provide the State Project Leader with input on hiring activities; and

10.1.1.8. Train and be a motivating mentor to staff.

11. Project Management Requirements

11.1. The Contractor shall:

11.1.1. Be responsible for developing and managing:

11.1.1.1. The overall plan, including objectives and success criteria;

11.1.1.2. Deliverables;

11.1.1.3. Roles/responsibilities;

11.1.1.4. Communication protocols;

11.1.1.5. Document control methodology;

11.1.1.6. Cost management;

11.1.1.7. Schedule management; and

11.1.1.8. Quality management plans.

11.1.2. The general responsibilities will include, but are not limited to:

11.1.2.1. Develop a project management plan;

11.1.2.2. Provide weekly status updates verbally and in the form of a written report;

11.1.2.3. Develop and maintain a detailed project management work plan;

11.1.2.4. Confer frequently with the State Project Manager(s) and/or the Managers;

11.1.2.5. Provide the State Project Manager(s) with weekly status reports in a format and with specific content as defined by the State;

11.1.2.6. Provide the State Project Leader with information concerning procurement risks and issues;

11.1.2.7. Prepare ad hoc reports, as requested, and in a format approved by the State; and

11.1.2.8. Participate in face-to-face or teleconference meetings, as needed, with the State project team, and other ad hoc groups formed to facilitate the successful implementation of the core services.

12. Business Process Improvement/Optimization Management

12.1. The Contractor shall:

12.1.1. Act as an extension of the State organization by providing Business Process Improvement/Optimization services.

12.1.2. Provide consultation to the State by evaluating, planning and implementing improvements in business processes and practices resulting in efficiencies in delivery of State services, cost savings opportunity identification and strategies for probable deployment. The general responsibilities will include, but are not limited to:

12.1.2.1. Identify processes that could be candidates for business process re-engineering and or cost savings;

12.1.2.2. Participate in the documentation of current and future-state processes;

12.1.2.3. Participate in engagements such as Kaizen events, or other best known methods to find deeper and more significant opportunities for the State; and

12.1.2.4. Coordinate and deploy effective Contractor resources to produce and or positively affect outcomes and or deliverables.

13. Business Process Analysis

13.1. The Contractor shall:

13.1.1. Devise and design business process requirements for all related business, financial, and operations systems critical to the State's core organizational functions.

13.1.1.1. This includes researching and analyzing data in support of:

13.1.1.1.1. Business functions;

13.1.1.1.2. Process knowledge; and

13.1.1.1.3. Systems requirements.

13.1.2. The general responsibilities will include, but are not limited to:

13.1.2.1. Be familiar with the Roles, Tasks, Duties and Responsibilities of the State;

13.1.2.2. Analyze, develop and configure business processes and data structures;

13.1.2.3. Analyze, develop and implement new business architecture;

13.1.2.4. Translate business objectives and requirements into functional and system specifications;

13.1.2.5. Develop, configure and test business requirements;

13.1.2.6. Create and generate detailed project documentation;

13.1.2.7. Create other information deliverables;

13.1.2.8. Interact with the State to understand their business needs and requirements;

13.1.2.9. Coordinate with implementation team to develop and refine logistics;

13.1.2.10. Assist and support the design and development of required processes and enhancements; and

13.1.2.11. Ensure project is completed on time and within the budgetary limits.

14. Procurement Office Reporting Requirements

14.1. The Contractor shall:

14.1.1. Submit to State a Quarterly Usage Report documenting all contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately.

14.1.2. A Quarterly Usage Report shall be submitted, even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers.

14.1.3. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place orders independently of each other.

14.1.4. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9.

14.1.5. Contractor shall submit the report to the Contract Manager via email.

15. Task Order Process of Engagement

15.1. The Contractor shall:

15.1.1. Provide strategic, management consulting services and Subject Matter Experts that:

15.1.1.1. Are coupled with the research services;

15.1.1.2. Provide support to the implementation of best practices;

15.1.1.3. Understand and react to benchmark results; and

15.1.1.4. Assist the Customer in aligning their requirements with available resources.

15.1.2. Respond to a Task Order Request using the Task Order Template, as outlined below in Exhibits section, which lists mandatory information to be included in each Task Order Response.

15.1.3. Contractors may choose to respond or not to respond to a Task Order Request.

15.1.3.1. If a Contractor chooses to not respond to a Task Order request then Contractor must provide written confirmation of the choice to not respond.

15.1.3.2. If a Contractor choose to respond or not to respond to a Task Order Request, the Contractor shall:

15.1.3.2.1. Not add any terms or conditions to their Task Order Response that are not consistent with the Contract; and

15.1.3.2.2. May add sections to the template to clarify their Task Order Response.

15.1.4. For each Task Order assigned, the Contractor shall fully staff the project and assign a designated point of contact (a Project Manager) to serve as liaison with designated Customer staff and be responsible for:

15.1.4.1. The project tasks, including performance, reporting, and quality control responsibilities.

15.1.4.2. May be required to remain on-site for certain projects depending on the complexity or importance.

15.1.4.3. Submitting written progress reports to the Customer, upon request.

15.1.4.4. Depending on the nature and complexity of the project, be responsible for assembling and coordinating a project team consisting of varying disciplines and professional levels.

15.1.5. Upon receiving a Task Order request, the Contractor shall:

15.1.5.1. Acknowledge receipt within twenty-four (24) hours; and

15.1.5.2. Provide a written proposal to the Customer within a timeframe as directed by the Customer.

15.1.6. The written proposal shall contain the following:

15.1.6.1. A detailed project management proposal, which includes the name and qualifications of the Contractor's designated personnel, and the names and qualifications of all staff, designated by job description as described herein, to be assigned to the project.

15.1.6.2. An all-inclusive, not to exceed, project price estimate detailing the estimated number of hours, by job description, and any other project-related costs.

15.1.6.3. Based upon the work complexity, the estimated hours shall be in accordance with the pricing as specified in the Pricing Document attachment.

15.1.6.4. Once a project proposal has been accepted by the Customer, the Contractor shall not exceed the approved timeline or approved costs without prior written approval of the Customer.

15.1.6.5. In the event that the Customer requires any change to the Scope of Work to be performed under a given project, the Customer will issue a written Task Order Amendment to the Contractor. The revised project proposal shall include the following:

15.1.6.5.1. Changes to the SOW, including adjustments to timeframes for project completion;

15.1.6.5.2. An all-inclusive, not-to-exceed project price estimate supported by a cost breakdown detailing the estimated number of hours by job description (including volume discount); and

15.1.6.5.3. Any other project-related cost required to complete the project as changed by the Customer.

15.1.7. Upon request, submit written progress reports to the Customer. The reports shall include, but not be limited to:

15.1.7.1. A management report of current and completed Milestones/Deliverables;

15.1.7.2. Provide monthly expenditure and activity reports if requested;

15.1.7.3. Total expenses accrued as of the report date; and

15.1.7.4. Overall assessment of project status to include a description of any outstanding problems along with a recommendation(s) for corrective action.

16. Customer Requirements

16.1. The Customer will:

16.1.1. Solicit all work to be performed under this contract to one or more Contractors via the following process:

16.1.1.1. Engaging contractors will start by issuing a task order for a specific set of Deliverables.

16.1.1.1.1. Project requirements, Milestones, Deliverables time frames, service levels and other requirements will be specified in the Task Order (Task Order Template below in Exhibits section).

16.1.1.2. Award each individual engagement using a Task Order process.

16.1.1.3. Verify that Task Orders are within the realm of Finance or Financial services, Business/Economic/Government Research/Assessment Services, or Business Process Improvement/Optimization Services.

16.1.1.4. Make sure that Task Orders are to be sent to one (1) or more Contractors.

16.1.1.5. Ensure that the Task Order Template is always used by the State.

16.1.1.5.1. The State has the right to modify the form and/or content of the Task Order Response Template, as it deems necessary.

16.1.1.5.2. Co-Op Buyers may use a similar template.

16.1.1.6. The selection of Contractors will depend upon:

16.1.1.6.1. The contract terms;

16.1.1.6.2. The required skills and capabilities;

16.1.1.6.3. Pricing; and

16.1.1.6.4. Other factors in the Contractor’s response to this RFP.

16.1.1.7. Based on the Task Order Response(s) the Customer may choose:

16.1.1.7.1. One or more final candidate(s) it deems most acceptable or choose to not select any Task Order Response; and

16.1.1.7.2. To execute a selected Task Order Response(s) or to discuss specific items in a selected response with the Contractor.

16.1.1.8. Prior to awarding a Task Order, ensure that:

16.1.1.8.1. A Task Order for any projects or investments expected to exceed hundred thousand dollars ($100,000) in cost are sent out to a minimum of three Contractors; and

16.1.1.8.2. Appropriate indemnification and insurance requirements are established and incorporated into the Task Order request.

16.1.1.9. The State and Contractor(s) have a mutual responsibility to ensure accurateness and completeness of all information exchanged via this process.

16.1.1.9.1. If the Contractor provided advice and services regarding the SOW requirements, the Contractor shall be excluded from the opportunity to bid on the resultant Task Orders and services required.

17. Task Order Request and Contractor Response

17.1. The Contractor and the Customer should:

17.1.1. Ensure that any submitted Task Order and the Contractor response should include at a minimum the following elements:

17.1.1.1. Designation of Project;

17.1.1.2. Fixed bid or per hour pricing;

17.1.1.3. Purpose of the Project;

17.1.1.4. The Scope of Work (SOW);

17.1.1.5. Anticipated length of engagement;

17.1.1.6. Key project deliverables and milestones (if applicable);

17.1.1.7. Special licensing considerations (if any);

17.1.1.8. Documentation requirements;

17.1.1.9. Business and/or technical requirements;

17.1.1.10. Reporting requirements;

17.1.1.11. Service Level Agreements (SLA's);

17.1.1.12. Penalties (if any) for late delivery of key deliverables and/or SLA deficiency; and

17.1.1.13. Due date of the SOW Response.

17.2. The term of a Task Order may:

17.2.1. Be extended upon mutual agreement of the Customer and Contractor(s).

17.2.2. Not exceed the active term or term extensions of the Contract.

17.3. The termination of a particular Task Order shall not affect the duties and obligations of the Customer and the Contractor(s) regarding any other Task Orders then in effect.

18. Contractor Staff Responsibilities and Qualification

18.1. The Contractor shall provide the following:

18.1.1. A team of professionals who will be responsible to see that all contract requirements and service Deliverables under this contract are met, and that the Contractor meets any associated Task Order(s).

18.1.1.1. Available during regular business hours for questions and/or meetings.

18.1.1.2. Experienced in providing services for similar entities, accessible to the State, and with a sufficient capacity and authority to respond to the State issues in a timely manner. Contractor shall assign, at a minimum, team that include the following members:

18.1.1.2.1. A day-to-day Representative that will have the primary responsibility of:

18.1.1.2.1.1. Responding to all contract issues;

18.1.1.2.1.2. Coordinating the efforts of Contractor's staff; and will

18.1.1.2.1.3. Be responsible for all aspects of project management including, but not limited to, the initial planning, implementation, progress tracking, and completion of projects.

18.1.1.2.2. Business Analysts

18.1.1.2.3. Program Analysts

18.1.1.2.4. Program Strategists

18.1.1.2.5. Trainer/Training Team

18.1.1.2.6. Technical Writing Specialists

18.1.1.2.7. Project Director

18.1.1.2.8. Project Managers (PM's)

18.1.1.2.9. Business Process Improvement/Optimization Managers

18.1.1.2.10. Business Process Analysts

18.1.2. Contractor shall provide a thirty (30) day advance written notice to the State of any planned change in the primary Project Manager.

18.1.3. Any individual assigned to the project who does not perform assigned duties in a manner satisfactory to the State shall be removed or replaced by Contractor within twenty-four (24) hours.

19. Exhibits

19.1. Task Order Template

1. Task Order (TO)

1.1. This Task Order is governed by contract [insert contract number] between [Customer] and [Contractor]. In the event of a conflict between the terms in this Task Order, including Contractor's Task Order Response, and the terms of contract [insert contract number], the terms of contract [insert contract number], shall prevail.

2. Background

2.1. [Provide background for the Task Order, outline why the contractor team would want to work on this and who the major user groups would be]

3. Purpose (If applicable)

4. Definitions (If applicable)

5. Performance Objectives

5.1. [Use this section to outline Objectives for the Task Order. Objective summarizes the Product feature in light of vision of the product and high-level technical functions, high-level business functions, Primary end-users and their high-level needs (if applicable), the development approach and description of systems to be used (if applicable), ongoing process for evaluating and determining changing scope]

6. Scope [Provide Scope of Work for Task Order]

6.1. The Contractor shall:

[Include the technical and related project management activities such as but not limited to:

- Tasks that the contractor must successfully perform;
- Operational requirements that must be met while the contractor performs; and
- Generalized administrative requirements and any other terms and conditions, etc.]

7. Constraints (If applicable)

7.1. [Provide technical constraints here]

8. Roles and Responsibilities

8.1. The Contractor shall:
[Add specific roles here]

9. Key Personnel - Skills and Knowledge

9.1. [Add specific skills and knowledge required here]

10. Timeline

10.1. [Add specific timeline here]

11. Deliverables and Milestones

11.1. The Contractor shall:

11.2. Provide the following Deliverables within the designated timeframes:

Required Deliverable	Due Dates	Description of deliverable

12. Review and Acceptance (If applicable)

12.1. [Add specific details applicable to review of deliverables and acceptance process]

13. Reporting (If applicable)

13.1. [Add specific details applicable here]

14. Penalties (if any)

14.1. [Add specific details applicable here for late delivery of key deliverables or SLA deficiency]

15. Insurance Requirements

15.1. [Verify that the Contractor possess proper Insurance coverage. Insurance Modules can be obtained here: https://staterisk.az.gov/sites/default/files/documents/files/State%20Risk%20Management%20Insurance%20%20Indemnification%20Modules%20-%20Current.pdf#overlay-context=insurance/forms]

16. Payment

16.1. Individual consultant pricing shall be specific for a given Task Order. [Total Cost is an all-inclusive, not to exceed, project price with all estimated hours by designate personnel and project-related costs].

16.2. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Task Order under the contract [insert contract number].

17. Travel

17.1. [Add specific details applicable here]

18. Task Order Amendment

18.1. Any material changes to the project, including all changes requiring the addition of funds, shall require a mutually executed Task Order Amendment.

19. Task Order Term

19.1. This Task Order shall be effective on [insert start date] through [insert anticipated end date], unless extended In accordance with the Special Terms Conditions, of the underlying contract [insert contract number].

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT:

FOR AND ON BEHALF OF THE [Customer]:	FOR AND ON BEHALF OF THE [Contractor]:
Authorized Person Signature	Authorized Person Signature
Printed Name	Printed Name
Title	Title
Date	Date
Contract Number	Contract Number

1. Compensation method

Contractor will be compensated based on the final detailed written quote approved by the Customer.

2. Pricing

2.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Attachment titled Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will 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.

2.1.1. 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.

2.1.2. 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.

2.1.3. 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 it was before, then Supplier agrees to charge at 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.

2.2. 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. 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.

2.3. 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 such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

2.3.1. Initial Contract prices will be honored for one year after award of Contract.

2.3.2. All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

2.3.3. 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 State.

2.4. 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 difference in pricing, begin, and end date of promotion along with the products covered.

2.5. Additional Charges. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6. Travel. Contractor shall get 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. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3. Funding

No particular funding considerations apart from paragraph 4.4 [Availability of Funds for the Next State fiscal year] and 4.5 [Availability of Funds for the current State fiscal year] of the Uniform Terms and Conditions have been identified as of the Solicitation date.

4. Invoicing

4.1. Invoices Go To Buying Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address

indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2. Minimum Invoice Requirements. Every invoice must include the following information:

4.2.1. Bill-to name and address
4.2.2. Contractor name and contact information
4.2.3. Remit-to address
4.2.4. Invoice number and date
4.2.5. State contract number
4.2.6. Order number (APP PO number)
4.2.7. Date the services performed
4.2.8. Applicable payment terms
4.2.9. Material or Service description (Itemized)
4.2.10. Quantity delivered or performed
4.2.11. Line item unit of measure
4.2.12. Item price
4.2.13. Extended pricing
4.2.14. Taxes (as a separate invoice line item)
4.2.15. Mailing fees (if applicable)
4.2.16. Total invoice amount due

4.3. No Invoice Without Authorization. Contractor shall not seek payment for any:

4.3.1. Materials or Services that have not been authorized on an acknowledged Order;

4.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or

4.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

4.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (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.

4.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

4.5.1. The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify the Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.5.2. Invoices will be deemed automatically rejected upon delivery if they:

4.5.2.1. are sent to an incorrect address;

4.5.2.2. do not reference the correct State contract or APP Order number; or

4.5.2.3. are payable to any Person other than the Contractor.

4.5.3. The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5. Payments

5.1. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2. 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.

5.3. Recovery of overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an over-payment 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.

5.4. Payment to subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5. 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 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.

5.6. 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/afis/vendor-information**

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. 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. Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) and Arizona Administrative Code (A.A.C.) are each defined in the Instructions to Offerors.

   1.4. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx

   1.5. Attachment. Any item that:

      1.5.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);

      1.5.2. Was attached to an Offer when submitted; and

      1.5.3. Was included in the Accepted Offer.

   1.6. Pricing Document. Section Pricing Document of the Solicitation Requirements document of the Solicitation Documents, provided that, if there is no such Section in the Contract, then “Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.7. Contract Amendment. A document signed by the Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.

1.8. Contract Terms and Conditions. The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.9. Contractor. The Person identified on the Accepted Offer who has entered into the Contract with the State.

1.10. Contractor Indemnitor. Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.11. 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 IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

1.12. Eligible Agency.

1.12.1. 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.

1.12.2. If the Special Terms and Conditions indicate that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.12.3. If the Special Terms and Conditions indicate that the Contract is a "statewide" and "cooperative" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board or any Co-Op Buyer.

1.13. Indemnified Basic Claims. "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, costs of claim processing, investigation and litigation for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively.

1.14. Instructions to Offerors. "Instructions to Offerors" means the Solicitation Instructions document of the Solicitation.

1.15. Order. The instrument by which the State 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 being an "Order":

1.15.1. "Release" or "Release Purchase Order: in The State's e-Procurement System;

1.15.2. "task order," "service order," or "job order" when a Release Purchase Order for Services has already been created in The State's e-Procurement System; or

1.15.3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies

1.16. The State's e-Procurement 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 e-Procurement 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

1.17. 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.

1.18. State Indemnitees. Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19. Subcontractor. A.R.S. §41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform Work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ." The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.20. 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(31) [*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 1. 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(43) [*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, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

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) Pricing Document;

(7) Exhibits to the Pricing Document;

(8) Specifications; and

(9) 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.

2.3. Independent Contractor. Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4. Complete Integration. The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

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 two (2) years unless cancelled, terminated, or permissibly extended.

3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one or more months 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 e-Procurement 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 format notices to the email address indicated in “Contact Instructions” in the State’s e-Procurement System Summary for State; and address any required notices to State to the Procurement Officer identified as “Purchaser” in the State’s e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
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 e-Procurement 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;

3.4.2. revision to Procurement Officer appointment or contact information; or

3.4.3. 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 *(1)*, *(2)*, and *(3)* above, both parties' signatures – or "approval" in The State's e-Procurement 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 Systems, 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. By 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. Right To Audit. The retained books and records are subject to audit by State during that period. By 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.

3.6.3. 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. Contractor Licenses. Contractor shall maintain current federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8. Inspection and Testing. By A.R.S. §41-2547, State may at reasonable times inspect the part of Contractors' or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any reinspection or retesting that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

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.

3.9.1.1. "Government Purpose Rights" are:

3.9.1.1.1. 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;

3.9.1.1.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.1.1.3. 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.

3.9.1.2. "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.

3.9.2. Joint Developments. The parties 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.

3.9.3. 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:

3.9.3.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.3.2. any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

3.9.3.3. 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.

3.9.4. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, 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. Subcontract

3.10.1. 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.

3.10.2. Additional names. Contractor shall not enter into a Subcontract 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.

3.10.3. 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.

3.11. Orders

3.11.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the 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.

3.11.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.11.3. 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.

3.11.4. Special Case. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

3.11.5. 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.

3.11.6. Non-contracted Materials Or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.12. The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and 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 "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

3.12.1. Contractor shall verify if an ordering entity is a bona fide 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/programs/cooperative

3.12.2. 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).

3.12.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.12.4. 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 Article 8 and its right to terminate for default under Article 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

3.12.5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) “approving” the Order electronically in The State’s e-Procurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in The State’s e-Procurement 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 3.11.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in The State’s e-Procurement 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 e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State’s e-Procurement System and if it does so the rejection will be void.

3.12.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each 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.

3.13. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement 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:

3.13.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to the Contractor.

3.13.2. 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.

3.13.3. As described in (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.

3.13.4. As described in (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.

3.14. Other Contractors. State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors 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, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not to impose an unreasonable burden on any one of them.

3.15. Work on State Premises

3.15.1. 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.

3.15.2. 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 8.4 of the Uniform Terms and Conditions [Right of Offset].

4. Costs and Payments

4.1. Payments

4.1.1. 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 Document, 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 become true: (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 Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2. Payments Only To Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2. Applicable Taxes

4.2.1. Contractor To Pay All Taxes. State is subject to Arizona 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 (as buyer) will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, 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.

4.2.2. 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. Contract Amendments The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2. Assignment and Delegation.

5.2.1. 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.

5.2.2. In Part. Subject to paragraph 3.10 [Subcontracts] 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 laws.

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. Contractor Insurance

6.2.1. **Indemnification Clause**

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 sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. **Insurance Requirements**

6.2.2.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2.2.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.2.3. **Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

6.2.3.1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

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

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

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

6.2.3.2. Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

6.2.3.3. Workers' Compensation and Employers' Liability

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

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

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

6.2.3.4. Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.2.3.5. Technology Errors & Omissions Insurance – Required as applicable to the services provided in the awarded Task Order.

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

6.2.3.6. Network Security (Cyber) and Privacy Liability – Required as applicable to the services provided in the awarded Task Order.

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

6.2.4. **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.2.4.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.2.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.2.6. **Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.2.7. **Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

6.2.7.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

6.2.7.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.2.7.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.2.8. **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

6.2.9. **Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.2.10. **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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 paragraph 6.4 does not apply.

6.4. Force Majeure

6.4.1. Definition. For this paragraph, “force majeure” means an occurrence that is

6.4.1.1. beyond the control of the affected party,

6.4.1.2. occurred without the party’s fault or negligence, and

6.4.1.3. something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly 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 authorities, and, subject to paragraph 7.6 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2. Relief From Performance. Except of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.4.3. Excusable Delay Is Not Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.4.4. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

7. Warranties

7.1. Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (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 Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. 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, the forgoing warranty will not begin until State's acceptance.

7.2. 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 certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3. 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.

7.4. Licenses and Permits Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

7.5. 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 [Assignment and Delegation] that expressly recognizes the event.

7.6. Performance in Public Health Emergency Contractor warrants that it will:

7.6.1. 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:

7.6.1.1. identification of response personnel by name;

7.6.1.2. key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.6.1.3. alternative avenues to keep sufficient product on hand or in the supply chain;

7.6.2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [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.

7.6.3. A request from the State related to this Section 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 .

7.6.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.7. Lobbying

7.7.1. 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 (a) above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2. Exception. This paragraph 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.

7.8. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8. This section intentionally left blank.

9. This section intentionally left blank.

10. This section intentionally left blank.

11. **General Provisions for Materials**

11.1. **Applicability.** Article 11 applies to the extent the Work is or includes Materials.

11.2. **Off-Contract Materials.** Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3. **Compensation for Late Deliveries.** Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.

11.4. **Indicate Shipping Costs on Order.** Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)

11.5. **Current Products.** Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

11.6. **Maintain Comprehensive Selection.** Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.

11.7. **Additional Products.** State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.8. **Discontinued Products** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from

the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

11.9. **Forced Substitutes.** Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10. **Recalls.** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. §12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.

11.11. **Delivery**

11.11.1. PRICING. Unless stated otherwise in the Purchase Order, all Materials prices set forth therein are Free Carrier (FCA seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2. LIABILITY. Unless stated otherwise in the Purchase Order, Contractor's liability for all Materials is Delivered Duty Paid (DDP) (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3. PAYMENT. Unless stated otherwise in the Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-

designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12. **Delivery Time.** Unless stated otherwise in the Purchase Order, Contractor shall make delivery within 2 (two) business days after receiving each Order.

11.13. **Delivery Locations.** Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

11.13.1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

11.13.2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;

11.13.3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

11.13.4. if the Contract is for unrestricted statewide use, then:

11.13.4.1. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

11.13.4.2. if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

11.13.4.3. if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14. **Conditions at Delivery Location.** Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures,

allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15. **Materials Acceptance.** State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16. **Correcting Defects.** Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

11.16.1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

11.16.2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.16.3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17. **Returns.** State may, at its discretion, return for full credit and with no restocking charges any delivered. Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-

conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18. **Order Cancellations.** State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

11.18.1. 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 plus one (1) additional business day.

11.18.2. reimburse Contractor for:

11.18.2.1. its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;

11.18.2.2. the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

11.18.2.3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice. By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.19. **Product Safety.** Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20. **Hazardous Materials.** Contractor shall timely provide State with any “Safety Data Sheets” (SDS) and any other hazard communication documentation required under the US Department of Labor’s Occupational Safety and Health Administration (OSHA) “Hazard Communication Standard” (often referred to as the “HazCom 2012 Final Rule”) that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as “Material Safety Data Sheets” or “Product Safety Data Sheets”, but State (and this Contract) use only the more up-to-date “SDS” reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor’s responsibility under the Contract, the

design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

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 Offering in the Pricing Document for ordering by Eligible Agencies and Co-Op Buyers, if co-op buying applies.

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 if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists 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 must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4. **Off-Contract Services.** Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded service ordering, 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. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

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 them with other personnel having equivalent qualifications, experience, and capabilities.

12.6. **Transitions.** During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7. **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 will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8. **Requirements at Services.** Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9. **Services Acceptance.** State has the right to make acceptance of Services subject to acceptance criteria. State may apply acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for unaccepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10. **Corrective Action Required.** Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails 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.

12.10.1. Contractor shall provide to 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).

12.10.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.

12.10.3. Contractor shall take the necessary action(s) to avoid any like failure in the future if doing so is appropriate and practicable under the circumstances

13. **Data and Information Handling**

13.1. **Applicability.** Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2. **Data Protection and Confidentiality of Information.** Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

13.2.1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

13.2.2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3. **Personally Identifiable Information** Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

13.3.1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

13.3.2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/

NOTE (2): For convenience of reference only, the GSA directive is available at:

https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-

13.4. **Protected Health Information** Contractor warrants that, to the extent performance under Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

13.4.1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

13.4.2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and

13.4.3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:
http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14. Information Technology Work

14.1. **Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101 -6 "…all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

14.2. **Background Checks** Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. §41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

14.3. **Information Access**

14.3.1. SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2. INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3. ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

14.4. **Pass-Through Indemnity**

14.4.1. INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2. NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

14.4.2.1. State reserves the right to elect to participate in the action at its own expense;

14.4.2.2. State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

14.4.2.3. State shall in any case cooperate in the defense and any related settlement negotiations.

14.5. **Systems and Controls** In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6. **Redress of Infringement**

14.6.1. REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:

14.6.1.1. replace any infringing items with non-infringing ones;

14.6.1.2. obtain for State the right to continue using the infringing items; or

14.6.1.3. modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2. CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

14.6.2.1. for any software created for State under the Contract, the amount State paid to Contactor for creating it;

14.6.2.2. for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

14.6.2.3. for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

14.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

14.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

14.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7. **First Party Liability Limitation**

14.7.1. LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party

liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2. PROVISOS. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

14.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

14.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

14.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.3. PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then “purchase price” in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, “purchase price” above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.4. NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured’s ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8. **Information Technology Warranty**

14.8.1. SPECIFIED DESIGN. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

14.8.1.1. modified or altered by anyone not authorized by Contractor to do so;

14.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or

14.8.1.3. operated in a manner not within its intended use or environment.

14.8.2. COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

14.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

14.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

14.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3. PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9. **Specific Remedies.** Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10. **Section 508 Compliance.** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11. **Cloud Applications** The following are required for Contractor of any cloud solution that hosts State data outside of the State's network or transmits and/or receives State data.

14.11.1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any

requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

14.11.2. State reserves the right to conduct penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.

14.11.3. Contractor must submit a copy of system logs from the cloud system to the State of Arizona security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

14.11.4. Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

1. Definition of Terms: As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

   1.1. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.

   1.2. “Contract” means the combination of the Solicitation, including the Uniform and Special 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.

   1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

   1.4. “Contractor” means any person who has a Contract with the State.

   1.5. “Days” means calendar days unless otherwise specified.

   1.6. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

   1.7. “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.

   1.8. “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.

   1.9. “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.

   1.10. “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.

   1.11. “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 material or any service required for the performance of the Contract.

   1.12. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

   1.13. “State Fiscal Year” means the period beginning with July 1 and ending June 30.

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;

2.3.7. Documents referenced or included in the Solicitation.

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 Parole 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 all data and other "records" relating to the acquisition and performance of the Contract for a period of five 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 No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 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. 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 cover sheet, unless otherwise stated in the Contract. 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. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract 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.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall

not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The 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, the 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 and/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 and/or debarment of the contractor.

3.10. 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.

3.11. Offshore Performance of Work 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 secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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 goods 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, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. 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.

4.3.3. 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.

4.3.4. IRS 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.

4.4. 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,

4.5. 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 goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. 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 work or materials, the revision of payment terms, or the substitution of work 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. 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 material 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). The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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 section shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither party 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; or 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 or materials 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 party 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 these terms and conditions, the Contractor warrants that, for one 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. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. 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.

7.6.2. 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.

8.2.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.3. 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.

8.4. 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 for 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 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 accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 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 (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Phoenix, Arizona, 85007.

	Request for Proposal **Solicitation No. BPM003907** **Organizational Assessment, Consulting and Deployment Services**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Organizational Assessment, Consulting and Deployment Services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	3-9-2022	Keith Latchaw		
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:	9-30-2022	Keith Latchaw		
	Date	Signature		

MSS Business Transformation Advisory, Inc	Keith Latchaw
Offeror company name	Signature of person authorized to sign Offer
7250 N 16th St. Suite 310	Keith Latchaw, CEO/President
Address	Printed name and title
Phoenix, AZ. 85020	Keith Latchaw, CEO/President
City | State | ZIP	Contact name and title
86-0638601	Klatchaw@mssbta.com (602) 387-2133
Federal tax identifier (EIN or SSN)	Contact Email Address / Contact phone number

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 Order 2009-9 or A.R.S. § 41−1461 through 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. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: **CTR062609** **Contract Effective Date:** **10/11/2022**

	10/11/2022	**Simon Alvarez**	**Statewide Procurement Manager**
Procurement Officer Signature	Award Date	Procurement Officer Name	Title

	Contract Amendment	**Arizona Department of Administration** **State Procurement Office** **1802 W. Jackson Street #100** **Phoenix, AZ 85007**
	Contract ID: CTR062609	
	Contract Amendment No. 2	

ORGANIZATIONAL ASSESSMENT, CONSULTING AND DEPLOYMENT SERVICES

MSS Business Transformation Advisory, Inc.

This Contract Amendment Number 2 to extend the Contract for a period of two (2) years, through September 30, 2026, is hereby executed in accordance with the Special Terms and Conditions, Section 3.2 Contract Extensions and Section 5.1 Contract Amendments.

RECITALS

The State and Supplier entered into that certain agreement title Master Service Agreement, effective as of October 11, 2022, pursuant to which Supplier is to provide Organizational Assessment, Consulting and Deployment Services.

Thereafter, Amendment Number 1 to modify Special Terms and Conditions, Section 14.7.2 was executed on November 16, 2022.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by the Procurement Officer or delegate.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shawn Armour, IT Manager

Co-Submitter: Caleb Alexander

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Contract: Approve the Software Agreement with Emphasys Computer Solutions, Inc. in the amount of $363,406.00, plus the current local tax rate for Elite Cloud Migration.

STAFF RECOMMENDED ACTION:

1. Approve the five-year Software Agreement with Emphasys Computer Solutions, Inc. (Emphasys) for implementation and software maintenance in the amount of $363,406.00, plus the current local tax rate; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The City of Flagstaff is requesting approval to enter into a Software Agreement with Emphasys to transition our current on-premises Elite system to a cloud-hosted environment. Elite is a mission-critical software solution that supports the Flagstaff Housing Authority (FHA) operations, and moving it to the cloud will significantly improve performance, security, and reliability.

Currently, the Elite system is hosted on City-owned infrastructure, which requires considerable IT staff resources for maintenance, updates, and troubleshooting. This model presents challenges in scalability, uptime, and disaster recovery. By moving to a vendor-hosted cloud environment, the City will benefit from improved system availability, more frequent and seamless updates, stronger security protections aligned with industry standards, and reduced dependence on internal infrastructure.

This transition aligns with the City's broader IT modernization strategy to reduce risk, improve service delivery, and leverage cloud-based solutions where feasible. Approval of this contract will ensure that Elite remains a stable, secure, and sustainable platform for City operations into the future.

Financial Impact:

Project Name: Elite Cloud Migration
Cost: $74,618 for current fiscal year; $288,788 for the remaining 5 year contract for a total of $363,406
Account Number Budgeted:
001-01-014-0041-1-4231 - $12,000 for Cloud Implementation
FHA GL Accounts
10-000-419091 - $15,654.50
20-000-419091 - $15,654.50
30-000-419091 - $15,654.50
50-000-419091 - $15,654.50
FY Budgeted Amount: $74,618, plus current local tax rate
Grant Funded: No
Funding Source: General Fund $12,000, Flagstaff Housing Authority $62,618

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the purchase; or
2. Do not approve the purchase and do not proceed with the migration.

Background and History:
The City of Flagstaff has relied on the Elite system by Emphasys for many years to manage critical services for some of our most vulnerable citizens. While the software has been essential to our operations, its current on-premises implementation has proven increasingly problematic. City IT staff have had to devote substantial time and effort to address recurring technical issues, maintain system performance, and manage updates and patches. This has strained internal resources and limited our ability to focus on higher-value initiatives.

In addition to the technical challenges, hosting Elite in our own data center places the full responsibility for system security, disaster recovery, and data protection on the City. Given the sensitivity of the information stored in Elite, this creates ongoing risk. By transitioning to a vendor-hosted cloud environment, we will offload the responsibility of day-to-day system support and security to Emphasys, who can apply dedicated expertise, advanced safeguards, and more frequent updates than the City can provide in-house.

This move will not only alleviate the recurring technical burdens we currently face but will also enhance our security posture, ensuring that the personal data of those we serve is protected at the highest level possible.

Connection to PBB Priorities and Objectives:
High Performing Governance: Encourage public trust through transparency, accessibility and use of the City's public participation policy.

Become an employer of choice and provide employees with the necessary tools, training and support.

Safe and Healthy Community: Support social services, community partners, and housing opportunities
Inclusive and Engaged Community: Advance social equity and social justice in Flagstaff by supporting social services. Ensure City facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community
Livable Community: Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities

Team Flagstaff Strategic Plan: Provide exceptional service.

Connection to Regional Plan:
Supports Chapter XIII - Neighborhoods, Housing, & Urban Conservation

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
Software supports the 10-year housing plan.

Connection to Division Specific Plan:
Application Modernization

Attachments: Contract/Quote/SOW

EMPHASYS SOFTWARE AGREEMENT

This Agreement is entered into on the date set forth below, by and between Emphasys Computer Solutions, Inc. having its principal place of business in Petoskey, Michigan (hereinafter Emphasys); and City of Flagstaff, dba Flagstaff Housing Authority having its principal place of business at 3481 N. Fanning Drive, Flagstaff, AZ 86004 (hereinafter Licensee).

1. **LICENSED SOFTWARE**

   1.1. Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable license to use the software identified in Exhibit A ("Application Software") and Emphasys, as authorized agent, grants to Licensee a nonexclusive, nontransferable, non-assignable license to use the software described in Exhibit A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations and solely on the one computer system currently used by Licensee or purchased and delivered hereunder. Licensee agrees to abide by all terms and conditions as required by the manufacturers of the Other Licensed Software.

2. **PROPRIETARY INFORMATION & NON-DISCLOSURE**

   2.1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.

   2.2. Licensee may not make copies of the Licensed Software except for backup, archival, emergency recovery purposes or to replace a worn copy. If this License Agreement is terminated or expires, all such copies must be uninstalled or destroyed and the Licensed Software returned to Emphasys as specified hereunder.

   2.3. Licensee agrees that it will not allow others to reverse engineer, disassemble, de-compile or in any way tamper with the Licensed Software.

   2.4. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys, without the prior written consent of Emphasys. Licensee shall instruct in writing all parties having access to the Software of their obligations under this Article.

   2.5. In the event of Licensee's breach of this Article, as determined by Emphasys, Emphasys shall have the right to enjoin Licensee from further breach and obtain such relief as may be determined by a court of competent jurisdiction.

3. **PAYMENT TERMS**

   3.1. Licensee agrees to pay Emphasys the price of the Application Software by paying a deposit of fifty percent of the license/SaaS fees at the time of execution of this Agreement and the balance of the license fees upon initial installation of the Application Software.

   3.2. Licensee agrees to pay Emphasys the price of the Other Licensed Software by paying a deposit of eighty-five percent of the price at the time of execution of this Agreement and the balance upon initial installation of the Other Licensed Software.

   3.3. Licensee agrees to pay 100% of the amounts listed in this Agreement for Services upon delivery of such Services by Emphasys.

   3.4. Licensee agrees to pay for Software Standard Support each year, in advance, prior to the anniversary of the initial due date, which shall be effective the first of the month following the date of the initial installation of the Application Software.

   3.5. All amounts are due and payable within thirty calendar days of Emphasys' invoice, and all amounts shall be in US dollars unless otherwise noted. Emphasys accepts all major credit cards. A 3% convenience fee will be charged on processed items.

   3.6. Emphasys shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than thirty days from the due date. Emphasys shall also have the right to charge a reinstatement or collection fee equal to 10% of any amount unpaid and overdue for this period of time. In addition, Licensee shall be responsible for paying for any third party collection or legal costs incurred by Emphasys as a result of additional collection efforts. Finally, Emphasys reserves the right to cancel Licensee's license for Application Software and mandate immediate removal of Application Software, after written notice of 30 days, for any material breach by Licensee or if any charges called for herein, which are not reasonably disputable and are in excess of $10,000, remain unpaid for a period of one hundred twenty (120) days beyond the due date. Cancellation for any reason shall not affect the sums due hereunder or any additional remedies provided by law or equity.

   3.7. In addition to any penalties that may be charged, Emphasys reserves the right to assess and licensee agrees to pay a service charge of one and one-half percent (1.5%) per month or partial month on all past due invoices.

   3.9 In addition to the amounts listed for Services, Licensee agrees to pay for reasonable expenses incurred by

Emphasys to fulfill its obligations to Licensee, including travel expenses such as lodging, food, airfare, ground transportation, mileage and airport parking during the term of this Agreement.

3.10 Any sales-related taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with this Agreement, shall be paid by Licensee. If Licensee is exempt from taxation, Licensee shall provide Emphasys with a Certificate of Exemption upon request.

4. **WARRANTY**

4.1. Emphasys warrants that it is the owner of the Application Software and Documentation and that Emphasys has the right to sublicense such Application Software or Other Licensed Software, as applicable. Emphasys further warrants that no portion of the Application Software or Documentation infringes on the intellectual property rights of any third party. Emphasys will indemnify and hold harmless Licensee, its affiliates and each of their respective officers, directors, affiliates, owners, employees and agents ("Indemnitee") from any loss, liability, damage, or expense, including, but not limited to, costs of defense resulting from any claims, demands, or actions brought against Indemnitee based on a claim or allegation that the Application Software or Documentation infringes or misappropriates a patent, copyright, trade secret, information, or any other rights of any third party. Emphasys shall have the right to direct the defense strategy and to select their legal representation. The affected Indemnitee, however, shall give Emphasys prompt written notice of any such claim and shall cooperate in the defense of such claims, demands or actions.

4.2. Emphasys warrants that the Software shall substantially comply with Emphasys' then current documentation. The warranty period of thirty (30) days commences immediately following initial Software installation.

4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that Emphasys shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty period. Emphasys shall not be responsible or liable for damage to the Software caused by Licensee, acts of God, the tampering with or modification of the Software by anyone other than Emphasys' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions or external factors over which Emphasys has no control.

4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by Emphasys, unless such repairs were performed with the prior written consent of Emphasys.

4.5. Emphasys warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial standards. This warranty shall extend for thirty days following completion of the particular Service, and Emphasys shall correct all Services not so performed if brought to Emphasys' attention in writing within the warranty period.

4.6. Emphasys provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.

4.7. THE WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **LIMITATION OF LIABILITY**

5.1. Emphasys shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of Software, Services, or any documentation relating to such Software or Services provided hereunder or from any other cause, except for claims arising from the negligence or willful misconduct of Emphasys or Emphasys' employees, agents or subcontractors. Liability of Emphasys shall in no event exceed the total price of the item of Software Module, or particular Service that is the subject of the claim. In no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Software or Services provided hereunder, even if Emphasys has been advised of the possibility of such damages.

6. **AGREEMENT**

6.1. The Agreement between Licensee and Emphasys consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

6.1.1. The contents herein, as may be modified in accordance with Article 9.5, including all Exhibits.

7. **SUPPORT**

7.1. Emphasys shall provide Support commencing on January 1, 2025. During the first year of this Agreement, the cost of Standard Support will be $26,417 per year, with an additional $34,371 annually for Elite Hosting. The applicable fees, including but not limited to the standard support, and Elite Hosting, are set out in **Exhibit B** attached to this Agreement. This Agreement shall automatically renew for additional terms of one (1) year each unless either party provides the other with written notice of termination at least ninety (90) days prior to the expiration date of the initial term or of any subsequent one-year term. Fees shall be based on a five-year term. If for any reason, within the first five (5) years, the Licensee cancels any modules provided in Exhibit A below or which may be purchased later by the Licensee under this Agreement, the Licensee shall immediately owe an amount equal to 6% of the current annual Fees (excluding professional services) for each remaining month in the five-year term.

7.2. Emphasys shall be entitled to increase its fees for Standard Support, Hosting, Maintenance, and SaaS. upon sixty (60) days prior written notice to Licensee.

7.3. Emphasys agrees to provide Standard Support, as defined in this Agreement, for the Application Software licensed to Licensee. Emphasys agrees to provide Standard Support to enable the Application Software to perform substantially without interruption and error, and in Substantial Compliance with the then current Documentation and the then current Mandated Changes.

7.4. Emphasys is to provide support to Licensee for technical issues arising from the Application Software malfunctioning relative to the functionality described in the Documentation. Any additional services to support Licensee are outside the scope of this Agreement.

7.5. Audits: During the term of this Agreement and for three (3) years after termination or expiration, Licensee will maintain complete records regarding its housing unit counts, software modules installed or purchased, or any other measure upon which Standard Support fees are based. Upon reasonable notice to Licensee, Emphasys may audit, at Emphasys' expense, Licensee's unit counts, software modules installed, and other relevant measures and supporting records to determine its compliance hereunder.

7.6. **Service Level Objectives**. The SLO terms are provided in **Exhibit C** attached to this Agreement.

7.7. **Standard Support** means the following services shall be provided by Emphasys to Licensee at no additional cost to Licensee:

7.7.1. Technical troubleshooting and assistance with Application Software in order to restore the Application Software's functionality to its operational condition prior to any known errors and to comply with related published Documentation, the current published software manuals and Mandated Changes.

7.7.2. Corrections of errors, interruptions, malfunctions or defects in the Application Software to enable the Application Software to substantially conform to published Documentation.

7.7.3. Assistance with errors caused by routine Software Fixes or Enhancements that are correctly installed, as directed in writing by Emphasys.

8. **TERMINATION**

8.1 **Termination for Material Breach.** Either party may terminate the Agreement upon thirty (30) days written notice of material breach of any provision of the Agreement, unless such breach is cured during such thirty (30) day period; provided. For the purposes of this section, it will be considered a material breach if Emphasys' payment or any amounts due are over thirty (30) days in arrears.

8.2 **Effect of termination**:

8.2.1 Licensee shall, following the expiration or termination of the Agreement: (i) immediately cease using the Software and Documentation; (ii) uninstall/destroy/delete/return all copies of the Software and Documentation; and (iii) and within thirty (30) days, certify such uninstallation/destruction/deletion/return in writing to Emphasys. If certification is not received within ten (10) business days after expiration/termination, the Licensee will be charged one year of the historical lookup rate (45% of annual renewal), auto-renewing until the certificate is provided. For a Licensee to whom hosted services are being provided, the above post-termination obligations shall not apply. Upon the expiration or termination of the Agreement, Emphasys will deactivate all services from its end.

8.2.2 Emphasys shall, upon prior notice, be entitled to inspect Licensee's premises where the Software was located in order to confirm Licensee's certification. If any other copies of the Software and Documentation are discovered as a result of the audit, except as authorized in writing by Emphasys, Licensee shall also uninstall/destroy such copies in compliance with this Agreement.

8.2.3 Licensee acknowledges and agrees that no expiration or termination affects Licensee's obligation to pay all fees that may have become due before such expiration or termination. Licensee further acknowledges and agrees that all amounts payable by Licensee to Emphasys of any kind under the Agreement are immediately payable and due on the effective date of the expiration or termination of the Agreement.

9. **RESPONSIBILITIES OF LICENSEE**

9.1. **Request for Service.** At any time, Licensee may report its request for service and its priority code by entering a ticket through the Zendesk ticketing system. If Licensee believes that the Support Event is a Priority 1, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from Emphasys.

9.2. **Standard Required Information.** When contacting Emphasys for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Application Software module (e.g., General Ledger, Low Income, Section 8, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for Emphasys to properly respond to a request for service. Licensee is responsible for notifying Emphasys of any Application Software problems and providing written documentation of Application Software problems with specific examples.

9.3. **Install Latest Third Party Software.** Licensee agrees to install in their live environment the latest released version of Third Party Software that is used by and compatible with the Application Software within two (2) years of general release by said third party. During such two (2) year period, Emphasys shall use its Best Efforts to continue to support the Application Software using Licensee's version of the Third Party Software. In the event a Third Party Software product or version thereof is discontinued, phased-out or no longer supported by its owner, Emphasys' obligation to support that Software shall cease.

9.4. **Install Latest Application Software.** Licensee agrees to install the latest released Upgrade of the Application Software in their live environment within 6 (six) months of release by Emphasys.

9.5. **Reasonable Access.** Licensee agrees to provide those Emphasys personnel involved with the operation and support of the Application Software reasonable access to perform activities necessary to fulfill its obligations under this Agreement. Licensee will provide Emphasys with predefined passwords that will not change without the prior approval of Licensee. Licensee agrees to provide Emphasys appropriate access to Licensee's computer system during normal business hours via Emphasys-approved telephone modem and modem software. Licensee will also provide its own Internet access and connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of Emphasys' obligation to Licensee for software support services.

9.6. **Data for Support.** Licensee will make available to Emphasys, on a reasonable basis, data necessary for the successful support of the Application Software, including all currently existing critical files. All such data shall be considered to be Licensee's Proprietary Information, and Emphasys shall retain same in strict confidence and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.

9.7. **Backups.** Licensee shall create and keep current backups, not older than two (2) working days, of all Application Software and related data files. Licensee further agrees to make backups available for restoration purposes if needed by Emphasys. Any backup services provided by Emphasys shall result in billable time to Licensee.

9.8. **Modifications by Licensee**. In no event shall Emphasys be liable or responsible for correcting any errors or damage resulting from changes or modifications to the Application Software made by Licensee.

9.9. **Designated Licensee Contact.** It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to Emphasys.

9.10. **Data Breach; Investigation, Reporting, And Notice**. Each Party shall comply with the terms and requirements set forth in **Exhibit D** (Data Security, Incidents, and Breaches), which is incorporated into and forms part of this Agreement.

10. **GENERAL**

10.1. Site Location: The Equipment and Software shall be located at the following address: Hosted by Emphasys.

10.2. Export: The Equipment and Licensed Software furnished by Emphasys herein and any direct products thereof are presently considered licensable commodities and are regulated by the U.S. Department of Commerce. In order to either export said commodities from the United States or to re-export same from any country, a valid license from the U.S. Department of Commerce is required.

Diversion contrary to United States Law is prohibited.

10.3. Assignment: The rights under this Agreement shall not be assigned by Licensee without the written consent of Emphasys.

10.4. Complete Agreement: This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.

10.5. Modification: This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each party.

10.6. Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.7. Waivers: Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

10.8. Arbitration: All disputes, with the exception of the injunctive and other relief referred to in Article 2.5, above, arising out of or relating to this Agreement or a material breach thereof, will be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as supplemented by the Computer Guide, if then in existence. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The parties shall jointly request the American Arbitration Association to submit a panel of three arbitrators, each of which is listed on the Computer Arbitration Panel and at least one of which shall be an attorney in good standing.

10.9. Force Majeure: In the event of any cause beyond the control of either party, such party shall not be liable for any delay in the performance of, or failure to perform, this Agreement. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, quarantines, wars or war operations or other causes which could not, with reasonable diligence, be controlled or prevented by the party affected.

10.10. Notices: All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail or when delivered in person to the parties who have executed this Agreement.

10.11. Jurisdiction: The parties agree that this Agreement will be entered into in the State of Michigan, that both parties are subject to the jurisdiction of the state and federal courts in Michigan, and that such courts shall have exclusive jurisdiction over any case or controversy arising out of, or in any way relating to, this Agreement or to the relationship created hereunder. The parties further agree that the laws of the State of Michigan and of the United States shall govern the construction and interpretation of this Agreement and shall apply in any such case or controversy.

10.12. Headings: The paragraph headings used herein are for convenience of reference only and shall in no way be deemed to define, limit or add to any of the provisions hereof.

IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____2025.

Emphasys Software

By: _____

Name: _____

Title: _____

Date: _____

City of Flagstaff dba Flagstaff Housing Authority

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Licensed Modules

Licensee Name: Flagstaff Housing Authority

Application Software:

Name

Admin Suite (General Ledger, Bank Book, Account Payable/Receivable)

HCV Suite
- HCV Resident Processing
- HCV Financials
- Rent Reasonableness
- Family Self Sufficiency

LIPH Suite
- LIPH Resident Processing
- Tenant Accounting
- Work Order

Multifamily (50059)
NSPIRE-V Inspection Scheduling
NSPIRE-V Inspections Mobile App

Elite Hosting (Shared with Premium Managed Services) 20 Named users (with 5 Excel Licenses)

Other Licensed Software:

Name
None

Hardware:

Description
None

Exhibit B: Annual Maintenance & Hosting

Product	Year 1 - 2025	Year 2 - 2026	Year 3 - 2027	Year 4 - 2028	Year 5 - 2029	Five Year Total
Total Annual Maintenance:	**$26,417**	**$28,266**	**$30,245**	**$32,362**	**$34,627**	**$151,917**
Elite Hosting Annual Fee Shared Environment with Standard Managed Service	**$34,371**	**$36,777**	**$39,351**	**$42,106**	**$45,053**	**$197,659**
(20 Named Users with 5 Excel Licenses) per QUO-1000009 that follows						
Elite Hosting Installation and Project Management (one time fee) per QUO-1000009 that follows	$13,830					**$13,830**
Total Maintenance and Hosting and one-time Hosting Setup Fee:	**$74,618**	**$65,043**	**$69,596**	**$74,468**	**$79,681**	**$363,406**

SALES QUOTE

EMPHASYS SOFTWARE
1200 SW 145th Ave Suite 310
Pembroke Pines, FL 33027

Tuesday, April 29, 2025

Prepared For:
Kurt Aldinger
kaldinger@flagstaffaz.gov

Flagstaff Housing Authority
P.O Box 2098
Flagstaff, Arizona, 86004-

Senior Account Manager
Delia Niswonger
dniswonger@emphasys-software.com
(800) 968 - 6884 ext. 3038

Description: Elite Hosted Services

Quote Number: QUO-1000009

Subscriptions

Description	Quantity	Term Total
Hosting - Elite Annual SaaS	1.00	$34,371.00
		Total: $34,371.00

Professional Services

Description	Quantity	Price per Hour	Total
Project Management	12.00	$215.00	$2,580.00
Technical Services	45.00	$250.00	$11,250.00
			Total: $13,830.00

Quote Total: $48,201.00

Description : Elite Hosted Services

Hosting - Elite

Annual hosting fee for twenty (20) named users in Azure FedRamp capable, Shared Environment with Premium Managed Services (includes 5 Named Excel Licenses). If additional users are required, costs will be refactored. Hosting includes a Live and Test Environment of Elite in hosted environment, all anti-virus software, online back-ups, server maintenance, support and updates. Login is through Azure Virtual Desktop (AVD) environment accessible from anywhere with an internet connection provided staff has the credential information to login. Internet Connection, Workstations and Printers are the responsibility of the agency. At a minimum, a stable broadband internet connection with at least 15mb going down per user, and 2mb going up per user.

Annual Hosting Fee is subject to an annual increase. Through execution of this proposal, you agree to be bound to a 5 year commitment related to Elite Hosting purchased under this proposal. You agree that if Elite Hosting is cancelled within the 5 year term, the balance of the 5 year SAAS fee is due and payable immediately.

Project Management

Remote Project Management Services for creation of Project Plan and meetings.

Technical Services

Initial Setup, review and provide direction on custom reports/letters and Go Live Cut Over of Hosted Environment for Elite.

Exhibit C: Service Level Objective

Front Line Support - Severity			SLO	
Level	**Support Request Classification**	**Description: Any Service Error Comprising or Causing any of the Following Events or Effects**	**Initial Response**	**Incident Resolution**
1	Urgent Service Error	• Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Widespread access interruptions.	1 Business hour	Issue will be worked on until resolution is found.
2	High Service Error	• Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.	4 Business hours	Issue will be worked on until resolution is found.
3	Normal Service Error	• Hosted profile resets as requested by designated contact. • Hosted User Password Resets requested by designed contact • Hosted Service is operating with minor issues that can be addressed with an acceptable temporary work around. • Request for assistance, information, or services that are routine in nature.	8 Business hours	Issue will be worked on until resolution is found.
4	Low Service Error	• An event that causes a minimal disruption to business operations and can be resolved with little to no impact on users or services. These incidents typically affect a single user or a small group, with little to no impact on service delivery or business functions.	24 Business hours	Issue will be worked on until resolution is found.

Exhibit D: Data Security, Incidents and Breaches

1. DEFINITIONS.

As used in this Agreement, the following terms shall be defined as follows:
"A.R.S." means Arizona Revised Statutes.
"Authorized Persons" means Contractor's affiliates, its and its affiliates' employees, contractors, agents, or auditors, who a party reasonably determines has a need to access Personal Information to enable Contractor to perform this Agreement.

"Encrypt" means to use a process to transform data into a form that renders the data unreadable or unusable without using a confidential process or key.

"Personal Information" means any information means any information relating to an identified or identifiable natural person, and generally has the same definition as found in A.R.S. Section 18-551.

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information.

2. SAFEGUARD OF PERSONAL INFORMATION.

Contractor shall (i) keep all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purpose for which Customer shares or provides it to Contractor, and shall not use, transfer, sell, rent, distribute or otherwise disclose Personal Information for the Contractor's benefit or for any other purpose without Customer's prior written consent; (iii) not directly or indirectly disclose Personal Information to anyone other than its Authorized Persons without express written prior consent from Customer, unless and to the extent required by law.

3. INFORMATION AND DATA SECURITY.

Contractor warrants that its access, collection, storage and disposal of Personal Information shall comply with applicable federal and state statutes and regulations.

Contractor shall implement administrative, physical and technical safeguards for protection of Personal Information that are no less rigorous than acceptable industry practices and shall ensure that all such safeguards comply with applicable data protection and privacy laws, statutes and regulations.

During the term of this Agreement, Contractor shall cause Authorized Persons to abide by its obligations pursuant to this Agreement.

4. DATA BREACH; INVESTIGATION, REPORTING, AND NOTICE.

In the event of a Data Breach, Contractor shall (i) notify Customer of a Data Breach as soon as practicable, but no later than 72 hours after Contractor becomes aware of the Data Breach , (ii) describe the nature of the breach, and (iii) describe any measures taken in response.

Immediately following the Contractor's notification to Customer of a Data Breach, Contractor may assist the Customer to conduct an investigation of the Data Breach, pursuant to A.R.S. Section 18-552 to the extent applicable to the Contractor. Contractor shall reasonably cooperate with Customer's personnel, including any insurance carriers to which Customer reports the Data Breach, including, without limitation, by providing access to Customer and/or its personnel only when necessary and required, to relevant records, logs, files, data reporting or other materials requested.

Contractor will not inform any consumer reporting agencies, or affected employees or consumers, of any Data Breach without first notifying Customer, other than to inform a complainant that the Data Breach has been reported to the Customer's Information Technology Director; provided, however Contractor may immediately inform law enforcement of any Data Breach if merited. If Contractor notifies law enforcement prior to notifying Customer of a Data Breach, Contractor shall notify Customer within twenty-four (24) hours thereafter.

Customer will provide the form of notice of the Data Breach pursuant to A.R.S. Section 18-552(B), and Customer at its expense shall be responsible for issuing such notice to affected individuals and governmental agencies.

5. COMPLIANCE OVERSIGHT.

Upon written request from Customer, and not more than once a year during the term of this Agreement, Contractor shall confirm compliance with this Agreement and any applicable industry standards, and shall promptly provide to Customer a written information security questionnaire regarding Contractor's information technology resources, data security protocols and applicable policies.

6. RETURN OF PERSONAL INFORMATION.

Upon Customer's written request, Contractor shall instruct all Authorized Persons to promptly return to Customer all copies, whether in written, electronic or other form of media, of Personal Information, in its possession, custody or control, and certify in writing to the other party that such Personal Information has been returned to Customer or disposed of securely.

7. MATERIAL BREACH.

Any breach of the provisions of section 2 is a material breach of this Agreement. As such, Customer may terminate this Agreement effective immediately upon written notice to the Contractor without any further liability or obligation to Customer, in addition to all other remedies available at law

8. INTELLECTUAL PROPERTY INDEMNIFICATION.

(Not Used)

9. NETWORK SECURITY AND PRIVACY LIABILITY

Contractor shall indemnify and hold the City, and its officers, agents, employees, harmless from an against any third-party claims, actions, liabilities, and reasonable costs incurred, to the extent arising directly from Contractor's material breach of the applicable privacy law applicable to its Services under this Contract. In the event any such action or claim is brought

against the City, Contractor shall, if the City so elects and upon tender by the City: defend the same at Contractor's sole cost and expense, provided that the City: (a) notifies the Contractor promptly (and in any event within a reasonable time) of the claim, (b) permits the Contractor to assume sole control of the defense and settlement of the claim, and (c) provides reasonable cooperation at the Contractor's expense. The City shall immediately notify Contractor, , of any claim, threat of claim, or legal action to which the above indemnity may apply. This indemnification shall survive termination or expiration of the Contract.

10. **EXCERPT FROM A.R.S. § 18-552: "18-552. NOTIFICATION OF SECURITY SYSTEM BREACHES; REQUIREMENTS; ENFORCEMENT; CONFIDENTIALITY; CIVIL PENALTY; PREEMPTION; EXCEPTIONS**

A. If a person that conducts business in this state and that owns, maintains or licenses unencrypted and unredacted computerized personal information becomes aware of a security incident, the person shall conduct an investigation to promptly determine whether there has been a security system breach.

B. If the investigation results in a determination that there has been a security system breach, the person that owns or licenses the computerized data, within forty-five days after the determination, shall:

1. Notify the individuals affected pursuant to subsection E of this section and subject to the needs of law enforcement as provided in subsection D of this section.

2. If the breach requires notification of more than one thousand individuals, notify both:

(a) The three largest nationwide consumer reporting agencies.

(b) The attorney general and the director of the Arizona department of homeland security, in writing, in a form prescribed by rule or order of the attorney general or the director of the Arizona department of homeland security or by providing the attorney general or the director of the Arizona department of homeland security with a copy of the notification provided pursuant to paragraph 1 of this subsection. In the absence of a common form developed by the attorney general and the Arizona department of homeland security, nothing shall prohibit a person from submitting the same notification to the attorney general and the Arizona department of homeland security to meet the requirements of this subsection.

C. A person that maintains unencrypted and unredacted computerized personal information that the person does not own or license shall notify, as soon as practicable, the owner or licensee of the information on discovering any security system breach and cooperate with the owner or the licensee of the personal information, including sharing information relevant to the breach with the owner or licensee. The person that maintains the data under an agreement with the owner or licensee is not required to provide the notifications required by subsection B of this section unless the agreement stipulates otherwise.

D. The notifications required by subsection B of this section may be delayed if a law enforcement agency advises the person that the notifications will impede a criminal investigation. On being informed by the law enforcement agency that the notifications no longer compromise the investigation, the person shall make the required notifications, as applicable, within forty-five days.

E. The notification required by subsection B, paragraph 1 of this section shall include at least the following:

1. The approximate date of the breach.

2. A brief description of the personal information included in the breach.

3. The toll-free numbers and addresses for the three largest nationwide consumer reporting agencies.

4. The toll-free number, address and website address for the federal trade commission or any federal agency that assists consumers with identity theft matters.

F. The notification required by subsection B, paragraph 1 of this section shall be provided by one of the following methods:

1. Written notice.

2. An email notice if the person has email addresses for the individuals who are subject to the notice.

3. Telephonic notice, if telephonic contact is made directly with the affected individuals and is not through a prerecorded message.

4. Substitute notice if the person demonstrates that the cost of providing notice pursuant to paragraph 1, 2 or 3 of this subsection would exceed $50,000, that the affected class of subject individuals to be notified exceeds one hundred thousand individuals or that the person does not have sufficient contact information. Substitute notice consists of all of the following:

(a) A written letter to the attorney general that demonstrates the facts necessary for substitute notice.

(b) Conspicuous posting of the notice for at least forty-five days on the website of the person if the person maintains one.

G. If a breach involves personal information as prescribed in section 18-551, paragraph 7, subdivision (a), item (ii) for an online account and does not involve personal information as defined in section 18-551, paragraph 7, subdivision (a), item (i), the person may comply with this section by providing the notification in an electronic or other form that directs the individual whose personal information has been breached to promptly change the individual's password and security question or answer, as applicable, or to take other steps that are appropriate to protect the online account with the person and all other online accounts for which the individual whose personal information has been breached uses the same user name and email address and password or security question or answer. If the breach of personal information as prescribed in section 18-551, paragraph 7, subdivision (a), item (ii) is for login credentials of an email account furnished by the person, the person is not required to comply with this section by providing the notification to that email address, but may comply with this section by providing notification by another method described in this subsection or by providing clear and conspicuous notification delivered to the individual

online when the individual is connected to the online account from an internet protocol address or online location from which the person knows the individual customarily accesses the account. The person satisfies the notification requirement with regard to the individual's account with the person by requiring the individual to reset the individual's password or security question and answer for that account, if the person also notifies the individual to change the same password or security question and answer for all other online accounts for which the individual uses the same user name or email address and password or security question or answer.

H. A person that maintains the person's own notification procedures as part of an information security policy for the treatment of personal information and that is otherwise consistent with the requirements of this article, including the forty-five-day notification period required by subsection B of this section, is deemed to be in compliance with the notification requirements of subsection B, paragraph 1 of this section if the person notifies subject individuals in accordance with the person's policies if a security system breach occurs.

I. A person that complies with the notification requirements or security system breach procedures pursuant to the rules, regulations, procedures, guidance or guidelines established by the person's primary or functional federal regulator is deemed to be in compliance with the requirements of subsection B, paragraph 1 of this section.

J. A person is not required to make the notification required by subsection B of this section if the person, an independent third-party forensic auditor or a law enforcement agency determines after a reasonable investigation that a security system breach has not resulted in or is not reasonably likely to result in substantial economic loss to affected individuals.

K. Except for notifications provided pursuant to subsection F of this section, notifications provided to the attorney general and the director of the Arizona department of homeland security pursuant to this section are confidential pursuant to section 44-1525 and are exempt from disclosure under title 39.

L. A knowing and wilful violation of this section is an unlawful practice pursuant to section 44-1522, and only the attorney general may enforce such a violation by investigating and taking appropriate action pursuant to title 44, chapter 10, article 7. The attorney general may impose a civil penalty for a violation of this article not to exceed the lesser of $10,000 per affected individual or the total amount of economic loss sustained by affected individuals, but the maximum civil penalty from a breach or series of related breaches may not exceed $500,000. This section does not prevent the attorney general from recovering restitution for affected individuals.

M. The state legislature determines that security system breach notification is a matter of statewide concern. The power to regulate security system breach notification is preempted by this state, and this article supersedes and preempts all municipal and county laws

charters, ordinances and rules

relating to issues regulated by this article.

N. This article does not apply to either of the following:

1. A person that is subject to title V of the Gramm-Leach-Bliley act (P.L. 106-102; 113 Stat. 1338; 15 United States Code sections 6801 through 6809).

2. A covered entity or business associates as defined under regulations implementing the health insurance portability and accountability act of 1996, 45 Code of Federal Regulations section 160.103 (2013) or a charitable fundraising foundation or nonprofit corporation whose primary purpose is to support a specified covered entity, if the charitable fundraising foundation or nonprofit corporation complies with any applicable provision of the health insurance portability and accountability act of 1996 and its implementing regulations.

O. The department of public safety, a county sheriff's department, a municipal police department, a prosecution agency and a court shall create and maintain an information security policy that includes notification procedures for a security system breach of the department of public safety, the county sheriff's department, the municipal police department, the prosecuting agency or the court.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Meeting Cancellations: Work Session of November 11, 2025 and Work Session of November 25, 2025

STAFF RECOMMENDED ACTION:

Cancel the Work Session of November 11, 2025 and Work Session of November 25, 2025

Executive Summary:

November 11, 2025 is Veteran's Day and the City will be closed in observance of the holiday. November 25, 2025 is the Tuesday before Thanksgiving.

Financial Impact:

N/A

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

Not cancel the meetings
Reschedule the meetings

Connection to PBB Priorities and Objectives:

N/A

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Allison Hughes, Support Services Section Director

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Contract: Five-year contract through Cooperative Contract Sourcewell #101223-AXN for the AXON Officer Safety Plan Bundle.

STAFF RECOMMENDED ACTION:

1. Approve the five-year contract for the AXON Officer Safety Plan Bundle in the amount of $3,579,459.40 through Cooperative Contract Sourcewell #101223-AXN to AXON for the AXON AB4 Flex POV, the AXON Taser 10 equipment and related software licenses. In FY 2025-26 we will be required to pay $486,338.29 and $773,280.26 every year after for four (4) years; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Flagstaff Police Department recognizes body-worn cameras as an essential tool for modern law enforcement. We currently deploy Axon (formerly Taser International) body-worn cameras in conjunction with the Evidence.com digital evidence platform. These cameras provide audio-visual documentation of an officer's enforcement and investigative actions, creating an objective record from the officer's perspective. The use of body-worn cameras has enhanced transparency, strengthened prosecution, expedited complaint investigations, and provided protection against false claims of misconduct, excessive force, or bias.

Approval of this new contract will allow the Police Department to bundle next-generation body-worn cameras with our Taser program, while also integrating a variety of Axon software and hardware solutions designed to optimize police operations. This includes unlimited video storage through Evidence.com, enhanced digital evidence management, and advanced analytics tools that improve investigative efficiency. In addition, the bundled program provides access to upgraded devices such as improved docking stations, cloud-based transcription services, and integrated mobile applications, all of which streamline workflows, strengthen accountability, and ensure our personnel have the latest technologies to carry out their mission effectively.

Key Benefits of the New Contract:

- Bundles Axon body-worn cameras and Tasers, with upgraded equipment to provide the newest technology and enhanced performance.
- Offers improved technology, higher-quality products, unlimited data storage, and substantial cost savings over a five-year period.
- This contract allows us to save over $4,000,000.00 over five years.

Financial Impact:

Project Name: AXON Officer Safety Plan Bundle
Cost: $3,579,459.40 for 5 years; Year 1 cost is $486,338.29.
Account Number Budgeted: 001-04-061-0221-2-4229, 001-04-061-0221-2-4303
FY Budgeted Amount: $621,596.00
Grant Funded: No
Funding Source: General Fund

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
In June 2017, Council approved the first Axon body-worn camera five-year contract, and in May of 2021 Council approved the last five-year contract.

Options and Alternatives to Recommended Action:

1. The Council may approve the cooperative purchase of the AXON Officer Safety Plan Bundle through Cooperative Contract Sourcewell #101223-AXN and approve the quote from Axon (Q-660660-45903BM) for a period of 60 months, thereby providing the Department with bundled equipment, services, and unlimited data storage under a predictable pricing structure; or
2. The Council may choose not to approve the cooperative purchase with Axon. If the cooperative purchase is not approved, the existing warranties on the cameras will expire, the Department would begin incurring additional costs for data storage overages through Axon, and the costs for products and services would be expected to rise annually.

Background and History:
The Flagstaff Police Department successfully implemented the use of body-worn cameras in July 2014 as part of its ongoing commitment to accountability, transparency, and community trust. Since that time, all sworn officers assigned to patrol and other field operations have been equipped with body-worn cameras, ensuring that officer interactions with the public are consistently documented.

Over the past decade, the program has become a vital component of police operations. Body-worn cameras have supported more effective prosecution of cases, streamlined internal investigations, and strengthened community confidence by providing objective documentation of officer actions. The technology has also proven valuable in officer training and performance review, offering real-world examples to reinforce best practices.

As the technology has evolved, so too has the Department's reliance on it. The current system integrates with Evidence.com, providing secure digital storage and management of thousands of hours of video evidence each year. This modernization reflects both best practices in policing and the Department's dedication to maintaining the highest standards of service and professionalism.

Sourcewell conducted a competitive and open procurement process through Request for Proposal #101223 that resulted in contract #101223 with Contractor. City of Flagstaff procurement team utilizes the special pricing to achieve the best pricing for the Flagstaff PD.

Connection to PBB Priorities and Objectives:
High Performing Governance: The Axon Flex body-worn camera system directly supports the City's commitment to effective governance and public safety. By providing accurate, real-time documentation of officer interactions, this technology enhances transparency, accountability, and trust between the Police Department and the community. It also safeguards officers and the department against unfounded allegations of misconduct while reinforcing our commitment to fairness and openness. In addition, body-worn cameras have proven instrumental in strengthening criminal prosecutions by providing high-quality, objective evidence, thereby improving outcomes for victims and the justice system as a whole.

Connection to Regional Plan:

- **Goal PF.2 (Public Safety Services):** Provide sustainable and high-quality public safety services, including law enforcement, that enhance community well-being.
- **Policy PF.2.1:** Ensure effective, responsive, and accountable policing to protect life, property, and the rights of residents.
- **Goal CC.1 (Community Character):** Protect and enhance Flagstaff's unique character by building trust, transparency, and accountability in local government operations.
- **Goal LU.1 (Community Livability):** Promote safe, healthy, and resilient neighborhoods where residents feel protected and supported.

By integrating the next generation of body-worn cameras and related Axon technologies, the Police Department

supports the Regional Plan's emphasis on a safe, transparent, and resilient community, while also strengthening public trust through accountable governance.

Connection to Carbon Neutrality Plan:
n/a

Connection to 10-Year Housing Plan:
n/a

Attachments: AXON Quote
Sourcewell Axon Contract
Axon Pricebook 2025

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-660660-45903BM

Issued: 09/03/2025

Quote Expiration: 10/15/2025

Estimated Contract Start Date: 11/15/2025

Account Number: 107126

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Flagstaff Police Dept. - AZ 911 E Sawmill Rd Flagstaff, AZ 86001-5827 USA	Flagstaff Police Dept. - AZ 911 E Sawmill Rd Flagstaff AZ 86001-5827 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	Charles Hernandez Phone: 9288569017 Email: chernandez@flagstaffaz.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$3,313,438.14
ESTIMATED TOTAL W/ TAX	$3,579,459.40

Discount Summary

Average Savings Per Year	$866,763.16
TOTAL SAVINGS	$4,333,815.78

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	$371,671.74	$28,073.43	$399,745.17
Jan 2026	$81,271.12	$5,322.00	$86,593.12
Oct 2026	$633,852.72	$52,834.44	$686,687.16
Nov 2026	$81,271.10	$5,322.00	$86,593.10
Oct 2027	$633,852.72	$52,834.44	$686,687.16
Nov 2027	$81,271.10	$5,322.00	$86,593.10
Oct 2028	$633,852.72	$52,834.44	$686,687.16
Nov 2028	$81,271.10	$5,322.00	$86,593.10
Oct 2029	$633,852.72	$52,834.54	$686,687.26
Nov 2029	$81,271.10	$5,321.97	$86,593.07
Total	**$3,313,438.14**	**$266,021.26**	**$3,579,459.40**

Quote Unbundled Price:	**$7,792,042.16**
Quote List Price:	**$4,534,307.00**
Quote Subtotal:	**$3,313,438.14**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($118,782.26)	($118,782.26)	($11,148.90)	($129,931.16)
100552	TRANSFER CREDIT - GOODS	1			$1.00	($0.52)	($0.52)	($0.04)	($0.56)
102183	LIGHTPOST BUNDLE TRUE-UP	32	3		$172.00	$172.00	$16,512.00	$1,320.95	$17,832.95
M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	120	60	$800.04	$379.14	$330.74	$2,381,328.00	$195,697.86	$2,577,025.86
T00001	AB4 FLEX POV TAP BUNDLE	15	60	$6.52	$7.69	$0.00	$0.00	$0.00	$0.00
B00065	BUNDLE - LIGHTPOST	32	57	$392.42	$270.73	$213.73	$389,843.52	$25,289.02	$415,132.54
S00018	AXON FUSUS PRO PLUS BUNDLE	10	60	$48.82	$48.75	$0.00	$0.00	$0.00	$0.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	$73.05	$62.52	$62.52	$7,502.40	$483.92	$7,986.32
BWCamTAP	Body Worn Camera TAP Bundle	10	60	$42.20	$33.80	$33.80	$20,280.00	$1,276.40	$21,556.40
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2			$5,000.00	$0.00	$0.00	$0.00	$0.00
101408	AXON FUSUS - CORE - CAD	1			$600.00	$0.00	$0.00	$0.00	$0.00
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	3			$600.00	$0.00	$0.00	$0.00	$0.00
101611	AXON VR - CONTROLLER - RIFLE VRM4R	2			$5,999.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	17			$3,277.80	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	130			$1,798.00	$0.00	$0.00	$0.00	$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	15			$299.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	60		$111.75	$0.00	$0.00	$0.00	$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	60		$28.21	$0.00	$0.00	$0.00	$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		$32.98	$0.00	$0.00	$0.00	$0.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	60		$27.12	$27.12	$16,272.00	$1,527.29	$17,799.29
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	60		$22.57	$16.93	$121,878.00	$11,439.47	$133,317.47
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	120	60		$70.52	$52.89	$380,808.00	$35,742.64	$416,550.64
ProLicense	Pro License Bundle	15	60		$48.82	$39.00	$35,100.00	$3,294.49	$38,394.49
BasicLicense	Basic License Bundle	15	60		$16.27	$13.00	$11,700.00	$1,098.16	$12,798.16
ProLicense	Pro License Bundle	10	60		$48.82	$0.00	$0.00	$0.00	$0.00
A la Carte Services									
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	6			$425.00	$0.00	$0.00	$0.00	$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$0.00	$0.00	$0.00	$0.00
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			$1,500.00	$0.00	$0.00	$0.00	$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$0.00	$0.00	$0.00	$0.00
85144	AXON BODY - PSO - STARTER	1			$10,000.00	$0.00	$0.00	$0.00	$0.00
101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	1			$35,250.00	$35,250.00	$35,250.00	$0.00	$35,250.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	49		$0.00	$0.00	$0.00	$0.00	$0.00

101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49	$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	49	$0.00	$0.00	$0.00	$0.00	$0.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		$464.00	$0.00	$0.00	$0.00	$0.00
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	47	$31.82	$0.00	$0.00	$0.00	$0.00
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		$5,249.00	$5,249.00	$15,747.00	$0.00	$15,747.00
Total						**$3,313,438.14**	**$266,021.26**	**$3,579,459.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	41	1	10/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	10/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	89	1	10/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	130	1	10/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	130	1	10/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	130	1	10/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	15	1	10/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	15	1	10/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100855	AXON BODY 4 - MOUNT - POV EPAULETTE	17	1	10/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	15	1	10/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	15	1	10/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	10/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	15	1	10/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	10/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	17	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100126	AXON VR - TACTICAL BAG	5	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	120	2	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	2	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	4	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	2400	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1200	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100591	AXON TASER - CLEANING KIT	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	120	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	5	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101294	AXON VR - TABLET	5	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101300	AXON VR - TABLET CASE	5	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	10/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101751	AXON VR - HEADSET - HTC FOCUS VISION	5	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	120	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	4	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	6	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101889	AXON SIGNAL - BATTERY - CR2032	120	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102050	AXON DEDRONEBEYOND RADAR LRR HW KIT (US)	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102054	AXON DEDRONERAPIDRESPONSE RF PLUS OPTICAL	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	120	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	24	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	10/15/2025
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	3	1	10/15/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	1	10/15/2025
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101886	SIGNAL SENSOR	120	1	11/15/2025
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	1	12/15/2025
BUNDLE - LIGHTPOST	102131	AXON LIGHTPOST - 3P CAMERA	32	1	01/15/2026
BUNDLE - LIGHTPOST	102132	UBIHUB 2.0 WITH AXON EMBEDDED CAPABILITY (CORE/AI)	32	1	01/15/2026
BUNDLE - LIGHTPOST	102164	AXON LIGHTPOST - 3P CAMERA MOUNTING HARDWARE	32	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	360	1	10/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	960	1	10/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	360	1	10/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	960	1	10/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	04/15/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	04/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	04/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	5	1	04/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	5	1	04/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	04/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	124	1	04/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	15	1	04/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	360	1	10/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	960	1	10/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	360	1	10/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	960	1	10/15/2029
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	15	1	10/15/2030
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	10/15/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	10	1	10/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	124	1	10/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	15	1	10/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON FUSUS PRO PLUS BUNDLE	101706	AXON FUSUS - LICENSE - PRO+ USER	10	11/15/2025	11/14/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	11/15/2025	11/14/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100590	AXON MY90 - LICENSE	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100801	AXON RECORDS - OSP LICENSE	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101706	AXON FUSUS - LICENSE - PRO+ USER	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101878	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR OSP X10 DOCK	1	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	1	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101883	AXON AIR - DEDRONE BEYOND LONG RANGE RADAR SOFTWARE	3	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	2	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102207	AXON DEDRONE - DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	1	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	2	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20370	AXON VR - USER ACCESS - FULL VR	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73618	AXON COMMUNITY REQUEST	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73638	AXON STANDARDS - LICENSE	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	120	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	11/15/2025	11/14/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	11/15/2025	11/14/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	45	11/15/2025	11/14/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	11/15/2025	11/14/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	11/15/2025	11/14/2030
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	120	11/15/2025	11/14/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	11/15/2025	11/14/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	11/15/2025	11/14/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	11/15/2025	11/14/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	11/15/2025	11/14/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	11/15/2025	11/14/2030
BUNDLE - LIGHTPOST	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	32	02/15/2026	11/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - LIGHTPOST	102153	AXON LIGHTPOST - INSTALL SERVICE	32
BUNDLE - LIGHTPOST	102156	AXON LIGHTPOST - LTE SERVICE	32
BUNDLE - LIGHTPOST	102394	AXON LIGHTPOST - 5YR MAINTENANCE, MONITORING, WTY SERVICE	32

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	120
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	8
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	120
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	6
A la Carte	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	1
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	15	10/15/2026	11/14/2030
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	10/15/2026	11/14/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	10	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100197	AXON VR - EXT WARRANTY - HEADSET	5	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	5	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	120	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	5	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102228	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	3	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	120	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	24	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	120	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	4	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	15	10/15/2026	11/14/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	10/15/2026	11/14/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/15/2026	11/14/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	10/15/2026	11/14/2030
A la Carte	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	12/15/2026	11/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	911 E Sawmill Rd	Flagstaff	AZ	86001-5827	USA
2	911 E Sawmill Rd	Flagstaff	AZ	86001-5827	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER CREDIT - GOODS	1	($0.52)	($0.04)	($0.56)
Transfer Value	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($118,782.26)	($11,148.90)	($129,931.16)
Upfront Hardware and Services	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Upfront Hardware and Services	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Upfront Hardware and Services	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	3	$0.00	$0.00	$0.00
Upfront Hardware and Services	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	$0.00	$0.00	$0.00
Upfront Hardware and Services	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Upfront Hardware and Services	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	6	$0.00	$0.00	$0.00
Upfront Hardware and Services	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Upfront Hardware and Services	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Upfront Hardware and Services	H00001	AB4 Camera Bundle	130	$0.00	$0.00	$0.00
Upfront Hardware and Services	H00002	AB4 Multi Bay Dock Bundle	17	$0.00	$0.00	$0.00
Upfront Hardware and Services	H00004	AB4 FLEX POV HARDWARE BUNDLE	15	$0.00	$0.00	$0.00
Upfront Hardware and Services	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	120	$336,404.00	$26,381.54	$362,785.54
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	120	$21,812.42	$2,047.31	$23,859.73
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 1	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	1	$2,019.10	$0.00	$2,019.10
Year 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$901.98	$0.00	$901.98
Year 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$0.00	$0.00	$0.00
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$0.00	$0.00	$0.00
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$0.00	$0.00	$0.00
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$0.00	$0.00	$0.00
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	$932.05	$87.48	$1,019.53
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	$6,981.09	$655.25	$7,636.34
Year 1	BasicLicense	Basic License Bundle	15	$670.17	$62.90	$733.07
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$429.72	$27.72	$457.44
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	10	$1,161.62	$73.12	$1,234.74
Year 1	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	120	$117,131.87	$9,698.34	$126,830.21
Year 1	ProLicense	Pro License Bundle	15	$2,010.50	$188.71	$2,199.21
Year 1	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 1	S00018	AXON FUSUS PRO PLUS BUNDLE	10	$0.00	$0.00	$0.00
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	15	$0.00	$0.00	$0.00
Total				**$371,671.74**	**$28,073.43**	**$399,745.17**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	120	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	S00018	AXON FUSUS PRO PLUS BUNDLE	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	T00001	AB4 FLEX POV TAP BUNDLE	15	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	102183	LIGHTPOST BUNDLE TRUE-UP	32	$3,302.40	$264.19	$3,566.59
Year 1	B00065	BUNDLE - LIGHTPOST	32	$77,968.72	$5,057.81	$83,026.53
Total				**$81,271.12**	**$5,322.00**	**$86,593.12**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	120	$89,748.88	$8,423.83	$98,172.71
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	1	$8,307.73	$0.00	$8,307.73
Year 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,711.26	$0.00	$3,711.26
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$0.00	$0.00	$0.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$0.00	$0.00	$0.00
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$0.00	$0.00	$0.00
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$0.00	$0.00	$0.00
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	$3,834.99	$359.95	$4,194.94
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	$28,724.23	$2,696.06	$31,420.29
Year 2	BasicLicense	Basic License Bundle	15	$2,757.46	$258.81	$3,016.27
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,768.17	$114.05	$1,882.22
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	10	$4,779.60	$300.82	$5,080.42
Year 2	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	120	$481,948.03	$39,904.47	$521,852.50
Year 2	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 2	ProLicense	Pro License Bundle	15	$8,272.37	$776.45	$9,048.82
Year 2	S00018	AXON FUSUS PRO PLUS BUNDLE	10	$0.00	$0.00	$0.00
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	15	$0.00	$0.00	$0.00
Total				**$633,852.72**	**$52,834.44**	**$686,687.16**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102183	LIGHTPOST BUNDLE TRUE-UP	32	$3,302.40	$264.19	$3,566.59
Year 2	B00065	BUNDLE - LIGHTPOST	32	$77,968.70	$5,057.81	$83,026.51
Total				**$81,271.10**	**$5,322.00**	**$86,593.10**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	120	$89,748.88	$8,423.83	$98,172.71
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 3	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	1	$8,307.73	$0.00	$8,307.73
Year 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,711.26	$0.00	$3,711.26
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$0.00	$0.00	$0.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$0.00	$0.00	$0.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$0.00	$0.00	$0.00
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$0.00	$0.00	$0.00
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	$3,834.99	$359.95	$4,194.94
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	$28,724.23	$2,696.06	$31,420.29
Year 3	BasicLicense	Basic License Bundle	15	$2,757.46	$258.81	$3,016.27
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,768.17	$114.05	$1,882.22
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	10	$4,779.60	$300.82	$5,080.42
Year 3	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	120	$481,948.03	$39,904.47	$521,852.50
Year 3	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 3	ProLicense	Pro License Bundle	15	$8,272.37	$776.45	$9,048.82
Year 3	S00018	AXON FUSUS PRO PLUS BUNDLE	10	$0.00	$0.00	$0.00
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	15	$0.00	$0.00	$0.00
Total				**$633,852.72**	**$52,834.44**	**$686,687.16**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102183	LIGHTPOST BUNDLE TRUE-UP	32	$3,302.40	$264.19	$3,566.59
Year 3	B00065	BUNDLE - LIGHTPOST	32	$77,968.70	$5,057.81	$83,026.51
Total				**$81,271.10**	**$5,322.00**	**$86,593.10**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	120	$89,748.88	$8,423.83	$98,172.71
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Year 4	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	1	$8,307.73	$0.00	$8,307.73
Year 4	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,711.26	$0.00	$3,711.26
Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$0.00	$0.00	$0.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$0.00	$0.00	$0.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$0.00	$0.00	$0.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$0.00	$0.00	$0.00
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	$3,834.99	$359.95	$4,194.94
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	$28,724.23	$2,696.06	$31,420.29
Year 4	BasicLicense	Basic License Bundle	15	$2,757.46	$258.81	$3,016.27
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,768.17	$114.05	$1,882.22
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	10	$4,779.60	$300.82	$5,080.42
Year 4	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	120	$481,948.03	$39,904.47	$521,852.50
Year 4	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 4	ProLicense	Pro License Bundle	15	$8,272.37	$776.45	$9,048.82
Year 4	S00018	AXON FUSUS PRO PLUS BUNDLE	10	$0.00	$0.00	$0.00
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	15	$0.00	$0.00	$0.00
Total				**$633,852.72**	**$52,834.44**	**$686,687.16**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102183	LIGHTPOST BUNDLE TRUE-UP	32	$3,302.40	$264.19	$3,566.59
Year 4	B00065	BUNDLE - LIGHTPOST	32	$77,968.70	$5,057.81	$83,026.51
Total				**$81,271.10**	**$5,322.00**	**$86,593.10**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	120	$89,748.88	$8,423.84	$98,172.72
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	1	$8,307.73	$0.00	$8,307.73
Year 5	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,711.26	$0.00	$3,711.26
Year 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$0.00	$0.00	$0.00
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$0.00	$0.00	$0.00
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$0.00	$0.00	$0.00
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$0.00	$0.00	$0.00
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	$3,834.99	$359.96	$4,194.95
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	$28,724.23	$2,696.04	$31,420.27
Year 5	BasicLicense	Basic License Bundle	15	$2,757.46	$258.83	$3,016.29
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,768.17	$114.05	$1,882.22
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	10	$4,779.60	$300.82	$5,080.42
Year 5	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	120	$481,948.03	$39,904.57	$521,852.60
Year 5	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 5	ProLicense	Pro License Bundle	15	$8,272.37	$776.43	$9,048.80
Year 5	S00018	AXON FUSUS PRO PLUS BUNDLE	10	$0.00	$0.00	$0.00
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	15	$0.00	$0.00	$0.00
Total				**$633,852.72**	**$52,834.54**	**$686,687.26**

Nov 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102183	LIGHTPOST BUNDLE TRUE-UP	32	$3,302.40	$264.19	$3,566.59
Year 5	B00065	BUNDLE - LIGHTPOST	32	$77,968.70	$5,057.78	$83,026.48
Total				**$81,271.10**	**$5,321.97**	**$86,593.07**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein Contract Sourcewell #101223-AXN.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-310442, Q-366762, Q-401519, Q-432622, Q-486668, Q-541884, Q-568944, Q-598553, Q-286171

Agency is terminating those contracts effective 11/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of $(118,782.78)

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-310442 - Pending - 7/1/2025 - $203,235.00

Q-432622 - INUS303138 - 12/2/2024 - $3,241.50

Q-598553 - INUS269834 - 8/5/2024 - $7,935.42

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/3/2025

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Sourcewell

Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 C.F.R. § 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

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require 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).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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; 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

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Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer)
Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer)
Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6^{th}) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

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RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback.
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/.
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.	*
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.	*

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning	*

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.	
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle	*

		registration, unpaid traffic fines, etc. Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected. ALPR DETECTION Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off. The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h). Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage. ALPR ALERTS Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows. Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition. Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert. Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system. RESPONDING TO ALPR ALERTS Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read. Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made. FLOCK ALPR INTEGRATION Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.		

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

			cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(●) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.	*

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

			support experience. With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources. By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques. Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes. When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises. At the beginning of each program, we meet with customers to define requirements and outline a project schedule. Our programs typically include items required to: Migrate your existing data; Establish integrations with your current platforms as defined in the requirements; Build and deliver your solutions; Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and		

			managing all body-worn LTE data plans. Create your initial configuration in Axon Evidence; Train your administrators; Install your in-car cameras and, Provide long term support. Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule. These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems. The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations. Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies. POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies. FIELD TRAINING OFFICERS – Officers who represent the end users of the devices. EVIDENCE CUSTODIANS –		

			Including those who will be responsible for digital evidence sharing is key. LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in. Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence. First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task. When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out. While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements. This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system. These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements. For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value. Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may		

			classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence		

			Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these		

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

			experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands. Fleet 3 Installation Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed. The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention. Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling. During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind. Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin. The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position. The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be		

			tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin. Long Term Support In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project. We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible. We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem. Customer Success Manager We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows. As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences. 24/7/365 Technical Support Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location		

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

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AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

AMENDMENT #2
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: Robert E. Driscoll Jr. 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AMENDMENT #3
TO
CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

Axon Enterprise, Inc.

Signed by: 55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

Customer Responsibilities.

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Fleet Specific Terms.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

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partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Axon Outpost Specific Terms.

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

Axon Lightpost Specific Terms.

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

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2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

Wireless Offload Server.

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

US DOMESTIC PRICEBOOK - 7/21/2025

Axon Hardw	Discount Percentage
1	0%
Feb-99	1%
100-249	3%
250-499	5%
500-999	7%
1000+	10%

*Product Names are subject to change without notice

*Annual pricing for bundles, warranties and licenses may reflect a 4% YOY inflation escalator

*SKU 101283 AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING. Axon Enterprise, Inc. may impose usage restrictions if a single user ga Axon manufactured hardware items base on quantity. These discounts do not apply to third party manufactured items or to Axon services, including Axon evidence subscriptions.

Product Code	Category	Product Name	Price Curre	MAX END	Sales	Monthly Subscription
AB21B	Hardware	AB2 1-Bay Dock Bundle	USD	$794.07	Yes	Yes
AB2C	Hardware	AB2 Camera Bundle	USD	$1,283.46	Yes	Yes
AB2MuB	Hardware	AB2 Multi-Bay Dock Bundle	USD	$2,894.74	Yes	Yes
AB31BD	Hardware	AB3 1-Bay Dock Bundle	USD	$526.43	Yes	Yes
AB3C	Hardware	AB3 Camera Bundle	USD	$1,590.46	Yes	Yes
AB3MBD	Hardware	AB3 Multi Bay Dock Bundle	USD	$2,770.31	Yes	Yes
H00003	Hardware	AB4 1-Bay Dock Bundle	USD	$526.43	Yes	Yes
H00001	Hardware	AB4 Camera Bundle	USD	$1,660.46	Yes	Yes
H00004	Hardware	AB4 FLEX POV HARDWARE BUNDLE	USD	$408.27	Yes	Yes
T00001	Program	AB4 FLEX POV TAP BUNDLE	USD	$10.11	Yes	Yes
H00002	Hardware	AB4 Multi Bay Dock Bundle	USD	$2,785.99	Yes	Yes
100554	Program	AMENDMENT CREDIT - GOODS AXON	USD	$1.00		
101026	Program	AMENDMENT CREDIT - GOODS CEW	USD	$1.00		
100555	Program	AMENDMENT CREDIT - SOFTWARE AND SERVICES	USD	$1.00		
102271	Software	AUROR - RETAIL CRIME HUB	USD	$28.47		
101754	Services	AXON - 12 MONTH SWS TECHNICAL ACCOUNT MANAGER	USD	$225,670.08		
101741	Services	AXON - AI PROFESSIONAL SERVICES	USD	$0.01		Yes
101740	Software	AXON - AI SOFTWARE LICENSE	USD	$355.81		Yes
100865	Hardware	AXON - DEVICE CHECKOUT KIOSK - ANDROID	USD	$5,000.00		
100866	Hardware	AXON - DEVICE CHECKOUT KIOSK - IOS	USD	$5,000.00		
100142	Hardware	AXON - DOCK POWER SUPPLY - 120W 16VDC	USD	$140.25		
70033	Hardware	AXON - DOCK WALL MOUNT - BRACKET ASSY	USD	$43.90		
71104	Hardware	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	USD	$10.00		
70027	Hardware	AXON - ECOM DOCK CORE	USD	$314.00		
101849	Services	AXON - ISP IMPLEMENTATION SERVICE	USD	$300.00		
100946	Services	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	USD	$24,671.26		Yes
50200	Services	AXON - ONSITE TECHNICAL ACCOUNT MANAGER	USD	$24,907.96		Yes
101161	Services	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	USD	$8,895.70		Yes
80505	Services	AXON - REGIONAL TECHNICAL ACCOUNT MANAGER	USD	$15,941.09		Yes
73092	Hardware	AXON - VIEWER ANDROID TABLET	USD	$261.00		
73104	Hardware	AXON - VIEWER STANDARD ANDROID	USD	$282.00		
99901	Services	AXON ACCELERATE CONFERENCE REGISTRATION	USD	$899.00		
S00016	Program	AXON AI - AI ERA	USD	$283.24	Yes	Yes
S00007	Program	AXON AI - AI ERA LEADERS	USD	$212.07	Yes	Yes
102011	Software	AXON AI ASSISTANT	USD	$42.70		Yes
101893	Software	AXON AIR - SKYDIO STREAMING PREMIUM	USD	$149.91		Yes
100584	Software	AXON AIR - ADVANCED STREAMING ADD-ON	USD	$25.00		Yes
100586	Software	AXON AIR - API INTEGRATIONS ADD-ON	USD	$41.67		Yes
101514	Services	AXON AIR - CUSTOM IN-PERSON TRAINING INSTRUCTOR DAY RATE	USD	$7,500.00		
102009	Hardware	AXON AIR - DEDRONE 1107K UAV JAMMER	USD	$398,740.00		
101812	Hardware	AXON AIR - DEDRONE ADS PINGSTATION	USD	$3,335.00		
101788	Hardware	AXON AIR - DEDRONE AEROSCOPE ANTENNA SET	USD	$2,500.00		
101650	Hardware	AXON AIR - DEDRONE AI CONNECTOR 1.0	USD	$15,000.00		
101680	Hardware	AXON AIR - DEDRONE AI CONNECTOR 2.0	USD	$15,000.00		
101811	Services	AXON AIR - DEDRONE ASSESSMENT / SITE SURVEY	USD	$6,699.00		
101880	Warranty	AXON AIR - DEDRONE BEYOND LONG RANGE 1YR EXT WARRANTY	USD	$213,248.00		
101922	Warranty	AXON AIR - DEDRONE BEYOND LONG RANGE EXT WARRANTY	USD	$1,041.25		
101883	Software	AXON AIR - DEDRONE BEYOND LONG RANGE RADAR SOFTWARE	USD	$2,915.50		Yes
101739	Hardware	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE HW KIT	USD	$464,850.00		
101733	Software	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	USD	$6,144.38		Yes
101656	Hardware	AXON AIR - DEDRONE BOX SERVER	USD	$10,000.00		
101809	Hardware	AXON AIR - DEDRONE CAMERA MOUNT	USD	$200.00		
101808	Software	AXON AIR - DEDRONE CITYWIDE	USD	$2,083.33		Yes
101813	Software	AXON AIR - DEDRONE DATA PORTAL - ON PREM	USD	$2,083.33		Yes
101665	Software	AXON AIR - DEDRONE DATA PORTAL - ONLINE	USD	$2,083.33		Yes
102122	Services	Axon Air - Dedrone Development Services	USD	$250.00		
101831	Warranty	AXON AIR - DEDRONE ELR 1 YR EXTENDED WARRANTY	USD	$12,495.00		
101818	Hardware	AXON AIR - DEDRONE ELR RADAR	USD	$124,950.00		
101828	Software	AXON AIR - DEDRONE ELR SOFTWARE LICENSE	USD	$728.92		
101683	Warranty	AXON AIR - DEDRONE ESR 1 YEAR EXTENDED WARRANTY	USD	$3,995.00		
101659	Hardware	AXON AIR - DEDRONE ESR RADAR	USD	$45,000.00		
101827	Software	AXON AIR - DEDRONE ESR SOFTWARE LICENSE	USD	$233.04		
101819	Warranty	AXON AIR - DEDRONE F EXTENDED 1YR WARRANTY	USD	$6,905.00		
101810	Hardware	AXON AIR - DEDRONE FIXED PTZ CAMERA	USD	$1,063.00		
101749	Hardware	AXON AIR - DEDRONE FIXEDSITE HW KIT	USD	$105,000.00		
101814	Hardware	AXON AIR - DEDRONE FLIR RANGER HDC MR CAMERA	USD	$145,507.00		
101815	Hardware	AXON AIR - DEDRONE FLIR RANGER HDC MS 1200 CAMERA	USD	$262,000.00		
101816	Hardware	AXON AIR - DEDRONE HARD SHELL CARRYING CASE	USD	$1,000.00		
101682	Services	AXON AIR - DEDRONE INSTALL SERVICES	USD	$3,500.00		
101844	Hardware	AXON AIR - DEDRONE JACKERY BATTERY PACK	USD	$600.00		
101676	Hardware	AXON AIR - DEDRONE LAPTOP SERVER	USD	$4,000.00		
101652	Hardware	AXON AIR - DEDRONE MAST - 10M	USD	$6,824.40		
101653	Hardware	AXON AIR - DEDRONE MAST - 3M	USD	$4,038.60		
101745	Hardware	AXON AIR - DEDRONE PORTABLE HW KIT	USD	$40,000.00		
101677	Hardware	AXON AIR - DEDRONE RACK SERVER	USD	$10,000.00		
101884	Software	AXON AIR - DEDRONE RAPID RESPONSE - STANDARD RADAR SOFTWARE	USD	$932.17		Yes
101885	Warranty	AXON AIR - DEDRONE RAPID RESPONSE - STD RADAR 1YR EXT WARRAN	USD	$63,920.00		
101657	Hardware	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	USD	$215,000.00		
101658	Hardware	AXON AIR - DEDRONE RAPID RESPONSE MULTI SENSOR HW KIT	USD	$374,800.00		
101661	Hardware	AXON AIR - DEDRONE RF-160	USD	$15,000.00		
101817	Hardware	AXON AIR - DEDRONE RF-310	USD	$30,000.00		
101662	Hardware	AXON AIR - DEDRONE RF-360	USD	$15,000.00		
101663	Hardware	AXON AIR - DEDRONE RF-560	USD	$30,000.00		
101678	Hardware	AXON AIR - DEDRONE RI RADAR	USD	$575,000.00		
101825	Software	AXON AIR - DEDRONE RI RADAR 1YR SOFTWARE	USD	$3,677.96		
101824	Warranty	AXON AIR - DEDRONE RI RADAR 1YR WARRANTY	USD	$52,542.25		
101820	Hardware	AXON AIR - DEDRONE SAFE LINK BOX	USD	$3,000.00		
101651	Hardware	AXON AIR - DEDRONE STANDARD PTZ CAMERA	USD	$5,000.00		
101679	Hardware	AXON AIR - DEDRONE TACTICAL REMOTE BOX	USD	$1,000.00		
101821	Hardware	AXON AIR - DEDRONE TITAN MULTI-NODE FULL SPECTRUM KIT	USD	$479,000.00		
101868	Hardware	AXON AIR - DEDRONEBEYOND OPTICAL HW KIT	USD	$50,000.00		
101869	Hardware	AXON AIR - DEDRONEBEYOND RADAR - SHORT RANGE	USD	$100,000.00		
101664	Software	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	USD	$833.33		Yes
101681	Software	AXON AIR - DEDRONETRACKER.AI DEFENSE SOFTWARE ONPREM	USD	$3,333.33		Yes
101829	Software	AXON AIR - DEDRONETRACKER.AI MITIGATION SOFTWARE HOSTED	USD	$2,083.33		Yes
101697	Software	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	USD	$625.00		Yes
101698	Software	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE ON-PREM	USD	$20,000.00		
101830	Software	AXON AIR - DEDRONETRACKER.AI TACTICAL SOFTWARE HOSTED	USD	$20,833.33		Yes
12016	Services	AXON AIR - DPGS NIGHT OPS COURSE - TRAINING	USD	$99.00		
100612	Services	AXON AIR - DRONESENSE 2HR VIRTUAL TRAINING	USD	$625.00		
102281	Software	AXON AIR - DRONESENSE CLOUDSTREAM FOR DOCKS (NON-SKYDIO)	USD	$266.67		Yes
100551	Software	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	USD	$141.67		Yes
12015	Services	AXON AIR - DRONESENSE IN-PERSON TRAINING	USD	$2,500.00		
12024	Software	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	USD	$200.00		Yes
100587	Software	AXON AIR - DRONESENSE REMOTE ADD-ON (CLASS 1)	USD	$291.67		Yes
100588	Software	AXON AIR - DRONESENSE REMOTE ADD-ON (CLASS 2)	USD	$416.67		Yes
100589	Software	AXON AIR - DRONESENSE REMOTE ADD-ON (CLASS M)	USD	$166.67		Yes
100485	Services	AXON AIR - DRONESENSE REMOTE OPERATIONS ONBOARDING (US/CAN)	USD	$15,000.00		
100579	Software	AXON AIR - DRONESENSE UAS (CLASS 1)	USD	$141.67		Yes
100580	Software	AXON AIR - DRONESENSE UAS (CLASS 2)	USD	$241.67		Yes
100582	Software	AXON AIR - DRONESENSE UAS LICENSE (CLASS M)	USD	$75.00		Yes
12029	Software	AXON AIR - EVIDENCE.COM LICENSE - BASIC ACCESS	USD	$22.20		Yes
100112	Software	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	USD	$42.98		Yes
12028	Software	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	USD	$57.79		Yes
101145	Services	AXON AIR - FL ASO DAY STAFFING - 40 HRS	USD	$14,300.00		Yes
101146	Services	AXON AIR - FL ASO DAY STAFFING - 70 HRS	USD	$25,025.00		Yes
101147	Services	AXON AIR - FL ASO DAY/NIGHT STAFFING - 40 HRS	USD	$15,253.33		Yes
101148	Services	AXON AIR - FL ASO DAY/NIGHT STAFFING - 70 HRS	USD	$26,693.33		Yes
101138	Services	AXON AIR - FL ASO TRAINING (UP TO 10 OFFICERS)	USD	$9,800.00		
101128	Services	AXON AIR - FL DFR TRIAL	USD	$22,770.00		
101129	Services	AXON AIR - FL EQUIPMENT LEASE	USD	$3,700.00		

101135	Services	AXON AIR - FL FAA COA 2 TO 1	USD	$4,400.00	
101131	Services	AXON AIR - FL FAA COA BLANKET	USD	$1,650.00	
101134	Services	AXON AIR - FL FAA COA BVLOS	USD	$6,600.00	
101132	Services	AXON AIR - FL FAA COA JURISDICTION	USD	$3,300.00	
101133	Services	AXON AIR - FL FAA COA TBVLOS	USD	$550.00	
101130	Services	AXON AIR - FL FAA COA TRAINING	USD	$2,200.00	
101136	Services	AXON AIR - FL HOURLY CONSULTING	USD	$275.00	
101139	Services	AXON AIR - FL RPIC DAY STAFFING - 40 HRS	USD	$9,509.08	Yes
101140	Services	AXON AIR - FL RPIC DAY STAFFING - 70 HRS	USD	$16,640.83	Yes
101141	Services	AXON AIR - FL RPIC DAY/NIGHT STAFFING - 40 HRS	USD	$10,360.17	Yes
101142	Services	AXON AIR - FL RPIC DAY/NIGHT STAFFING - 70 HRS	USD	$18,130.25	Yes
101137	Services	AXON AIR - FL RPIC TRAINING	USD	$8,085.00	
101143	Services	AXON AIR - FL VO NIGHT STAFFING - 20 HRS	USD	$4,754.50	Yes
101144	Services	AXON AIR - FL VO NIGHT STAFFING - 35 HRS	USD	$8,320.42	Yes
101434	Services	AXON AIR - FOTOKITE - OPERATOR TRAINING	USD	$2,541.00	
12344	Software	AXON AIR - FOTOKITE CONNECT LICENSE	USD	$275.00	Yes
101730	Services	AXON AIR - FOTOKITE ON-SITE ROOFTOP BOX INSTALLATION	USD	$2,541.00	
100776	Warranty	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	USD	$8,859.00	
100380	Hardware	AXON AIR - FOTOKITE SIGMA COMMAND TABLET	USD	$3,140.00	
12346	Hardware	AXON AIR - FOTOKITE SIGMA MOBILE	USD	$43,135.00	
100379	Hardware	AXON AIR - FOTOKITE SIGMA ROOF-MOUNT	USD	$51,322.00	
100368	Software	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	USD	$249.58	Yes
100381	Hardware	AXON AIR - FOTOKITE VEHICLE DOCK TABLET CHARGING STATION	USD	$2,720.00	
100585	Software	AXON AIR - GEOSPATIAL ADD-ON	USD	$166.67	Yes
101116	Hardware	AXON AIR - HM 3 FT DRONE LANDING PAD	USD	$69.99	
100535	Hardware	AXON AIR - PARSEC LTE-1700	USD	$7,500.00	
100199	Hardware	AXON AIR - PARSEC LTE-900	USD	$4,600.00	
101074	Services	AXON AIR - PI AUTEL EVO 2 DEEP DIVE	USD	$0.00	
101075	Services	AXON AIR - PI AUTEL EVO LITE DEEP DIVE	USD	$0.00	
101054	Services	AXON AIR - PI DRONE FLYING 101	USD	$49.00	
101053	Services	AXON AIR - PI DRONE MANEUVERS MASTERY	USD	$99.00	
101052	Services	AXON AIR - PI DRONE MAPPING BUNDLE	USD	$299.00	
101051	Services	AXON AIR - PI DRONERESPONDERS PART 107 BUNDLE	USD	$149.00	
101057	Services	AXON AIR - PI NIST MADE EASY	USD	$49.00	
101071	Services	AXON AIR - PI PARROT ANAFI AI DEEP DIVE	USD	$0.00	
101072	Services	AXON AIR - PI PARROT ANAFI THERMAL DEEP DIVE	USD	$0.00	
101073	Services	AXON AIR - PI PARROT ANAFI USA DEEP DIVE	USD	$0.00	
101050	Services	AXON AIR - PI PART 107 - MADE EASY BUNDLE	USD	$159.00	
101059	Services	AXON AIR - PI PART 107 NIGHT TRAINING COURSE	USD	$0.00	
101058	Services	AXON AIR - PI PUBLIC SAFETY COA MADE EASY	USD	$0.00	
101070	Services	AXON AIR - PI SKYEBROWSE DEEP DIVE	USD	$0.00	
101060	Services	AXON AIR - PI ULTIMATE DRONE PILOT GUIDE	USD	$0.00	
101055	Services	AXON AIR - PI VISUAL OBSERVER ESSENTIALS	USD	$49.00	
100635	Hardware	AXON AIR - POLAR PRO CINEMA SERIES ND FILTERS	USD	$69.99	
12021	Services	AXON AIR - PROFESSIONAL IMPLEMENTATION	USD	$2,500.00	
101086	Services	AXON AIR - RTC COUNTER DRONE MEASURES CRS (16 STDNT LIMIT)	USD	$13,333.33	
101088	Services	AXON AIR - RTC DFR COURSE (20 STDNT LIMIT)	USD	$13,333.33	
101091	Services	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (11-15 STDNTS)	USD	$11,444.44	
101089	Services	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (1-5 STDNTS)	USD	$7,888.89	
101092	Services	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (16-20 STDNTS)	USD	$12,888.89	
101090	Services	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (6-10 STDNTS)	USD	$10,000.00	
101099	Services	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (11-15 STDNTS)	USD	$20,000.00	
101097	Services	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (1-5 STDNTS)	USD	$8,888.89	
101100	Services	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (16-20 STDNTS)	USD	$24,444.44	
101098	Services	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (6-10 STDNTS)	USD	$14,555.56	
101076	Services	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	USD	$5,000.00	
101077	Services	AXON AIR - RTC ON-SITE ONBOARDING (11-20 STDNTS)	USD	$8,333.33	
101081	Services	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (11-15 STDNTS)	USD	$24,444.44	
101079	Services	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (1-5 STDNTS)	USD	$10,666.67	
101080	Services	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (6-10 STDNTS)	USD	$17,222.22	
101084	Services	AXON AIR - RTC UAS BASIC PILOTS COURSE (11-15 STDNTS)	USD	$29,444.44	
101082	Services	AXON AIR - RTC UAS BASIC PILOTS COURSE (1-5 STDNTS)	USD	$12,777.78	
101085	Services	AXON AIR - RTC UAS BASIC PILOTS COURSE (16-20 STDNTS)	USD	$37,777.78	
101083	Services	AXON AIR - RTC UAS BASIC PILOTS COURSE (6-10 STDNTS)	USD	$21,333.33	
101114	Services	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (11-15 ATTS)	USD	$26,666.67	
101112	Services	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (1-5 ATTS)	USD	$11,111.11	
101113	Services	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (6-10 ATTS)	USD	$18,444.44	
101087	Services	AXON AIR - RTC UAS CROWD MANAGEMENT (24 STDNT LIMIT)	USD	$7,222.22	
101095	Services	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (11-15 STDNTS)	USD	$20,000.00	
101093	Services	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (1-5 STDNTS)	USD	$8,888.89	
101096	Services	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (16-20 STDNTS)	USD	$24,444.44	
101094	Services	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (6-10 STDNTS)	USD	$14,555.56	
101101	Services	AXON AIR - RTC UAS MANAGERS COURSE (24 STUDENT LIMIT)	USD	$7,222.22	
101104	Services	AXON AIR - RTC UAS NIGHTIME OPERATORS COURSE (11-15 STDNTS)	USD	$20,555.56	
101102	Services	AXON AIR - RTC UAS NIGHTIME OPERATORS COURSE (1-5 STDNTS)	USD	$9,444.44	
101103	Services	AXON AIR - RTC UAS NIGHTIME OPERATORS COURSE (6-10 STDNTS)	USD	$15,111.11	
101107	Services	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (11-15 STDNTS)	USD	$22,222.22	
101105	Services	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (1-5 STDNTS)	USD	$19,444.44	
101106	Services	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (6-10 STDNTS)	USD	$22,222.22	
101110	Services	AXON AIR - RTC UAS OPERATORS COURSE (11-15 STDNTS)	USD	$38,888.89	
101108	Services	AXON AIR - RTC UAS OPERATORS COURSE (1-5 STDNTS)	USD	$17,222.22	
101111	Services	AXON AIR - RTC UAS OPERATORS COURSE (16-20 STDNTS)	USD	$46,666.67	
101109	Services	AXON AIR - RTC UAS OPERATORS COURSE (6-10 STDNTS)	USD	$28,444.44	
101115	Services	AXON AIR - RTC UAS VISUAL OBSERVER COURSE	USD	$8,444.44	
101078	Services	AXON AIR - RTC VIRTUAL ONBOARDING	USD	$2,500.00	
101591	Hardware	AXON AIR - SANDISK 128GB EXTREME MICROSD	USD	$59.00	
101590	Hardware	AXON AIR - SANDISK 256GB EXTREME MICROSD	USD	$69.00	
100888	Hardware	AXON AIR - SIGYN MKI REPLACEMENT DRIVE ASSEMBLY	USD	$935.00	
101621	Hardware	AXON AIR - SKYDIO - 100W WALL ADAPTER NA	USD	$69.00	
101626	Hardware	AXON AIR - SKYDIO - 230W WALL ADAPTER NA	USD	$120.00	
101515	Software	AXON AIR - SKYDIO - 3D SCAN FOR X10 PERPETUAL	USD	$16,400.00	
101524	Services	AXON AIR - SKYDIO - 3D SCAN X10 IN-PERSON TRAINING ADD-ON	USD	$2,310.00	
101525	Hardware	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT NGHTSNS IR REFRESH	USD	$2,968.00	
101526	Hardware	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	USD	$4,000.00	
101534	Hardware	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT RTK/PPK REFRESH	USD	$975.00	
101522	Hardware	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT SPOTLIGHT REFRESH	USD	$281.00	
101523	Hardware	AXON AIR - SKYDIO - CARE ENT SAFE VEHICLE V100L SENS PKG 3YR	USD	$460.00	
101519	Warranty	AXON AIR - SKYDIO - CARE FOR V100-L SENSOR PACKAGE 1YR	USD	$370.00	
101505	Warranty	AXON AIR - SKYDIO - CARE FOR V100-L SENSOR PACKAGE 3YR	USD	$460.00	
101521	Warranty	AXON AIR - SKYDIO - CARE FOR X10 + V100-L 1YR	USD	$2,269.00	
101509	Warranty	AXON AIR - SKYDIO - CARE FOR X10 + V100-L 3YR	USD	$3,559.00	
101506	Warranty	AXON AIR - SKYDIO - CARE FOR X10 + VT300-L 1YR	USD	$2,998.00	
101510	Warranty	AXON AIR - SKYDIO - CARE FOR X10 + VT300-L 3YR	USD	$4,898.00	
101511	Warranty	AXON AIR - SKYDIO - CARE FOR X10 + VT300-Z 1YR	USD	$3,148.00	
101517	Warranty	AXON AIR - SKYDIO - CARE FOR X10 + VT300-Z 3YR	USD	$5,048.00	
101518	Warranty	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + V100-L 1YR	USD	$2,469.00	
101512	Warranty	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + V100-L 3YR	USD	$3,760.00	
101507	Warranty	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-L 1YR	USD	$3,198.00	
101520	Warranty	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-L 3YR	USD	$5,099.00	
101539	Warranty	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 1YR	USD	$3,348.00	
101508	Warranty	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	USD	$5,249.00	
101499	Services	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	USD	$35,250.00	
101502	Services	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	USD	$46,250.00	
101538	Services	AXON AIR - SKYDIO - DOCK DEPLOYMENT	USD	$19,500.00	
101528	Services	AXON AIR - SKYDIO - DOCK DEPLOYMENT AND TRAINING	USD	$26,500.00	
101513	Services	AXON AIR - SKYDIO - DOCK INSTRUCTOR TRAINING	USD	$5,000.00	
101504	Software	AXON AIR - SKYDIO - EXTEND INTEGRATION	USD	$416.58	Yes
101498	Services	AXON AIR - SKYDIO - IN-PERSON TRAINING - DOCK FOR X10	USD	$11,000.00	
101878	Software	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR OSP X10 DOCK	USD	$2,490.00	Yes
101620	Services	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR X10 DOCK	USD	$825.00	Yes
101531	Hardware	AXON AIR - SKYDIO - NGHTSNS VISLIGHT REFRESH	USD	$2,968.00	
101529	Software	AXON AIR - SKYDIO - PATROL LED DFR SUITE	USD	$833.25	Yes
101536	Software	AXON AIR - SKYDIO - PATROL LED DFR SUITE CONNECT 5G BASE	USD	$874.92	Yes
101527	Software	AXON AIR - SKYDIO - PATROL LED DFR SUITE SKYD CONNECT 5G EXT	USD	$928.25	Yes
101627	Hardware	AXON AIR - SKYDIO - READY CASE	USD	$899.00	
101537	Software	AXON AIR - SKYDIO - REMOTE FLIGHT DECK CONNECT 5G BASE	USD	$708.33	Yes
101543	Services	AXON AIR - SKYDIO - UNBOXING + ENABLEMENT SUPPORT 1-50 SYST	USD	$5,600.00	
101535	Hardware	AXON AIR - SKYDIO - V100L SENSOR PKG REFRESH	USD	$1,700.00	
101623	Hardware	AXON AIR - SKYDIO - X10 BATTERY MOLLE POUCH BLACK	USD	$115.00	
101622	Hardware	AXON AIR - SKYDIO - X10 CONTROLLER MOLLE POUCH BLACK	USD	$197.50	
101533	Services	AXON AIR - SKYDIO - X10 IN-PERSON TRAINING OCONUS	USD	$13,999.00	
101625	Hardware	AXON AIR - SKYDIO - X10 MOLLE POUCH BLACK	USD	$505.00	

101624	Hardware	AXON AIR - SKYDIO - X10 MOLLE POUCH SET	USD	$932.50	
101629	Hardware	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ IR NA V100-L	USD	$12,380.00	
101630	Hardware	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ IR NA VT300-L	USD	$15,662.00	
101631	Hardware	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ VIS NA V100-L	USD	$12,380.00	
101632	Hardware	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ VIS NA VT300-L	USD	$15,662.00	
101633	Hardware	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ VIS NA VT300-Z	USD	$16,192.00	
100709	Hardware	AXON AIR - SKYDIO 2 DOCK-COMPATIBLE BATTERY	USD	$499.00	
100705	Hardware	AXON AIR - SKYDIO 2/2+ ADMIN CASE	USD	$249.00	
100642	Software	AXON AIR - SKYDIO 2/2+ BLENDED TRAINING	USD	$5,605.00	
100404	Hardware	AXON AIR - SKYDIO 2/2+ CONTROLLER	USD	$179.00	
12013	Hardware	AXON AIR - SKYDIO 2/2+ DUAL CHARGER NORTH AMERICA	USD	$149.00	
100449	Services	AXON AIR - SKYDIO 2/2+ IN-PERSON TRAINING	USD	$9,000.00	
100376	Services	AXON AIR - SKYDIO 2/2+ IN-PERSON TRAINING (OCONUS)	USD	$13,999.00	
100450	Services	AXON AIR - SKYDIO 2/2+ INSTRUCTOR TRAINING	USD	$5,000.00	
100405	Hardware	AXON AIR - SKYDIO 2/2+ PRO CASE	USD	$229.00	
100406	Hardware	AXON AIR - SKYDIO 2/2+ PROPELLERS	USD	$29.00	
100634	Hardware	AXON AIR - SKYDIO 2/2+ TABLET HOLDER	USD	$79.00	
100407	Hardware	AXON AIR - SKYDIO 2/2+ TACTICAL SOFT CASE	USD	$45.00	
100378	Hardware	AXON AIR - SKYDIO 2+ BATTERY	USD	$115.00	
100409	Hardware	AXON AIR - SKYDIO 2+ BEACON	USD	$219.00	
100377	Hardware	AXON AIR - SKYDIO 2+ ENTERPRISE KIT (HARDWARE) NA	USD	$1,950.00	
100640	Hardware	AXON AIR - SKYDIO 2+ ENTERPRISE KIT CONTROLLER NA	USD	$5,949.00	
101989	Hardware	AXON AIR - SKYDIO 2+ REPLACEMENT VEHICLE - 2.4/5GHZ	USD	$999.00	
101994	Hardware	AXON AIR - SKYDIO 2+ REPLACEMENT VEHICLE - A	USD	$1,149.00	
101164	Hardware	AXON AIR - SKYDIO 2-UP CHARGER FOR X10	USD	$439.00	
100462	Software	AXON AIR - SKYDIO 3D SCAN FOR S2+	USD	$249.92	Yes
102013	Software	AXON AIR - SKYDIO 3D SCAN FOR S2+ MAINT & SUPPORT 1YR TERM	USD	$1,349.00	Yes
101732	Software	AXON AIR - SKYDIO 3D SCAN FOR S2+ MAINT & SUPPORT 3YR TERM	USD	$3,999.00	
101231	Software	AXON AIR - SKYDIO 3D SCAN FOR X10	USD	$350.00	Yes
100452	Services	AXON AIR - SKYDIO 3D SCAN FOR X2D IN-PERSON TRAINING ADD-ON	USD	$2,310.00	
12232	Software	AXON AIR - SKYDIO 3D SCAN FOR X2E	USD	$349.92	Yes
100657	Software	AXON AIR - SKYDIO 3D SCAN FOR X2E (PERPETUAL SOFTWARE)	USD	$9,399.00	
100453	Services	AXON AIR - SKYDIO 3D SCAN FOR X2E IN-PERSON TRAINING ADD-ON	USD	$2,310.00	
102019	Software	AXON AIR - SKYDIO 3D SCAN FOR X2E MAINT & SUPPORT 1YR TERM	USD	$1,899.00	Yes
100451	Services	AXON AIR - SKYDIO 3D SCAN S2/2+ IN-PERSON TRAINING ADD-ON	USD	$2,310.00	
101727	Software	AXON AIR - SKYDIO 3D SCAN S2+ PRPTL SOFTW NO MAINT & SUPPORT	USD	$6,599.00	
101728	Software	AXON AIR - SKYDIO 3D SCAN X2E MAINTENANCE & SUPPORT 3YR	USD	$5,599.00	
101233	Services	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	USD	$25.00	Yes
100649	Software	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS (1-YEAR)	USD	$300.00	
100711	Hardware	AXON AIR - SKYDIO ASSURED FUTURE EQUIP - X2E COLOR/THERMAL	USD	$14,799.00	
100712	Hardware	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT - X2E COLOR	USD	$11,999.00	
100713	Hardware	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT ADDITIONAL BATT	USD	$369.00	
101968	Hardware	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	USD	$28,268.00	
101248	Software	AXON AIR - SKYDIO ATAK FOR X10	USD	$2,499.00	Yes
102014	Software	AXON AIR - SKYDIO AUTONOMY ENT S2+ MAINT & SUPPORT 1YR TERM	USD	$349.00	Yes
101729	Software	AXON AIR - SKYDIO AUTONOMY ENT S2+ MAINT & SUPPORT 3YR TERM	USD	$999.00	
102015	Software	AXON AIR - SKYDIO AUTONOMY ENT X2E MAINT & SUPPORT 1YR TERM	USD	$899.00	Yes
101726	Software	AXON AIR - SKYDIO AUTONOMY ENT X2E MAINT & SUPPORT 3YR TERM	USD	$2,599.00	
100464	Software	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR S2+	USD	$62.41	Yes
100650	Software	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR S2+ (PERPETUAL)	USD	$1,649.00	
12230	Software	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR X2E	USD	$166.58	Yes
100651	Software	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR X2E (PERPETUAL)	USD	$4,299.00	
101967	Software	AXON AIR - SKYDIO BASIC PATROL SW KIT	USD	$414.17	Yes
100435	Hardware	AXON AIR - SKYDIO BATTERY - X10 ADVANCED RESERVATION	USD	$369.00	
101237	Hardware	AXON AIR - SKYDIO BATTERY (150W) FOR X10	USD	$369.00	
100714	Hardware	AXON AIR - SKYDIO CARE ENT SAFE VEH UPGRADE CLR/THRML 3YR NA	USD	$2,499.00	
100637	Hardware	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR 3YR NA	USD	$1,999.00	
100638	Hardware	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR/THERMAL 1YR NA	USD	$1,549.00	
100639	Hardware	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR/THERMAL 3YR NA	USD	$2,499.00	
100448	Warranty	AXON AIR - SKYDIO CARE ENTERPRISE FOR S2+	USD	$800.00	
101979	Warranty	AXON AIR - SKYDIO CARE ENTERPRISE FOR X2E DUAL BAND EO 1 YR	USD	$1,099.00	Yes
101980	Warranty	AXON AIR - SKYDIO CARE ENTERPRISE FOR X2E DUAL BAND EO 3 YR	USD	$1,999.00	Yes
100636	Hardware	AXON AIR - SKYDIO CARE ENTERPRISE X2E 5GHZ COLOR 1YR NA	USD	$1,099.00	
101981	Warranty	AXON AIR - SKYDIO CARE ENTERPRISE X2E DUAL BAND EO/IR 1 YR N	USD	$1,549.00	Yes
100715	Hardware	AXON AIR - SKYDIO CARE ENTRPRSE SAFE VEH UPGRADE CLR 3YR NA	USD	$1,999.00	
101201	Warranty	AXON AIR - SKYDIO CARE EXT WTY VT300-L SENSOR PACKAGE - 3 YR	USD	$1,799.00	
101196	Warranty	AXON AIR - SKYDIO CARE FOR VT300-L SENSOR PACKAGE - 1 YEAR	USD	$1,099.00	
101170	Warranty	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	USD	$1,949.00	
101195	Warranty	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE 1YR	USD	$1,249.00	
101217	Warranty	AXON AIR - SKYDIO CARE FOR X10 - 3 YR	USD	$3,099.00	
101245	Warranty	AXON AIR - SKYDIO CARE FOR X10 1-YR	USD	$1,899.00	
101234	Warranty	AXON AIR - SKYDIO CARE FOR X10 CELLULAR 5G (1YR)	USD	$2,099.00	
101254	Warranty	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	USD	$3,300.00	
100655	Software	AXON AIR - SKYDIO CLOUD ENTERPRISE REALTIME AWARENESS	USD	$208.25	Yes
100644	Software	AXON AIR - SKYDIO CLOUD STANDARD	USD	$104.08	Yes
101752	Software	AXON AIR - SKYDIO CNCT 5G - RANGE EXTND W/ DATA (TMOBILE) US	USD	$125.00	Yes
101974	Software	AXON AIR - SKYDIO CNCT 5G - RANGE EXTND WPS ELIGBL (TMOBILE)	USD	$108.33	Yes
101500	Software	AXON AIR - SKYDIO CONNECT 5G - X10 TO DOCK (T-MOBILE)	USD	$241.67	Yes
12234	Software	AXON AIR - SKYDIO CONNECT LICENSE	USD	$166.58	Yes
101242	Software	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	USD	$208.25	Yes
100447	Software	AXON AIR - SKYDIO CONNECT LICENSE WITH 3D SCAN SUPPORT	USD	$208.25	Yes
102003	Hardware	AXON AIR - SKYDIO CONTROLLER NECK STRAP - SPARE	USD	$30.00	
100411	Hardware	AXON AIR - SKYDIO CONTROLLER USB-C TO LIGHTNING CABLE	USD	$19.00	
101530	Software	AXON AIR - SKYDIO DATA MANAGEMENT SUITE	USD	$105.83	Yes
101532	Software	AXON AIR - SKYDIO DATA MGMT AND STREAMING SUITE	USD	$305.83	Yes
101165	Software	AXON AIR - SKYDIO DATA STORAGE FOR X10	USD	$37.50	Yes
101983	Services	AXON AIR - SKYDIO DEPLOYMENT - SKYDIO DOCK	USD	$19,500.00	
101199	Software	AXON AIR - SKYDIO DFR COMMAND	USD	$830.00	Yes
101879	Software	AXON AIR - SKYDIO DFR COMMAND FOR OSP	USD	$2,475.00	Yes
100706	Hardware	AXON AIR - SKYDIO DOCK (OUTDOOR) FOR S2+	USD	$9,999.00	
100707	Hardware	AXON AIR - SKYDIO DOCK (OUTDOOR) FOR X2	USD	$9,999.00	
101998	Hardware	AXON AIR - SKYDIO DOCK AIR FILTER REPLACEMENT 1	USD	$49.00	
101558	Hardware	AXON AIR - SKYDIO DOCK BATTERY FOR X10	USD	$499.00	
101984	Services	AXON AIR - SKYDIO DOCK DEPLOYMENT AND TRAINING	USD	$26,500.00	
102027	Hardware	AXON AIR - SKYDIO DOCK FOR S2+ KIT - 2.4/5GHZ	USD	$11,996.00	
101580	Hardware	AXON AIR - SKYDIO DOCK FOR X10 2.4/5 GHZ CELL DOCK ONLY	USD	$36,000.00	
101902	Hardware	AXON AIR - SKYDIO DOCK ID	USD	$79.00	
102022	Hardware	AXON AIR - SKYDIO DOCK LITE BATTERY	USD	$499.00	
102024	Hardware	AXON AIR - SKYDIO DOCK LITE CRADLE	USD	$1,999.00	
102001	Hardware	AXON AIR - SKYDIO DOCK LITE IDS	USD	$50.00	
101747	Hardware	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	USD	$220,233.00	
102002	Hardware	AXON AIR - SKYDIO DUAL CHARGER X10 230W WALL ADAPTER	USD	$559.00	
101171	Software	AXON AIR - SKYDIO DYNAMIC MODE FOR X10	USD	$180.00	Yes
101890	Services	AXON AIR - SKYDIO EMBEDDED PROGRAM MNGMNT DEDICATED FULL	USD	$33,333.33	Yes
101898	Services	AXON AIR - SKYDIO EMBEDDED PROGRAM MNGMNT DEDICATED HALF	USD	$16,666.66	Yes
101900	Services	AXON AIR - SKYDIO EMBEDDED TECHNICAL SERVICE DEDICATED FULL	USD	$29,166.66	Yes
101894	Services	AXON AIR - SKYDIO EMBEDDED TECHNICAL SERVICE DEDICATED HALF	USD	$14,583.33	Yes
102012	Services	AXON AIR - SKYDIO EMBEDDED TECHNICAL SERVICES, DESIGNATED	USD	$5,000.00	Yes
100412	Hardware	AXON AIR - SKYDIO ENTERPRISE CONTROLLER 5GHZ (X2E)	USD	$4,499.00	
101168	Software	AXON AIR - SKYDIO FLEET MANAGER FOR X10	USD	$10.00	Yes
100962	Services	AXON AIR - SKYDIO IN-PERSON TRAINING - SKYDIO DOCK	USD	$9,000.00	
101566	Hardware	AXON AIR - SKYDIO LANDING PAD	USD	$125.00	
101194	Hardware	AXON AIR - SKYDIO LANDING PAD FOR NEXT X10	USD	$99.00	
100652	Software	AXON AIR - SKYDIO MEDIA SYNC ADD-ON (512GB) (1-YEAR TERM)	USD	$58.25	Yes
101167	Software	AXON AIR - SKYDIO MEDIA SYNC FOR X10	USD	$58.33	Yes
101162	Software	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	USD	$200.00	Yes
101993	Hardware	AXON AIR - SKYDIO ND FILTERS - SKYDIO V100-L SENSOR PACKAGE	USD	$170.00	
101261	Hardware	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	USD	$2,800.00	
101260	Hardware	AXON AIR - SKYDIO NIGHTSENSE VISIBLE LIGHT FOR X10	USD	$2,800.00	
102018	Software	AXON AIR - SKYDIO ON PREM REMOTE OPS	USD	$1,666.67	
102016	Software	AXON AIR - SKYDIO ON PREM REMOTE OPS (3-YEAR LICENSE)	USD	$57,000.00	
102017	Software	AXON AIR - SKYDIO ON PREM REMOTE OPS (5-YEAR LICENSE)	USD	$85,000.00	
101250	Hardware	AXON AIR - SKYDIO PARACHUTE FOR X10	USD	$4,000.00	
101891	Services	AXON AIR - SKYDIO PART 107 PREP COURSE	USD	$185.00	
101166	Software	AXON AIR - SKYDIO PATROL-LED DFR SUITE	USD	$833.25	Yes
101232	Hardware	AXON AIR - SKYDIO PRO CASE (HARD-SHELL) FOR X10	USD	$499.00	
101897	Services	AXON AIR - SKYDIO PROFESSIONAL SERVICES (FIXED FEE)	USD	$350.00	
101901	Services	AXON AIR - SKYDIO PROGRAM DEPLOYMENT	USD	$5,000.00	Yes
100963	Services	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - BASIC	USD	$6,000.00	
100964	Services	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - ENTERPRISE	USD	$20,000.00	
100965	Services	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - PUBLIC SAFETY	USD	$20,000.00	
101992	Hardware	AXON AIR - SKYDIO READY CASE FOAM INSERT	USD	$250.00	

101743	Services	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	USD	$6,000.00	
101985	Software	AXON AIR - SKYDIO REMOTE FLIGHT DECK FOR X10	USD	$666.67	Yes
101169	Software	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	USD	$761.67	Yes
100732	Software	AXON AIR - SKYDIO REMOTE OPS	USD	$1,250.00	Yes
101737	Hardware	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	USD	$28,382.00	
101540	Hardware	AXON AIR - SKYDIO SAFE SPEAKER REFRESH	USD	$339.00	
101253	Software	AXON AIR - SKYDIO SCOUT FOR X10	USD	$30.00	Yes
101978	Services	AXON AIR - SKYDIO SKYDIO X10 REMOTE FLIGHT DECK - DEPLOYMENT	USD	$18,800.00	
101212	Hardware	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	USD	$295.00	
100719	Hardware	AXON AIR - SKYDIO SPARES PLAN OP LAUNCHED SAFE VEH UPGRADE	USD	$299.00	
100718	Hardware	AXON AIR - SKYDIO SPARES PLAN OPERATOR-LAUNCHED X2E DRONES	USD	$299.00	
101211	Hardware	AXON AIR - SKYDIO SPEAKER FOR X10	USD	$320.00	
101229	Hardware	AXON AIR - SKYDIO SPOTLIGHT FOR X10	USD	$265.00	
100647	Software	AXON AIR - SKYDIO STREAMING ADD-ON (10 HOUR BLOCK)	USD	$42.00	
100648	Software	AXON AIR - SKYDIO STREAMING ADD-ON (50 HOUR BLOCK)	USD	$149.99	
100645	Software	AXON AIR - SKYDIO STREAMING BASIC	USD	$41.58	Yes
101904	Software	AXON AIR - SKYDIO STREAMING BASIC	USD	$41.83	Yes
100646	Software	AXON AIR - SKYDIO STREAMING PREMIUM (1-YEAR TERM)	USD	$149.92	Yes
102000	Hardware	AXON AIR - SKYDIO USB 3.1C TO C, 1.2M CABLE - SPARE	USD	$24.00	
101557	Hardware	AXON AIR - SKYDIO V100-L SENSOR PACKAGE KIT	USD	$1,699.00	
101996	Hardware	AXON AIR - SKYDIO VIBRATION ISOLATOR KIT FOR SENSOR PACKAGE	USD	$0.00	
101556	Hardware	AXON AIR - SKYDIO VT300-L SENSOR PACKAGE KIT	USD	$5,499.00	
101553	Hardware	AXON AIR - SKYDIO VT300-Z SENSOR PACKAGE KIT	USD	$5,499.00	
100966	Services	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	USD	$20,000.00	
100967	Services	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS	USD	$70,000.00	
100968	Services	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	USD	$20,000.00	
100969	Services	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS EXPANSION	USD	$50,000.00	
12223	Hardware	AXON AIR - SKYDIO WALL ADAPTER 100W NORTH AMERICA	USD	$69.00	
101222	Hardware	AXON AIR - SKYDIO X10 ADMIN HARD CASE (2 DRONE)	USD	$749.00	
101667	Hardware	AXON AIR - SKYDIO X10 BATTERY MOLLE POUCH	USD	$115.00	
101554	Hardware	AXON AIR - SKYDIO X10 BATTERY MOLLE POUCH - COYOTE	USD	$115.00	
101172	Services	AXON AIR - SKYDIO X10 BLENDED TRAINING	USD	$5,605.00	
101200	Warranty	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME 3YR	USD	$3,099.00	
101251	Warranty	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	USD	$3,300.00	
101255	Warranty	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300L SENSORPKG 3YR	USD	$1,799.00	
101224	Warranty	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	USD	$1,949.00	
101555	Hardware	AXON AIR - SKYDIO X10 CONTROLLER MOLLE POUCH - COYOTE	USD	$197.50	
101215	Hardware	AXON AIR - SKYDIO X10 CONTROLLER ONLY 2.4/5 GHZ CELLULAR NA	USD	$3,200.00	
101223	Software	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	USD	$10.75	Yes
101549	Hardware	AXON AIR - SKYDIO X10 DOCK BUN 2.45 5GLTERDY SIM IR NA V100L	USD	$50,547.00	
101736	Hardware	AXON AIR - SKYDIO X10 DOCK HW KIT	USD	$57,744.00	
101565	Hardware	AXON AIR - SKYDIO X10 DOCK OPS 2.45 5GLTERDY SIM IR NA V100L	USD	$8,267.00	
101977	Warranty	AXON AIR - SKYDIO X10 EXTENDED WARRANTY	USD	$1,999.00	Yes
101579	Hardware	AXON AIR - SKYDIO X10 GROUND STATION 2.4/5 GHZ CELLULAR NA	USD	$43,476.00	
101246	Services	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	USD	$9,000.00	
101213	Services	AXON AIR - SKYDIO X10 INSTRUCTOR TRAINING	USD	$5,000.00	
101550	Hardware	AXON AIR - SKYDIO X10 MOLLE POUCH - COYOTE	USD	$505.00	
101738	Hardware	AXON AIR - SKYDIO X10 PATROL HW KIT	USD	$20,231.00	
101734	Services	AXON AIR - SKYDIO X10 PATROL-LED DFR SERVICES	USD	$9,300.00	
101635	Hardware	AXON AIR - SKYDIO X10 RDY KIT 2.45 5GLTE RDY SIM IR NA V100L	USD	$13,034.00	
101636	Hardware	AXON AIR - SKYDIO X10 RDY KIT 2.45 5GLTERDY SIM IR NA VT300L	USD	$16,316.00	
101637	Hardware	AXON AIR - SKYDIO X10 RDY KIT 2.45 5GLTERDY SIM IR NA VT300Z	USD	$16,846.00	
101638	Hardware	AXON AIR - SKYDIO X10 RDY KIT 2.45 5GLTERDY SIM VIS NA V100L	USD	$13,034.00	
101666	Hardware	AXON AIR - SKYDIO X10 READY KIT 2.4/5 GHZ IR NA VT300-Z	USD	$16,192.00	
102025	Hardware	AXON AIR - SKYDIO X10 READY KIT 2.4/5 GHZ IR NA VT300-Z	USD	$16,192.00	
100441	Hardware	AXON AIR - SKYDIO X10 RKT 1BAT 2.4/5 5GLTE TMBL IR NA VT300Z	USD	$16,108.00	
101225	Hardware	AXON AIR - SKYDIO X10 RTK/PPK	USD	$920.00	
101221	Hardware	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	USD	$11,804.00	
101262	Hardware	AXON AIR - SKYDIO X10 SAFE AIRFRAME REFRESH	USD	$11,110.00	
101241	Hardware	AXON AIR - SKYDIO X10 SAFE VT300L REFRESH	USD	$5,181.00	
101204	Hardware	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	USD	$5,743.00	
101575	Hardware	AXON AIR - SKYDIO X10 SENSOR PACKAGE 2.4/5 GHZ IR NA V100L	USD	$6,417.00	
101573	Hardware	AXON AIR - SKYDIO X10 SENSOR PACKAGE 2.4/5 GHZ VIS NA V100L	USD	$6,417.00	
101220	Hardware	AXON AIR - SKYDIO X10 SENSOR PACKAGE CASE	USD	$89.00	
101205	Hardware	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ IR NA VT300L	USD	$9,699.00	
101230	Hardware	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ IR NA VT300Z	USD	$10,229.00	
101259	Hardware	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ VIS NA VT300L	USD	$9,699.00	
101236	Hardware	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ VIS NA VT300Z	USD	$10,229.00	
101574	Hardware	AXON AIR - SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM IR NA V100L	USD	$7,071.00	
101206	Hardware	AXON AIR - SKYDIO X10 SPARES PLAN SAFE VEHICLE REFRESH	USD	$999.00	
101210	Hardware	AXON AIR - SKYDIO X10 STARTER KIT (2.4/5 GHZ IR) NA VT300L	USD	$15,280.40	
101243	Hardware	AXON AIR - SKYDIO X10 STARTER KIT (2.4/5 GHZ IR) NA VT300Z	USD	$15,810.40	
101567	Hardware	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ IR NA + V100-L	USD	$11,998.40	
101568	Hardware	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ VIS NA V100L	USD	$11,998.40	
101218	Hardware	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ VIS NA VT300L	USD	$15,280.40	
101263	Hardware	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ VIS NA VT300Z	USD	$15,810.40	
101227	Hardware	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300L	USD	$15,934.40	
101578	Hardware	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTE RDY SIM IR NA V100L	USD	$12,652.40	
101577	Hardware	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTERDY SIM IR NA VT300L	USD	$15,934.40	
101235	Hardware	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTERDY SIM IR NA VT300Z	USD	$16,464.40	
101576	Hardware	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTERDY SIM VIS NA V100L	USD	$12,652.40	
101214	Hardware	AXON AIR - SKYDIO X10 VEH ONLY 2.45 5GLTE RDY SIM IR NA	USD	$5,554.00	
101257	Hardware	AXON AIR - SKYDIO X10 VEH ONLY 2.45 5GLTE RDY SIM VIS NA	USD	$5,554.00	
101238	Hardware	AXON AIR - SKYDIO X10 VEHICLE ONLY - 2.4/5 GHZ - IR - NA	USD	$4,900.00	
101252	Hardware	AXON AIR - SKYDIO X10 VEHICLE ONLY 2.4/5 GHZ VIS NA	USD	$4,900.00	
101975	Services	AXON AIR - SKYDIO X10 VIRTUAL LIVE TRAINING	USD	$5,000.00	
12224	Hardware	AXON AIR - SKYDIO X2 BATTERY	USD	$369.00	
101999	Hardware	AXON AIR - SKYDIO X2 C/T REPLACEMENT VEHICLE - 2.4/5GHZ	USD	$8,499.00	
102023	Hardware	AXON AIR - SKYDIO X2 C/T REPLACEMENT VEHICLE - 2.4/5GHZ	USD	$8,499.00	
101997	Hardware	AXON AIR - SKYDIO X2 COLOR REPLACEMENT VEHICLE - 2.4/5GHZ	USD	$4,799.00	
12222	Hardware	AXON AIR - SKYDIO X2 DUAL CHARGER	USD	$439.00	
102028	Hardware	AXON AIR - SKYDIO X2 DUAL CHARGER ANZ	USD	$439.00	
102004	Hardware	AXON AIR - SKYDIO X2 GETTING STARTED GUIDE - SPARE	USD	$52.00	
101990	Hardware	AXON AIR - SKYDIO X2 HARDSTOP - SPARE	USD	$29.00	
101988	Hardware	AXON AIR - SKYDIO X2 HARDSTOP SCREWS - SPARE	USD	$17.00	
102007	Hardware	AXON AIR - SKYDIO X2 LEGAL INSERT - SPARE	USD	$20.00	
102006	Hardware	AXON AIR - SKYDIO X2 MICROFIBER CLOTHS - SPARE	USD	$20.00	
101991	Hardware	AXON AIR - SKYDIO X2 PROPELLER SCREWS - SPARE	USD	$27.00	
102030	Hardware	AXON AIR - SKYDIO X2 RMA HIGH	USD	$2,700.00	
102031	Hardware	AXON AIR - SKYDIO X2 RMA LOW	USD	$1,200.00	
102026	Hardware	AXON AIR - SKYDIO X2 RMA MEDIUM	USD	$1,700.00	
102008	Hardware	AXON AIR - SKYDIO X2 SPARE PARTS KIT	USD	$540.00	
12225	Hardware	AXON AIR - SKYDIO X2 SPARE PROP BLADES	USD	$129.00	
102005	Hardware	AXON AIR - SKYDIO X2 T3 L-KEY - SPARE	USD	$24.00	
12226	Hardware	AXON AIR - SKYDIO X2 TACTICAL SOFT CASE	USD	$189.00	
100641	Software	AXON AIR - SKYDIO X2D BLENDED TRAINING	USD	$5,605.00	
100454	Services	AXON AIR - SKYDIO X2D IN-PERSON TRAINING	USD	$7,800.00	
100455	Services	AXON AIR - SKYDIO X2D IN-PERSON TRAINING (OCONUS)	USD	$10,570.00	
100456	Services	AXON AIR - SKYDIO X2D INSTRUCTOR TRAINING	USD	$2,510.00	
100425	Hardware	AXON AIR - SKYDIO X2D ST KIT 1Y AE + 3DSCAN (5GHZ COLOR)	USD	$30,467.00	
100416	Hardware	AXON AIR - SKYDIO X2D ST KIT 3Y AE (1.8GHZ DUAL)	USD	$23,997.00	
100429	Hardware	AXON AIR - SKYDIO X2E 5GHZ COLOR (REPLACEMENT VEHICLE)	USD	$4,799.00	
100430	Hardware	AXON AIR - SKYDIO X2E 5GHZ DUAL (REPLACEMENT VEHICLE)	USD	$8,499.00	
100097	Services	AXON AIR - SKYDIO X2E BLENDED TRAINING	USD	$5,605.00	
100457	Services	AXON AIR - SKYDIO X2E IN-PERSON TRAINING	USD	$9,000.00	
100458	Services	AXON AIR - SKYDIO X2E INSTRUCTOR TRAINING	USD	$5,000.00	
100375	Services	AXON AIR - SKYDIO X2E ON-SITE TRAINING (OCONUS)	USD	$13,999.00	
100095	Hardware	AXON AIR - SKYDIO X2E STARTER KIT (5GHZ COLOR)	USD	$10,999.00	
12221	Hardware	AXON AIR - SKYDIO X2E STARTER KIT (5GHz COLOR/THERMAL)	USD	$14,499.00	
102029	Hardware	AXON AIR - SKYDIO X2E STARTER KIT (5GHZ, COLOR) (HW) ANZ	USD	$10,999.00	
101240	Hardware	AXON AIR - SPARES PLAN FOR OPERATOR LAUNCHED X10	USD	$999.00	
101855	Hardware	AXON AIR - THIRD PARTY PROVIDED HARDWARE	USD	$1.00	
100581	Software	AXON AIR - UAS LICENSE - CLASS 3	USD	$266.67	Yes
101306	Software	AXON AIR - UAS LICENSE (TRAINING DEVICE)	USD	$75.00	Yes
100446	Hardware	AXON AIR - WALL ADAPTER - 100W INTERNATIONAL	USD	$69.00	
100408	Hardware	AXON AIR - WALL ADAPTER - 65W NORTH AMERICA	USD	$34.00	
101587	Hardware	AXON AIR - WESTERN DIGITAL INDUSTRIAL 256GB MICROSD	USD	$69.00	
101560	Hardware	AXON AIR -SKYDIO X10 DOCK BUN 2.45 5GLTERDY SIM IR NA VT300L	USD	$53,829.00	
101561	Hardware	AXON AIR -SKYDIO X10 DOCK BUN 2.45 5GLTERDY SIM IR NA VT300Z	USD	$54,359.00	
101562	Hardware	AXON AIR -SKYDIO X10 DOCK BUN 2.45 5GLTERDY SIM VIS NA V100L	USD	$50,547.00	
101569	Hardware	AXON AIR -SKYDIO X10 DOCK OPS 2.45 5GLTERDY SIM IR NA VT300L	USD	$11,549.00	
101570	Hardware	AXON AIR -SKYDIO X10 DOCK OPS 2.45 5GLTERDY SIM IR NA VT300Z	USD	$12,079.00	

101571	Hardware	AXON AIR -SKYDIO X10 DOCK OPS 2.45 5GLTERDY SIM VIS NA V100L	USD	$8,267.00		
101639	Hardware	AXON AIR -SKYDIO X10 RDY KIT 2.45 5GLTERDY SIM VIS NA VT300L	USD	$16,316.00		
101640	Hardware	AXON AIR -SKYDIO X10 RDY KIT 2.45 5GLTERDY SIM VIS NA VT300Z	USD	$16,846.00		
101203	Hardware	AXON AIR -SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM IR NA VT300L	USD	$10,353.00		
101226	Hardware	AXON AIR -SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM IR NA VT300Z	USD	$10,883.00		
101559	Hardware	AXON AIR -SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM VIS NA V100L	USD	$7,071.00		
101249	Hardware	AXON AIR -SKYDIO X10 STR KIT 2.45 5GLTERDY SIM VIS NA VT300L	USD	$15,934.40		
101247	Hardware	AXON AIR -SKYDIO X10 STR KIT 2.45 5GLTERDY SIM VIS NA VT300Z	USD	$16,464.40		
CLASS1UAS	Program	AXON AIR, CLASS 1 UAS BUNDLE	USD	$223.06	Yes	Yes
CLASS2UAS	Program	AXON AIR, CLASS 2 UAS BUNDLE	USD	$344.73	Yes	Yes
CLASSMUAS	Program	AXON AIR, CLASS M UAS BUNDLE	USD	$141.95	Yes	Yes
12328	Services	AXON AIR, ON-SITE TRAINING	USD	$4,125.00		
101563	Hardware	AXON AIR-SKYDIO X10 DOCK BUN 2.45 5GLTERDY SIM VIS NA VT300L	USD	$53,829.00		
101564	Hardware	AXON AIR-SKYDIO X10 DOCK BUN 2.45 5GLTERDY SIM VIS NA VT300Z	USD	$54,359.00		
101572	Hardware	AXON AIR-SKYDIO X10 DOCK OPS 2.45 5GLTERDY SIM VIS NA VT300L	USD	$11,549.00		
101581	Hardware	AXON AIR-SKYDIO X10 DOCK OPS 2.45 5GLTERDY SIM VIS NA VT300Z	USD	$12,079.00		
101258	Hardware	AXON AIR-SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM VIS NA VT300L	USD	$10,353.00		
101197	Hardware	AXON AIR-SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM VIS NA VT300Z	USD	$10,883.00		
85762	Software	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	USD	$44.41		Yes
85759	Software	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	USD	$43.27		Yes
101288	Services	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	USD	$1.00		
85760	Software	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	USD	$29.60		Yes
11509	Hardware	AXON BODY - BELT CLIP - RAPIDLOCK	USD	$34.00		
100596	Services	AXON BODY - BODY WORN CAMERA CERTIFICATION	USD	$375.00		
11534	Hardware	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	USD	$11.00		
71019	Hardware	AXON BODY - DOCK POWERCORD - NORTH AMERICA	USD	$11.77		
100533	Hardware	AXON BODY - DUAL PORT USB-C CAR CHARGER - BLACK	USD	$19.99		
73449	Software	AXON BODY - LICENSE - DEVICE CONNECTIVITY	USD	$7.12		Yes
101758	Hardware	AXON BODY - MOUNT - CHEST HARNESS KLICKFAST	USD	$97.50		
100742	Hardware	AXON BODY - MOUNT - CHEST HARNESS RAPIDLOCK	USD	$100.00		
13025	Hardware	AXON BODY - MOUNT - CUSTOM	USD	$34.00		
101770	Hardware	AXON BODY - MOUNT - GARMENT CLIP KLICKFAST	USD	$16.58		
74023	Hardware	AXON BODY - MOUNT - LG POCKET 6 IN RAPIDLOCK	USD	$34.00		
74020	Hardware	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	USD	$34.00		
71026	Hardware	AXON BODY - MOUNT - MAGNET FLEXIBLE REINFORCED RAPIDLOCK	USD	$34.00		
74021	Hardware	AXON BODY - MOUNT - MAGNET THICK OUTERWEAR RAPIDLOCK	USD	$34.00		
101761	Hardware	AXON BODY - MOUNT - MAGNETIC DOCK KLICKFAST	USD	$57.42		
101289	Hardware	AXON BODY - MOUNT - MINI MOLLE DUAL SCREW RAPIDLOCK	USD	$32.99		
100974	Hardware	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	USD	$34.00		
100973	Hardware	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	USD	$34.00		
101768	Hardware	AXON BODY - MOUNT - MOLLE SYSTEM KLICKFAST	USD	$23.37		
101491	Hardware	AXON BODY - MOUNT - PLACEHOLDER	USD	$34.00		
101767	Hardware	AXON BODY - MOUNT - POCKET DOCK KLICKFAST	USD	$37.92		
11702	Hardware	AXON BODY - MOUNT - RAPIDLOCK ACTION CAMERA	USD	$34.00		
74036	Hardware	AXON BODY - MOUNT - RAPIDLOCK ANCHOR HORIZONTAL	USD	$34.00		
74035	Hardware	AXON BODY - MOUNT - RAPIDLOCK ANCHOR VERTICAL	USD	$34.00		
11508	Hardware	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	USD	$34.00		
11706	Hardware	AXON BODY - MOUNT - RAPIDLOCK FOLDING	USD	$34.00		
100859	Hardware	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	USD	$34.00		
100182	Hardware	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	USD	$34.00		
11704	Hardware	AXON BODY - MOUNT - RAPIDLOCK JACKET	USD	$34.00		
11703	Hardware	AXON BODY - MOUNT - RAPIDLOCK MINI MOLLE	USD	$34.00		
11709	Hardware	AXON BODY - MOUNT - RAPIDLOCK PATCH	USD	$34.00		
11507	Hardware	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	USD	$34.00		
74054	Hardware	AXON BODY - MOUNT - RAPIDLOCK VELCRO	USD	$34.00		
101766	Hardware	AXON BODY - MOUNT - SINGLE BAR MOLLE KLICKFAST	USD	$37.92		
11705	Hardware	AXON BODY - MOUNT - SLIM RAPIDLOCK	USD	$34.00		
74022	Hardware	AXON BODY - MOUNT - SM POCKET 4 IN RAPIDLOCK	USD	$34.00		
101762	Hardware	AXON BODY - MOUNT - SMOOTH MAGNETIC DOCK KLICKFAST	USD	$60.00		
101764	Hardware	AXON BODY - MOUNT - SUCTION CUP KLICKFAST	USD	$110.00		
74034	Hardware	AXON BODY - MOUNT - TILT MOUNT, AXON RAPIDLOCK	USD	$34.00		
101765	Hardware	AXON BODY - MOUNT - TWO BAR MOLLE KLICKFAST	USD	$59.58		
101763	Hardware	AXON BODY - MOUNT - VELCRO PATCH DOCK KLICKFAST	USD	$40.63		
74028	Hardware	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	USD	$34.00		
74018	Hardware	AXON BODY - MOUNT - Z-BRACKET MENS RAPIDLOCK	USD	$34.00		
74019	Hardware	AXON BODY - MOUNT - Z-BRACKET WOMENS RAPIDLOCK	USD	$34.00		
101341	Hardware	AXON BODY - MOUNT ADAPTER - RAPIDLOCK	USD	$9.95		
101494	Hardware	AXON BODY - POV MOUNT - PLACEHOLDER	USD	$34.00		
85014	Services	AXON BODY - PSO - 1 DAY	USD	$4,000.00		
85055	Services	AXON BODY - PSO - FULL SERVICE	USD	$40,000.00		
85144	Services	AXON BODY - PSO - STARTER	USD	$10,000.00		
80146	Services	AXON BODY - PSO - VIRTUAL STARTER	USD	$2,500.00		
71014	Hardware	AXON BODY - REPLACEMENT BATTERY SCREWDRIVER KIT	USD	$6.70		
11553	Hardware	AXON BODY - SYNC CABLE - USB-A TO 2.5MM	USD	$11.00		
100976	Hardware	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	USD	$282.00		
73309	Hardware	AXON BODY - TAP REFRESH 1 - CAMERA	USD	$972.00		
73689	Hardware	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	USD	$1,724.00		
73313	Hardware	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	USD	$248.00		
73310	Hardware	AXON BODY - TAP REFRESH 2 - CAMERA	USD	$1,020.00		
73688	Hardware	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	USD	$1,810.00		
73314	Hardware	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	USD	$260.00		
73345	Hardware	AXON BODY - TAP REFRESH 3 - CAMERA	USD	$1,049.00		
73347	Hardware	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	USD	$1,862.00		
73317	Hardware	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	USD	$267.00		
73346	Hardware	AXON BODY - TAP REFRESH 4 - CAMERA	USD	$1,065.00		
73348	Hardware	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	USD	$1,890.00		
73318	Hardware	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	USD	$271.00		
80464	Warranty	AXON BODY - TAP WARRANTY - CAMERA	USD	$14.73		Yes
80465	Warranty	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	USD	$23.17		Yes
80466	Warranty	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	USD	$6.09		Yes
101908	Hardware	AXON BODY - USB- C WALL POWER SUPPLY - INTERNATIONAL	USD	$20.00		
100930	Hardware	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	USD	$20.00		
73004	Hardware	AXON BODY - WALL CHARGER USB SYNC CABLE - FLEX	USD	$15.00		
73082	Hardware	AXON BODY - WALL WART - 2 USB 2.1/1.0 AMP CHARGER	USD	$14.95		
100975	Hardware	AXON BODY - WING CLIP - HIGH RETENTION + TORQUE RAPIDLOCK	USD	$34.00		
73112	Hardware	AXON BODY 2 - CAMERA - ONLINE BLK AV	USD	$522.00		
73111	Hardware	AXON BODY 2 - CAMERA - ONLINE BLK AV FIXED KLICKFAST	USD	$522.00		
74029	Hardware	AXON BODY 2 - CAMERA ASSEMBLY - 5GHZ WIFI DISABLED	USD	$522.00		
74004	Hardware	AXON BODY 2 - CAMERA ASSEMBLY - OFFLINE BLK	USD	$731.00		
74033	Hardware	AXON BODY 2 - CAMERA ASSEMBLY - OFFLINE YLW	USD	$731.00		
74001	Hardware	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE BLK	USD	$522.00		
74026	Hardware	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE BLK CLICKFAST	USD	$522.00		
74032	Hardware	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE YLW	USD	$522.00		
74006	Hardware	AXON BODY 2 - CAMERA BATTERY PACK - BLK	USD	$40.80		
74011	Hardware	AXON BODY 2 - DOCK - SINGLE BAY	USD	$99.00		
74009	Hardware	AXON BODY 2 - DOCK - SINGLE BAY PLUS CORE	USD	$440.00		
74010	Hardware	AXON BODY 2 - DOCK - SIX BAY	USD	$1,249.00		
70040	Hardware	AXON BODY 2 - DOCK - SIX BAY EVIDENCE.COM DESK PLATE	USD	$35.00		
74008	Hardware	AXON BODY 2 - DOCK - SIX BAY PLUS CORE	USD	$1,667.00		
80494	Warranty	AXON BODY 2 - EXT WARRANTY - CAMERA	USD	$20.78		Yes
80392	Warranty	AXON BODY 2 - EXT WARRANTY - DOCK SINGLE BAY	USD	$8.47		Yes
80499	Warranty	AXON BODY 2 - EXT WARRANTY - DOCK SIX BAY AND CORE	USD	$32.31		Yes
101585	Hardware	AXON BODY 2 - LABEL - VIDEO & AUDIO FRONT	USD	$0.95		
73110	Hardware	AXON BODY 2 - TRAINING CAMERA - NON FUNCTIONAL	USD	$99.00		
100111	Hardware	AXON BODY 3 - BOX - BLACK CARDBOARD SINGLE PACK	USD	$1.60		
73202	Hardware	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	USD	$829.00		
73218	Hardware	AXON BODY 3 - CAMERA - NA10 US ENTERPRISE BLK RAPIDLOCK	USD	$829.00		
74210	Hardware	AXON BODY 3 - DOCK - EIGHT BAY	USD	$1,595.00		
74214	Hardware	AXON BODY 3 - DOCK - EIGHT BAY WITHOUT POWER SUPPLY	USD	$1,595.00		
74211	Hardware	AXON BODY 3 - DOCK - SINGLE BAY	USD	$229.00		
80496	Warranty	AXON BODY 3 - EXT WARRANTY - CAMERA	USD	$20.78		Yes
101712	Warranty	AXON BODY 3 - EXT WARRANTY - CAMERA & DEVICE POOLING	USD	$20.35		Yes
80498	Warranty	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	USD	$30.89		Yes
80391	Warranty	AXON BODY 3 - EXT WARRANTY - SINGLE BAY DOCK	USD	$8.11		Yes
100058	Hardware	AXON BODY 3 - LABEL - VIDEO & AUDIO FRONT	USD	$0.75		
100860	Hardware	AXON BODY 3 - LR MIC - NA10 US BLK RAPIDLOCK	USD	$829.00		
13030	Hardware	AXON BODY 3 - MAGNETIC DOCK - CLICKFAST M6.4 PATTERN	USD	$34.00		
100811	Hardware	AXON BODY 3 - NON-FUNCTIONAL TRAINING UNIT - BLUE	USD	$99.00		
100806	Hardware	AXON BODY 3 - NON-FUNCTIONAL TRAINING UNIT - RED	USD	$99.00		
75022	Hardware	AXON BODY 3 - RAPIDLOCK SCREW REPAIR KIT	USD	$10.00		
101371	Services	AXON BODY 3 - REPLACEMENT BATTERY SERVICE	USD	$199.00		
100101	Hardware	AXON BODY 3 - TRAINING STICKER- 44 PACK BLUE	USD	$299.00		

100750	Hardware	AXON BODY 3 - TRAINING STICKER - 44 PACK RED	USD	$299.00	
100388	Hardware	AXON BODY 3 - USB-C ANTI-DUST PLUG - 40 PK	USD	$40.00	
101149	Hardware	AXON BODY 3 - WALL WART CHARGER - 2.0 AMP 10 W 1 USB	USD	$30.00	
100206	Hardware	AXON BODY 4 - 8 BAY DOCK	USD	$1,595.00	
101310	Hardware	AXON BODY 4 - 8 BAY DOCK - WITHOUT POWER ADAPTER OR ETHERNET	USD	$1,595.00	
100959	Hardware	AXON BODY 4 - 8 BAY DOCK WITHOUT POWER ADAPTER	USD	$1,595.00	
101305	Hardware	AXON BODY 4 - CABLE - POV WEARABLE 9 IN	USD	$69.95	
100466	Hardware	AXON BODY 4 - CABLE - USB-C TO USB-C	USD	$12.00	
100931	Hardware	AXON BODY 4 - CABLE ADAPTER - USB-A MALE TO USB-C FEMALE	USD	$5.00	
101428	Hardware	AXON BODY 4 - CABLE CLIP - POV - 5PK	USD	$4.99	
100147	Hardware	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	USD	$899.00	
100809	Hardware	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER GREEN RAPIDLOCK	USD	$899.00	
100852	Hardware	AXON BODY 4 - C-CLIP - POV	USD	$10.00	
101432	Hardware	AXON BODY 4 - CLIP MOUNTS - OAKLEY POV	USD	$34.00	
101309	Hardware	AXON BODY 4 - COVER - SIDEPORT FLEX POV	USD	$12.99	
100201	Hardware	AXON BODY 4 - DOCK - SINGLE BAY	USD	$229.00	
101495	Hardware	AXON BODY 4 - DOCK POWER BRICK	USD	$135.40	
100942	Warranty	AXON BODY 4 - EXT WARRANTY - CAMERA	USD	$20.78	Yes
101713	Warranty	AXON BODY 4 - EXT WARRANTY - CAMERA & DEVICE POOLING	USD	$22.63	Yes
100943	Warranty	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	USD	$31.31	Yes
100945	Warranty	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	USD	$2.99	Yes
100944	Warranty	AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK	USD	$8.11	Yes
100200	Hardware	AXON BODY 4 - FLEX POV MODULE	USD	$299.00	
100958	Hardware	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	USD	$110.00	
100858	Hardware	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	USD	$34.00	
100775	Hardware	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	USD	$39.00	
100864	Hardware	AXON BODY 4 - MOUNT - OAKLEY FLAK 2.0 POV	USD	$254.00	
101126	Hardware	AXON BODY 4 - MOUNT - POV ARC RAIL MOUNT	USD	$29.95	
100856	Hardware	AXON BODY 4 - MOUNT - POV BALLCAP	USD	$34.00	
101760	Hardware	AXON BODY 4 - MOUNT - POV BALLISTIC HELMET	USD	$43.33	
100863	Hardware	AXON BODY 4 - MOUNT - POV BALLISTIC VEST	USD	$34.00	
100853	Hardware	AXON BODY 4 - MOUNT - POV COLLAR	USD	$34.00	
100855	Hardware	AXON BODY 4 - MOUNT - POV EPAULETTE	USD	$34.00	
101759	Hardware	AXON BODY 4 - MOUNT - POV FLEX VELCRO CAP	USD	$26.00	
101127	Hardware	AXON BODY 4 - MOUNT - POV PICATINNY RAIL MOUNT	USD	$29.95	
101304	Hardware	AXON BODY 4 - MOUNT - SWAT POUCH + POV PATCH MOUNT BLACK	USD	$99.95	
101367	Hardware	AXON BODY 4 - MOUNT - SWAT POUCH + POV PATCH MOUNT COYOTE	USD	$99.95	
101368	Hardware	AXON BODY 4 - MOUNT - SWAT POUCH + POV PATCH MOUNT GREEN	USD	$99.95	
101369	Hardware	AXON BODY 4 - MOUNT - SWAT POUCH + POV PATCH MOUNT TAN	USD	$99.95	
100985	Hardware	AXON BODY 4 - MOUNT - UNIVERSAL HELMET EXTENDED POV	USD	$34.00	
73618	Software	AXON COMMUNITY REQUEST	USD	$14.23	Yes
102068	Hardware	AXON DDD1 DRONE DEFENDER	USD	$40,000.00	
102200	Services	AXON DEDRONE - DEVELOPMENT SERVICES	USD	$250.00	
102199	Services	AXON DEDRONE - ASSESSMENT / SITE SURVEY	USD	$6,699.00	
102216	Software	AXON DEDRONE - DEDRONE BEYOND - OPTICAL SOFTWARE	USD	$4,744.37	Yes
102228	Warranty	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	USD	$123.50	Yes
102207	Software	AXON DEDRONE - DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	USD	$8,745.37	Yes
102203	Software	AXON DEDRONE - DEDRONE DATA PORTAL - ONLINE	USD	$2,965.23	Yes
102212	Software	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	USD	$1,779.14	Yes
102202	Software	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	USD	$1,186.09	Yes
102215	Software	AXON DEDRONE - DEDRONETRACKER.AI CAMERA SOFTWARE	USD	$1,186.09	Yes
102204	Software	AXON DEDRONE - DEDRONETRACKER.AI DEFENSE SOFTWARE ONPREM	USD	$8,895.70	Yes
102214	Software	AXON DEDRONE - DEDRONETRACKER.AI RADAR LONG RANGE SOFTWARE	USD	$1,779.14	Yes
102205	Software	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	USD	$889.57	Yes
102213	Software	AXON DEDRONE - DEDRONETRACKER.AI STANDARD RANGE SOFTWARE	USD	$1,186.09	Yes
102211	Software	AXON DEDRONE - DEDRONETRACKER.AI TACTICAL SOFTWARE HOSTED	USD	$5,930.47	Yes
102225	Warranty	AXON DEDRONE - ELR EXT WARRANTY	USD	$1,482.02	Yes
102226	Warranty	AXON DEDRONE - ESR EXT WARRANTY	USD	$473.85	Yes
102041	Hardware	AXON DEDRONE - FIELDKIT REMOTE CASE	USD	$1,482.20	
102227	Warranty	AXON DEDRONE - FLIR EXT WARRANTY	USD	$1,779.14	Yes
102201	Services	AXON DEDRONE - INSTALL SERVICES	USD	$3,500.00	
102232	Warranty	AXON DEDRONE - MS 360 RADAR EXT HARDWARE WARRANTY	USD	$49.42	Yes
102222	Software	AXON DEDRONE - RAPID RESPONSE - STANDARD RADAR SOFTWARE	USD	$331.69	Yes
102229	Warranty	AXON DEDRONE - RAPID RESPONSE - STD RADAR EXT WARRANTY	USD	$473.85	Yes
102230	Warranty	AXON DEDRONE - RI RADAR EXT WARRANTY	USD	$6,232.00	Yes
102231	Warranty	AXON DEDRONE - TITAN EXT WARRANTY	USD	$735.38	Yes
102104	Hardware	AXON DEDRONE AEROSCOPE ANTENNA SET	USD	$3,500.00	
102038	Hardware	AXON DEDRONE AI CONNECTOR 1.0 (US)	USD	$15,000.00	
102039	Hardware	AXON DEDRONE BOX SERVER	USD	$10,000.00	
102105	Hardware	AXON DEDRONE CAMERA MOUNT	USD	$200.00	
102070	Hardware	AXON DEDRONE ELR RADAR	USD	$124,950.00	
102071	Hardware	AXON DEDRONE ESR RADAR	USD	$39,950.00	
102106	Hardware	AXON DEDRONE HARD SHELL CARRYING CASE (1780T)	USD	$1,000.00	
102107	Hardware	AXON DEDRONE HARD SHELL CARRYING CASE (H5020W)	USD	$1,000.00	
102108	Hardware	AXON DEDRONE LAPTOP SERVER	USD	$4,000.00	
102109	Hardware	AXON DEDRONE MAST - 10M	USD	$4,600.00	
102110	Hardware	AXON DEDRONE MAST - 3M	USD	$2,800.00	
102072	Hardware	AXON DEDRONE MULTI-NODE FULL SPECTRUM KIT	USD	$479,000.00	
102111	Hardware	AXON DEDRONE RACK SERVER	USD	$10,000.00	
102073	Hardware	AXON DEDRONE RF-160 (1039 ATT US)	USD	$15,000.00	
102076	Hardware	AXON DEDRONE RF-160 (1039 TEL US)	USD	$15,000.00	
102077	Hardware	AXON DEDRONE RF-160 (9003 ATT US)	USD	$15,000.00	
102079	Hardware	AXON DEDRONE RF-160 (9003 TEL CH)	USD	$15,000.00	
102082	Hardware	AXON DEDRONE RF-160 (9003 TEL US)	USD	$15,000.00	
102083	Hardware	AXON DEDRONE RF-310 (NO MOUNT)	USD	$30,000.00	
102084	Hardware	AXON DEDRONE RF-310 (UNI)	USD	$30,000.00	
102085	Hardware	AXON DEDRONE RF-360 (1039 ATT US)	USD	$15,000.00	
102088	Hardware	AXON DEDRONE RF-360 (1039 TEL US)	USD	$15,000.00	
102089	Hardware	AXON DEDRONE RF-360 (9003 ATT US)	USD	$15,000.00	
102091	Hardware	AXON DEDRONE RF-360 (9003 TEL CH)	USD	$15,000.00	
102094	Hardware	AXON DEDRONE RF-360 (9003 TEL US)	USD	$15,000.00	
102095	Hardware	AXON DEDRONE RF-560 (ATT US)	USD	$30,000.00	
102097	Hardware	AXON DEDRONE RF-560 (TEL CH)	USD	$30,000.00	
102100	Hardware	AXON DEDRONE RF-560 (TEL US)	USD	$30,000.00	
102101	Hardware	AXON DEDRONE RI RADAR	USD	$575,000.00	
102043	Hardware	AXON DEDRONE SAFE LINK BOX (US)	USD	$3,000.00	
102112	Hardware	AXON DEDRONE STANDARD PTZ CAMERA	USD	$5,000.00	
102044	Hardware	AXON DEDRONE STATIC CAMERA	USD	$1,063.00	
102047	Hardware	AXON DEDRONEBEYOND OPTICAL HW KIT (US)	USD	$50,000.00	
102050	Hardware	AXON DEDRONEBEYOND RADAR LRR HW KIT (US)	USD	$469,850.00	
102051	Hardware	AXON DEDRONEPORTABLE HW KIT (ATT US)	USD	$40,000.00	
102054	Hardware	AXON DEDRONERAPIDRESPONSE RF PLUS OPTICAL	USD	$215,000.00	
102055	Hardware	AXON DEDRONERAPIDRESPONSE WITH ELR RADAR	USD	$374,800.00	
102056	Hardware	AXON DEDRONERAPIDRESPONSE WITH ESR RADAR	USD	$374,800.00	
102166	Hardware	AXON DEDRONETACTICAL CAMERA CASE	USD	$8,600.00	
102167	Hardware	AXON DEDRONETACTICAL DEDRONE RF CASE	USD	$65,000.00	
102176	Hardware	AXON DEDRONETACTICAL MITIGATION CASE	USD	$485,000.00	
102168	Hardware	AXON DEDRONETACTICAL MOOG TRIPOD & CASE (BASE)	USD	$8,500.00	
102170	Hardware	AXON DEDRONETACTICAL MOOG TRIPOD & CASE (EXTENDED)	USD	$8,500.00	
102169	Hardware	AXON DEDRONETACTICAL MOOG TRIPOD & CASE (REMOTE)	USD	$8,500.00	
102103	Hardware	AXON DEDRONETACTICAL NETWORK BOX	USD	$50,000.00	
102171	Hardware	AXON DEDRONETACTICAL NETWORK CASE	USD	$3,700.00	
102172	Hardware	AXON DEDRONETACTICAL RADAR CASE	USD	$220,000.00	
102173	Hardware	AXON DEDRONETACTICAL RADAR POWER CASE	USD	$7,000.00	
102174	Hardware	AXON DEDRONETACTICAL REMOTE NODE CASE	USD	$35,000.00	
102175	Hardware	AXON DEDRONETACTICAL SERVER CASE	USD	$14,300.00	
50300	Software	AXON DISPATCH - LICENSE	USD	$74.01	Yes
80503	Software	AXON EVIDENCE - ADV USER MANAGEMENT ADD-ON	USD	$14.23	Yes
100489	Services	AXON EVIDENCE - ALL ACCESS PASS - SYMPOSIUM	USD	$345.00	
101689	Software	AXON EVIDENCE - ASSET MANAGEMENT	USD	$28.47	Yes
73682	Software	AXON EVIDENCE - AUTO TAGGING LICENSE	USD	$14.23	Yes
80190	Services	AXON EVIDENCE - CHANNEL SERVICES	USD	$50,000.00	
101616	Services	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	USD	$50,000.00	
80225	Services	AXON EVIDENCE - DEMS INTEGRATION SUPPORT	USD	$593.04	Yes
85767	Software	AXON EVIDENCE - DISCOVERY MODULE ACCESS	USD	$37.01	Yes
73840	Software	AXON EVIDENCE - ECOM LICENSE - BASIC	USD	$21.35	Yes
100673	Software	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	USD	$35.58	Yes
80221	Software	AXON EVIDENCE - ECOM LICENSE - FLEET	USD	$42.98	Yes
73746	Software	AXON EVIDENCE - ECOM LICENSE - PRO	USD	$64.05	Yes
73838	Software	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	USD	$57.79	Yes
80400	Software	AXON EVIDENCE - FLEET VEHICLE LICENSE	USD	$29.60	Yes
87050	Software	AXON EVIDENCE - FLEET VIEW XL LICENSE	USD	$42.98	Yes

79999	Services	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	USD	$3,000.00	
100340	Services	AXON EVIDENCE - INVESTIGATORS VIDEO EXAMINATIONS - IN PERSON	USD	$750.00	
100341	Services	AXON EVIDENCE - INVESTIGATORS VIDEO EXAMINATIONS - ONLINE	USD	$325.00	
100561	Services	AXON EVIDENCE - PSO - CUSTOM SERVICES ENGINEERING	USD	$300.00	
100560	Services	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	USD	$35,000.00	
74111	Services	AXON EVIDENCE - PSO - FIELD ENGINEERING DAY RATE TRAVEL	USD	$5,250.00	
50203	Services	AXON EVIDENCE - PSO - FIELD ENGINEERING PER DAY MATERIALS	USD	$1,500.00	
73849	Services	AXON EVIDENCE - PSO - IMPLEMENTATION ADV USER MANAGEMENT	USD	$10,000.00	
100562	Services	AXON EVIDENCE - PSO - INTEGRATION SERVICES	USD	$35,000.00	
100563	Services	AXON EVIDENCE - PSO - INTEGRATION SUPPORT	USD	$593.05	Yes
73478	Software	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	USD	$14.23	Yes
73683	Software	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	USD	$1.07	Yes
101284	Software	AXON EVIDENCE - STORAGE - 5GB	USD	$0.40	Yes
80214	Software	AXON EVIDENCE - STORAGE - FLEET	USD	$50.39	Yes
80410	Software	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	USD	$25.19	Yes
50045	Software	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	USD	$146.60	Yes
100165	Software	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	USD	$42.98	Yes
73686	Software	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	USD	$35.58	Yes
100346	Services	AXON EVIDENCE - VFR LIGHTBOARD CALIBRATION	USD	$995.00	
71202	Hardware	AXON FLEET - AIRGAIN ANT - 2-IN-1 2WIFI INTERIOR	USD	$90.00	
100762	Hardware	AXON FLEET - AIRGAIN ANT - 3-IN-1 REMOUNT KIT	USD	$20.00	
71205	Hardware	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G BL	USD	$299.00	
101020	Hardware	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G FLAT BLK	USD	$299.00	
101019	Hardware	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G FLAT WH	USD	$299.00	
100777	Hardware	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	USD	$90.00	
100158	Hardware	AXON FLEET - AIRGAIN ANT - 4-IN-1 WH 4LTE/5G	USD	$299.00	
101286	Hardware	AXON FLEET - AIRGAIN ANT - 4-IN-1/5-IN-1 INTERIOR REMNT KIT	USD	$20.00	
71200	Hardware	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	USD	$249.00	
71201	Hardware	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS WH	USD	$249.00	
11595	Hardware	AXON FLEET - AIRGAIN ANT - 5-IN-1 BL MAG 2LTE 2WIFI 1GNSS	USD	$325.00	
100971	Hardware	AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS	USD	$110.00	
100759	Hardware	AXON FLEET - AIRGAIN ANT - 5-IN-1 REMOUNT KIT	USD	$20.00	
101018	Hardware	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	USD	$349.00	
100145	Hardware	AXON FLEET - AIRGAIN ANT - 7-IN-1 WH 4LTE/5G 2WIFI 1GNSS	USD	$349.00	
101036	Hardware	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNS FLAT BL	USD	$399.00	
101022	Hardware	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNS FLAT WH	USD	$399.00	
71204	Hardware	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNSS BL	USD	$399.00	
100761	Hardware	AXON FLEET - AIRGAIN ANT - 9-IN-1 MAG BL 4LTE/5G 2WIFI 1GNSS	USD	$399.00	
100185	Hardware	AXON FLEET - AIRGAIN ANT - 9-IN-1 WH 4LTE/5G 2WIFI 1GNSS	USD	$399.00	
101005	Hardware	AXON FLEET - AIRGAIN ANT - FLAT HOUSING REMOUNT KIT	USD	$32.00	
100760	Hardware	AXON FLEET - AIRGAIN ANT - NEXT HOUSING REMOUNT KIT	USD	$30.00	
100763	Hardware	AXON FLEET - AIRGAIN ANT - NEXT HSING REMNT KIT FPIU 2020+	USD	$30.00	
101017	Hardware	AXON FLEET - AIRGAIN ANT - NXT HSING WH REMNT KIT	USD	$30.00	
101021	Hardware	AXON FLEET - AIRGAIN ANT - NXT HSING WH REMNT KIT FPIU 2020+	USD	$30.00	
101597	Hardware	AXON FLEET - AIRGAIN ANT - SLOTTED NUT	USD	$10.00	
74024	Hardware	AXON FLEET - BATTERY SYSTEM	USD	$100.00	
72031	Hardware	AXON FLEET - CABLE - ETHERNET CAT6 15 FT	USD	$25.00	
72032	Hardware	AXON FLEET - CABLE - ETHERNET CAT6 20 FT	USD	$25.00	
100389	Hardware	AXON FLEET - CABLE - ETHERNET CAT6 50 FT	USD	$35.00	
72030	Hardware	AXON FLEET - CABLE - ETHERNET CAT6 6 FT	USD	$15.00	
11636	Hardware	AXON FLEET - CRADLEPOINT FIPS IBR1700-1200M-B-NPS+5Y NETCLD	USD	$3,338.00	
101582	Hardware	AXON FLEET - CRADLEPOINT FIPS R1900-5GB-GA+5YR NETCLOUD	USD	$4,359.00	
101583	Hardware	AXON FLEET - CRADLEPOINT FIPS R920-C7A+5YR NETCLOUD	USD	$2,805.00	
11635	Hardware	AXON FLEET - CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	USD	$2,548.00	
100327	Hardware	AXON FLEET - CRADLEPOINT IBR200-AT ROUTER+3Y NETCLD ESSENTL	USD	$309.00	
101473	Hardware	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD DS	USD	$1,449.00	
11613	Hardware	AXON FLEET - CRADLEPOINT MC400 MODULAR MODEM	USD	$708.00	
100768	Hardware	AXON FLEET - CRADLEPOINT MC400-5GB MODULAR MODEM	USD	$999.00	
100980	Software	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	USD	$141.00	
100981	Software	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 3YR	USD	$423.00	
100982	Software	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	USD	$705.00	
11641	Software	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	USD	$213.00	
11520	Software	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	USD	$639.00	
11521	Software	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	USD	$1,065.00	
101287	Software	AXON FLEET - CRADLEPOINT NETCLOUD PERF ADV UPGRADE 1 YR	USD	$204.00	
101285	Software	AXON FLEET - CRADLEPOINT NETCLOUD PERF ADV UPGRADE 3 YR	USD	$612.00	
100984	Software	AXON FLEET - CRADLEPOINT NETCLOUD PERF ADVANCED UPGRADE - 5Y	USD	$1,020.00	
101416	Software	AXON FLEET - CRADLEPOINT PERFORMANCE ESSENTIALS RENEWAL 1YR	USD	$246.00	
101417	Software	AXON FLEET - CRADLEPOINT PERFORMANCE ESSENTIALS RENEWAL 3YR	USD	$738.00	
101414	Software	AXON FLEET - CRADLEPOINT PERFORMANCE ESSENTIALS RENEWAL 5YR	USD	$1,230.00	
100146	Hardware	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	USD	$2,999.00	
100989	Hardware	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	USD	$1,449.00	
11640	Hardware	AXON FLEET - CRADLEPOINT ROUTER AC POWER SUPPLY	USD	$25.00	
11629	Hardware	AXON FLEET - CRADLEPOINT ROUTER CABLE ASSEMBLY 12V POWER	USD	$25.00	
73390	Warranty	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	USD	$0.00	Yes
100879	Hardware	AXON FLEET - CRADLEPOINT RTR CABLE ASSEMBLY 12V POWER RX30	USD	$25.00	
101418	Hardware	AXON FLEET - CRADLEPOINT RX20-MC MODEM EXPANSION SLOT	USD	$229.00	
100194	Hardware	AXON FLEET - CRADLEPOINT RX30-MC MODEM EXPANSION SLOT	USD	$225.00	
74027	Hardware	AXON FLEET - DONGLE	USD	$15.65	
71210	Hardware	AXON FLEET - DOOR TRIGGER HARDWARE - US	USD	$18.60	
101675	Hardware	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	USD	$1,899.00	
101150	Hardware	AXON FLEET - EXTERIOR CAMERA - FLEET 3	USD	$1,399.00	
80129	Services	AXON FLEET - INSTALL - SIGNAL/ROUTER/RADAR (PER VEHICLE)	USD	$650.00	
74066	Services	AXON FLEET - INSTALLATION - WI-FI OFFLOAD SERVER	USD	$1,500.00	
80402	Software	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	USD	$22.20	Yes
74025	Hardware	AXON FLEET - MOUNT ASSEMBLY	USD	$83.75	
11511	Hardware	AXON FLEET - ROUTER ANTENNA	USD	$249.00	
101189	Hardware	AXON FLEET - RUGGED HOUSING - FLEET 3	USD	$995.00	
80218	Software	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	USD	$74.01	Yes
101750	Hardware	AXON FLEET - TAOGLAS ANT - 3-IN-1 2WIFI 1GNSS INT	USD	$75.00	
101926	Hardware	AXON FLEET - TAOGLAS ANT - 5-IN-1 2CELL 2WIFI 1GNSS INT	USD	$129.00	
101924	Hardware	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	USD	$149.00	
101280	Hardware	AXON FLEET - TAP REFRESH - HOUSED CAMERA	USD	$1,586.47	
72040	Hardware	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	USD	$3,058.00	
100701	Hardware	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT HIGH CAPACITY	USD	$3,965.00	
100092	Hardware	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	USD	$3,194.00	
100697	Hardware	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT HIGH CAPACITY	USD	$4,142.00	
74074	Hardware	AXON FLEET - WI-FI OFFLOAD SERVER HARDWARE	USD	$3,500.00	
71086	Hardware	AXON FLEET - WIRELESS MICROPHONE	USD	$240.00	
71087	Hardware	AXON FLEET - WIRELESS MICROPHONE CHARGING DOCK	USD	$40.00	
71085	Hardware	AXON FLEET 2 - CABLE ASSEMBLY - BATTERY BOX TO CAMERA	USD	$15.00	
71100	Hardware	AXON FLEET 2 - CABLE ASSEMBLY - POWER HARNESS	USD	$15.00	
71082	Hardware	AXON FLEET 2 - CAMERA CONTROLLER - REAR	USD	$180.00	
71080	Hardware	AXON FLEET 2 - CAMERA MOUNT - FRONT	USD	$20.00	
71079	Hardware	AXON FLEET 2 - CAMERA SYSTEM - FRONT	USD	$380.00	
71081	Hardware	AXON FLEET 2 - CAMERA SYSTEM - REAR WITH MOUNT	USD	$380.00	
71083	Hardware	AXON FLEET 2 - CONTOLLER MOUNT - REAR CAMERA	USD	$20.00	
80373	Warranty	AXON FLEET 2 - EXT WARRANTY - BATTERY SYSTEM	USD	$0.64	Yes
80397	Warranty	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	USD	$9.68	Yes
80382	Warranty	AXON FLEET 2 - EXT WARRANTY - FRONT CAMERA SYSTEM	USD	$2.42	Yes
80372	Warranty	AXON FLEET 2 - EXT WARRANTY - JUNCTION BOX	USD	$0.57	Yes
80375	Warranty	AXON FLEET 2 - EXT WARRANTY - REAR CAMERA CONTROLLER	USD	$1.14	Yes
80383	Warranty	AXON FLEET 2 - EXT WARRANTY - REAR CAMERA SYSTEM	USD	$2.42	Yes
80376	Warranty	AXON FLEET 2 - EXT WARRANTY - WIRELESS MIC	USD	$1.35	Yes
71107	Hardware	AXON FLEET 2 - FERRITE CORE	USD	$6.15	
74063	Services	AXON FLEET 2 - INSTALLATION - NEW (PER VEHICLE)	USD	$1,600.00	
73394	Services	AXON FLEET 2 - INSTALLATION - REFRESH (PER VEHICLE)	USD	$600.00	
71101	Services	AXON FLEET 2 - INSTALLATION - UPGRADE (PER VEHICLE)	USD	$1,000.00	
71088	Hardware	AXON FLEET 2 - KIT	USD	$1,560.00	
71102	Hardware	AXON FLEET 2 - LAPEL MICROPHONE LICENSEORY	USD	$12.00	
71103	Hardware	AXON FLEET 2 - MICROPHONE 2.5MM JACK PLUG	USD	$3.00	
100782	Hardware	AXON FLEET 2 - MOUNT - REAR CAMERA	USD	$20.00	
71084	Hardware	AXON FLEET 2- JUNCTION BOX	USD	$80.00	
100698	Hardware	AXON FLEET 3 - 2 CAMERA KIT - HIGH CAPACITY	USD	$3,495.00	
80401	Software	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	USD	$83.98	Yes
100758	Hardware	AXON FLEET 3 - CAMERA MOUNT - FRONT VISOR - FPIU 2020-2024	USD	$25.00	
100774	Hardware	AXON FLEET 3 - CHARGEGUARD - HAVIS	USD	$100.00	
72045	Hardware	AXON FLEET 3 - CHARGING BASE REFRESH	USD	$255.00	
101282	Services	AXON FLEET 3 - DEPLOYMENT - PER OVERSIZED VEHICLE	USD	$3,000.00	
73391	Services	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	USD	$1,700.00	
100696	Services	AXON FLEET 3 - DEPLOYMENT SERVICE - 1 WEEK	USD	$30,000.00	
100970	Services	AXON FLEET 3 - DEPLOYMENT SERVICE - REVISIT	USD	$3,000.00	

101001	Hardware	AXON FLEET 3 - DOOR TRIGGER HW - RUGGED SM-4601-L3Q	USD	$35.00	
72000	Hardware	AXON FLEET 3 - DUAL VIEW CAMERA	USD	$585.00	
100157	Hardware	AXON FLEET 3 - DUAL VIEW CAMERA - SWIVEL ASSEMBLY REPLACEMNT	USD	$40.00	
100764	Hardware	AXON FLEET 3 - DUAL VIEW CAMERA MOUNT - WINDSHIELD BLACK	USD	$20.00	
80495	Warranty	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	USD	$13.31	Yes
80377	Warranty	AXON FLEET 3 - EXT WARRANTY - CHARGING BASE	USD	$1.57	Yes
80386	Warranty	AXON FLEET 3 - EXT WARRANTY - DUAL VIEW CAMERA	USD	$3.56	Yes
100695	Warranty	AXON FLEET 3 - EXT WARRANTY - HIGH CAPACITY 2 CAMERA KIT	USD	$19.21	Yes
101281	Warranty	AXON FLEET 3 - EXT WARRANTY - HOUSED CAMERA	USD	$8.37	Yes
80389	Warranty	AXON FLEET 3 - EXT WARRANTY - HUB	USD	$6.69	Yes
100700	Warranty	AXON FLEET 3 - EXT WARRANTY - HUB HIGH CAPACITY	USD	$11.88	Yes
80385	Warranty	AXON FLEET 3 - EXT WARRANTY - INTERIOR CAMERA	USD	$3.13	Yes
80378	Warranty	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC	USD	$1.57	Yes
80384	Warranty	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	USD	$3.06	Yes
101969	Hardware	AXON FLEET 3 - EXTERIOR CAMERA HOUSING REFRESH KIT	USD	$100.00	
72010	Hardware	AXON FLEET 3 - HUB	USD	$1,285.00	
100699	Hardware	AXON FLEET 3 - HUB - HIGH CAPACITY	USD	$1,950.00	
72012	Hardware	AXON FLEET 3 - HUB AC POWER SUPPLY	USD	$100.00	
72013	Hardware	AXON FLEET 3 - HUB CABLE ASSEMBLY POWER	USD	$100.00	
72039	Hardware	AXON FLEET 3 - HUB CONSOLE MOUNT - HAVIS	USD	$42.00	
100807	Hardware	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	USD	$90.00	
100752	Hardware	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL GE2	USD	$80.00	
100468	Hardware	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL RP1 E3	USD	$75.00	
101503	Hardware	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL RP1 E3 - 25FT	USD	$75.00	
72011	Hardware	AXON FLEET 3 - HUB TRUNK MOUNT	USD	$20.00	
73393	Services	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	USD	$1,700.00	
73392	Services	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	USD	$1,700.00	
72037	Hardware	AXON FLEET 3 - INTERIOR CAMERA	USD	$500.00	
72002	Hardware	AXON FLEET 3 - INTERIOR CAMERA INTERIOR MOUNT	USD	$20.00	
100159	Services	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	USD	$3,000.00	
100469	Hardware	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	USD	$15.00	
72048	Hardware	AXON FLEET 3 - SIM INSERTION - ATT	USD	$15.00	
72049	Hardware	AXON FLEET 3 - SIM INSERTION - TMO	USD	$15.00	
72034	Hardware	AXON FLEET 3 - SIM INSERTION - VZW	USD	$15.00	
100738	Services	AXON FLEET 3 - SIM INSERTION - VZW 4FF	USD	$15.00	
72036	Hardware	AXON FLEET 3 - STANDARD 2 CAMERA KIT	USD	$2,695.00	
72041	Hardware	AXON FLEET 3 - TAP REFRESH - DUAL VIEW CAMERA	USD	$664.00	
72042	Hardware	AXON FLEET 3 - TAP REFRESH - INTERIOR CAMERA	USD	$567.00	
72020	Hardware	AXON FLEET 3 - WIRELESS MIC	USD	$295.00	
72026	Hardware	AXON FLEET 3 - WIRELESS MIC - AC POWER POE INJECTOR	USD	$50.00	
72025	Hardware	AXON FLEET 3 - WIRELESS MIC - LAPEL MIC	USD	$20.00	
72022	Hardware	AXON FLEET 3 - WIRELESS MIC CHARGING BASE	USD	$225.00	
72024	Hardware	AXON FLEET 3 - WIRELESS MIC CHARGING BASE - REMOTE ANTENNA	USD	$75.00	
72035	Hardware	AXON FLEET 3 - WIRELESS MIC KIT	USD	$702.60	
100150	Hardware	AXON FLEET 3 - WIRING KIT REFRESH	USD	$325.00	
100936	Hardware	AXON FLEET 3 - ZOLL AED 3	USD	$2,640.00	
100604	Hardware	AXON FLEET 3 - ZOLL AED 3 - BATTERY PACK	USD	$199.00	
100601	Hardware	AXON FLEET 3 - ZOLL AED 3 - UNI-PADZ (ADULT & KIDS)	USD	$215.00	
100599	Hardware	AXON FLEET 3 - ZOLL AED PLUS	USD	$2,220.00	
100602	Hardware	AXON FLEET 3 - ZOLL AED PLUS - CPR-D-PADZ (ADULT ONLY)	USD	$219.00	
100741	Hardware	AXON FLEET 3 - ZOLL AED PLUS - DURACELL 123 LITH BATT 10 PK	USD	$99.00	
100603	Hardware	AXON FLEET 3 - ZOLL AED PLUS - PEDI-PADZ II (CHILD ONLY)	USD	$129.00	
100957	Hardware	AXON FLEET 3 - ZOLL AED3 STANDARD CARRY CASE	USD	$205.00	
100674	Hardware	AXON FLEET 3 - ZOLL COMPACT TRAUMA KIT	USD	$299.00	
100624	Hardware	AXON FLEET 3 - ZOLL COMPREHENSIVE TRAUMA KIT	USD	$3,300.00	
100631	Software	AXON FLEET 3 - ZOLL PLUSTRAC PMO APP	USD	$11.00	Yes
100937	Hardware	AXON FLEET 3 - ZOLL POWERHEART G5	USD	$2,400.00	
100954	Hardware	AXON FLEET 3 - ZOLL POWERHEART G5 ADULT PADS	USD	$363.00	
100956	Hardware	AXON FLEET 3 - ZOLL POWERHEART G5 BATTERY PACK	USD	$400.00	
100955	Hardware	AXON FLEET 3 - ZOLL POWERHEART G5 PEDIATRIC PADS	USD	$115.00	
100740	Hardware	AXON FLEET 3 - ZOLL RIGID CARRY CASE (AED 3)	USD	$480.00	
100938	Hardware	AXON FLEET 3 - ZOLL THIRD PARTY PROVIDED HARDWARE	USD	$1.00	
74053	Hardware	AXON FLEX - ADAPTER - FLEX 1 TO FLEX 2 DVR MOUNT	USD	$13.60	
11533	Hardware	AXON FLEX 2 - CABLE - 48 IN COILED STRGHT TO RT ANG	USD	$18.30	
74052	Hardware	AXON FLEX 2 - CABLE ASSEMBLY - 2 WEARABLE 6 IN	USD	$14.30	
11529	Hardware	AXON FLEX 2 - CAMERA - OFFLINE	USD	$679.00	
11528	Hardware	AXON FLEX 2 - CAMERA - ONLINE	USD	$470.00	
11561	Hardware	AXON FLEX 2 - C-CLIP ADAPTER	USD	$12.55	
11554	Hardware	AXON FLEX 2 - CLIP OAKLEY	USD	$24.05	
11532	Hardware	AXON FLEX 2 - CONTROLLER	USD	$262.00	
11538	Hardware	AXON FLEX 2 - DOCK - SINGLE BAY	USD	$99.00	
11536	Hardware	AXON FLEX 2 - DOCK - SINGLE BAY PLUS CORE	USD	$413.00	
11539	Hardware	AXON FLEX 2 - DOCK - SIX BAY	USD	$1,249.00	
11537	Hardware	AXON FLEX 2 - DOCK - SIX BAY PLUS CORE	USD	$1,563.00	
80489	Warranty	AXON FLEX 2 - EXT WARRANTY - CAMERA	USD	$19.36	Yes
80393	Warranty	AXON FLEX 2 - EXT WARRANTY - SINGLE BAY AND CORE DOCK	USD	$8.54	Yes
80500	Warranty	AXON FLEX 2 - EXT WARRANTY - SIX BAY AND CORE DOCK	USD	$32.59	Yes
11615	Hardware	AXON FLEX 2 - MOUNT - ARC RAIL	USD	$34.00	
11547	Hardware	AXON FLEX 2 - MOUNT - BALLCAP	USD	$34.00	
11555	Hardware	AXON FLEX 2 - MOUNT - BALLISTIC VEST	USD	$34.00	
11545	Hardware	AXON FLEX 2 - MOUNT - COLLAR	USD	$34.00	
11546	Hardware	AXON FLEX 2 - MOUNT - EPAULETTE	USD	$34.00	
11548	Hardware	AXON FLEX 2 - MOUNT - FLEX 2 UNIVERSAL HELMET	USD	$34.00	
71037	Hardware	AXON FLEX 2 - MOUNT - LOW RIDER HEADBAND	USD	$34.00	
11708	Hardware	AXON FLEX 2 - MOUNT - OAKLEY FLAK 1.0 KIT	USD	$34.00	
11707	Hardware	AXON FLEX 2 - MOUNT - OAKLEY FLAK 2.0	USD	$254.00	
11549	Hardware	AXON FLEX 2 - MOUNT - TACTICAL SWAT KIT WITH ARC RAIL	USD	$68.00	
101458	Software	AXON FUSUS - CONNECT LICENSE - CORE BASIC	USD	$17.79	Yes
101429	Software	AXON FUSUS - CONNECT LICENSE - CORE MOBILE	USD	$272.81	Yes
101459	Software	AXON FUSUS - CONNECT LICENSE - CORE PRO	USD	$106.75	Yes
101408	Hardware	AXON FUSUS - CORE - CAD	USD	$600.00	
101390	Hardware	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	USD	$4,000.00	
101391	Hardware	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	USD	$5,000.00	
101424	Warranty	AXON FUSUS - CORE - EXTENDED WARRANTY	USD	$0.00	Yes
101409	Hardware	AXON FUSUS - CORE - LISTEN	USD	$600.00	
101382	Hardware	AXON FUSUS - CORE - LITE 512GB	USD	$200.00	
101383	Hardware	AXON FUSUS - CORE - LITE 512GB WITH POE	USD	$250.00	
101384	Hardware	AXON FUSUS - CORE - LITE EXT 1TB SDXC	USD	$300.00	
101385	Hardware	AXON FUSUS - CORE - LITE EXT 1TB SDXC POE	USD	$350.00	
101410	Hardware	AXON FUSUS - CORE - MOBILE	USD	$5,000.00	
101386	Hardware	AXON FUSUS - CORE - PRO 2.0 4TB HDD	USD	$600.00	
101388	Hardware	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	USD	$1,000.00	
101389	Hardware	AXON FUSUS - CORE - PRO AI 8TB HDD	USD	$2,000.00	
101701	Hardware	AXON FUSUS - CORE - PRO AI EXTENDED 22TB	USD	$3,000.00	
101870	Software	AXON FUSUS - ENTERPRISE - CCTV STREAMS - AI	USD	$14.84	
101774	Software	AXON FUSUS - ENTERPRISE - CCTV STREAMS - Non AI	USD	$11.86	
101807	Warranty	AXON FUSUS - EXTENDED WARRANTY - CORE ELITE	USD	$40.56	Yes
101805	Warranty	AXON FUSUS - EXTENDED WARRANTY - CORE LITE	USD	$2.49	Yes
101806	Warranty	AXON FUSUS - EXTENDED WARRANTY - CORE PRO	USD	$8.18	Yes
101469	Services	AXON FUSUS - INTEGRATION - AD HOC	USD	$15,000.00	
100203	Services	AXON FUSUS - INTEGRATION - CAD	USD	$5,000.00	
101711	Software	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	USD	$19.93	Yes
73680	Software	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	USD	$27.04	Yes
73447	Software	AXON FUSUS - LICENSE - PLUS USER	USD	$19.93	Yes
100528	Software	AXON FUSUS - LICENSE - PLUS USER - PARTIAL LICENSE	USD	$37.01	Yes
101705	Software	AXON FUSUS - LICENSE - PRO USER	USD	$48.39	Yes
101707	Software	AXON FUSUS - LICENSE - PRO USER - NO AXON BODY	USD	$35.58	Yes
101706	Software	AXON FUSUS - LICENSE - PRO+ USER	USD	$64.05	Yes
101708	Software	AXON FUSUS - LICENSE - PRO+ USER - NO AXON BODY	USD	$51.24	Yes
101719	Software	AXON FUSUS - LICENSE - SECURITY CENTER - CCTV STREAMS	USD	$29.60	Yes
101777	Software	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	USD	$21.35	Yes
101778	Software	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO+	USD	$37.01	Yes
101779	Software	AXON FUSUS - LICENSE - UPGRADE FROM PRO TO PRO+	USD	$15.66	Yes
80227	Software	AXON FUSUS - LICENSE - VIEW ONLY USER	USD	$0.00	Yes
101422	Services	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	USD	$425.00	
101780	Services	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	USD	$50,000.00	
101781	Services	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	USD	$70,000.00	
102121	Services	AXON FUSUS - PSO - SW IMPLEMENTATION - TRIAL	USD	$0.00	
101349	Software	AXON FUSUS - REGISTRY	USD	$1,779.14	Yes
101541	Software	AXON FUSUS - SYNC - UP TO 1080P 15 FPS H.264 3 DAY RET	USD	$142.33	Yes
101542	Software	AXON FUSUS - SYNC - UP TO 720P 15 FPS H.264 3 DAYS RET	USD	$22.90	Yes
101965	Services	AXON FUSUS ONSITE SWS TECHNICAL ACCOUNT MANAGER	USD	$23,720.91	Yes

S00023	Program	AXON FUSUS PLUS TO PRO PLUS UPGRADE BUNDLE	USD	$44.12	Yes	Yes
S00022	Program	AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	USD	$28.47	Yes	Yes
S00020	Program	AXON FUSUS PRO (NO AXON BWC) BUNDLE	USD	$35.58	Yes	Yes
S00017	Program	AXON FUSUS PRO BUNDLE	USD	$48.39	Yes	Yes
S00021	Program	AXON FUSUS PRO PLUS (NO AXON BWC) BUNDLE	USD	$51.24	Yes	Yes
S00018	Program	AXON FUSUS PRO PLUS BUNDLE	USD	$64.05	Yes	Yes
S00024	Program	AXON FUSUS PRO TO PRO PLUS UPGRADE BUNDLE	USD	$12.81	Yes	Yes
50260	Hardware	AXON INTERVIEW - AUDIO EXT CABLE - 3.5MM M/F STEREO 50 FT	USD	$10.00		
50251	Hardware	AXON INTERVIEW - AXIS F0125 SENSOR UNIT 12 METER CABLE	USD	$325.00		
50254	Hardware	AXON INTERVIEW - AXIS F1005-E SENSOR UNIT 12 METER CABLE	USD	$325.00		
50216	Hardware	AXON INTERVIEW - AXIS NETWORK AUDIO BRIDGE - AUDIO EXTENDER	USD	$360.00		
100055	Hardware	AXON INTERVIEW - AXIS P3935-LR	USD	$492.35		
100244	Hardware	AXON INTERVIEW - AXIS T91E61 WALL MOUNT	USD	$40.00		
100243	Hardware	AXON INTERVIEW - AXIS T94K01D NETWORK CAMERA PENDANT KIT	USD	$40.00		
100402	Hardware	AXON INTERVIEW - AXIS TP3101 PENDANT WALL MOUNT	USD	$64.75		
50218	Hardware	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	USD	$700.00		
50114	Hardware	AXON INTERVIEW - CAMERA - COVERT SENSOR	USD	$356.00		
50298	Hardware	AXON INTERVIEW - CAMERA - OVERT DOME	USD	$985.00		
50293	Hardware	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	USD	$1,338.00		
50116	Hardware	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	USD	$542.00		
50039	Software	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	USD	$37.01		Yes
50037	Software	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	USD	$1,500.00		
74116	Hardware	AXON INTERVIEW - COVERT ENCLOSURE	USD	$110.00		
101648	Warranty	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	USD	$464.00		
100536	Hardware	AXON INTERVIEW - HDMI ENCODER	USD	$1,700.00		
100119	Hardware	AXON INTERVIEW - HP ENGAGE ONE PRO I3	USD	$3,370.50		
50431	Services	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	USD	$500.00		
50430	Services	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	USD	$1,000.00		
50432	Services	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	USD	$500.00		
50030	Services	AXON INTERVIEW - INSTALLATION - MOBILE KIT REMOTE	USD	$1,750.00		
85170	Services	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	USD	$5,000.00		
50267	Hardware	AXON INTERVIEW - IO MODULE	USD	$788.00		
50258	Hardware	AXON INTERVIEW - IO MODULE CABINET	USD	$445.00		
50433	Hardware	AXON INTERVIEW - IO PUSH BUTTON	USD	$78.00		
50265	Hardware	AXON INTERVIEW - IO RED LED	USD	$35.00		
50118	Hardware	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	USD	$209.00		
100120	Hardware	AXON INTERVIEW - MICROPHONE - IF-PX MODULE	USD	$410.67		
100121	Hardware	AXON INTERVIEW - MICROPHONE - LE VERIFACT D-V OMNI-DIR	USD	$133.75		
100693	Hardware	AXON INTERVIEW - MOBILE KIT V2	USD	$12,000.00		
50263	Hardware	AXON INTERVIEW - PANEL MOUNT LED - 24VDC WHITE	USD	$36.50		
50221	Hardware	AXON INTERVIEW - POE SWITCH - 24 PORT	USD	$1,518.00		
50220	Hardware	AXON INTERVIEW - POE SWITCH - 8 PORT	USD	$653.00		
100682	Services	AXON INTERVIEW - PSO - SITE VISIT	USD	$3,000.00		
100739	Services	AXON INTERVIEW - PSO - TRAINING	USD	$3,000.00		
50294	Hardware	AXON INTERVIEW - SERVER - LITE	USD	$2,934.00		
50295	Hardware	AXON INTERVIEW - SERVER - PRO	USD	$5,413.00		
50041	Software	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	USD	$1,750.00		
50043	Software	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	USD	$43.27		Yes
50222	Hardware	AXON INTERVIEW - SWITCH - CISCO 24 PORT	USD	$5,900.00		
50322	Hardware	AXON INTERVIEW - TOUCH PANEL PRO	USD	$2,532.00		
74056	Hardware	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	USD	$64.00		
100678	Hardware	AXON INVESTIGATE - DONGLE - PRO USB	USD	$0.00		
100749	Software	AXON INVESTIGATE - PRO DONGLE LICENSE	USD	$370.06		Yes
11642	Services	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	USD	$14.23		Yes
100335	Services	AXON INVESTIGATE - TRAINING - IN PERSON WORKFLOW - OP & EXAM	USD	$1,350.00		
100338	Services	AXON INVESTIGATE - TRAINING - METROLOGY	USD	$995.00		
101184	Services	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	USD	$399.00		
101596	Services	AXON INVESTIGATE - TRAINING OPERATOR/EXAMINER RECERTIFY	USD	$245.00		
100789	Software	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	USD	$1.42		Yes
101784	Services	AXON JUSTICE - BASIC INTEGRATION	USD	$25,000.00		
101192	Services	AXON JUSTICE - LEGACY MIGRATION	USD	$50,000.00		
101785	Services	AXON JUSTICE - PREMIUM INTEGRATION	USD	$75,000.00		
100490	Services	AXON JUSTICE - PSO - FAST PASS	USD	$5,000.00		
100578	Services	AXON JUSTICE - PSO - IMPLEMENTATION	USD	$200.00		
101346	Services	AXON JUSTICE - PSO - NON-AXON AGENCY INGESTION	USD	$500.00		
101347	Services	AXON JUSTICE - PSO - ONSITE SUPPORT	USD	$20,000.00		
101345	Services	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	USD	$30,000.00		
100491	Services	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	USD	$15,000.00		
100493	Services	AXON JUSTICE - PSO - VIRTUAL SERVICE	USD	$1,000.00		
102131	Hardware	AXON LIGHTPOST - 3P CAMERA	USD	$1,429.00		
102164	Hardware	AXON LIGHTPOST - 3P CAMERA MOUNTING HARDWARE	USD	$40.00		
102152	Services	AXON LIGHTPOST - 5YR MAINTENANCE, MONITORING, WTY SERVICE	USD	$500.00		
102151	Warranty	AXON LIGHTPOST - 5YR WARRANTY 3P CAMERA	USD	$4.99		Yes
102133	Hardware	AXON LIGHTPOST - ADVANCED 3P CAMERA	USD	$2,333.00		
102155	Hardware	AXON LIGHTPOST - ADVANCED TAP REFRESH 3P CAMERA	USD	$2,838.00		
102153	Services	AXON LIGHTPOST - INSTALL SERVICE	USD	$900.00		
102156	Services	AXON LIGHTPOST - LTE SERVICE	USD	$83.00		Yes
102162	Hardware	AXON LIGHTPOST - TAP REFRESH - UBIHUB	USD	$7,908.00		
102154	Hardware	AXON LIGHTPOST - TAP REFRESH 3P CAMERA	USD	$1,739.00		
80290	Software	AXON LOCAL - BASIC LICENSE TERM ACCESS	USD	$22.20		Yes
50211	Software	AXON LOCAL - CAMERA LICENSE SMA PERPETUAL	USD	$11.10		Yes
80279	Software	AXON LOCAL - PERPETUAL CAMERA LICENSE	USD	$360.00		
50091	Software	AXON LOCAL - PRO LICENSE PERPETUAL	USD	$1,100.00		
80275	Software	AXON LOCAL - PRO LICENSE SMA	USD	$34.02		Yes
80277	Software	AXON LOCAL - PRO LICENSE TERM	USD	$57.79		Yes
50092	Software	AXON LOCAL - PRO SUPPORT AND MAINTENANCE	USD	$34.02		Yes
80294	Software	AXON LOCAL - SERVER PERPETUAL LICENSE	USD	$2,500.00		
80296	Software	AXON LOCAL - SERVER SMA	USD	$78.50		Yes
80298	Software	AXON LOCAL - SERVER TERM LICENSE	USD	$62.20		Yes
50266	Services	AXON LOCAL - SOFTWARE INSTALLATION AND TRAINING	USD	$3,000.00		
50249	Software	AXON LOCAL - SSL CERTIFICATE	USD	$1.25		Yes
50290	Software	AXON LOCAL - TASER 7 PERPETUAL LICENSE	USD	$360.00		
80285	Software	AXON LOCAL - TASER 7 PERPETUAL LICENSE SMA	USD	$11.10		Yes
80283	Software	AXON LOCAL - TASER 7 TERM LICENSE	USD	$7.40		Yes
100590	Software	AXON MY90 - LICENSE	USD	$14.23		Yes
100105	Services	AXON MY90 - PSO - SETUP	USD	$3,000.00		
102149	Services	AXON OUTPOST - AC POWER CUSTOM SOW	USD	$1.00		
102147	Services	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	USD	$2,500.00		
102032	Hardware	AXON OUTPOST - CAMERA	USD	$1,099.00		
102165	Hardware	AXON OUTPOST - CAMERA MOUNT	USD	$40.00		
102150	Services	AXON OUTPOST - COMPLEX LOCATION INSTALLATION SERVICE	USD	$1.00		
102148	Services	AXON OUTPOST - DOT POLE INSTALLATION SERVICE	USD	$5,000.00		
102146	Services	AXON OUTPOST - EXISTING INFRASTRUCTURE INSTALLATION SERVICE	USD	$535.00		
102135	Warranty	AXON OUTPOST - EXT WARRANTY - CAMERA	USD	$11.39		Yes
102161	Hardware	AXON OUTPOST - EXT WARRANTY - EXTERNAL BATTERY	USD	$1.42		Yes
102126	Hardware	AXON OUTPOST - EXTERNAL BATTERY	USD	$250.00		
102130	Hardware	AXON OUTPOST - ILLUMINATED OUTPOST AWARENESS SIGN	USD	$109.00		
102139	Services	AXON OUTPOST - LTE SERVICE	USD	$118.13		Yes
102137	Services	AXON OUTPOST - MAINTENANCE	USD	$28.47		Yes
102129	Hardware	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	USD	$69.00		
102128	Hardware	AXON OUTPOST - POLE	USD	$750.00		
102127	Hardware	AXON OUTPOST - SOLAR PANEL	USD	$250.00		
102136	Services	AXON OUTPOST - STANDARD INSTALLATION	USD	$875.00		
102185	Hardware	AXON OUTPOST - TAP REFRESH FOUR - BATTERY	USD	$370.00		
102134	Hardware	AXON OUTPOST - TAP REFRESH ONE - BATTERY	USD	$275.00		
102144	Hardware	AXON OUTPOST - TAP REFRESH ONE - CAMERA	USD	$1,641.00		
102184	Hardware	AXON OUTPOST - TAP REFRESH THREE - BATTERY	USD	$335.00		
102160	Hardware	AXON OUTPOST - TAP REFRESH TWO - BATTERY	USD	$305.00		
102145	Hardware	AXON OUTPOST - TAP REFRESH TWO - CAMERA	USD	$1,997.00		
102143	Services	AXON OUTPOST - UPGRADE INSTALLATION	USD	$200.00		
73739	Software	AXON PERFORMANCE - LICENSE	USD	$14.23		Yes
73681	Software	AXON RECORDS	USD	$55.51		Yes
101866	Software	AXON RECORDS - BRIEF ONE - AI-ASSISTED REPORT WRITING	USD	$71.17		Yes
101283	Software	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	USD	$92.52		Yes
101176	Services	AXON RECORDS - E-NOTES DEPLOYMENT	USD	$30,000.00		
100801	Software	AXON RECORDS - OSP LICENSE	USD	$55.51		Yes
85157	Services	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	USD	$300.00		
101421	Services	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	USD	$22,000.00		
101674	Hardware	AXON RESPOND - FUSUS VIDEO ANALOG TO IP ENCODER	USD	$1,300.00		
101889	Hardware	AXON SIGNAL - BATTERY - CR2032	USD	$5.00		
71044	Hardware	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	USD	$1.00		
70117	Hardware	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	USD	$25.00		

75020	Hardware	AXON SIGNAL - CROUZET BM1R16MV1 - SIGNAL SIR	USD	$65.00		
101686	Warranty	AXON SIGNAL - EXT WARRANTY - SIGNAL SIDEARM	USD	$2.85		Yes
80379	Warranty	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	USD	$1.78		Yes
100610	Services	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	USD	$1,500.00		
75014	Services	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	USD	$3,000.00		
101649	Hardware	AXON SIGNAL - SIDEARM - SENSOR BODY MOUNTING SCREWS	USD	$2.50		
100771	Hardware	AXON SIGNAL - SIDEARM BRACKET - 0933	USD	$4.99		
100770	Hardware	AXON SIGNAL - SIDEARM BRACKET - 1001	USD	$4.99		
100567	Hardware	AXON SIGNAL - SIDEARM BRACKET - 1047	USD	$4.99		
100609	Hardware	AXON SIGNAL - SIDEARM BRACKET - 1053	USD	$4.99		
100566	Hardware	AXON SIGNAL - SIDEARM BRACKET - 1143	USD	$2.49		
100608	Hardware	AXON SIGNAL - SIDEARM BRACKET - 1215	USD	$2.50		
101647	Hardware	AXON SIGNAL - SIDEARM BRACKET - 1576 LH	USD	$4.99		
101646	Hardware	AXON SIGNAL - SIDEARM BRACKET - 1576 RH	USD	$4.99		
71029	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK A	USD	$1.25		
100867	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK A - SAFARILAND OEM	USD	$1.50		
100868	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK B - SAFARILAND OEM	USD	$1.50		
100869	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK C - SAFARILAND OEM	USD	$1.50		
100870	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK D - SAFARILAND OEM	USD	$1.50		
100871	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK E - SAFARILAND OEM	USD	$1.50		
100872	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK F - SAFARILAND OEM	USD	$1.50		
100873	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	USD	$1.50		
100874	Hardware	AXON SIGNAL - SIDEARM HARDWARE PACK J - SAFARILAND OEM	USD	$1.50		
100769	Hardware	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	USD	$2.99		
100681	Hardware	AXON SIGNAL - SIDEARM SENSOR ONLY	USD	$269.00		
101687	Hardware	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SIDEARM	USD	$386.00		
101688	Hardware	AXON SIGNAL - TAP REFRESH 2 - SIGNAL SIDEARM	USD	$999.00		
70112	Hardware	AXON SIGNAL - VEHICLE	USD	$279.00		
101435	Hardware	AXON SKY-HERO - GROUND CONTROL SYSTEM STARTER KIT - S+L	USD	$5,795.00		
101617	Services	AXON SKY-HERO - INSTRUCTOR COURSE	USD	$2,395.00		
101881	Hardware	AXON SKY-HERO - SYNC BOX	USD	$1,700.00		
100987	Hardware	AXON SKY-HERO - TYPHON PAYLOAD SET	USD	$2,500.00		
101920	Warranty	AXON SKY-HERO - WARRANTY GCS 5YR	USD	$1,261.00		
A00010	Hardware	AXON SKY-HERO BASIC ROBOTICS - HW ONLY	USD	BUNDLE PRICING	Yes	Yes
A00012	Hardware	AXON SKY-HERO COMPLETE - HW ONLY	USD	BUNDLE PRICING	Yes	Yes
100890	Hardware	AXON SKY-HERO FIRMWARE UPDATE KIT	USD	$50.00		
100898	Hardware	AXON SKY-HERO GCS / TACTICAL SCREEN CHARGER	USD	$50.00		
101275	Hardware	AXON SKY-HERO GROUND CONTROL SYSTEM DEVICE	USD	$5,695.00		
100884	Hardware	AXON SKY-HERO GROUND CONTROL SYSTEM STARTER KIT	USD	$5,795.00		
100887	Hardware	AXON SKY-HERO LED PAYLOAD	USD	$1,850.00		
100899	Hardware	AXON SKY-HERO LIPO CHARGER HUB FOR LOKI 2	USD	$90.00		
100986	Hardware	AXON SKY-HERO LOKI 2 DRONE	USD	$2,250.00		
100881	Hardware	AXON SKY-HERO LOKI 2 DRONE STARTER KIT	USD	$2,810.00		
100891	Hardware	AXON SKY-HERO LOKI 2 INSERT DUCT SET (4 PCS)	USD	$50.00		
101273	Hardware	AXON SKY-HERO LOKI 2 LIPO BATTERY CHARGING HUB	USD	$50.00		
100895	Hardware	AXON SKY-HERO LOKI 2 LIPO DUAL HUB FAST CHARGER	USD	$225.00		
100893	Hardware	AXON SKY-HERO LOKI 2 MOTOR SET (4 PCS)	USD	$150.00		
100880	Hardware	AXON SKY-HERO LOKI 2 PAYLOAD ATTACHMENT SYSTEM	USD	$250.00		
100892	Hardware	AXON SKY-HERO LOKI 2 PROPELLER SET (4 PCS)	USD	$20.00		
100894	Hardware	AXON SKY-HERO LOKI 2 SPARE PARTS KIT	USD	$175.00		
101278	Hardware	AXON SKY-HERO LOKI 2 TRIGGER DRONE DEVICE	USD	$2,500.00		
101279	Software	AXON SKY-HERO LOKI 2 TRIGGER DRONE SOFTWARE L	USD	$0.00		
101271	Hardware	AXON SKY-HERO LOKI 2 TRIGGER DRONE STARTER KIT	USD	$5,365.00		
100886	Hardware	AXON SKY-HERO NARFI POLE CAMERA	USD	$2,350.00		
100883	Hardware	AXON SKY-HERO NARFI POLE CAMERA STARTER KIT	USD	$2,850.00		
100902	Hardware	AXON SKY-HERO P7 GCS HOLDER	USD	$150.00		
100904	Hardware	AXON SKY-HERO P7 LIPO BATTERY POUCH	USD	$75.00		
100906	Hardware	AXON SKY-HERO P7 LOKI 2 POUCH	USD	$75.00		
101270	Hardware	AXON SKY-HERO P7 NARFI POUCH	USD	$150.00		
100901	Hardware	AXON SKY-HERO P7 SIGYN LEG SHROUD 100902	USD	$200.00		
100905	Hardware	AXON SKY-HERO P7 SIGYN POUCH	USD	$75.00		
100907	Hardware	AXON SKY-HERO P7 TACITCAL BAG KIT	USD	$1,075.00		
101272	Hardware	AXON SKY-HERO P7 TACTICAL BAG	USD	$500.00		
100903	Hardware	AXON SKY-HERO P7 UTILITY POUCH	USD	$75.00		
A00014	Hardware	AXON SKY-HERO PREMIUM ROBOTICS - HW ONLY	USD	BUNDLE PRICING	Yes	Yes
100885	Hardware	AXON SKY-HERO SIGYN GROUND ROBOT	USD	$8,245.00		
100882	Hardware	AXON SKY-HERO SIGYN GROUND ROBOT STARTER KIT	USD	$8,395.00		
100910	Hardware	AXON SKY-HERO SIGYN PAYLOAD ATTACHMENT SYSTEM	USD	$250.00		
101268	Hardware	AXON SKY-HERO SIGYN REPLACEMENT FRONT WHITE LED	USD	$250.00		
100889	Hardware	AXON SKY-HERO SIGYN SPARE PARTS KIT	USD	$250.00		
100897	Hardware	AXON SKY-HERO SIGYN/NARFI LION BATTERY	USD	$20.00		
100896	Hardware	AXON SKY-HERO SIGYN/NARFI LION CHARGER	USD	$70.00		
101277	Hardware	AXON SKY-HERO TACTICAL SCREEN	USD	$650.00		
100909	Hardware	AXON SKY-HERO TACTICAL SCREEN STARTER KIT	USD	$700.00		
101892	Hardware	AXON SKY-HERO TAP REFRESH GCS	USD	$8,693.00		
101899	Hardware	AXON SKY-HERO TAP REFRESH POLE	USD	$4,275.00		
101915	Hardware	AXON SKY-HERO TAP REFRESH TASER UAV 5 YR	USD	$32,897.00		
101895	Hardware	AXON SKY-HERO TAP REFRESH UAV	USD	$4,215.00		
101903	Hardware	AXON SKY-HERO TAP REFRESH UGV	USD	$12,593.00		
101269	Hardware	AXON SKY-HERO TRIGGER REMOTE KIT	USD	$2,275.00		
101276	Hardware	AXON SKY-HERO TYPHON DISTRACTION CARTRIDGE SET	USD	$1,200.00		
101274	Hardware	AXON SKY-HERO VERTICAL CAMERA PAYLOAD	USD	$800.00		
101921	Warranty	AXON SKY-HERO WARRANTY GCS	USD	$1,990.00		
101919	Warranty	AXON SKY-HERO WARRANTY POLE	USD	$925.00		
101917	Warranty	AXON SKY-HERO WARRANTY UAV	USD	$1,293.00		
101918	Warranty	AXON SKY-HERO WARRANTY UGV	USD	$1,551.00		
73896	Services	AXON STANDARDS - IMPLEMENTATION SERVICE	USD	$30,000.00		
73638	Software	AXON STANDARDS - LICENSE	USD	$14.23		Yes
85149	Services	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	USD	$6,786.00		
101854	Hardware	AXON TASER - ACCESSORY CASE - PLANO PROTECTOR SERIES XL	USD	$43.19		
85000	Hardware	AXON TASER - ALLIGATOR CLIP - ASSEMBLED STANDARD CARTRIDGE	USD	$69.40		
20019	Hardware	AXON TASER - BATTERY PACK - COMPACT	USD	$113.75		
20027	Hardware	AXON TASER - BATTERY PACK - DISCONNECT	USD	$152.25		
20018	Hardware	AXON TASER - BATTERY PACK - TACTICAL	USD	$113.75		
100114	Hardware	AXON TASER - BELT LOOP - SAFARILAND 3 IN	USD	$18.25		
33212	Hardware	AXON TASER - BELTCLIP - UNIVERSAL TEK-LOK	USD	$12.65		
33112	Hardware	AXON TASER - CARTRIDGE - SMART INERT W/ALLIGATOR CLIP	USD	$49.92		
20004	Hardware	AXON TASER - CARTRIDGE - SOFT CONTACT LIVE SIM TRNG SMART	USD	$49.92		
20242	Hardware	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	USD	$5,158.44		
100591	Hardware	AXON TASER - CLEANING KIT	USD	$45.00		
100743	Hardware	AXON TASER - CLEANING KIT WITHOUT ALCOHOL	USD	$35.00		
101180	Software	AXON TASER - DATA SCIENCE PROGRAM	USD	$1.42		Yes
100118	Hardware	AXON TASER - DISCONNECT BATTERY COILED BELT LOOP ATTCHMNT	USD	$12.00		
20033	Hardware	AXON TASER - DISCONNECT BATTERY WRIST STRAP AND KEY RING	USD	$11.45		
74201	Hardware	AXON TASER - DOCK - SINGLE BAY PLUS CORE	USD	$671.75		
74200	Hardware	AXON TASER - DOCK - SIX BAY PLUS CORE	USD	$1,748.50		
44550	Hardware	AXON TASER - ENHANCED SIM SUIT - MODEL II	USD	$939.50		
20248	Software	AXON TASER - EVIDENCE.COM LICENSE	USD	$7.64		Yes
80374	Warranty	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	USD	$0.71		Yes
80396	Warranty	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	USD	$10.96		Yes
80388	Warranty	AXON TASER - EXT WARRANTY - TASER CAM TCHD	USD	$5.34		Yes
101348	Services	AXON TASER - FEES - EXPERT EXPENSES	USD	$1.00		
100108	Services	AXON TASER - FEES - EXPERT IDLE	USD	$103.00		
100109	Services	AXON TASER - FEES - EXPERT TRAVEL	USD	$1.00		
100110	Services	AXON TASER - FEES - EXPERT WORK	USD	$257.50		
100132	Services	AXON TASER - FORENSICS - DATA ANALYSIS	USD	$1,030.00		
100189	Services	AXON TASER - FORENSICS - EXPEDITE	USD	$1,115.50		
100133	Services	AXON TASER - FORENSICS - FULL ANALYSIS	USD	$2,060.00		
100131	Services	AXON TASER - FORENSICS - PROBE ANALYSIS	USD	$515.00		
20157	Hardware	AXON TASER - HARD CASE - 15.2X12X4.5 EGG CRATE FOAM	USD	$50.00		
100735	Hardware	AXON TASER - HOLSTER - BLACKHAWK S.T.R.I.K.E. PLATFORM AMB	USD	$19.20		
100403	Hardware	AXON TASER - HOLSTER - SAFARILAND QLS KIT QLS19 & QLS22	USD	$38.90		
20187	Hardware	AXON TASER - HOLSTER ATCH - BLADE-TECH TMMS OUT LG MOLLE-LOK	USD	$39.20		
20186	Hardware	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	USD	$26.75		
100810	Hardware	AXON TASER - HOOD GUARD - SAFARILAND SLS LH	USD	$10.70		
100808	Hardware	AXON TASER - HOOD GUARD - SAFARILAND SLS RH	USD	$10.70		
20056	Hardware	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT KIT SHIELD	USD	$45.65		
20133	Services	AXON TASER - IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL	USD	$0.00		
44729	Services	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	USD	$895.00		
80100	Services	AXON TASER - LASER ENGRAVING	USD	$6.50		
75010	Services	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	USD	$2,395.00		
100167	Services	AXON TASER - MASTER INSTRUCTOR SCHOOL - AGENCY SPECIFIC	USD	$30,000.00		

101193	Services	AXON TASER - ON DEMAND CERTIFICATION	USD	$2.85	Yes
85150	Services	AXON TASER - PSO - CEW ADD-ON	USD	$4,000.00	
85147	Services	AXON TASER - PSO - STARTER	USD	$14,000.00	
26764	Hardware	AXON TASER - REPLACEMENT BATTERY KIT - TASER CAM HD	USD	$78.50	
20293	Hardware	AXON TASER - SAFARILAND BELT CLIP	USD	$39.95	
100471	Hardware	AXON TASER - SAFARILAND QLS RECEIVER PLATE	USD	$23.85	
100470	Hardware	AXON TASER - SAFARILAND QLS19 FORK	USD	$18.45	
100559	Hardware	AXON TASER - SAFARILAND QUICK REL SINGLE STRAP THIGH RIG	USD	$102.55	
20292	Hardware	AXON TASER - SAFARILAND THIGH RIG MOUNT	USD	$91.40	
70976	Hardware	AXON TASER - SAFETY GLASSES	USD	$6.30	
101419	Services	AXON TASER - SERVICE - DATA SCIENCE SETUP	USD	$0.00	
44416	Hardware	AXON TASER - SIM SUIT - GLOVES BLACK (SET)	USD	$83.35	
44415	Hardware	AXON TASER - SIM SUIT - HELMET BLACK	USD	$147.40	
74208	Hardware	AXON TASER - SINGLE BAY BATTERY DATAPORT - NORTH AMERICA	USD	$398.05	
74209	Hardware	AXON TASER - SIX BAY BATTERY DATAPORT	USD	$1,368.50	
100703	Hardware	AXON TASER - TAP REFRESH - BATTERY PACK	USD	$129.50	
100702	Hardware	AXON TASER - TAP REFRESH - HANDLE	USD	$2,609.00	
80004	Hardware	AXON TASER - TARGET - CONDUCTIVE 2 PART TOP AND BOTTOM	USD	$44.25	
80089	Hardware	AXON TASER - TARGET - CONDUCTIVE HALT HYBRID	USD	$171.10	
80087	Hardware	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	USD	$240.25	
80002	Hardware	AXON TASER - TARGET - PAPER CONDUCTIVE INK CIVILIAN	USD	$11.55	
80090	Hardware	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	USD	$120.00	
20064	Hardware	AXON TASER - TASER 7 SAFETY CLIP	USD	$9.50	
26820	Hardware	AXON TASER - TASER CAM - AS TCHD	USD	$688.00	
100144	Hardware	AXON TASER - TASER CAM HD - USB RUBBER PLUG	USD	$1.25	
100804	Services	AXON TASER - TECHNICAL SOLUTIONS COURSE - INTERNATIONAL	USD	$320.00	
100217	Hardware	AXON TASER - TORQUEFIX & TORQUEVAR BLADE - WIHA 28562	USD	$10.85	
100218	Hardware	AXON TASER - TORQUEVARIO-S TORQUE SCRWDRVR 15-80 IN OZ	USD	$140.80	
26762	Hardware	AXON TASER - USB DOWNLOAD KIT - TASER CAM HD	USD	$20.70	
22013	Hardware	AXON TASER - X2/X26P - DATAPORT DOWNLOAD KIT USB	USD	$282.00	
22011	Hardware	AXON TASER - X2/X26P BATTERY PACK - APPM AUTOMATIC SHUT DOWN	USD	$104.80	
22010	Hardware	AXON TASER - X2/X26P BATTERY PACK - PPM STANDARD	USD	$87.20	
70116	Hardware	AXON TASER - X2/X26P BATTERY PACK - SPPM SIGNAL CONNECTED	USD	$121.80	
22012	Hardware	AXON TASER - X2/X26P BATTERY PACK - TPPM TACTICAL PINKY EXT	USD	$87.20	
22188	Hardware	AXON TASER - X26/X26P CARTRIDGE - 15 FT STANDARD NS	USD	$44.60	
44205	Hardware	AXON TASER - X26/X26P CARTRIDGE - 21 FT NON-CONDUCTIVE TRNG	USD	$44.60	
22189	Hardware	AXON TASER - X26/X26P CARTRIDGE - 21 FT STANDARD NS	USD	$44.60	
22190	Hardware	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	USD	$44.60	
101208	Services	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	USD	$2,700.00	
100400	Hardware	AXON TASER 10 - CARTRIDGE - HALT	USD	$24.00	
100401	Hardware	AXON TASER 10 - CARTRIDGE - INERT	USD	$1.00	
100399	Hardware	AXON TASER 10 - CARTRIDGE - LIVE	USD	$24.00	
102198	Services	AXON TASER 10 - EXECUTIVE PROTECTION	USD	$0.00	
101695	Warranty	AXON TASER 10 - EXT WARRANTY - DEDICATED TRAINING HANDLE	USD	$47.97	Yes
100704	Warranty	AXON TASER 10 - EXT WARRANTY - HANDLE	USD	$11.81	Yes
101696	Warranty	AXON TASER 10 - EXT WARRANTY - POOLED HANDLE	USD	$23.06	Yes
100392	Hardware	AXON TASER 10 - HANDLE - INERT RED CLASS 2	USD	$2,000.00	
100391	Hardware	AXON TASER 10 - HANDLE - YELLOW CLASS 2	USD	$2,350.00	
100390	Hardware	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	USD	$2,350.00	
100617	Hardware	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	USD	$86.00	
100616	Hardware	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	USD	$86.00	
100615	Hardware	AXON TASER 10 - HOLSTER - BLADE-TECH LH	USD	$86.00	
100614	Hardware	AXON TASER 10 - HOLSTER - BLADE-TECH RH	USD	$86.00	
100621	Hardware	AXON TASER 10 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	$86.00	
100394	Hardware	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	USD	$165.00	
100396	Hardware	AXON TASER 10 - MAGAZINE - INERT RED	USD	$165.00	
100393	Hardware	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	USD	$165.00	
101755	Hardware	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	USD	$165.00	
100395	Hardware	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	USD	$165.00	
101757	Hardware	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	USD	$165.00	
100751	Services	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	$9.04	Yes
101456	Hardware	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	USD	$20.00	
101455	Hardware	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	USD	$280.00	
100613	Hardware	AXON TASER 10 - SAFARILAND HOLSTER - LH	USD	$86.00	
100611	Hardware	AXON TASER 10 - SAFARILAND HOLSTER - RH	USD	$86.00	
20020	Hardware	AXON TASER 7 - BATTERY PACK - NON-RECHARGEABLE	USD	$80.00	
22178	Hardware	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	USD	$45.00	
22177	Hardware	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	USD	$45.00	
22181	Hardware	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	USD	$55.00	
22179	Hardware	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	USD	$55.00	
22176	Hardware	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	USD	$45.00	
22175	Hardware	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	USD	$45.00	
101489	Hardware	AXON TASER 7 - CARTRIDGE - PLACEHOLDER	USD	$98.25	
20058	Hardware	AXON TASER 7 - CARTRIDGE CARRIER - S.O. TECH POUCH SOFT	USD	$15.00	
20059	Hardware	AXON TASER 7 - CARTRIDGE CARRIER - SAFARILAND	USD	$25.70	
20152	Hardware	AXON TASER 7 - CHALLENGE COIN	USD	$8.50	
80387	Warranty	AXON TASER 7 - EXT WARRANTY - DOCK SINGLE BAY	USD	$4.48	Yes
80395	Warranty	AXON TASER 7 - EXT WARRANTY - HANDLE	USD	$11.03	Yes
80381	Warranty	AXON TASER 7 - EXT WARRANTY - SINGLE BAY DATAPORT	USD	$2.65	Yes
80390	Warranty	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	USD	$8.18	Yes
20009	Hardware	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 2	USD	$2,170.00	
20008	Hardware	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	USD	$2,170.00	
20067	Hardware	AXON TASER 7 - HOLSTER - BLACKHAWK LH	USD	$98.25	
20062	Hardware	AXON TASER 7 - HOLSTER - BLACKHAWK RH	USD	$98.25	
20066	Hardware	AXON TASER 7 - HOLSTER - BLADE-TECH LH	USD	$98.25	
20061	Hardware	AXON TASER 7 - HOLSTER - BLADE-TECH RH	USD	$98.25	
20060	Hardware	AXON TASER 7 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	$98.25	
100116	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP LH	USD	$98.25	
100115	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP RH	USD	$98.25	
20165	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE LH+CART CARR	USD	$98.25	
20164	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE RH+CART CARR	USD	$98.25	
20163	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS LH+CART CARR	USD	$93.25	
20162	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS RH+CART CARR	USD	$93.25	
100104	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR LH	USD	$184.25	
100103	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR RH	USD	$184.25	
20068	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND LH	USD	$83.00	
20161	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND LH+CART CARRIER	USD	$98.25	
20063	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND RH	USD	$84.25	
20160	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	USD	$98.25	
100329	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 LH	USD	$134.00	
100328	Hardware	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 RH	USD	$134.00	
20247	Services	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	USD	$0.00	Yes
20246	Services	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	$4.27	Yes
100202	Hardware	AXON TASER 7 - SAFETY REPAIR KIT	USD	$0.00	
74204	Hardware	AXON TASER 7 - SINGLE BAY BATTERY DATAPORT - INERNATIONAL	USD	$398.05	
20104	Hardware	AXON TASER 7 - TRADE-IN UPFRONT PURCHASE	USD	$0.00	
100128	Hardware	AXON TASER 7 - TRAINING HANDLE - INERT CLASS 2 LASER	USD	$650.00	
20029	Hardware	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP CQ (12 DEG)	USD	$67.30	
20028	Hardware	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP SO (3.5 DEGREE)	USD	$67.30	
22184	Hardware	AXON TASER X2 - CARTRIDGE - 15 FT SMART NS	USD	$49.92	
22157	Hardware	AXON TASER X2 - CARTRIDGE - 25 FT NON-CONDUCTIVE TRNG SMART	USD	$49.92	
22185	Hardware	AXON TASER X2 - CARTRIDGE - 25 FT SMART NS	USD	$49.92	
22155	Hardware	AXON TASER X2 - CARTRIDGE - INERT SIMULATION	USD	$65.65	
101896	Hardware	AXON TASER X2 - DUAL CARTRIDGE CARRIER - RADAR 1957	USD	$10.00	
22023	Hardware	AXON TASER X2 - HANDLE - BLUE DEMO LASER POINTER	USD	$261.50	
22001	Hardware	AXON TASER X2 - HANDLE - YELLOW CLASS 2	USD	$1,730.00	
74037	Hardware	AXON TASER X2 - HARD CASE AND FOAM	USD	$99.00	
22504	Hardware	AXON TASER X2 - HOLSTER - BLACKHAWK LH	USD	$112.81	
22501	Hardware	AXON TASER X2 - HOLSTER - BLACKHAWK RH	USD	$112.81	
22503	Hardware	AXON TASER X2 - HOLSTER - BLADE-TECH LH	USD	$109.71	
22500	Hardware	AXON TASER X2 - HOLSTER - BLADE-TECH RH	USD	$109.71	
22508	Hardware	AXON TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN LH	USD	$138.05	
22507	Hardware	AXON TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN RH	USD	$138.05	
80501	Services	AXON TASER X2 - ONLINE TRAINING CONTENT LICENSE	USD	$0.00	Yes
22037	Hardware	AXON TASER X2 - REFLECTIVE SIDE LABEL	USD	$14.75	
20555	Program	AXON TASER X26 - UNLMITED DUTY CARTRIDGES	USD	$12.45	Yes
11015	Hardware	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	USD	$103.50	
80398	Warranty	AXON TASER X26P - EXT WARRANTY - HANDLE	USD	$12.88	Yes
11002	Hardware	AXON TASER X26P - HANDLE - BLACK	USD	$1,445.00	
11000	Hardware	AXON TASER X26P - HANDLE - BLACK CLASS 2	USD	$1,445.00	
11023	Hardware	AXON TASER X26P - HANDLE - BLUE DEMO LASER POINTER	USD	$198.35	
11003	Hardware	AXON TASER X26P - HANDLE - YELLOW	USD	$1,445.00	

11001	Hardware	AXON TASER X26P - HANDLE - YELLOW CLASS 2	USD	$1,445.00		
100070	Hardware	AXON TASER X26P - HARD CASE - SMALL 13X9.5X2.5	USD	$11.90		
11504	Hardware	AXON TASER X26P - HOLSTER - BLACKHAWK LH	USD	$91.25		
11501	Hardware	AXON TASER X26P - HOLSTER - BLACKHAWK RH	USD	$91.20		
11503	Hardware	AXON TASER X26P - HOLSTER - BLADE TECH - LH	USD	$91.25		
11500	Hardware	AXON TASER X26P - HOLSTER - BLADE TECH - RH	USD	$91.25		
101490	Hardware	AXON TASER X26P - HOLSTER - PLACEHOLDER	USD	$91.25		
22511	Hardware	AXON TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN LH	USD	$131.20		
22510	Hardware	AXON TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN RH	USD	$131.20		
80502	Services	AXON TASER X26P - ONLINE TRAINING CONTENT LICENSE	USD	$0.00		Yes
22038	Hardware	AXON TASER X26P - REFLECTIVE SIDE LABEL	USD	$13.90		
11010	Hardware	AXON TASER X26P - XPPM SPARE CARTRIDGE BATTERY PACK	USD	$98.90		
101714	Services	AXON TRAINING - ADVANCED CONCEPTS IN LAW ENFORCEMENT	USD	$1,400.00		
101599	Services	AXON TRAINING - DELTA LEADERSHIP COURSE	USD	$1,400.00		
101690	Services	AXON TRAINING - EFFECTIVE CONTROL	USD	$600.00		
101606	Services	AXON TRAINING - POD TRAINING & SETUP	USD	$2,500.00		
101615	Services	AXON TRAINING - SKY-HERO BASIC USER COURSE	USD	$995.00		
101717	Services	AXON TRAINING - SKY-HERO INSTRUCTOR CERTIFICATION COURSE	USD	$2,395.00		
101716	Services	AXON TRAINING - SKY-HERO OPERATOR CERTIFICATION COURSE	USD	$995.00		
101181	Services	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	USD	$1,500.00		
101586	Hardware	AXON TRAINING - TRAINING POD	USD	$310,000.00		
101966	Software	AXON UNLIMITED SMART DETECTION	USD	$71.17		Yes
102142	Software	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	USD	$140.91		Yes
100832	Hardware	AXON VR - CONTROLLER - HANDGUN VR19H	USD	$1,900.00		
101413	Hardware	AXON VR - CONTROLLER - HANDGUN VR320H	USD	$1,900.00		
101412	Hardware	AXON VR - CONTROLLER - HANDGUN VRMPH	USD	$1,900.00		
101611	Hardware	AXON VR - CONTROLLER - RIFLE VRM4R	USD	$5,999.00		
100748	Hardware	AXON VR - CONTROLLER - TASER 10	USD	$1,785.00		
100397	Hardware	AXON VR - CONTROLLER - TASER 10 - WHITE MAGAZINE	USD	$150.00		
100833	Hardware	AXON VR - CONTROLLER - TASER 7	USD	$1,785.00		
101007	Warranty	AXON VR - EXT WARRANTY - CONTROLLER	USD	$12.71		Yes
101008	Warranty	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	USD	$13.52		Yes
100197	Warranty	AXON VR - EXT WARRANTY - HEADSET	USD	$8.87		Yes
100213	Warranty	AXON VR - EXT WARRANTY - TABLET	USD	$4.67		Yes
20378	Hardware	AXON VR - HEADSET - HTC FOCUS 3	USD	$1,993.00		
100122	Hardware	AXON VR - HEADSET - HTC FOCUS 3 - BATTERY	USD	$100.00		
100754	Hardware	AXON VR - HEADSET - HTC FOCUS 3 - BATTERY CHARGING DOCK	USD	$119.00		
100124	Hardware	AXON VR - HEADSET - HTC FOCUS 3 - FACE AND REAR CUSHION	USD	$50.00		
101751	Hardware	AXON VR - HEADSET - HTC FOCUS VISION	USD	$2,200.00		
101864	Hardware	AXON VR - HEADSET - HTC FOCUS VISION FEDERAL	USD	$1,257.99		
101125	Hardware	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - LH	USD	$100.00		
101124	Hardware	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - RH	USD	$100.00		
101119	Hardware	AXON VR - HOLSTER - T10 BLADE-TECH GRAY - LH	USD	$200.00		
101120	Hardware	AXON VR - HOLSTER - T10 BLADE-TECH GRAY - RH	USD	$200.00		
101123	Hardware	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	USD	$100.00		
101122	Hardware	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	USD	$100.00		
101298	Hardware	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - LH	USD	$100.00		
101299	Hardware	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - RH	USD	$100.00		
101296	Hardware	AXON VR - HOLSTER - T7 BLADE-TECH - LH	USD	$200.00		
101297	Hardware	AXON VR - HOLSTER - T7 BLADE-TECH - RH	USD	$200.00		
101291	Hardware	AXON VR - HOLSTER - T7 SAFARILAND GRAY - LH	USD	$100.00		
101290	Hardware	AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH	USD	$100.00		
100362	Hardware	AXON VR - HTC FOCUS 3 - POWER ADAPTER - US	USD	$40.00		
101267	Services	AXON VR - PSO - FULL INSTALLATION	USD	$12,000.00		
20379	Services	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	USD	$6,000.00		
101186	Services	AXON VR - PSO - VIRTUAL	USD	$2,000.00		
101294	Hardware	AXON VR - TABLET	USD	$1,395.00		
101300	Hardware	AXON VR - TABLET CASE	USD	$65.00		
100126	Hardware	AXON VR - TACTICAL BAG	USD	$138.00		
101012	Hardware	AXON VR - TAP REFRESH 1 - CONTROLLER	USD	$1,931.00		
20373	Hardware	AXON VR - TAP REFRESH 1 - HEADSET	USD	$2,156.00		
101009	Hardware	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	USD	$2,054.00		
100210	Hardware	AXON VR - TAP REFRESH 1 - TABLET	USD	$1,198.00		
101013	Hardware	AXON VR - TAP REFRESH 2 - CONTROLLER	USD	$2,010.00		
20374	Hardware	AXON VR - TAP REFRESH 2 - HEADSET	USD	$2,244.00		
101010	Hardware	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	USD	$2,156.00		
100211	Hardware	AXON VR - TAP REFRESH 2 - TABLET	USD	$1,246.70		
101014	Hardware	AXON VR - TAP REFRESH 3 - CONTROLLER	USD	$2,086.00		
20375	Hardware	AXON VR - TAP REFRESH 3 - HEADSET	USD	$2,329.00		
101011	Hardware	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	USD	$2,218.00		
100212	Hardware	AXON VR - TAP REFRESH 3 - TABLET	USD	$1,294.00		
100539	Software	AXON VR - USER ACCESS - CET ONLY	USD	$12.81		Yes
20370	Software	AXON VR - USER ACCESS - FULL VR	USD	$32.74		Yes
101703	Software	AXON VR - USER ACCESS - TASER SKILLS	USD	$17.08		Yes
101909	Software	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	USD	$15.66		Yes
101308	Software	AXON VR - USER ACCESS - TRAINING ACADEMY	USD	$11.74		Yes
100900	Hardware	AXONSKY-HERO LIPO BATTERY FOR LOKI 2	USD	$150.00		
BasicLicense	Software	Basic License Bundle	USD	$21.35	Yes	Yes
A00016	Program	BASIC ROBOTICS BUNDLE	USD	$950.15	Yes	Yes
BWCamMBDTAI	Program	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	USD	$47.40	Yes	Yes
BWCamMBDTAI	Program	Body Worn Camera Multi-Bay Dock TAP Bundle	USD	$47.40	Yes	Yes
BWCamSBDTAP	Program	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	USD	$16.30	Yes	Yes
BWCamSBDTAP	Program	Body Worn Camera Single-Bay Dock TAP Bundle	USD	$16.30	Yes	Yes
BWCamTAP10Y	Program	Body Worn Camera TAP 10 Year Bundle	USD	$44.41	Yes	Yes
BWCamTAP	Program	Body Worn Camera TAP Bundle	USD	$44.41	Yes	Yes
H00015	Hardware	BUNDLE - AB4 POV HELMET BUNDLE	USD	$379.00	Yes	Yes
A00006	Program	BUNDLE - AXON AIR - COPILOT BUNDLE	USD	BUNDLE PRICING	Yes	Yes
A00025	Program	BUNDLE - AXON AIR BASIC PATROL	USD	BUNDLE PRICING	Yes	Yes
A00009	Program	BUNDLE - AXON AIR DFR DOCK PRO	USD	BUNDLE PRICING	Yes	Yes
A00008	Hardware	BUNDLE - AXON AIR DFR SINGLE DOCK	USD	BUNDLE PRICING	Yes	Yes
B00047	Program	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	USD	$69.74	Yes	Yes
A00007	Hardware	BUNDLE - AXON DFR PATROL	USD	BUNDLE PRICING	Yes	Yes
A00001	Hardware	BUNDLE - AXON SKY-HERO - 1 DRONE STARTER	USD	BUNDLE PRICING	Yes	Yes
B00030	Program	BUNDLE - BWC RESCUE	USD	$190.72	Yes	Yes
B00026	Program	BUNDLE - CORRECTIONS BASIC 1 TAP	USD	$69.74	Yes	Yes
B00027	Program	BUNDLE - CORRECTIONS BASIC 2 TAP	USD	$83.98	Yes	Yes
B00028	Program	BUNDLE - CORRECTIONS PRO 1 TAP	USD	$98.21	Yes	Yes
B00029	Program	BUNDLE - CORRECTIONS PRO 2 TAP	USD	$112.44	Yes	Yes
B00013	Program	BUNDLE - ENTERPRISE PROFESSIONAL PLUS USER LICENSE	USD	$176.49	Yes	Yes
F00013	Program	BUNDLE - FIRE/EMS FLEET	USD	$354.40	Yes	Yes
F00008	Program	BUNDLE - FLEET 3 - EXTERIOR CAMERA ADD-ON	USD	$54.09	Yes	Yes
F00009	Program	BUNDLE - FLEET 3 - EXTERIOR CAMERA ADD-ON WITH TAP	USD	$83.98	Yes	Yes
F00010	Program	BUNDLE - FLEET 3 ADVANCED + ZOLL RENEWAL	USD	$318.82	Yes	Yes
F00014	Program	BUNDLE - FLEET 3 ADVANCED WITH GEOTAB	USD	$375.75	Yes	Yes
F00015	Program	BUNDLE - FLEET 3 ADVANCED WITH GEOTAB 10YR	USD	$375.75	Yes	Yes
F00006	Program	BUNDLE - FLEET 3 ADVANCED WITH ZOLL	USD	$411.34	Yes	Yes
F00007	Program	BUNDLE - FLEET 3 ADVANCED WITH ZOLL 10YR	USD	$352.98	Yes	Yes
F00012	Hardware	BUNDLE - FLEET CRADLEPOINT R920 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
F00011	Hardware	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
V00018	Program	BUNDLE - FULL VR	USD	$32.74	Yes	Yes
S00014	Program	BUNDLE - JUSTICE BASIC	USD	$112.44	Yes	Yes
S00015	Program	BUNDLE - JUSTICE PREMIER	USD	$155.14	Yes	Yes
S00019	Program	BUNDLE - JUSTICE PREMIER PLUS	USD	$212.07	Yes	Yes
B00065	Program	BUNDLE - LIGHTPOST	USD	$329.38	Yes	Yes
B00066	Program	BUNDLE - LIGHTPOST WITH TAP	USD	$506.81	Yes	Yes
M00031	Program	BUNDLE - OFFICER SAFETY PLAN 10	USD	$298.90	Yes	Yes
M00032	Program	BUNDLE - OFFICER SAFETY PLAN 10 10YR	USD	$298.90	Yes	Yes
M00033	Program	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	USD	$441.23	Yes	Yes
M00034	Program	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	USD	$441.23	Yes	Yes
M00041	Program	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	USD	$377.18	Yes	Yes
M00042	Program	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	USD	$377.18	Yes	Yes
M00035	Program	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	USD	$498.15	Yes	Yes
M00036	Program	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	USD	$498.15	Yes	Yes
M00043	Program	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	USD	$412.76	Yes	Yes
M00044	Program	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE 10YR	USD	$412.76	Yes	Yes
M00025	Program	BUNDLE - OFFICER SAFETY PLAN 7	USD	$291.78	Yes	Yes
M00026	Program	BUNDLE - OFFICER SAFETY PLAN 7 10YR	USD	$291.78	Yes	Yes
M00027	Program	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	USD	$434.11	Yes	Yes
M00028	Program	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	USD	$434.11	Yes	Yes
M00037	Program	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	USD	$370.06	Yes	Yes
M00038	Program	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE 10YR	USD	$370.06	Yes	Yes
M00029	Program	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	USD	$491.04	Yes	Yes

M00030	Program	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	USD	$491.04	Yes	Yes
M00039	Program	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM ISLE	USD	$405.64	Yes	Yes
M00040	Program	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM ISLE 10YR	USD	$405.64	Yes	Yes
B00060	Program	BUNDLE - OUTPOST	USD	$278.72	Yes	Yes
B00061	Program	BUNDLE - OUTPOST WITH TAP	USD	$304.07	Yes	Yes
B00063	Program	BUNDLE - OUTPOST WITH TAP 10YR	USD	$304.07	Yes	Yes
C00026	Program	BUNDLE - TASER 10 BASIC	USD	$73.00	Yes	Yes
C00025	Program	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	USD	$113.86	Yes	Yes
C00022	Program	BUNDLE - TASER 10 CERTIFICATION PRO	USD	$142.33	Yes	Yes
C00023	Program	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	USD	$142.33	Yes	Yes
C00028	Program	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	USD	$85.40	Yes	Yes
C00024	Program	BUNDLE - TASER 10 CERTIFICATION STANDARD	USD	$113.86	Yes	Yes
C00029	Program	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	USD	$56.93	Yes	Yes
C00018	Program	BUNDLE - TASER 7 CERTIFICATION	USD	$105.33	Yes	Yes
C00019	Program	BUNDLE - TASER 7 CERTIFICATION 10YR	USD	$105.33	Yes	Yes
C00027	Program	BUNDLE - TASER 7 CERTIFICATION ADD ON	USD	$42.70	Yes	Yes
C00020	Program	BUNDLE - TASER 7 CERTIFICATION WITH VR	USD	$135.21	Yes	Yes
C00021	Program	BUNDLE - TASER 7 CERTIFICATION WITH VR 10YR	USD	$135.21	Yes	Yes
B00056	Program	BUNDLE - UNLIMITED PLUS ISLE WITH VR	USD	$327.36	Yes	Yes
B00057	Program	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	USD	$327.36	Yes	Yes
B00048	Program	BUNDLE - UNLIMITED PLUS WITH VR	USD	$362.94	Yes	Yes
B00049	Program	BUNDLE - UNLIMITED PLUS WITH VR 10YR	USD	$362.94	Yes	Yes
B00058	Program	BUNDLE - UNLIMITED PREMIUM ISLE WITH VR	USD	$370.06	Yes	Yes
B00059	Program	BUNDLE - UNLIMITED PREMIUM ISLE WITH VR 10YR	USD	$370.06	Yes	Yes
B00050	Program	BUNDLE - UNLIMITED PREMIUM WITH VR	USD	$419.88	Yes	Yes
B00051	Program	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	USD	$419.87	Yes	Yes
V00010	Hardware	BUNDLE - VR - CONTROLLER KIT T10	USD	BUNDLE PRICING	Yes	Yes
V00009	Hardware	BUNDLE - VR - CONTROLLER KIT T7	USD	BUNDLE PRICING	Yes	Yes
V00007	Program	BUNDLE - VR - HANDGUN CONTROLLER TAP	USD	$58.50	Yes	Yes
V00008	Program	BUNDLE - VR - HANDGUN CONTROLLER TAP 10YR	USD	$77.03	Yes	Yes
V00012	Program	BUNDLE - VR - TASER 10 ADD-ON BUNDLE	USD	$32.74	Yes	Yes
V00014	Program	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	USD	$32.74	Yes	Yes
V00011	Program	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	USD	$32.74	Yes	Yes
V00013	Program	BUNDLE - VR - TASER 7 ADD-ON BUNDLE WITH TAP	USD	$32.74	Yes	Yes
V00005	Program	BUNDLE - VR - TASER CONTROLLER TAP	USD	$55.51	Yes	Yes
V00006	Program	BUNDLE - VR - TASER CONTROLLER TAP 10YR	USD	$72.59	Yes	Yes
V00019	Program	BUNDLE - VR TASER SKILLS	USD	$17.08	Yes	Yes
V00016	Program	BUNDLE - VR TASER SKILLS	USD	$17.08	Yes	Yes
V00017	Program	BUNDLE - VR TASER SKILLS 10 YR	USD	$17.08	Yes	Yes
999999	Hardware	BUNDLE SCALER	USD	$0.00		
BWCUwTAP	Program	BWC Unlimited with TAP	USD	$130.94	Yes	Yes
BWCUwTAP10Y	Program	BWC Unlimited with TAP 10YR	USD	$130.94	Yes	Yes
101911	Warranty	CMS COMPREHENSIVE ANNUAL MARC (POLE CAM) SERVICE 3-YR SUB	USD	$6,859.29		
101913	Warranty	CMS COMPREHENSIVE ANNUAL MARC (POLE CAM) SERVICE 5-YR SUB	USD	$10,392.86		
101912	Warranty	CMS COMPREHENSIVE ANNUAL TRAILER SERVICE 3-YR SUB	USD	$34,204.50		
101914	Warranty	CMS COMPREHENSIVE ANNUAL TRAILER SERVICE 5-YR SUB	USD	$51,825.00		
101863	Hardware	CMS-1000 SOLAR POWER CAMERA TRAILER NORTHERN STATES	USD	$83,401.76		
101873	Hardware	CMS-700 SOLAR POWER CAMERA TRAILER SOUTHERN STATES	USD	$56,818.00		
A00017	Program	COMPLETE ROBOTICS BUNDLE	USD	$1,176.07	Yes	Yes
BWCCore	Program	Core BWC Bundle	USD	$170.23	Yes	Yes
BWCCore10Y	Program	Core BWC Bundle,10YR	USD	$170.23	Yes	Yes
CPSPRenewal	Program	CPSP Renewal	USD	$521.07	Yes	Yes
IBR1700DMKit	Hardware	CRADLEPOINT IBR-1700 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
IBR1700Kit	Hardware	CRADLEPOINT IBR-1700 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
R1900DMKit	Hardware	CRADLEPOINT R1900 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
R1900Kit	Hardware	CRADLEPOINT R1900 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
CSPRenewal	Program	CSP Renewal	USD	$191.01	Yes	Yes
102033	Hardware	Dedrone - RF-900	USD	$15,000.00		
102120	Software	DEDRONE BEYOND - OPTICAL SOFTWARE	USD	$3,333.33		
A00024	Program	DEDRONE BEYOND LONG RANGE ADD-ON	USD	BUNDLE PRICING	Yes	Yes
102118	Software	DEDRONE Titan SOFTWARE LICENSE	USD	$2,066.67		
102117	Software	DEDRONETRACKER.AI CAMERA SOFTWARE	USD	$833.33		
102116	Software	DEDRONETRACKER.AI LONG RANGE SOFTWARE	USD	$1,250.00		
102034	Software	DedroneTracker.AI Software C2 Online	USD	$1,250.00		
102114	Software	DEDRONETRACKER.AI STANDARD RANGE SOFTWARE	USD	$833.33		
DynamicBundle	Program	Dynamic Bundle	USD	BUNDLE PRICING	Yes	Yes
100623	Hardware	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	USD	$1,200.00		
EntT7Repl	Program	Enterprise TASER 7 Replacement Bundle	USD	$99.63	Yes	Yes
Fleet2U	Program	Fleet 2 Unlimited	USD	$212.07	Yes	Yes
Fleet2-TAP	Program	Fleet 2 Without TAP	USD	$133.79	Yes	Yes
Fleet3A	Program	Fleet 3 Advanced	USD	$340.17	Yes	Yes
Fleet3A10Yr	Program	Fleet 3 Advanced 10 Year	USD	$294.63	Yes	Yes
Fleet3ARe	Program	Fleet 3 Advanced Renewal	USD	$249.08	Yes	Yes
Fleet3B	Program	Fleet 3 Basic	USD	$219.19	Yes	Yes
Fleet3B+TAP	Program	Fleet 3 Basic + TAP	USD	$276.12	Yes	Yes
Fleet3B+TAP10\	Program	Fleet 3 Basic + TAP 10 Year	USD	$235.42	Yes	Yes
Fleet3B+TAPRe	Program	Fleet 3 Basic + TAP Renewal	USD	$183.61	Yes	Yes
Fleet3B10Yr	Program	Fleet 3 Basic 10 Year	USD	$199.83	Yes	Yes
Fleet3BRe	Program	Fleet 3 Basic Renewal	USD	$126.67	Yes	Yes
InteriorCam	Program	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	USD	$32.74	Yes	Yes
InteriorCam+TA	Program	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	USD	$42.70	Yes	Yes
100191	Program	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP TRUE UP	USD	$13.98		Yes
72033	Hardware	FLEET ANT, AIRGAIN, 3-IN-1 2WIFI, 1GNSS, INTERIOR	USD	$75.00		
Flex2C	Hardware	Flex 2 Camera Bundle	USD	$1,441.03	Yes	Yes
Flex2MBD	Hardware	Flex 2 Multi-Bay Dock Bundle	USD	$2,801.03	Yes	Yes
Flex2SBD	Hardware	Flex 2 Single-Bay Dock Bundle	USD	$770.01	Yes	Yes
101603	Hardware	GEOTAB - TELEMATICS DONGLE - USA ATT	USD	$110.00		
101604	Hardware	GEOTAB - TELEMATICS DONGLE - USA VZW	USD	$110.00		
101601	Software	GEOTAB TELEMATICS SERVICE - 5 YR	USD	$29.00		Yes
101753	Hardware	GEOTAB TELEMATICS T-HARNESS	USD	$40.00		
A00021	Program	GROUND CONTROL SYSTEM BUNDLE	USD	$300.99	Yes	Yes
IR1CB	Program	Interview Room 1 Camera Essential (5 Rooms)	USD	$2,019.68	Yes	Yes
IR1CA	Program	Interview Room 1 Camera Standard (5 Rooms)	USD	$2,275.88	Yes	Yes
IR2CB	Program	Interview Room 2 Camera Essential (5 Rooms)	USD	$2,532.07	Yes	Yes
IR2CA	Program	Interview Room 2 Camera Standard (5 Rooms)	USD	$2,930.60	Yes	Yes
100746	Software	LEXISNEXIS - DESK OFFICER REPORTING SYSTEM (DORS)	USD	$1.00		Yes
100745	Software	LEXISNEXIS - ECITATION	USD	$12.00		Yes
100744	Software	LEXISNEXIS - ECRASH	USD	$0.00		Yes
100747	Services	LEXISNEXIS - PROFESSIONAL SERVICES	USD	$795.00		
102183	Program	LIGHTPOST BUNDLE TRUE-UP	USD	$244.81		Yes
A00023	Program	LOKI MKII BUNDLE	USD	$205.03	Yes	Yes
101488	Services	MATRIXPOINTE - MATRIX IMPLEMENTATION	USD	$250.00		
101485	Software	MATRIXPOINTE - MATRIXCIVIL	USD	$100.00		Yes
101486	Software	MATRIXPOINTE - MATRIXINVESTIGATOR	USD	$100.00		Yes
101487	Software	MATRIXPOINTE - MATRIXPROSECUTOR	USD	$110.00		Yes
101484	Software	MATRIXPOINTE - MATRIXSTORAGE	USD	$50.00		Yes
A00019	Program	NARFI BUNDLE	USD	$152.59	Yes	Yes
B00031	Program	OSP-UNLIMITED	USD	$206.38	Yes	Yes
B00032	Program	OSP-UNLIMITED 10YR	USD	$206.38	Yes	Yes
B00033	Program	OSP-UNLIMITED PLUS	USD	BUNDLE PRICING	Yes	Yes
B00034	Program	OSP-UNLIMITED PLUS 10YR	USD	BUNDLE PRICING	Yes	Yes
B00052	Program	OSP-UNLIMITED PLUS ISLE	USD	BUNDLE PRICING	Yes	Yes
B00053	Program	OSP-UNLIMITED PLUS ISLE 10YR	USD	BUNDLE PRICING	Yes	Yes
B00035	Program	OSP-UNLIMITED PREMIUM	USD	BUNDLE PRICING	Yes	Yes
B00036	Program	OSP-UNLIMITED PREMIUM 10YR	USD	BUNDLE PRICING	Yes	Yes
B00054	Program	OSP-UNLIMITED PREMIUM ISLE	USD	BUNDLE PRICING	Yes	Yes
B00055	Program	OSP-UNLIMITED PREMIUM ISLE 10YR	USD	BUNDLE PRICING	Yes	Yes
102182	Program	OUTPOST BUNDLE TRUE-UP	USD	$61.20		Yes
A00026	Program	PATROL BUNDLE	USD	$232.51	Yes	Yes
101773	Hardware	POLE CAMERA - MARC NORTH - PTZ AND 360 DEGREE CAMERAS AI	USD	$16,071.43		
101772	Hardware	POLE CAMERA - MARC SOUTH - PTZ AND 360 DEGREE CAMERAS	USD	$14,785.71		
101859	Hardware	POLE CAMERA - MARC WEST-BULLET	USD	$8,285.71		
101858	Hardware	POLE CAMERA - MARC WEST-FISH EYE	USD	$7,142.86		
101857	Hardware	POLE CAMERA - MARC WEST-PTZ	USD	$11,285.71		
101905	Software	POLICY CHAT	USD	$14.23		Yes
A00027	Program	PREMIUM PATROL BUNDLE	USD	$762.16	Yes	Yes
A00018	Program	PREMIUM ROBOTICS BUNDLE	USD	$1,277.59	Yes	Yes
ProLicense	Software	Pro License Bundle	USD	$64.05	Yes	Yes
Pro+	Program	Pro+ Bundle	USD	$119.56	Yes	Yes
100546	Services	SHIPPING - 2 DAY	USD	$18.00		
100544	Services	SHIPPING - EXPRESS SAVER (3 DAY)	USD	$15.00		
100547	Services	SHIPPING - GROUND	USD	$0.00		

100545	Services	SHIPPING - STANDARD OVERNIGHT	USD	$25.00		
80507	Services	SHIPPING FEE	USD	$0.00		
101886	Hardware	SIGNAL SENSOR	USD	$299.00		
101035	Hardware	SIGNAL SIDEARM - BRACKET - 1375 LH	USD	$4.99		
101043	Hardware	SIGNAL SIDEARM - BRACKET - 1375 RH	USD	$4.99		
101049	Hardware	SIGNAL SIDEARM - BRACKET - 1405	USD	$2.50		
100925	Hardware	SIGNAL SIDEARM, BRACKET 1225	USD	$4.99		
100924	Hardware	SIGNAL SIDEARM, BRACKET 1263-L	USD	$4.99		
100923	Hardware	SIGNAL SIDEARM, BRACKET 1263-R	USD	$4.99		
100927	Hardware	SIGNAL SIDEARM, BRACKET 1304-L	USD	$4.99		
100926	Hardware	SIGNAL SIDEARM, BRACKET 1304-R	USD	$4.99		
A00020	Program	SIGYN BUNDLE	USD	$476.95	Yes	Yes
100424	Hardware	SKYDIO - X10 KIT W/ BATT - 2.4/5 GHZ 5G LTE IR NA VT100L	USD	$11,914.40		
100426	Hardware	SKYDIO - X10 KIT W/ BATT - 2.4/5 GHZ 5G LTE VL NA VT100L	USD	$11,914.40		
100427	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ IR NA V100L	USD	$11,642.00		
100428	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ IR NA VT300L	USD	$14,924.00		
100432	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ IR NA VT300Z	USD	$15,454.00		
100439	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE IR NA V100L	USD	$12,296.00		
100440	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE IR NA VT300L	USD	$15,578.00		
100442	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE VL NA V100L	USD	$12,296.00		
100443	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE VL NA VT300L	USD	$15,578.00		
100444	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE VL NA VT300Z	USD	$16,108.00		
100436	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ VL NA V100L	USD	$11,642.00		
100437	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ VL NA VT300L	USD	$14,924.00		
100438	Hardware	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ VL NA VT300Z	USD	$15,454.00		
100422	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ IR NA V100	USD	$11,260.40		
100413	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ IR NA VT300L	USD	$14,542.40		
100414	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ IR NA VT300Z	USD	$15,072.40		
100418	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ LTE IR NA VT300L	USD	$15,196.40		
100419	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ LTE IR NA VT300Z	USD	$15,726.40		
100420	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ LTE VL NA VT300L	USD	$15,196.40		
100421	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ LTE VL NA VT300Z	USD	$15,726.40		
100423	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ VL NA V100L	USD	$11,260.40		
100415	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ VL NA VT300L	USD	$14,542.40		
100417	Hardware	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ VL NA VT300Z	USD	$15,072.40		
100710	Hardware	SKYDIO DOCK BATTERY FOR X2	USD	$499.00		
100708	Hardware	SKYDIO DOCK LITE KIT - 2.4/5GHZ	USD	$3,497.00		
101628	Hardware	SKYDIO TORQUE TOOL 2MM, 28CNM	USD	$80.00		
101731	Software	SKYDIO X10 DATA TRANSFER ADD-ON 100 GB/MO 1YR	USD	$58.33		Yes
12227	Hardware	SKYDIO X2 ADMIN HARD CASE - 2 VEHICLES - 2 CONT	USD	$749.00		
101927	Services	STRATEGIC DEPLOYMENT CEW SALES PROGRAM MANAGER SUPPORT	USD	$14,233.12		Yes
T7Dock	Hardware	T7 Dock	USD	$2,193.71	Yes	Yes
T10ALCHWK	Hardware	TASER 10 A-LA-CARTE Hardware Kit	USD	BUNDLE PRICING	Yes	Yes
T10CK	Hardware	TASER 10 Cartridge Kit	USD	BUNDLE PRICING	Yes	Yes
T10HWK	Hardware	TASER 10 Hardware Kit	USD	BUNDLE PRICING	Yes	Yes
T10HWKS	Hardware	TASER 10 Hardware Kit Spares	USD	BUNDLE PRICING	Yes	Yes
101943	Hardware	TASER 7 CARTRIDGE PROPULSION MODULE	USD	$8.00		
101888	Services	TASER WEAPON FAMILIARISATION AND SAFE HANDLING	USD	$250.00		
101029	Services	TASERCON CONFERENCE REGISTRATION	USD	$899.00		
100837	Services	THIRD PARTY PROVIDED - SERVICES	USD	$1.00		
100941	Software	THIRD PARTY PROVIDED - SUBSCRIPTION	USD	$1.00		Yes
11630	Hardware	THIRD PARTY PROVIDED HARDWARE	USD	$1.00		
100552	Program	TRANSFER CREDIT - GOODS	USD	$1.00		
101027	#N/A	TRANSFER CREDIT - GOODS CEW	USD	$1.00		
100553	Program	TRANSFER CREDIT - SOFTWARE AND SERVICES	USD	$1.00		
101266	#N/A	TRANSFER CREDIT - SOFTWARE AND SERVICES - CEW	USD	$1.00		
20433	Program	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 1	USD	$15.50		Yes
20434	Program	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 2	USD	$34.75		Yes
20340	Program	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 1	USD	$27.85		Yes
20341	Program	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 2	USD	$22.15		Yes
20342	Program	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 3	USD	$67.75		Yes
20343	Program	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 4	USD	$61.55		Yes
20347	Program	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 1	USD	$21.40		Yes
20348	Program	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 2	USD	$12.90		Yes
73352	Program	TRUE UP - BWC HW FINANCE/TAP	USD	$23.30		Yes
73843	Program	TRUE UP – BWC UNL W/ TAP/MBD DOCK	USD	$35.85		Yes
20505	Program	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 1	USD	$22.25		Yes
20506	Program	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 2	USD	$16.25		Yes
20507	Program	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 3	USD	$58.75		Yes
20508	Program	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 4	USD	$52.75		Yes
20525	Program	TRUE UP - CORRECTIONS POST OFFICER SAFETY BUNDLE TRUE UP 1	USD	$65.50		Yes
20526	Program	TRUE UP - CORRECTIONS POST OFFICER SAFETY BUNDLE TRUE UP 2	USD	$60.50		Yes
73926	Program	TRUE UP - CORRECTIONS POST OFFICER SAFETY TRUE-UP PAYMENT	USD	$158.50		Yes
73932	Program	TRUE UP - CORRECTIONS POST OFFICER SAFETY TRUE-UP PAYMENT	USD	$231.25		Yes
80179	Program	TRUE UP - FLEET 2 TAP	USD	$58.00		Yes
80477	Program	TRUE UP - FLEET 3 ADVANCED RENEWAL WITH TAP	USD	$51.24		Yes
80462	Program	TRUE UP - FLEET 3 ADVANCED WITH TAP	USD	$108.00		Yes
80460	Program	TRUE UP - FLEET 3 BUNDLE TRUE UP	USD	$78.00		Yes
80461	Program	TRUE UP - FLEET 3 BUNDLE WITH TAP	USD	$115.75		Yes
100190	Program	TRUE UP - FLEET 3 DUAL VIEW CAMERA ADD-ON	USD	$8.36		Yes
100193	Program	TRUE UP - FLEET 3 DV CAMERA ADD-ON BUNDLE	USD	$16.55		Yes
100192	Program	TRUE UP - FLEET 3 INTERIOR CAMERA ADD-ON	USD	$7.00		Yes
80479	Program	TRUE UP - FLEET 3 RENEWAL TRUE UP	USD	$20.79		Yes
80478	Program	TRUE UP - FLEET 3 RENEWAL WITH TAP	USD	$53.21		Yes
73122	Program	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION	USD	$93.00		Yes
73125	Program	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION WITH TAP	USD	$136.75		Yes
50480	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 1 ROOM	USD	$247.60		Yes
50481	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 2 ROOM	USD	$384.15		Yes
50482	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 3 ROOM	USD	$520.70		Yes
50483	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 4 ROOM	USD	$657.25		Yes
50484	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 5 ROOM	USD	$793.80		Yes
50485	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 1 ROOM	USD	$268.30		Yes
50486	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 2 ROOM	USD	$425.60		Yes
50487	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 3 ROOM	USD	$582.90		Yes
50488	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 4 ROOM	USD	$740.20		Yes
50489	Program	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 5 ROOM	USD	$897.50		Yes
50470	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 1 ROOM TRUE UP	USD	$164.10		Yes
50471	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 2 ROOM TRUE UP	USD	$275.70		Yes
50472	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 3 ROOM TRUE UP	USD	$387.30		Yes
50473	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 4 ROOM TRUE UP	USD	$498.90		Yes
50474	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 5 ROOM TRUE UP	USD	$610.50		Yes
50475	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 1 ROOM TRUE UP	USD	$184.85		Yes
50476	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 2 ROOM TRUE UP	USD	$317.20		Yes
50477	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 3 ROOM TRUE UP	USD	$449.55		Yes
50478	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 4 ROOM TRUE UP	USD	$581.90		Yes
50479	Program	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 5 ROOM TRUE UP	USD	$714.20		Yes
100838	Program	TRUE UP - OFFICER SAFETY PLAN 10	USD	$47.45		Yes
100843	Program	TRUE UP - OFFICER SAFETY PLAN 10 10YR	USD	$53.45		Yes
100841	Program	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	USD	$44.15		Yes
100842	Program	TRUE UP - OFFICER SAFETY PLAN 10 PLUS 10YR	USD	$49.70		Yes
100839	Program	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM	USD	$45.75		Yes
100840	Program	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	USD	$51.55		Yes
73950	Program	TRUE UP - OFFICER SAFETY PLAN 7 PLUS PLUS TRUE UP PAYMENT 2	USD	$88.85		Yes
73976	Program	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	USD	$27.05		Yes
73977	Program	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 2	USD	$23.45		Yes
73942	Program	TRUE UP - OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	USD	$55.65		Yes
73983	Program	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	USD	$27.05		Yes
73984	Program	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 2	USD	$21.40		Yes
20481	Program	TRUE UP – SINGLE BAY DOCK TAP	USD	$9.25		Yes
20279	Program	TRUE UP - T7 CERT PLUS VR TRUE UP PAYMENT	USD	$63.10		Yes
100844	Program	TRUE UP - TASER 10 BASIC	USD	$40.80		Yes
100845	Program	TRUE UP - TASER 10 CERTIFICATION	USD	$46.75		Yes
100846	Program	TRUE UP - TASER 10 CERTIFICATION 10YR	USD	$52.65		Yes
100847	Program	TRUE UP - TASER 10 CERTIFICATION W/VR	USD	$48.55		Yes
100848	Program	TRUE UP - TASER 10 CERTIFICATION W/VR 10 YR	USD	$54.65		Yes
73632	Program	TRUE UP - TASER 7 BASIC TRUE UP	USD	$6.20		Yes
20268	Program	TRUE UP - TASER 7 CERT 10 YEAR BUNDLE 6 YEAR TRUE UP	USD	$55.65		Yes
20233	Program	TRUE UP - TASER 7 CERTIFICATION PLAN ADD-ON TRUE UP PAYMENT	USD	$12.65		Yes
20245	Program	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	USD	$52.55		Yes
20212	Program	TRUE UP - TASER 7 CQ BASIC TRUE-UP SKU	USD	$33.25		Yes
20226	Program	TRUE UP - TASER 7 CQ BUDGET TRUE-UP SKU	USD	$38.40		Yes
20231	Program	TRUE UP - TASER 7 CQ DOCK TRUE-UP SKU	USD	$43.55		Yes

20283	Program	TRUE UP - TASER 7 CQ DOCK YEAR 6-10 TRUE UP	USD	$57.10		Yes
20466	Program	TRUE UP - TASER CERTIFICATION 10 YEAR TRUE UP 1	USD	$17.80		Yes
20568	Program	TRUE UP - UNLIMITED + PREMIUM TRUE UP 1	USD	$19.00		Yes
20569	Program	TRUE UP - UNLIMITED + PREMIUM TRUE UP 2	USD	$41.95		Yes
100850	Program	TRUE UP - UNLIMITED 10 PREMIUM	USD	$1.85		Yes
100849	Program	TRUE UP - UNLIMITED 10 PREMIUM 10YR	USD	$2.08		Yes
20472	Program	TRUE UP - UNLIMITED 7 + 10Y TRUE UP 1	USD	$10.25		Yes
20470	Program	TRUE UP - UNLIMITED 7 + TRUE UP 1	USD	$15.50		Yes
20416	Program	TRUE UP - UNLIMITED 7 PLUS 1	USD	$18.75		Yes
20417	Program	TRUE UP - UNLIMITED 7 PLUS 2	USD	$18.75		Yes
20419	Program	TRUE UP - UNLIMITED 7 PLUS 4	USD	$21.10		Yes
20479	Program	TRUE UP - UNLIMITED 7 TRUE UP 1	USD	$15.75		Yes
73844	Program	TRUE UP - UNLIMITED EVIDENCE.COM TAP BUNDLE YEAR 3	USD	$12.25		Yes
101451	Program	TRUE UP - VR TASER 7/TASER 10 ADD-ON BUNDLE	USD	$4.21		Yes
101452	Program	TRUE UP - VR TASER 7/TASER10 ADD-ON BUNDLE W/TAP	USD	$7.25		Yes
102132	Hardware	UBIHUB 2.0 WITH AXON EMBEDDED CAPABILITY (CORE/AI)	USD	$6,500.00		
UnlimAll	Software	UNLIMITED BWC + 3RD-PARTY STORAGE	USD	$78.50	Yes	Yes
V00020	Program	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	USD	$15.66	Yes	Yes
V00021	Hardware	VR HARDWARE KIT	USD	BUNDLE PRICING	Yes	Yes
TapHeadset	Program	VR Headset TAP Bundle	USD	$56.09	Yes	Yes
TapHeadset10Y	Program	VR Headset TAP Bundle, 10YR	USD	$75.44	Yes	Yes
TapTablet	Program	VR Tablet TAP Bundle	USD	$31.31	Yes	Yes
TapTablet10Y	Program	VR Tablet TAP Bundle, 10YR	USD	$41.60	Yes	Yes
80506	Services	WIRE TRANSFER FEE	USD	$0.00		

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Chapman, Wildland Fire Captain

Co-Submitter: Emily Markel

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Contract: This contract with **SWCA**, Incorporated DBA SWCA Environmental Consultants, will initiate an update to the Greater Flagstaff Region **C**ommunity **W**ildfire **P**rotection **P**lan.

STAFF RECOMMENDED ACTION:

1. Staff recommends City Council approve this contract with SWCA with payment not to exceed $259,390.00.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

This contract will initiate an update to the Greater Flagstaff Region (GFR) Community Wildfire Protection Plan (CWPP). The CWPP will identify wildfire risks, communicate solutions, and track progress across both the built environment and community-based priority watersheds.

The collaborative groups responsible for developing the original 2005 GFR CWPP (and the 2012 and 2018 updates) were the Ponderosa Fire Advisory Council (PFAC) and the Greater Flagstaff Forests Partnership (GFFP). The PFAC is an organized partnership of Emergency Service Organizations in the Greater Flagstaff Region. Both organizations were established in the GFR in the mid 1990s.

The GFFP is a community-based organization that supports collaborative forest restoration and communication efforts surrounding Flagstaff. The GFFP is managed by Anne Mottek, with Board Members Neil Chapman (City of Flagstaff), Jay Smith (Coconino County), Andrew Sanchez-Meador (Ecological Restoration Institute), and Lisa Bolton (SRP).

The PFAC organization includes Flagstaff Fire Department, Summit Fire and Medical District, Highlands Fire District, Ponderosa Fire District, Pinewood Fire District, Mormon Lake Fire District, Sedona Fire District, Coconino County Sheriffs Office, and Guardian Medical Transport. Federal partners include the Coconino & Kaibab National Forests, Bureau of Indian Affairs, and the National Park Service. State partners include the Arizona Department of Forestry and Fire Management and Arizona Department of Transportation. These PFAC partners have collaboratively developed this proposal to update and modernize the GFR CWPP.

2005 CWPP: PFAC Community Wildfire Protection Plan January 2005.pdf
2012 CWPP Update: CWPP-Review_May_2012.pdf
2018 CWPP Update: CWPP-Review_July_2018.pdf

Financial Impact:

Project Name: Greater Flagstaff Region Community Wildfire Protection Plan Update

Cost: $259,390

Account Number Budgeted: 407-09-425-6417-1

FY Budgeted Amount: $295,000

Grant Funded: $250,000

Funding Source: Arizona Department of Forestry and Fire Management Grant Agreement No. 24-CWDG-804

Policy Impact:
This contract supports existing programs and community-wide plans. It does not change current policy.

Previous Council Decision or Community Discussion:
There has been no previous discussion with Council regarding this specific contract.

Options and Alternatives to Recommended Action:
Council has the option to approve or reject this contract.
Contract rejection would require an amendment to Arizona Department of Forestry and Fire Management Grant Agreement No. 24-CWDG-804 due to a modified procurement timeline.

Background and History:
The Purchasing Section has reviewed the competitively solicited cooperative purchase options available and confirmed that the Arizona Department of Administration conducted a competitive and open procurement process through a formal Solicitation that resulted in a Contract with SWCA Environmental Consultants. This underlying agency contract, CTR066941 has been verified as valid and appropriate for the purchase of the specified services and presents the best value to the City of Flagstaff.

Connection to PBB Priorities and Objectives:

1. High Performing Governance: Implement innovative local government programs, new ideas and best practices; Be recognized as a model for others to follow
2. Safe and Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules and regulations, & land use practices
3. Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources; Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Connection to Regional Plan:
Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 -- Invest in forest health and watershed protection measures.
Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Connection to Carbon Neutrality Plan:
HF-1: Protect existing forests, resources, and meaningful open spaces
HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
HF-3: Educate the public on forest health and wildfire risk reduction.

Connection to 10-Year Housing Plan:
Connect 3.2 Encourage neighborhoods, housing types, and building practices that increase health.

Connection to Division Specific Plan:

Connection to FFD 2023 - 2024 Strategic Plan:
Service Level Goals: Increase community outreach & Reduce risks through Prevention & WFM efforts
Standardization and Improved Partnership Goals: Advance Community Risk Reduction measures

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Attachments: SWCA Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-17

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 SWCA, Incorporated DBA SWCA Environmental Consultants, an Arizona corporation ("Contractor").

RECITALS:

A. Contractor is a consultant capable of providing On-Call Environmental Services;

B. The Arizona Department of Administration conducted a competitive and open procurement process that resulted in Contract No. **CTR066941** ("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 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:

Greater Flagstaff Region Community Wildfire Protection Plan Update

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 in price for materials and/or services to the Agency Contract.

4. Payment:

   4.1 Payment to Contractor for the materials and/or services shall not exceed **two hundred fifty-nine thousand three hundred ninety dollars and zero cents ($259,390.00)** made in accordance with the price list and terms set forth in the Agency Contract.

   4.2 Any increase in the price must be supported by documentation and approved by mutual written consent of the parties through a formal change order process. The City Manager or his/her designee may approve an adjustment if the change order price increase is less than $100,000; otherwise, City Council approval is required.

5. Grant Provisions: Contractor shall meet the Grant Provisions from Funding Agency: Arizona Department of Forestry and Fire Management Grant Agreement No.: 24-CWDG-804 FS-1500-0045 as set forth in *Exhibit C*.

6. 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.

7. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of two (2)-year from the date of execution of the Contract with an option for one (1)- year renewal period presuming that the underlying Agency Contract has not expired or been terminated.

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:
Neil Chapman
Wildland Fire Captain
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Neil.Chapman@flagstaffaz.gov

To Contractor:
Annie Jay-Lutes
Project Manager
SWCA, Incorporated
1750 S Woodlands Village Blvd
Suite 200
Flagstaff, AZ 86001
alutes@swca.com

With a copy to:
Joshua Linam
Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Joshua.Linam@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.

SWCA, INCORPORATED:

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

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

1750 South Woodlands Village Boulevard
Suite 200
Flagstaff, Arizona 86001
Tel 928.774.5500 Fax 928.779.2709
www.swca.com

July 3, 2025

Neil Chapman
City of Flagstaff Wildland Fire Management
211 West Aspen Avenue
Flagstaff, Arizona 86001
Submitted via email: Neil.Chapman@flagstaffaz.gov

Re: Greater Flagstaff Region Community Wildfire Protection Plan Update / SWCA Proposal No. P92935

Dear Neil:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of services and cost estimate to support the planned update to the Greater Flagstaff Region Community Wildfire Protection Plan (CWPP). Based on our experience, the CWPP update will involve the following tasks: 1) Project kick-off and Core Team identification; 2) Core Team workshops and public outreach; 3) Data gathering; 4) Community base map development; 5) Community risk assessment development; 6) Initial CWPP development; 7) Final CWPP completion; and 8) Story map and project tracking application development.

The cost to complete these tasks, as described in the attached statement of work (SOW), is a time-and-materials, not-to-exceed total of **$259,390.** Because the work will be contracted through a cooperative purchase agreement under SWCA's existing Arizona Department of Administration environmental services on-call, this cost estimate is based on established rates and is subject to applicable special terms and conditions as stipulated under Contract No. CTR066941 (expiring July 31, 2028).

Thank you for providing us with the opportunity to work with you. If the scope of services and cost estimate are acceptable to you, please issue a purchase/task order acknowledging the attached SOW. Once under contract, we will be able to start work immediately. Please do not hesitate to reach out to us if you have any questions regarding this proposal.

Sincerely,

Vicky Amato – Technical Advisor
(970) 402-5940 | vamato@swca.com

Annie Jay Lutes – Project Manager
(928) 249-8465 | alutes@swca.com

STATEMENT OF WORK

TASK 1. CONVENE KICK-OFF CONFERENCE CALL & IDENTIFY CORE TEAM

Within 1 month of Notice to Proceed (NTP)

SWCA would convene an initial kick-off conference call with the Greater Flagstaff Region (GFR) representatives to discuss key topics of the project including identifying the CWPP goals and objectives, establishing communication protocols, determining initial project scheduling and deliverables, and identifying preliminary data needs that would facilitate the planning process. As part of the kick-off call, the identification of Core Team members would be initiated. SWCA understands that GFR has a well-established list of stakeholders and partners for wildfire management and mitigation and the GFR would identify pertinent representatives to join the Core Team. The Core Team would be responsible for reviewing risk assessment information, developing recommendations for fire mitigation and risk reduction, and providing expert knowledge regarding fire risk and hazard within the GFR planning area, particularly within the wildland urban interface (WUI).

Assumptions

- The kickoff meeting will be held via Teams or Zoom.

TASK 2. HOST CORE TEAM WORKSHOPS AND PUBLIC OUTREACH

At 3 months, 6 months, and 9 months from NTP

SWCA would assist the Core Team in facilitating up to three meetings lasting between 2 to 6 hours each. Core Team meetings will guide the planning process and build consensus among members.

During the first Core Team meeting (held virtually), SWCA would facilitate an overview of the CWPP process, identify and establish Core Team expectations, identify goals and objectives of the CWPP, discuss project schedule, and begin to document and discuss community hazards. The second meeting (held in person) would be convened to collaboratively develop risk reduction recommendations and would take the form of a full-day workshop. The third meeting would be convened (virtually) so that all parties can review and provide input on the draft CWPP deliverables.

SWCA would work with the GFR to promote and carry out two public meetings or community outreach events (in-person or virtual) designed based on community type, size, and demographics. This outreach would be used to engage local residents in the planning process, determine residents' perceptions of wildfire risk, identify tools that residents need to help them reduce their risk, and solicit feedback on proposed projects.

In addition to in-person engagement events, SWCA will work with the Core Team to develop materials to support education and outreach, and to solicit feedback from communities. This will include a printable and online community survey to be hosted on local agency websites and on the CWPP hub site and story map (Task 8), meeting flyers, content for social media posts, and two press releases to announce the CWPP at the start of the project and announce the CWPP draft for public review. SWCA will work with the Core Team and any public information staff to maximize dissemination of materials.

Assumptions

- The Core Team meetings will be a mixture of one in-person and two virtual meetings.
- The GFR will identify and secure a suitable venue for the in-person Core Team meeting at no cost to SWCA.
- SWCA would plan and host two public meeting/community outreach events.
- SWCA will send up to two team members to in-person public meetings or events.

- The GFR or Core Team will provide suitable venues for the public meetings/events at no cost to SWCA.
- SWCA has budgeted $1,000.00 for printed materials for public events.
- Core Team members will participate in public events in person whenever possible.

TASK 3. GATHER DATA

For first two months from NTP

SWCA would gather relevant data for the CWPP to assist with analysis. This process would utilize a combination of Esri software, Microsoft Office Suite applications, and simple JPEG imagery. Data would include spatial data layers as well as written documentation.

Assumptions

- Data will be provided to SWCA within 2 weeks of request.

TASK 4. ESTABLISH COMMUNITY BASE MAPS

Within 3 months from NTP

Working collaboratively with the Core Team, SWCA would establish community base maps for the CWPP. The maps would present information that includes, but is not limited to, land ownership boundaries, vegetated areas that may contain critical human infrastructure, community WUI areas at risk, forest and grassland areas at risk for large-scale fire disturbance, watershed boundaries, fire history and previous fuel treatments, topographic conditions, access roads, hazardous materials locations, and locations of major water sources and suppression resources. SWCA would discuss and develop WUI delineations to provide additional details to determine project prioritization.

Assumptions

- The Core Team will provide one round of comments and edits to the base maps, at which point they will be considered final.

TASK 5. DEVELOP A COMMUNITY RISK ASSESSMENT

Initiated 2 months from NTP. Completed within 6 months from NTP

SWCA proposes the following technical approach to complete a Quantitative Wildfire Risk Assessment (QWRA) throughout the GFR planning area. The QWRA is used to analyze the potential frequency, intensity and consequences of wildfire across the landscape, with specific focus within the wildland urban interface.

DETERMINE WILDFIRE FUELS HAZARDS AND MODEL FIRE BEHAVIOR

SWCA will produce wildfire behavior models that include baseline fuels data (the 40 Scott and Burgan Fire Behavior Fuel Models), which will be obtained from the most recent national LANDFIRE data. In conjunction with hazardous fuels data, elevation, slope, aspect, topographic features, and fire behavior analysis will be assessed. Accurate assessment of potential fire behavior will be achieved using fire behavior models housed within the Interagency Fuel Treatment Decision Support System (IFTDSS) (e.g., BehavePlus, random ignition (RANDIG) probability, and FlamMap Grids outputs) that help determine the potential fire behavior across the landscape. Outputs that may be evaluated include flame length, rate of spread, fireline intensity, landscape burn probability, and crown fire potential.

Fire behavior parameters will be modeled under worst-case weather and fuel moisture conditions while analyzing historic weather data. Additional spatial data from local and national resources, such as risk to potential structures, wildfire hazard potential, Potential Operational Delineations (PODs), Potential Control Lines (PCLs), and suppression

difficulty index will be integrated as necessary to address hazards and risks. Our risk assessment will include an analysis of the fuels within the project area as well as a fire behavior model derived from a combination of these data sets to further spatially delineate wildfire risk. Model results will be reviewed through discussions with the Core Team to ensure that results account for local fuels, topography, and fire history conditions.

ASSESS RISK OF WILDFIRE OCCURRENCE

The SWCA team is aware of recent fires that have occurred in the region and will provide a detailed analysis of the area's fire history and assess future ignition risk. This will include a discussion of the area's historic fire regime, including the broader fire regimes of surrounding ecosystems. SWCA will run the IFTDSS RANDIG model to determine the probability of wildfire across the GFR planning area. Parameters such as location, topography, ignition source, fuel, weather, and the shape, size, and severity of past wildfires will be incorporated into our analysis. **Our modeling procedure will produce a quantitative wildfire risk assessment that rates land and highly valued resources and assets as having a high, medium, or low risk of wildfire**. The assessment created for the GFR planning area will be used to prioritize areas for treatment recommendations.

IDENTIFY HOMES, BUSINESSES, AND ESSENTIAL INFRASTRUCTURE AT RISK

SWCA understands that the GFR is currently completing a project to gather parcel level wildfire hazard assessment data that will be incorporated into GFR wildfire mitigation tools at a later date. To avoid redundancy, SWCA will not carry out on-the-ground assessments of structural fire hazard as part of the CWPP. Should the GFR wish to contract SWCA for these services, SWCA can prepare a separate scope and cost.

Whenever possible, SWCA would look to incorporate hazard assessment data gathered by third party contractors into the CWPP. SWCA will coordinate this integration with the GFR based on available data. Using this information, SWCA would develop, through collaboration with the GFR, a list of mitigation strategies and treatments for reducing structural ignitability in the home ignition zone and around essential infrastructure and community values (e.g., natural and cultural resources deemed of importance to individual communities, such as critical wildlife habitat, recreational sites, places of historical significance, or environmentally sensitive areas) at risk.

FUEL TREATMENT PRIORITIZATION

SWCA would discuss with the GFR the identification of local priorities for recommended fuel treatment projects. Treatment locations would be prioritized based on the wildfire risk to WUI communities and essential infrastructure, ingress and egress routes, and existing fuel conditions and historic fire and weather patterns. Recommendations for wildfire mitigation would not only be based on existing conditions but would also address potential future conditions related to climate change and by incorporating input from local agency specialists. Various mechanical and prescribed fire hazardous fuel treatments would be discussed and evaluated based on their effectiveness for each vegetation type and for each land ownership in the WUI. An important component when determining fuel treatment procedures is to incorporate current mitigation practices that are already being implemented on federal, state, and private land. SWCA will depend on the Core Team to provide these datasets for inclusion in the document.

ASSESSMENT OF OTHER COMMUNITY VALUES AT RISK

SWCA would encourage community involvement through the public meetings described above to develop a list of community values at risk within or adjacent to the WUI that would be prioritized when formulating treatment recommendations.

In addition, using Core Team input and spatial data, SWCA will identify natural, cultural, and socioeconomic assets within or adjacent to the WUI. In addition to homes, businesses, and essential infrastructure, these may also include water supply infrastructure, protected habitat, recreational zones, agricultural lands, scenic areas, and historically

significant sites. Values at risk pertinent to the community (structure density, critical infrastructure, water supply locations, and life and safety concerns) will be mapped and incorporated into the QWRA and mitigation strategies to ensure the CWPP reflects local priorities and place-based knowledge.

FIREFIGHTING CAPABILITY AND WILDFIRE READINESS

The CWPP would include an analysis of existing firefighting capability and the community's current preparedness to respond to wildfire. The CWPP would provide recommendations for improving organizational firefighting capability and wildfire readiness, based on input from the Core Team and local firefighting personnel.

INTEGRATION

The CWPP would be designed to complement existing emergency management planning and federal and state fire management planning by providing an overview of local, state, and federal fire management across the GFR planning area and in adjacent areas. SWCA would ensure that the plan integrates with all existing fire management planning and hazard mitigation planning with assistance from the Core Team. SWCA would ensure that the CWPP is in close alignment and integration with plans from neighboring counties and municipalities. Through this process, SWCA would assess existing collaboration between federal, state, county, and local agencies to make recommendations for improved communication and cooperation and address any disconnectedness between entities.

Assumptions

- One QWRA will be delivered as a draft for calibration of the probability model outputs and any desired adjustments to Highly Valued Resources or Asset (HVRA) values and weights. Any additional changes or re-analysis will not be required.
- No major changes requiring additional data collection, analysis, or re-analysis will be needed after the QWRA is completed.
- Fire probability modeling will use the RANDIG model at a given fire danger level (high, very high, extreme) as well as wind speed and wind direction, which will be provided by the client.
- Wildland fire modeling will show structure risk to developments immediately adjacent to wildland fuels, but proposed models do not incorporate a structure ignition model or evaluate spread through urban environments. SWCA understands that the GFR is currently working on an urban fire spread model with a third party, and if those data and products are available during the development of the CWPP, SWCA will work with the GFR to integrate this information into the CWPP as available. In the event that those datasets are not available to SWCA, urban conflagration hazard can be addressed qualitatively in the CWPP text.
- The Core Team will provide one round of comments on the fire behavior models and all mapping products, after which SWCA will incorporate comments, and the products will be considered final.
- SWCA will not complete on-the-ground assessments under this contract. SWCA will develop a separate SOW and cost should the GFR wish to contract these services.

TASK 6. DEVELOP THE CWPP

Initiated 6 months from NTP, completed within 9 months from NTP (period from 9–12 months for review and finalization)

The tasks above would be used during the development of the draft CWPP. The draft would be provided to the Core Team for review periodically throughout its development.

DEVELOPMENT OF PRIORITIES AND RECOMMENDATIONS

The CWPP should be structured to align with the National Cohesive Wildland Fire Management Strategy (CWS) to facilitate increased integration with national fire policy and funding. The CWPP can be structured into the three main goals of the CWS in the following way:

1. **Resilient Landscapes**. The CWPP would focus on recommendations for fuel treatments throughout the GFR planning area.
2. **Fire-Adapted Communities**. The CWPP would focus on recommendations for actions to prevent structural ignitability and public education and outreach.
3. **Safe and Effective Wildfire Response**. The CWPP would focus on recommendations for actions that address fire-fighting capability and wildfire readiness.

ACTION PLAN AND ASSESSMENT STRATEGY

For each CWS goal, SWCA would work with the Core Team to develop recommendation matrices that serve as action plans for implementation. These matrices can be used by stakeholders to pursue project implementation and gain funding. The recommendation matrices will include project descriptions, priorities, methodology and approach, timelines for implementation, potential funding sources, and agency and stakeholder contacts.

DRAFT CWPP AND REVIEW

SWCA would prepare a draft CWPP for the Core Team for review and comment, in accordance with the project schedule. The draft CWPP would incorporate community priorities and recommendations.

The public would be invited to provide written comments on the draft document during a public review period.

Assumptions

- Time frames and deadlines are dependent on timely transfer of documents and geographic information system (GIS) files. SWCA assumes all review periods will be adhered to by Core Team members. Delays may trigger schedule and budget changes.
- No major changes will be requested to the format or content of the CWPP after the initial outline has been approved by the Core Team (at Core Team meeting 1).
- Core Team members will provide all review comments in the requested format (tracked changes within the shared Microsoft Word document).
- SWCA assumes there will be no more than 100 public comments on the Draft document.

TASK 7. COMPLETE THE FINAL CWPP

Anticipated 12 months from NTP

SWCA would provide the press-ready, professionally edited CWPP to the GFR, Core Team, and other interested parties in digital format only.

Assumptions

- Deliverables produced by SWCA under Tasks 1–7 will be sent to the Core Team for one round of comments. After comments have been incorporated by SWCA, the deliverables will be considered final.
- All deliverables will be in an electronic format, except for the printed materials for Core Team meetings or public meetings. All digital files will be delivered using SWCA's SharePoint software unless otherwise requested by the GFR.

- The GFR is responsible for gathering all required signatories for the CWPP.
- The project will be completed within 1 year of NTP.

TASK 8. STORY MAP, PARCEL-LEVEL/STRUCTURE PROTECTION PLANNER, & PROJECT TRACKING APPLICATION

Anticipated 14 months from NTP

Using the GFR CWPP content and spatial data provided by the GFR and other stakeholders, SWCA will develop several online tools to support and promote the CWPP document. These platforms will elevate the functionality of the CWPP and enhance stakeholder engagement in the planning process. SWCA is aware that the GFR is creating an ArcGIS Online hub site and SWCA will work with the GFR's GIS staff to ensure that pertinent CWPP content is incorporated into the hub site.

Deliverables will include a CWPP story map that will create a highly functional, easy-to-use interface to convey the technical and scientific content created during the CWPP update, a Parcel-Level Assessment and Structure Protection Viewer and Planner, and a CWPP Project Tracking System.

SWCA assumes that our GIS specialists would be provided access to an existing local ArcGIS Online account and that the story map would, therefore, originate and be maintained through GFR's account. Alternatively, SWCA can work with the GFR GIS staff to set up a collaboration between ArcGIS Online organizations. SWCA will work closely with the GFR GIS staff on the development of the story map to ensure streamlined data sharing. SWCA has experienced geotechnical developers and can work with the GFR to accommodate its preferences and needs.

CWPP STORY MAP

The story map serves as a place where residents and stakeholders can access project recommendations, interact with baseline mapping and risk assessment information, tell the story of the Greater Flagstaff Region fire history, and seek mitigation measures they can take in and around their properties. Additionally, the story map will notify the public about opportunities for involvement and comment submittal. The story map will be designed to be accessible and easily navigable by the public. The story map can host the digital copy of the CWPP document for review and house a comment submittal form during public review periods. The story map will house the fully executed final CWPP.

All online deliverables are developed with accessibility in mind, and therefore SWCA works with our technical development department to test the accessibility of the hub and story map and ensure content is compliant with the Americans with Disabilities Act.

- Example of a CWPP story map: Santa Clara County CWPP Story Map

PARCEL-LEVEL ASSESSMENT AND STRUCTURE PROTECTION PLANNER

SWCA is aware of the GFR's efforts in completing parcel-level assessments and structure protection based on the existing National Fires Protection Association (NFPA) and National Wildfire Coordinating Group (NWCG) processes. SWCA proposes the creation of a parcel-level and structure protection planner that will facilitate assessors in the planning of assessments. In addition to the planner, SWCA proposes the creation of a public assessment viewer to illustrate where in the GFR planning area parcels and structures have been assessed, planned to be assessed, or are not assessed. SWCA will work closely with the GFR to ensure that proprietary data is not shared on the viewer.

- Example of similar parcel level assessment viewer: Grand County Parcel Assessment Viewer

PROJECT TRACKING SYSTEM

The story map and GFR's hub site provides the ability to host SWCA's unique CWPP project tracking system, which is designed to provide real-time updates and the ability for multi-agency coordination and collaboration well after the completion of the CWPP update project. SWCA will work with the GFR to input any existing treatment history datasets into the tracker. The tracking system can be developed to provide internal access only (not public facing) with a password that can be shared with external cooperators provided by the GFR's ArcGIS Online. The system has the potential to operate with the following features:

- Project database
  - Project entries and sub-entries into the database
  - Funding tracking
  - Milestone and goal tracking
  - Project constraint/opportunity tracking
  - Project progress tracking
  - Agency delegation
  - Images or other files attached to project records
  - Spatially delineated project locations/working areas

To demonstrate progress to the public and stakeholders, the project tracking system also includes a public facing dashboard that documents project progress and milestones.

- Example of the Project Tracking System and Project Dashboard: https://cwpp-project-tracking-system-swcagis.hub.arcgis.com/

Assumptions

- SWCA staff will be granted access to the GFR's ArcGIS Online to create the story map. SWCA will collaborate with the GFR's GIS staff to secure an account.
- The ArcGIS Online products developed during Task 8 will be developed throughout the life of the contract, with final delivery estimated at 14 months from NTP in order to accommodate integration of the final CWPP deliverable.

COST ESTIMATE

Based on thoughtful consideration of the project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget not to exceed without client approval total of **$259,390** to complete the project as presented in the table below. The scope of services and cost estimate are based on our knowledge of the project, consultation with our technical experts, and experience with similar projects.

To accommodate project changes and scheduling, it is assumed that SWCA will be able to use the overall project funding and will not be held to phase and task limits so long as the overall budget is not exceeded. Because the work will be contracted through a cooperative purchase agreement under SWCA's existing Arizona Department of Administration environmental services on-call, this cost estimate is based on established rates and is subject to applicable special terms and conditions as stipulated under Contract No. CTR066941 (expiring July 31, 2028).

Table 1. Cost Estimate.

TASK	LABOR $	EXPENSES $	NTE TOTAL $
Task 1. Convene Kick-off Conference Call & Identify Core Team	$16,808	–	$16,808
Task 2. Host Core Team Workshops and Public Outreach	$51,957	$5,240	$57,197
Task 3. Gather Data	$20,126	–	$20,126
Task 4. Establish Community Base maps	$11,241	–	$11,241
Task 5. Develop a Community Risk Assessment	$20,934	–	$20,934
Task 6. Develop the CWPP	$55,562	–	$55,562
Task 7. Complete the Final CWPP	$39,551	–	$39,551
Task 8. Story Map, Parcel-level/Structure Protection Planner, & Project Tracking Application	$37,971	–	$37,971
PROJECT TOTAL	**$254,150**	**$5,240**	**$259,390**

Note: Costs are inclusive of project management and administrative labor.

Katie Hobbs
Governor

Elizabeth Alvarado-Thorson
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

1400 W. WASHINGTON ST., SUITE B200
PHOENIX, ARIZONA 85007
(602) 542-1500

July 28, 2023

Sent via email: jsterling@swca.com

SWCA Environmental Consultants
Jana Sterling, Vice President, Southwest
20 East Thomas Road, Suite 1700
Phoenix, AZ 85012
(928) 774-5500

Re: Award of Contract No. CTR066941 On-Call Environmental Services

Dear Ms. Sterling,

Congratulations on your award of contract CTR066941 On-Call Environmental Services. The initial contract term shall begin on **July 31, 2023**. Please submit your current Certificate of Liability Insurance to me by Monday, August 7, 2023.

The attached document is your fully executed contract and includes the following:

- Award letter
- Executed Offer and Acceptance
- Fee Sheet
- Supplier SOQ
- BPM005468 Solicitation

You are cautioned not to begin any work under the contract until you have been issued a Task Order and purchase order.

We look forward to working with you and if you have any questions regarding your company's contract, please contact me at crista.clevenger@azdoa.gov or (602) 489-9116.

Sincerely,

Crista J. Clevenger
Construction Procurement Manager

Attachment 1: Offer and Acceptance Form

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service and/or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status if checked below (No. 4).

SWCA, Inc., dba SWCA Environmental Consultants Company Name	Jana Sterling Signature of person authorized to sign
20 East Thomas Road, Suite 1700 Address	Jana Sterling, Vice President, Southwest Printed name and title
Phoenix, AZ 85012 City, State, ZIP	jsterling@swca.com Contact email address
(928) 774-5500 Contact Phone Number (Office)	(928) 607-9862 Contact Phone Number (Mobile)
KJ64MREJDNL1 Unique Entity ID (SAM #)	N/A ROC #(s)
86-0483317 Federal Tax Identifier (EIN or SSN)	0164638-7 State Tax Identifier

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465.
3. The Offeror 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 shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization __ **IS/** _x_ **IS NOT** a small business with less than 100 employees or has gross revenues of $4 million or less in prior FY.

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.

This Contract shall henceforth be referred to as Contract No. **CTR066941**.

The effective date of the Contract is **July 31, 2023**.

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, contact release document or written notice to proceed.

State of Arizona Awarded this 28 day of July, 2023

Procurement Officer Crista J. Clevenger

2023 LABOR CATEGORIES AND BILLING RATES

Environmental Consulting Services

Cultural Resources
Environmental Resources
Paleontology
Scientific Resources
Planning Resources
Graphics/Media Production
GIS/CADD Resources
Technical Writing/Editing
Training/Facilitating
Air Quality

Subject Matter Expert IV	$279.00	Specialist VIII	$150.00
Subject Matter Expert III	$255.00	Specialist VII	$140.00
Subject Matter Expert II	$230.00	Specialist VI	$130.00
Subject Matter Expert I	$219.00	Specialist V	$117.00
Specialist XII	$215.00	Specialist IV	$107.00
Specialist XI	$197.00	Specialist III	$97.00
Specialist X	$180.00	Specialist II	$85.00
Specialist IX	$161.00	Specialist I	$72.00
		Technician II	$60.00

Engineering and Special Services (Tier 1)

Subject Matter Expert IV	$280.00	Specialist X	$197.00
Subject Matter Expert III	$265.00	Specialist IX	$180.00
Subject Matter Expert II	$240.00	Specialist VIII	$161.00
Subject Matter Expert I	$230.00	Specialist VII	$150.00
Specialist XII	$230.00	Specialist VI	$140.00
Specialist XI	$215.00	Specialist V	$130.00
		Specialist IV	$117.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.

	Request for Qualifications Attachments & Response Forms Solicitation No. **BPM005468** Description: **ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES**	Arizona Department of Administration **General Services Division** 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

Attachments for BPM005468 On-Call ALTA Land Surveying & Environmental Services contains the forms that are to be submitted as part of the Offer when responding to this Solicitation. Unless stated otherwise, all pre-printed forms provided in this document shall be completed using the document provided according to the instructions as stated in the solicitation.

OFFEROR MAY SUBMIT MORE THAN ONE PROPOSAL. PLEASE INDICATE WHICH DISCIPLINE YOUR PROPOSAL IS BEING SUBMITTED FOR. UP TO 10 CONTRACTS CAN BE AWARDED FOR EACH DISCIPLINE.

☐ **LAND SURVEYING** ☒ **ENVIRONMENTAL**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE SOLICITATION BEFORE COMPLETING THESE FORMS AND SUBMITTING THE OFFER.

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APP Step-By-Step Guides and Quick Reference Guides are accessible on the APP website https://appstate.az.gov. Technical inquiries about submitting your offer in APP should be submitted to the APP Help Desk by phone at (602) 542-7600, option 1, or by email at app@azdoa.gov

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

Attachment 1: Offer and Acceptance Form

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service and/or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status if checked below (No. 4).

SWCA, Inc., dba SWCA Environmental Consultants Company Name	Jana Sterling Signature of person authorized to sign
20 East Thomas Road, Suite 1700 Address	Jana Sterling, Vice President, Southwest Printed name and title
Phoenix, AZ 85012 City, State, ZIP	jsterling@swca.com Contact email address
(928) 774-5500 Contact Phone Number (Office)	(928) 607-9862 Contact Phone Number (Mobile)
KJ64MREJDNL1 Unique Entity ID (SAM #)	N/A ROC #(s)
86-0483317 Federal Tax Identifier (EIN or SSN)	0164638-7 State Tax Identifier

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465.
3. The Offeror 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 shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization __ **IS/** _x_ **IS NOT** a small business with less than 100 employees or has gross revenues of $4 million or less in prior FY.

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.

This Contract shall henceforth be referred to as Contract No._____.

The effective date of the Contract is _____.

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, contact release document or written notice to proceed.

State of Arizona Awarded this _____ day of _____ 2023

Procurement Officer_____

Attachment 2-A: Offeror Information Questionnaire

Failure to fully address all information requested may cause the statement of qualifications to be determined non-responsive.

1. Describe the firm's and the proposed lead team member's previous design and construction administration experience for projects similar in size and scope to this project.

Company Overview

SWCA Environmental Consultants (SWCA), a 100% employee-owned S-Corporation established in Flagstaff, Arizona, in 1981 and now headquartered in Phoenix, Arizona, specializes in providing comprehensive environmental planning, regulatory compliance, and natural and cultural resources management services to businesses and governmental clients across the United States. We work to understand the full life cycle of each project, from its early inception to completion. In the face of rapid environmental, economic, and societal changes, SWCA provides a thorough approach to these ever-changing challenges. We apply our motto, **Sound Science, Creative Solutions,** to each of our projects, producing defensible technical results that ensure project success.

Environmental Services

- Phase I Environmental Site Assessments
- Waters of the U.S. (WOTUS) evaluations, including preliminary and approved jurisdictional determinations (JDs)
- Clean Water Act (CWA) Section 404 Permitting
- Biological evaluations (BEs), including Endangered Species Act compliance
- Native plant and noxious weed inventories
- In-house geographic information system (GIS) and data analysis support
- Unmanned aerial system, aka "drone," services
- Other various environmental planning, cultural resources, public involvement, and environmental compliance services

SWCA's dedicated team of qualified professionals provides a full suite of in-house environmental services in Arizona. Since our founding, SWCA has grown to more than 1,400 employees across 40 offices, including three offices in Arizona—Flagstaff, Phoenix, and Tucson. With SWCA's local team of environmental professionals and company-wide support, we are prepared for any scale of project and have the capacity and experience to successfully manage and complete multiple assigned tasks concurrently.

SWCA has supported more than 8,000 environmental projects across all 15 Arizona counties since our founding in 1981. We apply our high-level technical, scientific, and management expertise while managing multiple on-call contracts in Arizona. **We currently hold more than 80 master service agreements and 15 on-call contracts in Arizona,** including with the Arizona Department of Environmental Quality; the Arizona Department of Administration State Procurement; and local municipalities such as Pinal and Pima Counties, Phoenix (Street Transportation, Housing Departments), Tempe, Mesa, Chandler, Peoria, and Tucson. We are a qualified vendor for the Arizona Department of Administration. We understand the specific project needs and processes for Arizona State Land Department (ASLD) projects, including obtaining purchase orders, invoicing, and producing and submitting deliverables.

Hazardous Materials

SWCA has the experience and expertise needed to complete thorough Phase I environmental site assessments (ESAs) to identify the potential presence of contaminants on a given property. We have successfully completed hundreds of ESAs in locations ranging from uninhabited deserts and mountains to dense metropolitan settings in much of the United States. We have conducted internal classroom and field sessions on ESA field and writing techniques. Our ESA specialties also include performing Federal Aviation Administration Standard Phase I Environmental Due Diligence Audits for airport projects. We also apply the principles of ESAs to local and state Department of Transportation (DOT) projects. Our team of experts includes staff members with strong backgrounds in site assessment, hydrology, sampling protocols, and remediation technologies.

Biological and Natural Resources

Our expertise in biological and natural resources covers all aspects of regulatory assistance and compliance. In addition, our team provides environmental inspection and construction monitoring for Migratory Bird Treaty Act and other wildlife regulatory compliance support and postconstruction restoration inspection and monitoring. Many of our projects include surveys and/or consultations for southwestern willow flycatcher, yellow-billed cuckoo, Sonoran desert tortoise, and bird species protected under the Migratory Bird Treaty Act, including burrowing owls. We maintain the state and federal permits necessary for surveying for federally listed species. **These permits allow us to conduct species-specific protocol surveys on federal, ASLD, local municipality, and private lands**.

SWCA has completed vegetation management plans for compliance with a variety of requirements by agencies, including the ASLD, Bureau of Land Management (BLM), and local municipalities. Such plans can support the development of salvage plans, planting plans, and restoration plans for preconstruction permitting requirements, response to emergencies, and postconstruction rehabilitation projects. We have completed numerous native plant inventories for utility right-of-way applications on State Trust Lands for use in plant valuations using plot and 100% survey methodologies.

Our habitat assessment experience is extensive and wide ranging. The project areas we assess range in size from less than 1 acre to more than 5,000 acres, with land uses ranging from urban and suburban environments to open undisturbed desert and grassland habitats and everything in between.

Our typical scope of work for completing BEs includes biologist visits to the project area to document and describe vegetation types and other habitat features potentially important to listed or other special-status species. In addition, we record a list of dominant plant and animal species. Based on site reconnaissance and available sources of information on habitat requirements and distribution, we evaluate project areas for the potential presence of such species.

Team Experience

- Wildlife surveys
- Native plant surveys
- Special-status species surveys
- Site inventories and habitat assessments
- Ecological studies
- Vegetation management plans
- Facilitating meetings with stakeholders and federal agencies
- Biological assessments
- BEs
- Habitat conservation plans

Clean Water Act Services

SWCA has been assisting private- and public-sector clients with Clean Water Act (CWA) Section 404 compliance and permitting for decades, and we have the expertise and experience needed to help ASLD navigate the ever-changing CWA regulatory environment. Our water specialists have worked with ASLD personnel on completing and reviewing jurisdictional waters delineations on State Lands for various land development types, including land sales and solar lease sales. We have prepared numerous U.S. Army Corps of Engineers (USACE)-compliant documents, including waters of the U.S. (**WOTUS) evaluations; preliminary and approved jurisdictional determinations (JDs); significant nexus evaluations; watershed analyses; jurisdictional waters avoidance and minimization analyses; project-specific documentation of non-notifying Nationwide Permit coverage; preconstruction notifications; Section 404 Individual Permit applications with associated environmental assessments (EAs) and Section 404(b)(1) alternatives analyses; functions and services assessments; habitat management and mitigation plans; mitigation monitoring; and biological and cultural resources documentation in support of Section 404 compliance.** As the client's agent, we work closely with USACE project managers and other stakeholders to identify and resolve complex delineation and permitting issues and to develop the best strategy to obtain project authorization.

We work closely with the USACE to identify the limits of WOTUS through the agency's JD processes and to obtain authorization for Nationwide and Individual Section 404 Permits. We remain up to date on CWA regulations effective in Arizona by closely monitoring associated ongoing litigation and maintaining open communication with the USACE's Arizona Regulatory Branch; this helps us minimize regulatory delays. The definition of WOTUS is under review by the USACE and U.S. Environmental Protection Agency (EPA), and SWCA will continue to actively monitor agency notices to advise our clients of regulatory guidance changes as they occur and will proactively incorporate anticipated guidance to facilitate the USACE's review and determination without the need for significant revisions to project documentation.

Our qualified staff is also experienced with Arizona Department of Environmental Quality (ADEQ) Section 401 Water Quality Certification and Section 402 stormwater compliance processes. If needed, we can assist with Section 401 Water Quality Certification applications; State Surface Water Protection Program reviews; surface water quality sampling and monitoring; Arizona Pollutant Discharge Elimination System permitting; stormwater pollution prevention plan preparation and inspections; best management practices implementation, oversight, and inspections; preparation of spill prevention control and countermeasure plans and other environmental compliance management plans; and worker environmental awareness programs and training.

For CWA permitting compliance, public and agency outreach is commonly addressed through the USACE's and ADEQ's public notice processes. SWCA has worked closely with the USACE and ADEQ to facilitate preparation and distribution of public notices, respond to comments provided during the outreach process, and incorporate stakeholder feedback as appropriate.

Why SWCA

SWCA has the demonstrated expertise and experience needed to provide all the tasks and services requested in this request for qualifications (RFQ). The following sets SWCA apart from other firms offering environmental services:

- ✓ 40+ years of demonstrated success in Arizona
- ✓ Documented record of on-time and within-budget delivery of services
- ✓ Client-oriented services within a scientific research framework
- ✓ Multiple offices in Arizona from which additional subject expertise, field personnel, equipment, and local research can be drawn
- ✓ Offices that are connected virtually through the company intranet, which enables seamless data sharing among offices and with clients
- ✓ In-place, company-wide safety and quality assurance/quality (QA/QC) control programs
- ✓ A corporate accounting department familiar with the requirements of special-funding contracts and capable of providing the invoices and documentation required by clients
- ✓ Company employee ownership and a culture that allows us to attract and retain the best people. We care about your projects and are invested in finding the solutions you need to achieve your goals and objectives.

Why SWCA?

- We have provided environmental services in Arizona since 1981 and have strong relationships with local agencies' staff.
- With three offices in Arizona, we can mobilize quickly to meet project deadlines
- Our experienced team is committed to delivering the services requested for the life of the contract.
- Our team maintains up-to-date knowledge on all local regulations and understands the Arizona landscape and its resources.
- Our team is local; we understand the importance of preserving our resources and are passionate about completing this work within our community.

2. Create a three-column chart. In the first column, list the past project title, budget, and year completed (listing only past projects with similar scope and budget within the past seven years) the firm has been the lead design professional. In the second column of the chart, list the names of any proposed key personnel and subcontractor(s) (if any) "team member" identified for this project that performed services for the project in column one and the team member's role for the listed project. In column three provide best practices and lessons learned for each project.

Past Projects *(Within last seven years similar in size and scope.)*	*Proposed Key Personnel* *(Performing role on past project)*	*Best Practices and Lessons Learned*
Central Arizona Project (CAP) Trail EA in Pinal County, Arizona $142,912 2020–2022	Russell Waldron, CWA Section 404 Lead Victoria Casteel, CWA Section 404 Support Eleanor Gladding, Biology Lead Michael Standart, GIS Support	Effective coordination between SWCA, the client, and agencies and stakeholders can lead to lower costs and better solutions for the project. Bureau of Reclamation (Reclamation) biologists required the County to address wildlife corridor concerns at the Picacho Mountains. Initially, extensive design requirements were suggested. The design requirements would have made the project cost prohibitive for the County. SWCA and Reclamation engaged in deeper discussions for the non-motorized uses and their impact, workshopping scenarios to better understand outcomes. Through discussions with users, trail managers, and biologists, the project team successfully implemented a signage program mitigation measure to address the wildlife corridor potential impacts, reducing costs for the County while allowing the County to continue to manage and protect important environmental resources. SWCA coordinated these with the County's project engineering and design team.

Past Projects *(Within last seven years similar in size and scope.)*	*Proposed Key Personnel* *(Performing role on past project)*	*Best Practices and Lessons Learned*
Confidential Wind and Solar Development project in Coconino County, Arizona $1,675,191 2020–2022	Steve O'Brien, Phase I ESA Lead Russell Waldron, CWA Section 404 Lead Victoria Casteel, CWA Section 404 Support Eleanor Gladding, Biology Support	Maintaining close relationships with agency contacts is beneficial for remaining current on changes in regulatory guidance and procedures. SWCA maintains ongoing communication with USACE PMs, which facilitates staying up to date on the ever-changing CWA regulations and guidance. Additionally, SWCA coordinated with ASLD to identify the protocol for submitting WOTUS evaluation reports to the ASLD for review for a given project when needed (i.e., only if a JD request will be submitted to the USACE).
Confidential Development Project near Lake Havasu City in Mohave County, Arizona $48,888 2021	Victoria Casteel, Project Manager (PM) Steve O'Brien, Phase I ESA Lead	Collaboration between field staff across services and the use of drones for field data capture can provide significant cost savings during survey of large project sites. SWCA was able to combine the jurisdictional delineation, biological resources, and Phase I ESA field reconnaissance efforts to reduce mobilization costs. SWCA also used drone technology to capture aerial images of the 626-acre project site to supplement the field data, which reduced staff time in the field while allowing them to maintain the same high quality of data collection.

Past Projects *(Within last seven years similar in size and scope.)*	*Proposed Key Personnel* *(Performing role on past project)*	*Best Practices and Lessons Learned*
Shadow Canyon in Buckeye, Maricopa County, Arizona $39,274 2021–ongoing	Victoria Casteel, PM Russell Waldron, CWA Section 404 Lead	Early communication between the client and SWCA to ensure a full and agreed-upon understanding of the full scope of the project and area of potential affect (to include all areas of potential ground disturbance and construction access) has been key to avoiding the need for rework later in the project process and achieving successful delivery on schedule and under budget. Coordination with agencies and stakeholders during the planning process led to multiple changes in site design, layout, and access needs. SWCA coordinated closely with the project proponent throughout the planning process to identify the appropriate area of potential effect for the project. Once the area of potential effect was identified, SWCA team leads coordinated on field reconnaissance efforts across services (e.g., biological and CWA Section 404 efforts) to minimize field time and costs.

3. In Attachment 3-B. Provide key personnel by the name, title, and directly responsible person who will be engaged in the work. An individual may be identified for more than one project discipline, or multiple individuals named to one single discipline. Describe each Individual's specific qualifications and experience directly related to each type of Services proposed. Focus on the proposed individual's specific duties and responsibilities and how project experience is relevant to each type of proposed Services.

   Attachment 3-B is included with this submission.

Attachment 2-B: Experience and Organizational Profile

Failure to fully address all information requested may cause the bid to be determined non-responsive.

Firm Name	SWCA Inc., dba SWCA Environmental Consultants	**Year Established**	1981
Principal Address (Street, City, State)	20 East Thomas Road, Suite 1700 Phoenix, AZ 85012		
Years' Experience performing services similar in size and scope as required by this solicitation.			40
Years the organization has conducted business in the State of Arizona.			42

CONTRACT REPRESENTATIVES TO CONTACT

	Name	Title	Telephone Number	E-Mail Address
1	Jana Sterling	Vice President - Southwest	(928) 774-5500	jsterling@swca.com
2	Don Kelly	Senior Director - Southern Arizona	(480) 581-5354	donald.kelly@swca.com

THREE (3) PROJECTS COMPLETED BY FIRM SIMILAR IN SIZE AND SCOPE / REFERENCES

1	Client Company/Address	Contact	Begin Date	End Date
	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003	Melinda Jones	2015	Ongoing
		Phone Number	**Email Address**	
		(602) 495-5341	Melinda.Jones@phoenix.gov	

Services Provided Similar to Those Described in Solicitation

City Of Phoenix Housing and Urban Development (HUD) On-call Environmental Services

SWCA completes HUD environmental reviews in compliance with the National Environmental Policy Act (NEPA) for the City of Phoenix Neighborhood Services and Housing Departments On-Call contract. We have an experienced, dedicated local staff who respond quickly and efficiently to meet deadlines. Our staff also completes emergency reviews, which must be completed within 24 hours of assignment. Appointing a dedicated PM has streamlined our ability to complete these reviews; SWCA routinely assists the City of Phoenix and knows the applicable City codes, portal and software used for review submittals, and the necessary coordination with City and State departments.

Since 2015, SWCA has assisted the City of Phoenix in developing NEPA reviews (including categorical exclusions and EAs) for HUD-funded projects in Phoenix. These projects range in complexity and thus require a nimble PM with a deep bench of specialists. To date, SWCA has completed more than 550 assignments under this contract. Collectively, the SWCA HUD team has completed more than 1,400 assignments for the City since 2010.

2	Client Company/Address	Contact	Begin Date	End Date
	Water Infrastructure Finance Authority of Arizona (WIFA)	Lindsay Jones	March 2021	July 2021
		Phone Number	**Email Address**	
		(602) 364-1324	ljones@azwifa.gov	

Services Provided Similar to Those Described in Solicitation

WIFA City of Somerton Water System Improvements Project

The City of Somerton Water System Improvements Project involved installing a 10-inch and a 12-inch water main extension along roadways between Cesar Chavez Avenue along Jefferson Street and the proposed Avenue F ¼ alignment and Main Street (U.S. Highway 95) to develop approximately 55 acres of undeveloped City-owned land and adjacent Yuma Union School District–owned land. The Proposed Action requested funds from the Drinking Water State Revolving Fund (DWSRF) administered by WIFA and therefore was subject to WIFA's National Environmental Policy Act (NEPA)–like environmental review process. SWCA prepared an Environmental Information Document (EID) for the project following WIFA's template to ensure environmental compliance.

SWCA is an approved vendor for WIFA and regularly prepares EIDs for projects that receive funding from the DWSRF via WIFA. The EIDs provide an environmental review of the project area to identify environmental resources (e.g., biological, water, and cultural resources) in the project area, potential project impacts, and mitigation measures to avoid or minimize any adverse impacts.

3	Client Company/Address	Contact	Begin Date	End Date
	Pinal County Open Space & Trails P.O. Box 2973 Florence, AZ 85132	Kent Taylor	August 2020	March 2022
		Phone Number	**Email Address**	
		(520) 509-3555	kent.taylor@pinal.gov	

Services Provided Similar to Those Described in Solicitation

Central Arizona Project (CAP) Trail

SWCA supported Pinal County in developing 40 miles of non-motorized trail as a segment of the CAP Trail, which is intended to be incorporated into the national recreation trail system eventually. The trail would be located on federal, state, and county-owned land adjacent to the CAP, with U.S. Bureau of Reclamation as the lead federal agency. Because the project involved four agencies (CAP, Reclamation, the Central Arizona Water Conservation District, and ASLD) and multiple stakeholders (City of Coolidge, recreation groups, and equestrian groups), SWCA developed and maintained a centralized SharePoint site, wherein the agencies and Pinal County could interactively review documents, comments, and schedules and receive results in real time. SWCA provided monthly progress reports and held monthly project meetings to share project concerns, ensuring that meeting project development milestones stayed on track.

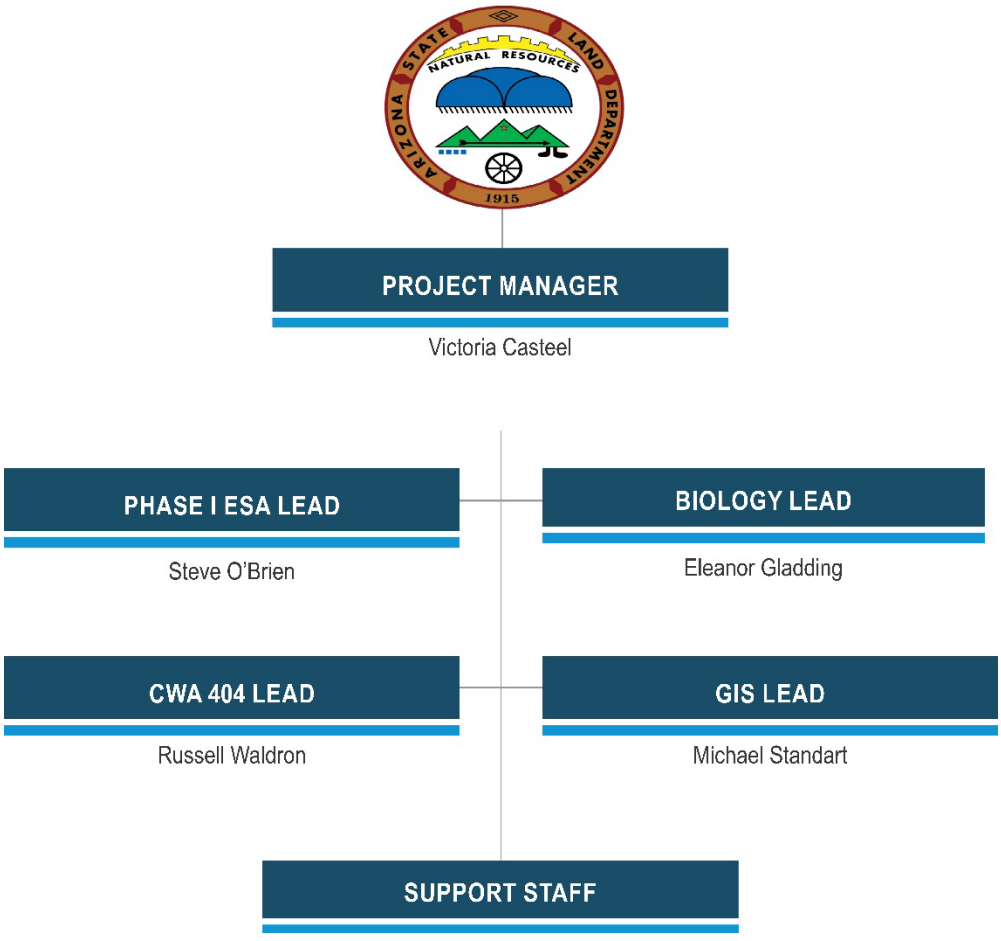
The SWCA team supported Pinal County during the entire NEPA process under the direction of Reclamation. SWCA developed a mailing list and public scoping flyers and maps and worked with local libraries and newspapers to provide project information to stakeholders. SWCA worked closely with Reclamation specialists on sensitive resource issues, including researching Pima and Pinal Counties comprehensive plans; the City of Coolidge's general plan; and land use, wildlife corridors, and cultural resources sites. In addition, we coordinated these resource issues with Pinal County's project engineering and design team, where a trailhead was redesigned to address resource impacts. SWCA produced a biological evaluation, a cultural resources report, an EA, a finding of no significant impact, and an administrative record for the project.

Attachment 3-A: Method Proposal

(Method of Approach)

Response must demonstrate your comprehension of the objectives and services of this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ). Firms shall provide responses directly below the numbered questions in this attachment.

1. Substantiate how your team can most effectively undertake the requirements and responsibilities associated with the on-call professional services for the state of Arizona and your proposed team's understanding of this scope of services by:
   a) Providing an organizational chart clearly identifying the lines of authority.



b) Describing your current workload and availability of designated team staff (including Sub-Consultants). Indicate the relationship of the work in this RFQual to the firm's other current projects.

Staff availability and responsiveness are critical elements to consider when managing and completing work on a tight schedule for multiple projects simultaneously. We have permanent in-house staff members who can fully support the work for the duration of this contract. We will be available to respond to and complete task orders and provide advice when requested, help develop cost-efficient scopes of work, and identify potential environmental constraints and opportunities as needed. Our team of full-time, permanent SWCA employees can quickly fulfill any requests, even on extremely short notice. Additionally, our staff seamlessly integrates with other offices, enabling us to provide extra support. With a large team of hundreds of professionals, we are capable of tackling projects with tight deadlines or requiring specialized expertise for CWA, Phase I ESA, and biological resources due diligence tasks such as those mentioned in the RFQ, as well as many other environmental services not mentioned in the RFQ. SWCA currently provides environmental services such as the due diligence tasks in the RFQ for a wide range of projects.

The following chart may be utilized to show current workload of proposed team members. Additional lines may be added as needed.

Project Team Member	Current Workload	Commitment (%)	Total Availability (%)
Victoria Casteel, PM			
	Various WIFA on-call projects	10	30
	Confidential line siting and certification of environmental compliance project	10	
	Salt River Project Roosevelt Dam Habitat Conservation Plan Amendment and Incidental Take Permit EA Project	15	
	Miscellaneous confidential environmental planning and water resource projects	35	
Steve O'Brien, Phase I ESA Lead			
	Confidential projects	65	25
	Marketing and proposals	10	
Eleanor Gladding, Biology Lead			
	Confidential projects	30	30
	Miscellaneous projects	40	
Russell Waldron, CWA Section 404 Lead			
	Waha Baja Pipeline Services	10	30
	Miscellaneous water resource projects	30	
	Business development and staff development for miscellaneous projects	30	

Project Team Member	Current Workload	Commitment (%)	Total Availability (%)
Michael Standart, GIS Lead			
	Confidential projects	80	15
	Administrative support	5	

2. Describe your proposed team's general approach to managing on-call projects of various sizes and complexity meeting the requirements as stated in the Statement of Work Section.

SWCA is able to successfully manage a variety of projects simultaneously by establishing a main SWCA point of contact and skilled team leads for all ASLD on-call projects, maintaining open communication with ASLD at all times, developing a project management plan for each project, and collaborating internally with team leads and staff on an ongoing basis until each project is complete. Our team knows ASLD's staff and understands ASLD's unique project needs and processes.

SWCA has the capacity and experience to successfully conduct and complete multiple projects simultaneously. Our specialists often have overlapping areas of expertise and can quickly fulfill most requirements, even on extremely short notice. Led by PM Victoria Casteel, our team is fully prepared, qualified, and capable of performing Phase I ESAs and providing CWA support and biological resource services in-house for projects that range in size and complexity. Any additional services needed (e.g., Phase II ESAs) will be subcontracted as needed and overseen by the SWCA PM.

SWCA's project management approach recognizes that clear, effective communication is key to the success of each project. Our communication style is direct and to the point, with clear protocols in place about how, when, and with whom we communicate. SWCA PM Victoria Casteel will manage all SWCA communication with ASLD, with support from the SWCA Team Leads and our Project Controls Program, as appropriate. SWCA will not contact other state or federal agencies (e.g., State Historic Preservation Office, USACE), unless directed by ASLD.

At the start of every project, Ms. Casteel will coordinate with ASLD staff to develop a project management plan that

- ✓ identifies team members from ASLD and SWCA and reviews roles and responsibilities;
- ✓ establishes a communication plan;
- ✓ identifies the project scope and associated environmental tasks;
- ✓ establishes schedule milestones;
- ✓ identifies short-term action items;
- ✓ details the protocol for submittals, review periods, and approval of deliverables; and
- ✓ establishes a process for information flow.

Once the project management plan is in place, the SWCA PM, in collaboration with team leads, will oversee the preparation and successful completion of all deliverables on time and on budget.

3. Once the State has accepted the Design schedule, demonstrate how your firm will manage and maintain the schedule dates.

   The SWCA PM, with assistance from SWCA Project Controls personnel, will oversee on-call contract administration and will track our schedule and budget for each project. SWCA uses Smartsheet with Resource Management and Microsoft Project software to track field visits, reporting milestones, deliverable due dates, and other aspects of project schedules. Throughout the life of the on-call contract, SWCA's PM will maintain regular communication with ASLD to provide schedule updates for each project and ensure on-time completion of deliverables.

   SWCA will continue to provide deliverables to ASLD within expected time frames by maintaining multiple staff members with the capability and capacity to start work on assignments as needed. SWCA will ensure that deliverables are received on time by making sure that staff is available at any time to complete tasks, training additional staff as necessary, and through regular communication with ASLD staff.

   SWCA will ensure that at least one member of the project team, typically the SWCA PM, is always available to monitor emails and receive task assignments under this contract. The SWCA PM will follow up with team leads and other staff to relay project information and task assignments, schedule a site visit (if necessary), and ensure that tasks are completed in the ASLD-required timeframe. All tasks under this on-call contract will be entered into and tracked in a project file by the SWCA PM. The PM will be responsible for ensuring that all deliverables are completed within the required timeframes and that ASLD is notified of any issues affecting the delivery date or the overall projects.

4. List standard turn-around time for design requests/changes, RFI's, submittals, and differing situations that may impact time constraints.

   SWCA is proposing to provide environmental services but often accommodates changes in project design, requests for information, and other requests from clients during the planning process. Typical turn-around time for submittals for environmental due diligence tasks is generally 1 to 2 months but varies depending on the environmental scope (e.g., one task or multiple tasks), the complexity of the project, and the presence or absence of sensitive resources. When changes to project design occur, SWCA often can provide revised documents and/or requested information in less than 1 week, particularly if no additional fieldwork is needed.

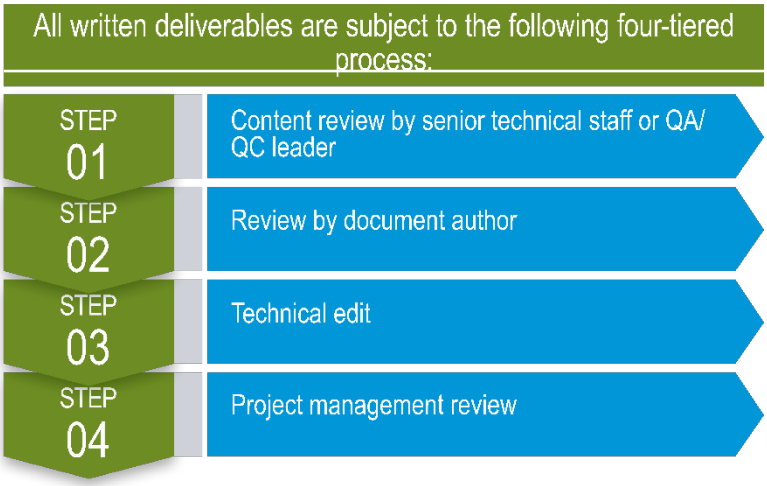
5. Detail your firm's quality control process related to specific plans, specifications and construction documents.

   SWCA's internal QA/QC procedures are a key part of any project and are designed to provide ASLD with the highest quality service and deliverables by ensuring that our projects are managed efficiently; our fieldwork is completed correctly; and work products are technically accurate, defensible, and comprehensive for each required task. QA/QC starts at the beginning of each project with a clear understanding of the scope of work and related requirements and carries through the project to data collection and production of deliverables.

   Before project work begins, Ms. Casteel will provide staff with instructions regarding the scope of work activities and meeting applicable requirements and then will oversee fieldwork, data analysis, and document preparation efforts. SWCA provides technical editing and graphics services to ensure that all documents are accurate, consistent, logical, and well presented. We excel at preparing documents for audiences ranging from technical experts to the general public.

All deliverables, including reports, will go through our QA/QC process, including a review by the SWCA PM before submittal to ensure that all deliverables are of the highest quality. ASLD comments on the draft deliverables will be incorporated into the final deliverables for ASLD records and/or agency submittal when applicable. SWCA administrative staff members will produce the final report, ensuring high-quality reproduction, consistency, cost-effectiveness, electronic archival storage, and proper transmittal to ASLD.

When an author has drafted a resource section or specialist report, the draft will proceed to content review—the first step of the document QA/QC process. The content review will focus on scientific rigor to ensure the document satisfies required regulations and/or meets applicable standards and guidelines. In addition, the review will focus on document organization and flow, the logic of any arguments or conclusions, and the internal consistency of the discussion. Content review will be conducted by an expert with knowledge of the project and the technical material covered in the deliverable. Documents will not be submitted for content review until they are complete, with all necessary data, analysis, and references.



The second step, review by the document author, will focus on incorporating changes and addressing comments based on content review. This ensures that changes are consistent with the author's understanding of the resource and impacts and that the document is written in one voice. The second step also provides an opportunity for the author to clarify language as necessary to create optimal readability and the most rigorous analysis.

Technical editing—the third step—will focus on clarity of writing, technical logic, grammar, spelling, format, adherence to project writing guidelines, and editorial consistency. An SWCA technical editor will conduct this review using the appropriate style guide and will collaborate with authors to make necessary changes in reviewed documents.

Focusing primarily on the overall accuracy of the document and its relevance to the project, the fourth step in the process is project management review. Other components of project management review, to be completed in conjunction with project QA/QC leader reviews, will include the appropriateness of tone, clarity of communication, and completion of project requirements.

6. Does your firm have Procore Project Management Software usage experience?

   No; as an environmental firm, we rely on other project management software such as SmartSheet and Microsoft Project.

7. Does your firm use dimension on the construction drawings? Explain your firm's design plans between scaling and dimensioning on Design drawings.

   SWCA proposes to provide environmental services; therefore, this question does not apply. However, our GIS staff routinely works with engineers to provide data in engineering scales and dimensions to accurately display locations of sensitive resources.

8. Are you able to put the pictures on the drawings with notes regarding tie-in points and locations?

   SWCA proposes to provide environmental services; therefore, this question does not apply. However, our GIS staff routinely works with engineers to provide data in engineering scales and dimensions to accurately display locations of sensitive resources.

Attachment 3-B: Key Personnel Proposal

Key Personnel LIST

OFFEROR NAME: **SWCA Environmental Consultants**

Instructions: Answer all questions thoroughly in the spaces provided. This form shall be completed for each key personnel involved in performance of this contract. A separate resume (maximum one (1) page) may be included using the second page of this Attachment. The resume is to be used to supply relevant information pertaining to the performance of this contract and is to be supplemental to the information below and is not to be used to replace this form.

VICTORIA CASTEEL

Employee Name

Current Information

Position Currently Held in Firm: Project Environmental Planner	
Years With Firm: 3	**Years in Current Position:** 3
Role Under this Contract: PM	
Years' Experience in Role Under This Contract: 17	**Hours per Week of Employee's Time Dedicated to This Contract:** 12
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. No; 30% of Ms. Casteel's time will be dedicated to this on call, as needed.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Ms. Casteel will serve as the on-call PM and as CWA Section 404 subject matter expert on select projects as needed. She will be responsible for providing client support, overseeing field crews, and ensuring that accurate and high-quality deliverables are provided on time and under budget.	
Describe the key personnel's experience in performing the services required by this contract. Ms. Casteel has more than 17 years of experience in project management, environmental planning, and water resources evaluations and permitting support. She provides guidance, agency coordination, and technical expertise to ensure environmental compliance for her clients on various projects throughout the state of Arizona. She regularly coordinates with agencies, including the USACE, to attain JDs and permit approvals for agency and private project applicants for a wide range of transportation, infrastructure, mining, commercial, and residential projects. Ms. Casteel has completed various state and federal environmental clearance documents and obtained permit approvals for a diverse group of clients, including Arizona Public Services, Pinal County, the Arizona DOT, the BLM, Salt River Project, numerous city governments, and a variety of private developers. She has managed projects throughout the state of Arizona, including many within Pinal County and the city of Casa Grande.	
List the key personnel's job-related training and education. B.S. Environmental Water and Resource Economics, University of Arizona College of Agriculture & Life Science Project Management Bootcamp USACE Wetland Delineation Training Program Certification Qualified Preparer of Stormwater Pollution Prevention Plans (QPSWPPP) Qualified Compliance Inspector of Stormwater (QCIS) SWCA Annual Safety Core and Field Safety Trainings Basic First Aid and Heartsaver AED Training	

OFFEROR NAME: **SWCA Environmental Consultants**

STEVE O'BRIEN

Employee Name

Current Information

Position Currently Held in Firm: PM	
Years With Firm: 15	**Years in Current Position:** 14
Role Under this Contract: Phase I ESA Lead	
Years' Experience in Role Under This Contract: 23	**Hours per Week of Employee's Time Dedicated to This Contract:** 10
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. No; 25% of Mr. O'Brien's time will be dedicated to this on call, as needed.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Mr. O'Brien would serve as the Phase I ESA Lead, providing subject matter expertise and team oversight for Phase I ESA tasks, and he may serve as a PM for SWCA, as needed. He will ensure compliance with ASTM International standards, coordinate the contract scope and PMs, and ensure the production of high-quality deliverables.	
Describe the key personnel's experience in performing the services required by this contract. Mr. O'Brien is a senior environmental specialist with 23 years of experience in environmental consulting and technical writing, including 20 years of extensive experience performing Phase I ESAs. He leads SWCA's nationwide Phase I ESA specialists work group and is an integral part of SWCA's NEPA team. He has completed numerous ESAs in a variety of locations, from uninhabited deserts and mountains to dense metropolitan settings in 29 states and Guam and from tiny parcels to 800-square-mile assemblages, including numerous wind and solar energy sites, oil and gas sites, EPA superfund sites, and Department of Defense sites. He teaches SWCA staff to conduct ESAs, with a focus on field and reporting techniques, and has been an expert witness for ESA cases.	
List the key personnel's job-related training and education. B.A. Biology / Chemistry, Gettysburg College Hazardous Materials Initial Site Assessment; Texas DOT; 2014, HAZWOPER 8 Hour Annual Refresher Course; OSHA Campus 360training Corporate Headquarters; 2009 Environmental Site Assessments for Commercial Real Estate; ASTM; 2000 401 Express Permitting; North Carolina Department of Water Quality; 2003 Stream And Surface Water Identification for Riparian Applications; North Carolina Department of Water Quality; 2003 Wetland Assessment and Delineation; North Carolina State University; 2004 Water Supply Watershed Protection SeminarNorth Carolina; WSWPP; 2001 U.S. EPA Watershed Training Certificate; EPA; 2006 Applied Fluvial Morphology (Rosgen Level I); Dave Rosgen; 2006 Hazardous Waste Operations and Emergency Response (HAZWOPER) 40-Hr; 1996–Present River Morphology and Applications (Rosgen Level II); Dave Rosgen; 2006 Project Management Bootcamp; PSMJ Resources, Inc.; 2009	

OFFEROR NAME: **SWCA Environmental Consultants**

ELEANOR GLADDING

Employee Name

Current Information

Position Currently Held in Firm: Senior Biologist	
Years With Firm: 22	**Years in Current Position:** 15
Role Under this Contract: Biology Lead	
Years' Experience in Role Under This Contract: 32	**Hours per Week of Employee's Time Dedicated to This Contract:** 12
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. No; 30% of Ms. Gladding's time will be dedicated to this on call, as needed.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Ms. Gladding will serve as the Biology Lead, providing subject matter expertise and team oversight for biological resources tasks, and she may serve as a PM for SWCA, as needed. She will ensure compliance with all applicable biological resources laws and regulations, coordinate with the contract and PMs, and ensure the production of high-quality deliverables.	
Describe the key personnel's experience in performing the services required by this contract. Ms. Gladding brings more than 32 years of experience as a herpetologist and ecologist. Her areas of expertise include endangered species habitat studies, revegetation planning, species-specific surveys, noxious weed issues, and wildlife-habitat relationships. She is adept at identifying plants and animals, their habitat, and signs of presence. She is also skilled at writing technical and non-technical reports and conducting the extensive literature research that accompanies writing at the professional level. Her duties as a biologist include study design, field studies and special-status species surveys, and report writing and editing.	
List the key personnel's job-related training and education. B.S. Biology, E: Ecology; Berry College; Rome, Georgia M.S. Biology, E: Herpetology; University of Central Florida, Orlando Trained Airport Wildlife Biologist Project Management Bootcamp; PSMJ Resources, Inc.; 2005 Biological Assessment Workshop; U.S. Fish and Wildlife Service; 2004 Cactus Ferruginous Pygmy-Owl Training; 2000 and 2003 Chiricahua Leopard Frog Survey Training; U.S. Fish and Wildlife Service; 2014 and 2018 Introductory Fire Training (S190) for Prescribed Burning and Wildfires; 1994 Invasive Plant Inventory and Survey Methods for Land Managers Web Seminar Series; 2009 Southwestern Noxious/Invasive Weed Short Course; 2007 Southwestern Willow Flycatcher Survey Training; 2001	

OFFEROR NAME: **SWCA Environmental Consultants**

RUSSELL WALDRON
Employee Name

Current Information

Position Currently Held in Firm: Senior Natural Resources Team Lead	
Years With Firm: 29	**Years in Current Position:** 10
Role Under this Contract: CWA Section 404 Lead	
Years' Experience in Role Under This Contract: 29	**Hours per Week of Employee's Time Dedicated to This Contract:** 12

Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract.
No; 30% of Mr. Waldron's time will be dedicated to this on call, as needed.

Identify the primary function(s) of the key personnel in performing the services required by this solicitation.
Mr. Waldron will serve as the CWA Section 404 Lead, providing subject matter expertise and team oversight for CWA Section 404 tasks. He may also serve as a PM for SWCA as needed. He will be responsible for remaining up to date on CWA regulatory guidance and applicable laws, regulations, and permit requirements; overseeing research content; and ensuring reports meet or exceed professional standards.

Describe the key personnel's experience in performing the services required by this contract.
Mr. Waldron is a scientist and senior natural resources team lead in SWCA's Tucson, Arizona, office. He has more than 29 years of experience in biological resources consulting, with an emphasis on federal, state, and local environmental regulations compliance. He has completed and overseen numerous native plant inventories and jurisdictional delineations of WOTUS on State Land parcels for ASLD review. Mr. Waldron has developed an understanding of the requirements of the ASLD for utility right-of-way leases, solar lease sales, and other land sales during his long tenure at SWCA. He has extensive experience with the Arizona Department of Agriculture, the BLM, and other federal agency environmental regulations and policies, as well as CWA and Endangered Species Act compliance.

List the key personnel's job-related training and education.
B.S. Business Administration; University of Arizona, Tucson; 1986
B.S. Renewable Natural Resources; University of Arizona, Tucson; 1994
FERC Environmental Compliance and Regulatory Overview and Guidance Seminar; Federal Energy Regulatory Commission; 2008
Mine Safety and Health Administration Certification; Arizona State Mining Inspector and McCarren Enterprises; 2007–2014
USACE Wetland Delineation and Management Program; Richard Chinn Environmental Training, Inc.; 2006
Project Management Bootcamp; PSMJ Resources, Inc.; 2002

OFFEROR NAME: **SWCA Environmental Consultants**

MICHAEL STANDART

Employee Name

Current Information

Position Currently Held in Firm: Geospatial Sciences Team Lead	
Years With Firm: 5	**Years in Current Position:** >1
Role Under this Contract: GIS Lead	
Years' Experience in Role Under This Contract: 11	**Hours per Week of Employee's Time Dedicated to This Contract:** 6
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. No; 15% of Mr. Standart's time will be dedicated to this on call, as needed.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Mr. Standart will serve as the GIS Lead, providing support for project-specific data analysis and mapping needs.	
Describe the key personnel's experience in performing the services required by this contract. Mr. Standart is a GIS application specialist who provides advanced GIS support for SWCA offices across the nation. His GIS expertise includes automation with python programming, advanced cartographic design, model builder, and online GIS solutions. With a strong background in automation and cartography. Mr. Standart provides support by facilitating more efficient workflows with automation, effective cartographic products, and better ways to access data online. He has created mapping products and spatial analysis for a variety of projects, including mines, transmission lines, community developments, solar/wind farms, and private developments.	
List the key personnel's job-related training and education. B.A. Geography; Arizona State University Geographic Information Science Certificate; Arizona State University ESRI Desktop 9.0; City of Mesa Planning Department; 2012	

Key Personnel Resumes

(Insert resumes here)

VICTORIA CASTEEL, B.S., CONTRACT MANAGER / PROJECT MANAGER

Victoria Casteel serves as a project manager, environmental planner, and Clean Water Act (CWA) specialist in SWCA Environmental Consultants' (SWCA's) West region. She has over 17 years of experience in environmental and water resources, with a specialty in CWA compliance. Victoria provides guidance, agency coordination, and technical expertise to ensure environmental compliance for her clients for a wide range of project sites throughout the state of Arizona. She is proactive and responsive to her clients' needs while preparing a variety of documents, such as CWA Section 404 jurisdictional delineations, Nationwide Permit (NWP) and Individual Permit applications, Section 401 Water Quality Certification applications, Section 402 Stormwater Pollution Prevention Plans (SWPPPs), National Environmental Policy Act (NEPA) documentation, and decision files/administrative records.

YEARS OF EXPERIENCE

17

EXPERTISE

Environmental project management

Water resources/CWA compliance

Environmental planning/permitting

NEPA compliance

EDUCATION

B.S., Environmental Water and Resource Economics; University of Arizona College of Agriculture & Life Science; 2005

Graduate coursework, Donald Bren School of Environmental Science and Management; University of California, Santa Barbara; 2005

REGISTRATIONS / CERTIFICATIONS

Qualified Preparer of SWPPPs/ Qualified Compliance Inspector of Stormwater; 2022

Certified Wetland Delineator; USACE; 2009

TRAINING

Project Management Bootcamp

Basic First Aid and Heartsaver AED Training, American Red Cross; 2022

Annual Safety Core and Field Safety Trainings, SWCA; 2023

SELECTED PROJECT EXPERIENCE

Shadow Canyon; Forestar (USA) Real Estate Group Inc.; Buckeye, Maricopa County, Arizona. This residential development project involved private and Arizona State Trust lands. SWCA completed a biological evaluation, native plant inventory, cultural resources survey and report, CWA Section 404 jurisdictional delineation (JD) request, and NWP preconstruction notification. *Role: Project manager and water resources specialist. Served as the project manager, managed field staff, and prepared the waters of the U.S. (WOTUS) memorandum, JD request, and NWP preconstruction notification in compliance with U.S. Army Corps of Engineers (USACE) guidance. Coordinated with the Arizona State Land Department regarding their review of the JD and issuance of the agent authorization letter and coordinated with the USACE to obtain the preliminary JD and NWP verification for the anticipated project impacts.*

Central Arizona Project (CAP) Trail Environmental Assessment; Pinal County Open Space and Trails Department; Pinal County, Arizona. SWCA supported Pinal County with their proposed development of 39.2 miles of non-motorized trail as a segment of the CAP Trail. The project includes construction and operation of a non-motorized, multi-use recreational trail and trailheads within Pinal County. The project is located on federal, Arizona State Trust, and county-owned lands adjacent to the CAP. SWCA supported the NEPA process and completed biological, water, and cultural resource surveys and reporting for the federal and state lands. *Role: Water resources specialist. Prepared the WOTUS memorandum in compliance with USACE guidance.*

Confidential Solar Energy Facility; Confidential Client; Coconino County, Arizona. CONFIDENTIAL. *Role: Water resources specialist. Conducted a field survey for potential WOTUS on more than 9,000 acres and prepared an aquatic resources memorandum. The survey area was in an undeveloped area northwest of Flagstaff and included numerous ephemeral swales, but no potentially jurisdictional WOTUS were identified.*

Water Infrastructure Finance Authority of Arizona (WIFA) Town of Queen Creek Environmental Information Document (EID); WIFA; Queen Creek, Maricopa County, Arizona. SWCA provided the Town of Queen Creek with an EID and completed associated environmental studies in support of its application for federal and state funding sources. *Role: Water resources specialist. Completed the water resources review and summary for the EID, including a review of available data on surface and groundwater quantity and quality.*

STEVE O'BRIEN, B.A., PHASE I ENVIRONMENTAL SITE ASSESSMENT LEAD

Steve O'Brien is an environmental professional in SWCA Environmental Consultants' (SWCA's) Phoenix, Arizona, office. He has 27 years of experience in environmental consulting and technical writing, including 23 years of extensive experience performing Phase I environmental site assessments (ESAs) and is an integral part of SWCA's National Environmental Policy Act (NEPA) team. He has conducted numerous ESAs in a variety of locations, from uninhabited deserts and mountains to dense metropolitan settings in 42 states and Guam, from tiny single parcels to 900-square-mile assemblages, including many dozens of large wind and solar sites in 32 states. His projects also include oil and gas fields, reclaimed coal mines and landfills, Superfund sites, and Department of Defense sites. Steve's specialties include using ASTM International Standard 2247-16 for large-scale projects, performing Federal Aviation Administration (FAA)–Standard ESAs for airport projects, and applying the principles of ESAs to environmental baseline surveys (EBSs) for Department of Defense sites and classification of environmental condition of property area types. He mentors Phase I ESA field and reporting staff and has taught classroom and field sessions. Steve is experienced in soil mapping, wetland delineations, habitat assessments, permitting, protected species, and stream morphology assessments. He also has extensive plant, soil, and hydrology fieldwork experience in locations from coastal marshes to deserts to sites high in the Rocky Mountains.

YEARS OF EXPERIENCE

27

EXPERTISE

Large-scale Phase I ESAs (2247-16)

Commercial Phase I ESAs (1527-21)

Hazardous Waste Operations and Emergency Response (HAZWOPER)

Wetland delineation and hydric soils

Clean Water Act Section 404/401 permitting

EDUCATION

B.A., Biology and Chemistry; Gettysburg College, Gettysburg, Pennsylvania; 1994

REGISTRATIONS / CERTIFICATIONS

Environmental Professional, per 40 Code of Federal Regulations 312.10(b); Environmental Protection Agency

SELECTED PROJECT EXPERIENCE

150 Acres of Arizona State Land Department (ASLD) Land Along Lake Havasu; Desert Land Group; Mohave County, Arizona. SWCA completed a Phase I ESA in support of ASLD Application No. 53-123046150 for acres of land along the eastern shore of Lake Havasu (Colorado River), southwest of Lake Havasu City. *Role: Environmental Professional and Phase I ESA project manager. Oversaw field crew and coordination, conducted research, authored reports, conducted senior technical review, and signed the report as the Environmental Professional.*

Buckeye Municipal Airport; Coffman Associates, Inc.; Buckeye, Maricopa County, Arizona. SWCA conducted biological and cultural resources studies, a jurisdictional waters delineation, and a Phase I ESA. The project was completed as required by the FAA and NEPA regulations. *Role: Environmental Professional and Phase I ESA project manager. Oversaw field crew and coordination, conducted research, authored reports, conducted senior technical review, and signed the report as the Environmental Professional.*

Hughes Access Road Relocation Environmental Assessment (EA) and Phase I ESA Update; Pima County Department of Transportation; Pima County, Arizona. SWCA recently completed the environmental clearance for a critically important road relocation project in Pima County on an expedited schedule. Multiple agencies were involved, including the Pima County Department of Environmental Quality, Tucson Airport Authority, and FAA. Project scope included compliance with Section 7 of the Endangered Species Act, preparation of a biological assessment, and assisting with formal consultation with the U.S. Fish and Wildlife Service; a preliminary jurisdictional determination of waters of the U.S.; a Phase I ESA; a cultural resources evaluation and survey; and an EA that met FAA guidelines. *Role: Environmental Professional. Managed Phase I ESA, including field crew training and oversight, research, reporting, and signing the report as the Environmental Professional.*

Bullhead City (BHC) Airport Site; Legacy Commercial Real Estate, LLC; Bullhead City, Mohave County, Arizona. SWCA was retained to conduct a Phase I ESA for approximately 98 acres of ASLD land adjoining the west of BHC Airport. SWCA found the property previously held an airstrip and also evaluated historical fuel storage and leaking tanks at the upgradient BHC in relation to the subject property. *Role: Environmental Professional and Phase I ESA project manager. Oversaw field crew and coordination, conducted research, authored reports, conducted senior technical review, and signed the report as the Environmental Professional.*

ELEANOR GLADDING, M.S., BIOLOGY LEAD

Eleanor Gladding is a senior biologist and project manager in SWCA Environmental Consultants' (SWCA's) Tucson, Arizona, office. As a herpetologist and ecologist, her areas of expertise include endangered species habitat studies, revegetation planning, species-specific surveys, noxious weed issues, and wildlife-habitat relationships. She is adept at identifying plants and animals, their habitat, and signs of presence. She is also skilled at writing technical and non-technical reports and conducting the extensive literature research that accompanies writing at the professional level. Her duties as a biologist include study design, field studies and special-status species surveys, and report writing and editing. Eleanor will provide subject matter expert review of the reports prepared for biological services. She has extensive experience in southern Arizona biota with an emphasis on the Sonoran desert tortoise, Tucson shovel-nosed snake, wildlife connectivity, and noxious weeds.

YEARS OF EXPERIENCE

32

EXPERTISE

Endangered Species Act – field surveys, habitat evaluations, consultations, and biological evaluations/assessments

CWA – habitat mitigation planning and monitoring

Vegetation studies, habitat assessments, and wildlife linkages assessments

EDUCATION

M.S., Biology, e: Herpetology; University of Central Florida, Orlando; 1998

B.S., Biology, e: Ecology; Berry College; Rome, Georgia; 1994

SELECTED PROJECT EXPERIENCE

Pinal County On-Call Archaeological and Environmental Services; Pinal County, Arizona; Pinal County. SWCA has completed jurisdictional waters delineations and Section 404 Nationwide Permits for more than 40 proposed roadway improvement projects. In response to a special request, SWCA also presented a CWA workshop to Pinal County Engineering Department to enable an understanding of project constraints and enable better planning during the project formulation phase. Other services SWCA conducts include archaeological and biological surveys, construction monitoring, Phase I environmental site assessments, and feasibility studies. *Role: Senior Biologist. Conducted biological compliance tasks.*

Glen Canyon National Recreation Area Integrated Pest Management Plan / Environmental Assessment; National Park Service; Coconino County, Arizona. In July 2006, the National Park Service's (NPS's) Glen Canyon National Recreation Area (NRA) contracted with SWCA to develop an Integrated Pest Management Plan (IPMP) for the Glen Canyon NRA and Rainbow Bridge National Monument in northern Arizona and southern Utah. The IPMP focused on the identification and treatment options for a wide variety of terrestrial and aquatic pest species, as well as exotic (invasive) plants and animals throughout the NRA. The IPMP was developed to provide a practical management guide and decision-making tool for all NPS employees, concessionaires, contractors, permittees, licensees, and visitors. An environmental assessment (EA) under the National Environmental Policy Act (NEPA) was developed concurrently with the IPMP, which evaluated two alternatives: a No-Action Alternative and a Proposed Action Alternative to implement an IPMP. *Role: Biologist. Prepared the IPMP and biological-related portions of the EA.*

Hughes Road Realignment Environmental Services; Pima County Department of Transportation; Pima County, Arizona. SWCA recently completed the environmental clearance for a critically important road relocation project in Pima County on an expedited schedule. Multiple agencies were involved, including the Pima County Department of Environmental Quality, Tucson Airport Authority, and Federal Aviation Administration (FAA). Project scope included compliance with Section 7 of the Endangered Species Act, preparation of a biological assessment, and assisting with formal consultation with the U.S. Fish and Wildlife Service; a preliminary jurisdictional determination of waters of the U.S.; a Phase I environmental site assessment; a cultural resources evaluation and survey; and an EA that met FAA guidelines. A Finding of No Significant Impact was signed within 1 year of the FAA determining that an EA would be required for the project. *Role: Senior scientist. Provided senior technical review of the biological reporting.*

PCDOT Mt. Lemmon Highway Culvert Lining; Stantec, Inc.; Tucson, Pima County, Arizona. SWCA prepared an Arizona Department of Transportation (ADOT) Categorical Exclusion, biological evaluation (BE), and geotechnical clearance for biology for a retention wall repair at milepost 18 on the Mt. Lemmon Highway. For the culverts, SWCA prepared an Urban Project BE form for this ADOT local government project (federal highway funds administered by ADOT). Also, SWCA prepared a BE, including Mexican spotted owl and northern goshawk surveys, and a categorical exclusion for a 3.3-acre maintenance yard rebuild project on U.S. Forest Service lands. *Role: Senior biologist. Provided senior technical review of the biological reporting.*

RUSSELL C. WALDRON, B.S., CLEAN WATER ACT 404 LEAD

Russell Waldron is a scientist and senior natural resources team lead in SWCA Environmental Consultants' (SWCA's) Tucson, Arizona, office with more than 29 years of experience in biological resources consulting, with an emphasis on environmental regulations compliance for federal, state, and local laws throughout Arizona. He has completed and overseen numerous native plant inventories and jurisdictional delineations of waters of the US (WOTUS) on state land parcels for Arizona State Land Department (ASLD) review. Russell has developed an understanding of the requirements of the ASLD for utility right-of-way leases, solar lease sales, and other land sales through his long tenure as SWCA. He has extensive experience with the Arizona Department of Agriculture's (ADA's), the Bureau of Land Management's (BLM's), and other federal agencies' environmental regulations and policies, as well as Clean Water Act (CWA) and Endangered Species Act (ESA) compliance. His responsibilities have included preparing environmental reports for federal and state agencies on behalf of land-based solar and a variety of other land development projects, including conducting jurisdictional waters and wetlands delineations for determining potential WOTUS status, reporting for U.S. Army Corps of Engineers (USACE) CWA Section 404 permit applications, conducting biological field studies of special interest species, preparing biological evaluations and biological assessments for ESA compliance, preparing native plant ordinance compliance studies, and preparing environmental assessments and biological sections of environmental impact statements for National Environmental Policy Act (NEPA) compliance.

YEARS OF EXPERIENCE

29+

EXPERTISE

CWA Section 404 compliance and jurisdictional waters and wetlands delineations

Federal Energy Regulatory Commission (FERC), BLM NEPA, and ESA compliance

Threatened and endangered species surveys

Native plant inventory, appraisals, and plans

EDUCATION

B.S., Renewable Natural Resources; University of Arizona, Tucson; 1994

B.S., Business Administration; University of Arizona, Tucson; 1986

REGISTRATIONS / CERTIFICATIONS

Certified Arborist; 1999–present

TRAINING

FERC Environmental Review and Compliance for Natural Gas Facilities; 2016

USACE Wetland Delineation and Management Program, Richard Chinn Environmental Training, Inc.; 2006

SELECTED PROJECT EXPERIENCE

Yellow Bell Solar Project Environmental Studies; RWE Solar Development, LLC; Maricopa County, Arizona. SWCA's completed environmental services in support of a solar lease on behalf of RWE Solar Development, LLC, for ASLD requirements for a project area near Gila Bend, Arizona. Tasks included completion of native plant inventories for use in plant valuation on Arizona State Trust lands, completing cultural resources surveys and report preparation, completing a Notice of Intent to Clear Lands for the ADA, and completing a CWA Section 404 approved jurisdictional determination for washes on Arizona State Trust lands. *Role: Senior CWA specialist. Completed the preliminary jurisdictional waters and wetlands report and oversaw native plant inventory and reporting.*

Babbitt Ranch Energy Center Environmental Studies; Confidential Client; Coconino County, Arizona. SWCA's completed environmental services in support of a solar project partially located on ASLD–administered lands. Tasks included completion of native plant inventories for use in plant valuation on Arizona State Trust lands, completing cultural resources surveys and report preparation, completing a Notice of Intent to Clear Lands for the ADA, and completing a CWA Section 404 approved jurisdictional determination for washes on Arizona State Trust lands. *Role: Senior CWA specialist. Completed the preliminary jurisdictional waters and wetlands report and oversaw native plant inventory and reporting.*

Sierrita Pipeline; Sierrita Pipeline, LLC; Pima County, Arizona. SWCA provided environmental services for a 61-mile-long natural gas pipeline right-of-way (ROW) application to ASLD in southern Arizona. Tasks included completion of native plant inventories for use in plant valuation on Arizona State Trust lands, completing cultural resources surveys within the ROW, completing a Notice of Intent to Clear Lands for the ADA, and completing a CWA Section 404 preliminary jurisdictional determination and permitting for over 200 wash crossings on Arizona State Trust lands. *Role: Senior CWA specialist and environmental project manager. Coordinated survey crews, communicated with client and agency personnel, and authored and reviewed reports prepared for the project.*

MICHAEL STANDART, B.A., GIS LEAD

Michael Standart is a geographic information system (GIS) application specialist providing advanced GIS support nationwide throughout SWCA Environmental Consultants (SWCA). His GIS expertise includes automation with Python programming, advanced cartographic design, model builder, and online GIS solutions. With a strong background in automation and cartography, Michael provides support by facilitating more efficient workflows with automation, effective cartographic products, and better ways to access data online. He has created mapping products and spatial analysis for a variety of projects, including mines, transmission lines, community developments, solar/wind farms, and private developments.

Michael leverages his knowledge of GIS to meet the demanding needs of the resource specialists throughout SWCA. He has developed tools, automated processes, and online resources that increase efficiencies and include the latest technology GIS has to offer. His work has included managing the GIS of large-scale projects such as the Resolution Copper Mine draft environmental impact statement, L035 transmission line, and large-scale commercial solar farms.

YEARS OF EXPERIENCE

11

EXPERTISE

GIS

Esri GIS mapping software and programming (ArcGIS, ArcInfo, etc.)

GIS modeling/spatial analysis

EDUCATION

B.A., Geography; Arizona State University, Tempe; 2012

Certification, Geographic Information Science; Arizona State University, Tempe; 2012

TRAINING

Esri Desktop 9.0, City of Mesa, Arizona, Planning Department; 2012

SELECTED PROJECT EXPERIENCE

CWA L030 Cultural Resources Survey; Southern California Edison Company; Inyo and San Bernardino Counties, California. SWCA conducted the cultural resources work for this 360-mile-long transmission line project that traverses the Owens Valley and Mojave Desert, through three counties, four Bureau of Land Management (BLM) Field Office–managed lands, and multiple military installations. SWCA and its subconsultants prepared technical studies in support of the proponent's environmental assessment (EA), which included the archaeological, historic architectural, and paleontological resources assessment for the project. SWCA conducted agency coordination, authored a work plan and an ethnographic literature search document, conducted a Class III intensive pedestrian inventory, and is currently preparing the inventory report. Over 1,000 archaeological resources and 450 built environment resources were updated or newly recorded during the inventory. *Role: GIS specialist.*

Pinal Airpark RPZ and Improvements Categorical Exclusion; Dibble; Pinal County, Arizona. SWCA conducted a biological resources study, jurisdictional delineation, and cultural resources investigations to support the National Environmental Policy Act (NEPA) process for two proposed projects (runway improvements and an engine testing facility) at Pinal Airpark. In addition, the cultural resources investigations included a historic property inventory and an archaeological survey for the entire Pinal Airpark property. *Role: GIS specialist.*

Vistancia Lone Mountain Water Line; Vistancia South, LLC; Peoria, Maricopa County, Arizona. SWCA prepared an EA, plan of development, and supporting Section 106 consultation and data recovery, biological evaluation, and Section 404 permitting for a 3-mile-long buried waterline through public lands managed by BLM, Arizona State Land Department, and private lands for the City of Peoria. The project brought much-needed drinking water supplies to Peoria's underserved and growing residential development areas. *Role: GIS specialist.*

APS Komatke to Willis 69-kV Preconstruction Environmental Services; Arizona Public Service Company; Maricopa County, Arizona. SWCA provided preconstruction services for the new transmission line construction. *Role: GIS specialist. Produced map figures and any calculations requested.*

Attachment 3-C: Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

…

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq*., all offerors must select one of the following:

☒ The Company submitting this Offer **<u>does not</u>** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq*. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ The Company submitting this Offer **<u>does</u>** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq*.

☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

☐ Solicitation or Contract has an estimated value of less than $100,000;
☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

SWCA Environmental Consultants	Jana Sterling
Company Name	Signature of Person Authorized to Sign
20 East Thomas Road, Suite 1700	Jana Sterling
Address	Printed Name
Phoenix Arizona 85012	Vice President, Southwest
City State Zip	Title

Attachment 3-D: Forced Labor of Ethnic Uyghurs Ban

Please note that if <u>any</u> of the following apply to the Contractor, then the Offeror <u>shall</u> select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq*., all offerors must select one of the following:

☒ The Company submitting this Offer **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- 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.

☐ The Company submitting this Offer **<u>does</u>** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor**

Indicate which of the following statements applies to the Contractor (may be more than one):

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☐ Contractor is a non-profit organization.

SWCA Environmental Consultants Company Name	Jana Sterling Signature of person authorized to sign
20 East Thomas Road, Suite 1700 Address	Jana Sterling, Vice President, Southwest Printed name and title
Phoenix, Arizona 85012 City, State, ZIP	jsterling@swca.com (928) 774-5500 Contact email address Contact phone number

Attachment 5-A: Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

☒	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☐	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

SWCA Environmental Consultants	Jana Sterling
Offeror Company Name	Signature of Authorized Person
20 East Thomas Road, Suite 1700	Jana Sterling
Address	Printed Name
Phoenix, Arizona 85012	Vice President, Southwest
City State Zip	Title

Copy of A.A.C. R2-7-103 [Confidential Information]
as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or

2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

Attachment 5-B: Conformance Statements

If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☒ YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.

☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☒ YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☒ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.

Attachment 5-B1: Conformance Statements Supplement 1

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Special Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Uniform Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

SWCA Environmental Consultants

Company Name

Signature of Person Authorized to Sign

Attachment 5-B2: Conformance Statements Supplement 2

Exceptions to Scope of Work

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Scope of Work		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Pricing Document		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

SWCA Environmental Consultants

Company Name

Signature of Person Authorized to Sign

Attachment 5-B3: Conformance Statements Supplement 3

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Special Terms & Conditions		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Uniform Terms & Conditions		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

SWCA Environmental Consultants

Company Name

Signature of Person Authorized to Sign

Solicitation Amendment I

Solicitation No.: **BPM005468**

Description:

ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES

Amendment No.: 1

Page 1 of 1

State of Arizona
Department of Administration
General Services Division
1400 W Washington St., Ste. B200
Phoenix, AZ 85007

Pursuant to the 2.0 INQUIRIES Section 2.6 Solicitation Amendments, the above referenced solicitation shall be amended as follows:

RESPONSE FORMS

REPLACED WITH: BPM005468 Amended Land Surveying & Environmental Response Forms

REQUEST FOR STATEMENTS OF QUALIFICATIONS

REPLACED WITH: BPM005468 Amended On-Call ALTA Land Surveying & Environmental Services RSOQ

STATEMENT OF WORK:

1.0 INTRODUCTION

ADD: Qualified firms may submit one or more SOQs as desired by discipline or may choose to submit a combined SOQ. Please make clear the intended discipline. Not more than 10 contracts may be awarded per discipline.

5.0 EVALUATION 5.2-B

Replaced with: Each Submitter may submit one (1) SOQ for each discipline in response to this solicitation. Material submitted should not exceed thirty (30) pages in length, instruction pages not included.

DISCUSSION FORUM QUESTION:

Q. Can we submit on a portion of the scope of work?

A: Yes, you can submit on one or more disciplines.

_____
Acknowledgement of Amendment I

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENT SHALL BE DONE ELECTRONICALLY PRIOR TO OFFER DUE DATE AND TIME. All other all terms, conditions, specifications and amendments to the Solicitation remain unchanged.

	Request for Qualifications **Design Professional Services** Solicitation No. **BPM005468** Description: **ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES**	Arizona Department of Administration **General Services Division** 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

NOTICE OF REQUEST FOR QUALIFICATIONS

Pursuant to A.R.S. § 41-2579, the Arizona Department of Administration, General Services Division (the State), in cooperation with the **ARIZONA STATE LAND DEPARTMENT (ASLD)**, is seeking to establish multiple Professional Service Contracts for On-Call ALTA Land Surveying and Environmental Site Assessment services which may include Phase I & II Environmental Site Assessments, Clean Water Act (CWA) Section 404 Permitting, Preliminary Jurisdictional Determination (PJD), Approved Jurisdictional Determination (AJD), Waters of the U.S. (WOTUS) Evaluation, Biological Evaluation.

The State proposes to retain not more than ten (10) highly qualified, capable firms to act as Consulting firms for each discipline during the planning of projects for a firm fixed price. The firm(s) who participate(s) in this Request For Qualifications (RFQual) process are referred to as "Offerors" or "Engineers" or "Consultants" throughout the solicitation documents.

The focus of the work will be assisting ASLD with Surveying and Environmental service needs for managing State Trust lands.

The State reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any respondent on any terms or conditions. The designs resulting from this solicitation may be used in future projects of similar scope.

DUE DATE AND TIME: Offers will be received until 2:00 PM, MST (Arizona time), Tuesday, June 27, 2023.

PRE-SUBMITTAL MEETING: Will NOT be held.

The State makes no guarantee as to actual spend under any resultant contract.

In accordance with A.R.S. § 41-2578, request for qualifications for the Design Professional services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, APP (www.appstate.az.gov) at the date and time posted in APP. Qualifications received by the correct time and date will be opened and the name of each offeror will be publicly available. **Qualifications must be in the actual possession of the State on or prior to the time and date indicated in the Notice.**

LATE QUALIFICATIONS WILL NOT BE CONSIDERED

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

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ADDITIONAL ATTACHMENT: **TABLE A** OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

INSTRUCTIONS TO OFFERORS

1.0 DEFINITION OF TERMS:

As used in these Instructions, the terms listed below are defined as follows:

1.1 Accepted Standard

"Accepted Standard" means a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

1.2 ARAR

"ARAR" shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

1.3 A.R.S. TITLE 49, THE ENVIRONMENT & A.R.S. TITLE 45, WATERS

Applicable Arizona Administrative Code (AAC) rules, and the U.S. Environmental Protection Agency, Terms of Environment, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statues and appropriate rules shall provide for a first interpretation of all definitions and terms.

1.4 Attachment

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

1.5 Best and Final Offer

"Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.

1.6 Best Management Practices

"Best Management Practices" means a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost-effective protection of public health and/or the environment.

1.7 Engineering Evaluation and Cost Analysis (EE/CA)

"Engineering Evaluation and Cost Analysis (EE/CA)" means the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order.

1.8 Environmental Impact Areas

"Environmental Impact Areas" means an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

1.9 Environmental Site Assessment (ESA)

"ESA" means overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

1.10 E-Procurement

"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Request for Qualifications, Request for Proposals, and Request for Quotations.

1.11 Feasibility Study

"Feasibility Study" means Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS.

1.12 Offer

"Offer" means a response to a Solicitation.

1.13 Offeror

"Offeror" means a person who responds to a Solicitation.

1.14 Remedial Action (RA)

"Remedial Action" means the actual construction or implementation phase of a site cleanup that follows remedial design.

1.15 Remedial Design (RD)

"Remedial Design" means a phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for site cleanup.

1.16 Remedial Investigation

"Remedial Investigation" means an in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses

of alternatives. The remedial investigation is usually done with the feasibility study and referred to as "RI/FS".

1.17 Remediation

"Remediation" means cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site.

1.18 Solicitation

"Solicitation" means a Request for Proposals ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Qualifications ("RFQual"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

1.19 Solicitation Amendment

"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.

2.0 INQUIRIES

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

2.3 Submission of Inquiries

All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal or Electronic Mail Responses

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Submittal Conference

If a pre-submittal conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

2.8 Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

All questions related to the content of this Request for Qualifications shall be submitted via the Q & A function within the solicitation in APP. Inquiries received less than 72 hours prior to the bid opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through APP shall constitute a change to the solicitation requirements. Technical inquiries about submitting your offer in APP should be submitted to the APP Help Desk by phone at (602) 542-7600, option 1, or by email at app@azdoa.gov

3.0 OFFER PREPARATION

3.1 Electronic Documents

The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

3.2 Evidence of Intent to be bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms

of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

3.3 Exceptions to RFQual Documents

3.3-A *Exceptions to the Terms and Conditions.*

All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

3.3-B *Exceptions To Other Solicitation Documents*

An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

3.3-C *Exceptions Affect Evaluation*

All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

3.4 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.5 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.6 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.7 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.

3.8 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this

number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.9 Identification of Taxes in Offer

The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

3.10 Disclosure

If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.11 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.12 Federal Immigration and Nationality Act

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

4.0 SUBMISSION OF OFFER

4.1 APP

Offers in response to this solicitation shall be submitted within the State's eProcurement system, APP (https://appstate.az.gov). Please be advised that utilizing APP requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in APP is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection

of staff given the responsibility for submitting your offer in APP. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside APP, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

4.2 Offer Submission, Due Date and Time

Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

4.3 Offer and Acceptance

Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

4.4 Solicitation Amendments

A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

4.5 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.6 Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

4.7 Public Record

All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

4.8 Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

(1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

(2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state, and local laws and executive orders regarding employment.

4.9 Content of Statement of Qualifications

4.9-A *Required Documents*

The submitted statement of qualifications shall include the following documents. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.

(1) Attachment 1 – Signed Offer and Acceptance Form
(2) Attachment 2-A – Offeror Information Questionnaire
(3) Attachment 2-B – Experience and Organizational Profile
(4) Attachment 3-A – Method Proposal
(5) Attachment 3-B – Key Personnel and Resumes
(6) Attachment 3-C – Boycott of Israel Disclosure
(7) Attachment 3-D – Forced Labor of Ethnic Uyghurs Ban
(8) Attachment 5-A –Confidential Information Designation
(9) Attachment 5-B – Conformance Statements and Supplements

4.9-B *Pre-Printed Documents*

Any pre-printed documents required by this solicitation are located within this document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions. Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted

offer in APP. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

4.9-C *Submission of Pricing*

Offeror shall not submit fees or hourly rate schedules with their statement of qualifications.

5.0 EVALUATION

5.1 Opening

Supplemental to Instructions to Offerors paragraph 4.7, offers received by the due date and time will be opened online and the name of each Offeror will be publicly available. Offers will not be subject to public inspection until after contract award.

5.2 Evaluation

Selection Criteria and Content for Statements of Qualifications. The Selection Committee will evaluate the SOQs submitted in response to this RFQual. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria as listed below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following:

5.2-A The Proposal should display clearly and accurately the capacity, knowledge, experience and ability of the Submitter to meet the requirements of this RFQual.

5.2-B Each Submitter may submit one (1) SOQ for each discipline in response to this solicitation. Material submitted should not exceed thirty (30) pages in length, instruction pages not included.

5.2-C In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below.

5.2-D In addition to the evaluation criteria, exceptions to the terms and conditions, as stated in the Instructions to Offerors 2.3.3, may impact an Offeror's susceptibility for award.

5.2-E The selection criteria are listed below in their relative order of importance with item 1.4.1.5.2 representing the most important item.

5.2-A-(01) Experience, Capacity and Qualifications. Attachments 2A & 2B (Max 400 points)

(01) (a) Design team should be registered and/or licensed professionals with experience in similar type projects. The Design Team's demonstration of relevant and substantial experience with Similar Projects or projects of a comparable type and scope. Evaluation of prospective Design Teams will include demonstrated success in (i) completing such projects consistent with program, budget, schedule and technical requirements, and (ii) completing designs that exceed energy efficiency standards, utilize sustainable building techniques, and demonstrate creativity or innovation.

Successful Completion of projects of a similar Statement of Work as contained in this RFQual in the last five years is highly desirable.

(01) (b) Team Experience. Demonstrated common project experience by proposed team. The Design Team's demonstration of the qualifications of firm principals and staff members and their availability for timely completion of the scope of services. Evaluation of prospective Design Teams will include a demonstrated ability to complete the scope of services effectively and within the requisite time period.

5.2-A-(02) **Method of Approach**. Attachment 3A (**Max 350 points)**

(01) (c) Include a statement of your approach to this specific project, including design philosophy, understanding of program, alternative concepts and methods for consideration. The Design Team's proposed scope, schedule, and overall approach regarding the design and construction advisory services. Evaluation of prospective Design Teams will include how well the overall proposal responds to the specific needs of the project.

5.2-A-(03) **Key Personnel Proposal**. Attachment 3B **(Max 200 points)**

5.2-A-(04) **Conformance to Solicitation and Attachment Instructions (Max 50 points)**

5.3 Selection Process

5.3-A *Selection Committee*

A Selection Committee will evaluate and score each Statement of Qualifications (SOQ).

5.3-A-(01) The Selection Committee will create a Final List, containing not more than ten (10) Submitters. The List will show those Submitters in order of preference based on the combined results (maximum 1000 points) and the evaluation of SOQ's (maximum 1000 points) prior to any recommendation to award is made, only the names of the firms on the List will be available to the public – rankings will not be available at that time.

5.3-A-(02) The Procurement Officer will issue a formal (Invitation to Negotiate) to the highest-ranking Submitters on the Final List. Upon successful negotiations agreeable to the State and the Submitter, a contract may be executed. Not more than ten (10) contracts may be awarded. If a reasonable fee and contract conditions cannot be achieved with a qualified Submitter, negotiations will cease.

5.4 Cost is Not a Consideration

Fees, price, man-hours or any other cost information shall not be requested or considered at any point in the qualification's selection process, the selection of persons or firms to be on the final list, in determining the order of preference of persons or firms on the final list.

5.5 Clarifications

The State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

5.6 Negotiations

The Procurement Officer may proceed to negotiate an agreement for services, commemorated with an official (**Invitation to Negotiate**) sent to the highest ranked Submitter on the Final List. If the Procurement Officer is unable to negotiate a satisfactory agreement with a Submitter, for compensation and on other terms the Procurement Officer determines to be fair and reasonable, negotiations with that Submitter will be formally terminated. Once negotiations have been terminated with a Submitter, they may not be re-opened with that Submitter for this procurement.

5.7 Responsibility, Responsiveness, and Susceptibility

The State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the statement of qualification's responsiveness and susceptibility for contract award.

5.7-A Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

5.7-B Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

5.7-C Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have 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;

5.7-D Whether the Offeror promptly supplied all requested information concerning its responsibility;

5.7-E Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;

5.7-F Whether the Offer limits the rights of the State;

5.7-G Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;

5.7-H Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions;

5.7-I Whether the Offeror provides misleading or inaccurate information: and,

5.7-J Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond

and stability including subcontractors and any other data specifically requested in the Solicitation.

5.8 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. If requested, current financial statements or other financial information deemed appropriate, must be provided within five (5) business days of request. The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.

5.9 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.10 Disqualifications

An Offeror (including each of its principals) who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

6.0 AWARD

6.1 Best Advantage to State

The state intends to enter into negotiations with the highest qualified persons or firms on the final list.

6.2 Contract Document Consolidation

At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

6.3 Notice to Proceed

Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

6.4 Evidence of Insurance Coverage

Prior to commencing services under any awarded Contract, successful Contractor(s) shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in the Special Terms and Conditions of this solicitation.

6.5 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.6 Effective Date

The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7.0 PROTESTS

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

(1) The name, address, email address and telephone number of the interested party;
(2) The signature of the interested party or its representative;
(3) Identification of the purchasing agency and the Solicitation or Contract number;
(4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
(5) The form of relief requested.

SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. 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.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 **Co-Op Buyer**

"Co-Op Buyer" means 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 "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 IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2 Eligible Agency

"Eligible Agency" in the use of this contract shall mean any State of Arizona agency, university, commission, or board. The State reserves the right to expand the definition of "Eligible Agency" to include Co-Op Buyer as defined in the Special Terms and Conditions paragraph 1.2 at time of a Contract Extension.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 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 a term not to exceed five (5) years unless canceled, terminated, or permissibly extended.

4.0 Costs and Payments

No modifications to uniform terms and conditions section

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

~~**6.1 Indemnification Clause**~~

~~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~~

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~~"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 sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.~~

6.2 Insurance Requirements

6.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

6.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000

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- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

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

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

6.3.2 Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

6.3.3 Workers' Compensation and Employers' Liability

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

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

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

6.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than

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A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

6.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

6.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

6.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

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No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 Design Professional Responsibilities

No modifications to uniform terms and conditions section.

12.0 Agency Responsibilities

No modifications to uniform terms and conditions section.

13.0 Data and Information Handling

No modifications to uniform terms and conditions section.

14.0 Information Technology Work

No modifications to uniform terms and conditions section.

End of Section

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1. DEFINITION OF TERMS

As used in the Contract, the terms listed below are defined as follows:

1.1 **Additional Work**	"Additional Work" means the addition of any Work, not described as Basic Work, to be provided to the Agency by the Design Professional that is contemplated by, but not specifically described in, an Exhibit to this Contract. Compensation for Additional Work must be approved through a Change Order or Contract Amendment.
1.2 **Agency**	"Agency" is used with the same meaning as "State" in definition below.
1.3 **Agency Designated Representative**	"Agency Designated Representative" means the assigned representative of the Agency to monitor the progress and Schedules of the Work for the Project.
1.4 **Allowance**	"Allowance" means construction funds established by the Agency to compensate for a portion of the Work which cannot sufficiently be specified or determined. The Contractor shall place any and all Allowances within separate line items in the Contractor's Contract Cost at time of offer submission.
1.5 **Application for Progress Payment**	"Application for Progress Payment" means Contractor and/or Contractor's monthly invoice request for payment that includes any and all portions of the Work in a Contract that have been completed and accepted by the Agency for which an invoice has not been previously submitted in accordance with the requirements of the Contract Documents. Progress Payments for Contractor Work approved and certified by the Contractor and Agency signature, shall be paid less deductions to pay the expenses the Agency reasonably expects to incur in correcting a deficiency set for in an Agency written finding in accordance with A.R.S. §41-2577, and retained percentage in accordance with A.R.S. §41-2576.
1.6 **Application for Final Payment**	"Application for Final Payment" means Construction Contractor's final invoice for payment. The Application for Final Payment shall meet all the requirements of Applications for Payment, but shall also include any and all remaining open invoices under the Contract. After a Construction Contractor's Application for Final Payment is approved by the Agency, the Agency shall not release any additional payments to that Construction Contractor under the Contract.
1.7 **Arizona Procurement Code; A.R.S., A.A.C.**	"Arizona Procurement Code" means, collectively, Arizona Revised Statutes (abbreviated "A.R.S.") Title 41 Chapter 23, Section 2501, *et seq*., and the rules promulgated thereunder, Arizona Administrative Code (abbreviated "A.A.C.") R2-7-101, *et seq*. NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation fully. Links for obtaining copies are given below. The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations The Arizona State Legislature provides the official A.R.S. online at: http://www.azleg.gov/arstitle/ The Office of the Arizona Secretary of State provides the official A.A.C. online at: http://www.azsos.gov/rules/arizona-administrative-code
1.8 **Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.

1.9 **As-Builts**	"As-builts" shall mean the marked-up version of the As-built Drawings and Specifications Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.
1.10 **Attachment**	"Attachment" means any item that the Offeror is required to submit as part of the provision of Services required to design or engineer or construct the Project, as detailed in Exhibit A.
1.11 **Basic Work**	"Basic Work" means the services to be provided to the Agency by the Design Professional described in an Exhibit.
1.12 **Bidding Documents**	"Bidding Documents" means those documents prepared and furnished by the Design Professional for the purpose of obtaining bids from Construction Contractors to construct the Work.
1.13 **Building Work**	"Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the term "construction" (para. 4), "maintenance services" (para. 26), and "operations services" (para. 28).
1.14 **Change Order**	"Change Order" means the instrument by which the Agency authorizes Construction Contractor to perform some or all of the Work, including but not limited, Construction Change Orders, Design Change Notices, and Field Order Directives. Consistent with A.R.S. § 41-2503(3), only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract through a signed Change Order or Contract Amendment. The Agency will only compensate Construction Contractor for Work that has been approved by the Agency through a fully authorized Change Order or Contract Amendment.
1.15 **Close Out Documents**	"Close Out Documents" means those items required by Exhibit M-Contractor Project Closeout, and as may be further defined, identified, and required by the Contract Documents.
1.16 **Conditional Waiver of Lien**	1) "Conditional Waiver of Lien" has the meaning defined in A.R.S §33-1008 which, for convenience of reference only, is a: 2) Conditional Waiver and release on Progress Payment "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release"; and 3) Conditional Waiver and release on Final Payment "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a final payment and the claimant is not paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release".
1.17 **Construction**	"Construction" as defined in A.R.S. § 41-2503(4) means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real property in which the public has an interest.
1.18 **Construction Contract**	"Construction Contract" means any contract between the State and a Person that has or will engage in Construction Services for the benefit of the State.
1.19 **Construction Contractor**	"Construction Contractor" is a Person that has or had a contract with the State to engage in Construction Services for the benefit of the State.
1.20 **Construction Documents**	"Construction Documents" means any and all documents created by the Design Professionals that describe the Work in detail, including but not limited to, plans, specifications, revisions, addenda, and Change Orders, issued to build the project. Construction Documents created after the Contract is signed may be integrated into the Contract if, and only if, there is a properly executed Contract Amendment or Change Order to verify that integration.

1.21 **Contingency**	"Contingency" means an amount associated with Costs that were unforeseen by the Contractor when it submitted its offer which may be authorized by the Agency through a Change Order. Contractor may not proceed with Work on Contingencies without prior authorization from the Agency through a Field Order Directive or Change Order. The Agency will not compensate Contractor for unauthorized Contingency Work.
1.22 **Contract**	"Contract" means, collectively, the entire agreement between Agency and Design Professional and/or Construction Contractor, including all of the Contract Documents, the Acceptance, the Solicitation Documents, any and all authorized Change Orders, and any Contract Amendments. The Contract is identified as a "Purchase Order" in APP, since that is the terminology used in the software. The terms of this Contract are defined in this document alone. The use of different terminology, or the same terminology with a different meaning, in any State eProcurement system (including, but not limited to, APP) does not override any term in this Contract. The Design Professional and/or Construction Contractor should contact the relevant Procurement Officer if it has any questions regarding the meaning of terms in the State's eProcurement system.
1.23 **Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution without changing the general scope. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. The term "Change Order" in APP is synonymous with "Contract Amendment."
1.24 **Contract Cost**	"Contract Cost" means the amount for which a Design Professional and/or Construction Contractor agrees to perform the Work as set forth in its Contract with the Agency.
1.25 **Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and General Conditions and these Uniform Terms and General Conditions taken collectively.
1.26 **Contractor**	For the purpose of this Contract, "Contractor" refers to any Person who has entered into a Contract with the Agency, including, but not limited to, a Design Professional or Construction Contractor.
1.27 **Contractor Indemnitor**	"Contractor Indemnitor" means Contractor and/or any of its owners, officers, directors, agents, employees, or Subcontractor and/or Subconsultants and, if applicable, their respective spouses.
1.28 **Cost**	4) Cost" as defined by A.R.S. § 41-2571(2), means the aggregate Cost of all Materials and services, including labor performed by force account. The Agency shall only pay for expenses explicitly authorized as part of the Work under the Contract. 5) For any changes, subject to Markup, in the Work or additional charges sought by Construction Contractor under the contract, "Cost" shall only mean actual direct labor, material, and service Costs incurred by Construction Contractor at the construction site and which are necessary to complete the Work. Such Costs shall include those from subcontractors, vendors, and material suppliers. 6) Costs, for the purpose of this section, shall exclude markup for, including but not limited to, Costs incurred for general conditions, bonds, insurance, contingency, overhead or profit.
1.29 **Cost of Work**	"Cost of Work" means the sum of the Costs the Design Professional and/or Construction Contractor necessarily incurred and paid in the proper performance of the Work.
1.30 **Day**	"Day" means a calendar day unless otherwise specified in a particular context.
1.31 **Design Change Notice**	"Design Change Notice" refers to an agreement that records a change to the time for Work completion, price, and/or change in design after the initial completion of the design was reviewed and approved by the Statutory Review. The purpose of the Design Change Notice

	is to ensure: the changes are re-reviewed and approved by Statutory Review and the Procurement Officer; and the Contract Documents are revised in a manner that is consistent with the Design Requirements under the Contract.
1.32 **Design Professional**	"Design Professional" means the individual or firm with which the Agency has entered into a written Design Professional Services Contract.
1.33 **Design Professional Services**	"Design Professional Services" as defined in A.R.S. § 41-2571(4), means architect services, engineer services, land surveying services, geologist services or landscape architect services or any combination of those services performed by or under the supervision of a Design Professional or employees or Subconsultants of the Design Professional.
1.34 **Design Professional Service Contract**	"Design Professional Service Contract" shall be the executed Exhibit A
1.35 **Design Requirements**	"Design Requirements" means, at a minimum, the purchasing Agency's written description of the Work by the Design Professional including: the required features, functions, characteristics, qualities and properties; the anticipated Schedules, including start, duration and completion; and estimated budgets applicable to the specific procurement for design and Construction and, if applicable, for operation and maintenance and plans and specification for the project. "Design requirements" may also include the following, at the purchasing Agency's discretion: Drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project, which shall all be prepared by a design professional who is registered pursuant to A.R.S. § 32-121; and/or additional design information or documents.
1.36 **Drawings**	"Drawing" means the Work product of the Design Professional which graphically depicts the Work.
1.37 **Estimated Project Construction Cost**	"Estimated Project Construction Cost" shall mean Design Professional's written estimate in the form specified by the Agency of the total Construction Cost of the Project at the various stages of the design process.
1.38 **Excusable Delay**	"Excusable Delay" means a delay to the Schedules approved by the Agency and Design Professional through a Change Order that entitles the Construction Contractor to an adjustment of the Contract time for Substantial Completion, but not an adjustment of the Contract Cost.
1.39 **Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Contract Documents.
1.40 **Field Order Directive**	"Field Order Directive" refers to written directives used in advance of a Construction Change Order, as more specifically prescribed in these Uniform Terms and General Conditions.
1.41 **Final Completion**	"Final Completion" means the date upon which the Work is complete in accordance with the terms and conditions of the Contract, including punch list items. The date of Final Completion shall be set by the Agency as a certain number of days after Substantial Completion. Any additional or supplemental Work after this date due to Construction Contractor error or omission shall be completed by the Construction Contractor without additional compensation.
1.42 **Final Completion Certificate**	The "Final Completion Certificate-Exhibit L" is the certificate issued by the Design Professional and/or the Agency Designated Representative that documents, to the best of the Design Professional's and/or the Agency Designated Representative's knowledge and understanding, that Construction Contractor has completed all Work required by the Contract Documents, including, but not limited to: all of the Punch List items and pre-final Punch List items for which it is responsible; final cleanup; and Construction Contractor's

	provision of Record Documents, operations manuals, maintenance manuals, and any and all other Close Out Documents required by the Contract Documents and list on Exhibit M-Contractor Project Closeout.
1.43 **Final Payment**	"Final Payment" means the last and final monetary compensation the Agency will make to Construction Contractor for any portion of the Project including any Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved Change Orders, and release of Construction Contractor's retainage if any.
1.44 **General Conditions of Contractor**	"General Conditions of Contractor" means the Construction Contractor's resources, equipment, and items used by the Construction Contractor in the Work of the Project that is used to complete the Project. The General Conditions Fee will be based on actual itemized, documented Cost.
1.45 **Gratuity**	"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.
1.46 **Hazardous Waste; Release**	"Release" means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event. "Construction Contractor Hazardous Waste Release" means any Release of a Hazardous Substance on Agency's property or adjoining property during the Work arising, in whole or in part, from acts or omissions of Construction Contractor or any Subcontractor.
1.47 **Hazardous Substance**	"Hazardous Substance" means a substance, material or hazardous waste which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating or otherwise harmful, is likely to cause death or injury.
1.48 **Hazardous Waste**	"Hazardous Waste" means "hazardous waste", as defined in the Resource Conversation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition or modifications of or additions to part or all of any existing structure, facility or equipment). "Contractor Hazardous Waste" means any Hazardous Waste arising during or from Work that is generated, in whole or in part, by the acts or omissions of Construction Contractor or a Subcontractor and/or Subconsultants.
1.49 **Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court Costs, expert fees, attorneys' fees, and Costs of claim processing, investigation and litigation, for any and all damage or equitable claims made against the Agency, including, but not limited to, personal injuries, death, property damages (real, personal, tangible or intangible), and injunctive relief. See paragraph 6.2.
1.50 **Instructions to Offerors**	"Instructions to Offerors" is part of the Solicitation Documents.
1.51 **Materials**	"Materials" means, as defined in A.R.S. § 41-2503(7) "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." "Materials" includes software, unless the software is sold or provided as a service under the Contract. Software sold or provided as a service under the Contract is both a Material (to the extent it consists of encoded information or computer instructions) and a service, as described in "Services".
1.52 **Negotiation**	"Negotiation" means, as defined in A.A.C. R2-7-101(32), an exchange or series of exchanges between the Agency and an offeror or Design Professional and/or Construction Contractor

	that allows the Agency or the offeror or Design Professional and/or Construction Contractor to revise an offer or Contract, unless revision is specifically prohibited by the Arizona Procurement Code.
1.53 **Notice to Cure**	"Notice to Cure" means a written letter from a Procurement Officer to cure an event of default and/or an anticipatory breach of Contract setting forth a time limit in which the cure is to be completed or commenced and diligently prosecuted.
1.54 **Notice to Proceed**	"Notice to Proceed" means the written document from the Project Manager, by letter or email, informing Design Professional and/or Construction Contractor of the date designated as the date of commencement of construction and the date of Substantial Completion.
1.55 **Offer and Acceptance Form**	"Offer and Acceptance Form" means the document bearing the State Contract number once Procurement Officer has signed it to signify (a) Agency's formal acceptance of the negotiated offer from the Design Professional and (b) 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.
1.56 **Part, Section; Exhibit**	"Part," "Section," and "Exhibit" are each defined in the Instructions to Offerors.
1.57 **Payment Bond**	"Payment Bond" means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to Agency, solely for the protection and use of payment bond beneficiaries pursuant to A.R.S. § 41-2574.
1.58 **Performance Bond**	"Performance Bond" means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to State, to guarantee the faithful performance of the Work by the Construction Contractor in accordance with the Contract Documents pursuant to A.R.S. § 41-2574.
1.59 **Person**	"Person" means any corporation, business, individual, firm, partnership, association, union, committee, club, or other organization or group of individuals.
1.60 **Preconstruction Services**	"Preconstruction Services" means services and other activities during the design phase.
1.61 **Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by Agency to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.62 **eProcurement System (currently APP)**	1) "eProcurement System" means 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 ("ADOA") State Procurement Office policy. This eProcurement System may be subject to change. The State's current eProcurement system is "APP." The current version of the ADOA policy regarding the State's eProcurement System is *Technical Bulletin No. 020, APP – The Official State eProcurement System*. 2) NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations 3) NOTE (2): The URL for APP itself is: https://appstate.az.gov/
1.63 **Product Data**	"Product Data" means illustrations, Schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design Professional and/or Construction Contractor to illustrate Materials or equipment for some portion of the Work.

1.64 **Project**	"Project" means any and all activities necessary for realization of the Work. This includes but is not limited to design, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
1.65 **Change Order Request**	"Change Order Request" means a document that informs Agency of a proposed change in the Work and appropriately describes or otherwise documents such change including Construction Contractor(s)'s response of pricing for the requested change.
1.66 **Punch List**	"Punch List" means a list of items of Work to be completed or corrected by Construction Contractor after Substantial Completion. Punch Lists indicate items to be finished, remaining Work to be performed, or minor Work that does not meet quality or quantity requirements as required in the Contract Documents.
1.67 **Record Documents**	The term "Record Documents" shall mean those documents including, but not limited to, the updated version of the Construction Documents prepared by the Design Professional incorporating any Attachments, Exhibits, Change Orders, and information from the As-Builts and other data furnished by Construction Contractors to the Design Professional.
1.68 **Request for Information**	"Request for Information" (RFI) means a written request by Construction Contractor directed to Design Professional or Agency Designated Representative for a clarification of the information provided in the Contract Documents or direction concerning information necessary to perform the Work that may be omitted or unclear from the Contract Documents.
1.69 **Reimbursable Expenses**	"Reimbursable Expenses" means a limited range of direct, actual Costs approved by the Agency for which the Design Professional can receive compensation under the Contract for amounts expended in the interest of the Project. Unless otherwise detailed in the Scope of Work or limited by other State policies, and subject to review and approval by the Agency, the following, and only the following, are the categories of Costs which may be Reimbursable Expenses: Subject to the Cost limitation of the State of Arizona Travel Policy, transportation Costs accrued in furtherance of Work and under the Contract and Agency authorized out-of-town travel and subsistence; Fees paid to governmental entities that ensure State compliance with any applicable laws or codes; Costs paid toward reproduction, plots, standard form documents, postal charges; If requested and approved by the Agency, Costs paid for surveys, requests and special requests. Design Professional shall not exceed the approved Reimbursable Expense amount stated in the Contract without prior written approval of the Agency through a Contract Amendment.
1.70 **Samples**	"Samples" mean representative physical examples of Materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
1.71 **Schedule**	"Schedule" means the timetable which sets forth pertinent milestones, reviews, critical path of activities and other deadlines for timely completion of the Work for the Project prepared by Design Professional or Construction Contractor and accepted by Agency. The Schedule shall not exceed the time limit current under the Contract Documents unless approved by Agency through a Contract Amendment.
1.72 **Schedule of Values**	"Schedule of Values" means the detailed breakdown of the original Contract Cost for the Materials, labor, and equipment necessary to accomplish the Design and/or Construction Work.

1.73 **Scope of Work**	"Scope of Work" means the Requirements Document of the Solicitation Documents. Scope of Work is inclusive of the Project program for design Work and the Construction Documents for performance of the construction Work.
1.74 **Secure Locations**	"Secure Locations" means those buildings and grounds (Sites) that require specific security-related criteria where access to the Work Site or the Site's daily operations negatively affects the Construction Contractor's productivity on a daily basis.
1.75 **Services**	"Services" as defined in A.R.S. § 41-2503(35), means "the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor 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." Services includes Building Work and the service aspects of software described in "Materials"
1.76 **Shop Drawings**	"Shop Drawings" mean the drawings, diagrams, illustrations, Schedules, performance charts, brochures, and other data prepared by Construction Contractor or its Subcontractors which detail a portion of the Work.
1.77 **Site**	"Site" means the geographical location of the Work for the Project.
1.78 **Solicitation; Solicitation Documents**	"Solicitation" and "Solicitation Documents" are defined in the Instructions to Offerors.
1.79 **Special Terms and General Conditions**	"Special Terms and General Conditions" are contained in the Solicitation Documents.
1.80 **Specification**	"Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "… any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
1.81 **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 who has issued the Order.
1.82 **State Indemnitees**	"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
1.83 **State Fiscal Year**	"State Fiscal Year" means the period beginning each July 1 and ending each June 30.
1.84 **Stipulated Sum (Fixed Price/Lump Sum)**	"Stipulated Sum (Fixed Price/Lump Sum)" means the complete and total amount the Construction Contractor is obligated to complete the Work barring unforeseen conditions, Agency change to the Scope of Work, or other circumstances set forth in the Contract.
1.85 **Subconsultant**	"Subconsultant" as defined in A.R.S. § 41-2571, means any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that has a direct Contract with Design Professional or another Subconsultant to perform a portion of the Work.
1.86 **Subcontract**	"Subcontract" means any contract, express or implied, between Contractor and another party or between a Subcontractor and/or Subconsultant and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials, the performing of any Services, or the carrying out of any other aspect of the Work.
1.87 **Subcontractor**	"Subcontractor" as defined in A.R.S. § 41-2503(38), is "… a person who contracts to perform Work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a Contract with an Agency governmental unit . . ." The Contract is to be construed as "a

	Contract with a Agency governmental unit" for purposes of the definition. Any Person carrying out an element of the Work who is neither a Contractor nor a representative of the State is a Subcontractor from the moment that Person first carries out that element of the Work, regardless of whether a Contract exists between that Person and the Contractor, then or subsequently.
1.88 **Submittal Register**	"Submittal Register" means a list provided by Construction Contractor of all items to be furnished for review and approval by Design Professional and/or Agency and as identified in the Contract Documents including submittal dates.
1.89 **Substantial Completion**	Substantial Completion" means the date determined and certified by the Design Professional's and/or Agency Designated Representative's signature, when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational, fit for the use intended, and so the Agency may occupy the Work.
1.90 **Unconditional Waiver of Lien**	"Unconditional Waiver of Lien" has the meaning defined in A.R.S. §33-1008. An Unconditional Waiver of Lien on Progress Payment is "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a Progress Payment and the claimant asserts in the waiver that it has been paid the Progress Payment". Unconditional Waiver of Lien on Final Payment is "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a Final Payment and the claimant asserts in the waiver that it has been paid the Final Payment".
1.91 **Uniform Terms and Conditions**	The "Uniform Terms and General Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and General Conditions as being applicable.
1.92 **Unit Price Work**	"Unit Price Work" means the Work, or a portion of the Work, paid for based on incremental units of measurement.
1.93 **Work**	"Work" means 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)'s obligations and duties under the Contract in conformance with the Contract and applicable laws. "Work" shall refer to any and all authorized Basic and/or Additional Work.
1.94 **Progress Schedule**	"Progress Schedule" means the continually updated time Schedule prepared and monitored by Construction Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the overall Schedule.

2. CONTRACT INTERPRETATION

2.1 **Arizona Law** 2.1 **Arizona Law**	The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.
2.2 **Contract Order of Precedence**	1) COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united contract. If certain Work, requirements, obligations, or duties are set out only in one but not in another, Construction 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) CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, Contractor shall i) provide the better quality

	or greater quantity of Work or ii) comply with the more stringent requirements. If the foregoing requirements do not resolve the issue of inconsistency, conflict, or ambiguity, then the following contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, 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: a) Change Orders, in reverse chronological order; b) Solicitation Documents, in this order: i) Special Terms and Conditions; ii) Exhibits to the Special Terms and Conditions; iii) Federal Terms and Conditions (for any Projects with federal funding) iv) Uniform Terms and Conditions; v) Scope of Work; vi) Exhibits to the Scope of Work; and vii) Any other documents referenced or included in the Solicitation; c) Accepted Offer d) Any Contract created as a result of an IGA and Project Proposal including Task Orders, Attachments, Exhibits, and Schedules created as part of, or under any Contract; e) Design Requirements; i) Specifications ii) Drawings (given dimensions take precedence over scaled measurements); f) Notice to Proceed; and g) Schedule
2.3 **Implied Terms**	Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.
2.4 **References to Statute**	The above Definitions of Terms includes statutory language for convenience. If any definition in the Contract references a statute without modification, the current statutory language, not the stated definition in the Contract, will take priority in any interpretation of the Contract.
2.5 **Usage**	1) Where the Contract: a) Assigns obligations to the Design Professional, any reference to "Design Professional" is to be construed to be a reference to "Design Professional" and all Subconsultants and/or Subcontractors whether or not they are first-tier, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Design Professional's and the Subconsultant's and/or Subcontractor's respective agents, representatives, and employees" in every instance unless the context plainly requires that it is a reference only to Design Professional as apart from Subconsultants and/or Subcontractors; b) Uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*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 the State's discretion extends to whatever is in the best interest of the State;

	c) 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(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition; d) Uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance; e) 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 f) 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.
2.6 **Independent Contractor**	Design Professional is an Independent Contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
2.7 **Severability**	The provisions of this Contract are severable to the extent allowed under Arizona contract law. Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.
2.8 **Complete Integration**	The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Change Orders, is intended by the parties to be a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. 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 can independently bind the Agency to changes to the Contract. The Agency may avoid any unauthorized modifications to the Contract.
2.9 **No Waiver of Rights**	Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1 **Term of Contract** 3.1 **Term of Contract**	The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and General Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and General Conditions do not specify a period, then the Contract will remain in force for that period required for Final Completion of the Work for the Project, including required extensions thereto, unless discontinued by any of the several provisions contained elsewhere in the Contract, but no longer than 5 years total. Agency has no obligation to extend or renew the Contract past the initial term.

3.2 Contract Extensions	Agency may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then a reasonable period of time, but no more than an aggregate of 5 (five) years. Nothing herein shall negate Contractor's obligation to continuously perform the Work with adequate manpower and due diligence.
3.3 Notices and Correspondence	1) TO DESIGN PROFESSIONAL. Unless stated otherwise in the Special Terms and General Conditions, Agency shall: a) Address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Design Professional's corresponding APP Vendor Profile; and b) Address any required notices to Design Professional to the "Contact Name and Title" at the "Mailing Address" indicated in the Contract Documents. 2) TO AGENCY. Unless stated otherwise in the Special Terms and General Conditions, Design Professional shall: a) Address all Contract correspondence and formal notices to the Agency Procurement Officer indicated in Exhibit A "Agreement." b) CHANGES. Agency may change the designated Procurement Officer, update contact information, or change the applicable mailing address. 3) Notice is deemed served when emailed or mailed.
3.4 Contractor Performance Evaluation	The Agency may evaluate the Contractor's performance during the progress of the Work, at completion of a phase of Work for the Project, completion of the Work, or any of the foregoing. The Agency shall retain the evaluation(s) in the procurement file. The Agency will use the evaluation(s) in determining the responsibility of the Contractor for any award of a future contract for the next five (5) years. If the Contractor or any of the Contractor's Subconsultants and/or Subcontractors commit a breach of the contract for the project, the Agency will use the responsibility analysis for future projects for five (5) years after the date of breach of the Contractor's Subconsultants and/or Subcontractors (where applicable) for future contract awards with the Agency or subcontracts on Agency Projects. Contractor may comment or take exception to any rating in accordance with the Agency's protest policies.
3.5 Signing of Contract Amendments	1) Counter-signature – or "approval" in APP, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either: a) Extension of the term of the Contract within the maximum aggregate term; b) Revision to Procurement Officer appointment or contact information; or c) Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other Material aspect of the Contract. 2) In every case other than those listed in a), b), and c) above, the signatures of all required parties – or "approval" in APP, in the case of a Change Order – is necessary to give it effect. 3) If the initial scope of the Project is changed materially by the Agency, the compensation will be equitably adjusted through negotiation upon execution of a Contract Amendment.
3.6 Click-Through Terms and Conditions	Unless expressly stated otherwise in the Special 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 Agency 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 Agency user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Agency 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.
3.7 Books and Records	1) RETAIN RECORDS. By A.R.S. § 41-2548(B), Design Professional shall retain and shall contractually require each Subconsultant and/or Subcontractor to retain books and records relating for any Cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute. 2) RIGHT TO AUDIT. The retained books and records are subject to audit by Agency during that period. By A.R.S. § § 35-214 and 41-2548(B), Design Professional shall retain and shall contractually require each Subconsultant and/or 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 Agency during that period. 3) AUDITING. Design Professional or Subconsultant and/or Subcontractor shall either make all such books and records under subparagraphs 2) and 3) available to Agency at all reasonable times or produce the records at a designated Agency office on Agency's demand, the choice of which being at Agency'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. Any Person who obstructs or impairs an audit being conducted or about to be conducted in relation to any contract or subcontract with the State may be found guilty of a class 5 felony under A.R.S. § 35-215.
3.8 Design Professional Licenses and Registration	Design Professional and all Subconsultants and/or Subcontractors, persons, firms and/or entities in the service of Design Professional shall maintain current licenses, registrations, including but not limited to registration under the Arizona Board of Technical Registration, and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and General Conditions, for the Work itself.
3.9 Ownership of Intellectual Property	1) PRE-EXISTING MATERIAL. All pre-existing software and other Materials developed or otherwise obtained by or for Design Professional or its affiliates independently of the Contract are not part of the Work instruments of service to which rights are granted state under subparagraph 3) below, and will remain the exclusive property of Design Professional, provided that: a) any derivative Works of such pre-existing Material or elements thereof that are created pursuant to the Contract are part of the Work instruments set forth below; b) any elements of derivative Work of such pre-existing Material that was not created pursuant to the Contract are not part of that Work instrument; and

c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Design Professional's or its affiliates' ownership of such pre-existing Materials.

2) JOINT DEVELOPMENTS. The parties 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) DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Special Terms and Conditions, the Contract does not preclude Design Professional from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to Agency hereunder.

4) OWNERSHIP AND USE OF DOCUMENTS. The Design Professional agrees all Project information, including but not limited to, notes, plans, Drawings, Specification photos, studies, computer programs, Schedules, technical reports, prototypes and AutoCAD design backgrounds, or other Work instruments produced by the Design Professional under this Contract necessary to complete the Work, are the property of the Agency. The Design Professional agrees to continue to supply the Project AutoCAD design backgrounds to the Agency for other projects outside the scope of this Contract, as requested by the Agency. The Design Professional shall also provide the Agency high quality copies on Agency-approved media of updated drawings and reproducible copies of specifications as specified. The cost of such copies will be reimbursed by the Agency to the Design Professional as a Reimbursable Expense. The Design Professional may not provide copies of or otherwise use the Work instruments in any format for the Project without the express prior written approval of the Agency.

5) The Design Professional agrees that items such as plans, Drawings, Specifications photos, studies, computer programs, Schedules, technical reports, or other Work products which is/are specified to be delivered under this Contract, and which is/are to be paid for by the Agency, is/are subject to the rights of the Agency in effect on the date of this Contract. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The Design Professional shall not copyright or otherwise claim Ownership of the Work instruments of service for the Project. The Design Professional shall include in its Subconsultants and/or Subcontractors Contracts appropriate provisions to achieve the purpose of this section.

6) Design Professional shall give Agency full ownership of, including any and all necessary permissions to use, every aspect of the Work, unless explicitly excluded by law or contract, including the ability to create new structures based on the design Specifications and Drawings.

7) In the event of any dispute with the Design Professional regarding any breach or default of this Contract, the Agency shall have the right to possess and use any and all plans, Specifications, Drawings, documentation, reproduction, Design Requirements, and any other Materials necessary to complete the project.

8) Notwithstanding anything to the contrary, Agency, at all times, shall have unlimited rights to copy and use in connection with the Project any and all Design Requirements and/or Materials prepared by Design Professional for the Project at no additional Cost to Agency, regardless of degree of completion. Design Professional also grants to Agency a royalty free license to all such any and all Design Requirements and/or

	Materials to which Design Professional may assert any rights under patent or copyright laws. a) Design Professional hereby assigns outright and exclusively to Agency all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project. b) Design Professional, as part of its agreements with any Subcontractors and/or Subconsultants, will secure such license and use rights from each such entity to all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project, and shall defend, indemnify and hold Agency harmless from any claims by such entities for copyright or patent infringement.
3.10 **Subcontracts and Subconsultants**	1) INITIAL LIST. Prior to Contract execution, Design Professional's candidate Subconsultants and Subcontractors were identified in their Offer if required. 2) ADDITIONAL NAMES. Design Professional shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor or Subconsultant that (a) was not listed 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), Design Professional 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. 3) FLOW-DOWN. Design Professional shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract or Subconsultant agreement by inclusion or by reference. Subconsultants and/or Subcontractors shall incorporate the provisions, terms, and conditions of the Contract into their Subcontracts and Subconsultant agreements. When making any post-execution consent requests, Design Professional shall include its warrant that it will do the same for the pending Subcontractor and/or Subconsultant covered by the request. Entering into Subcontract and/or Subconsultant agreement will not relieve Design Professional of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the Work of Subconsultants and/or Subcontractors. Nothing contained in any Subcontract and/or Subconsultant agreement will create or is to be construed as creating any contractual relationship between Agency and the Subconsultant.
3.11 **Non-Discrimination**	Contractor shall comply with [Arizona] State Executive Order No. 2023-01, 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
3.12 **E-Verify Requirements**	As required by A.R.S. § 41-4401, Design Professional and each Subconsultant and/or Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Design Professional and each Subconsultant and/or Subcontractor acknowledge that under A.R.S. § 41-4401, Agency retains the legal right to inspect the papers of any Design Professional or Subconsultant and/or Subcontractor employee who Works under the Contract to ensure that Design Professional or Subconsultant and/or Subcontractor employee is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.13 Offshore Performance of Certain Work Prohibited	Contractor shall only perform those portions of the Work that directly serve the Agency or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to Work performed by Subconsultants and/or Subcontractors at all tiers.
3.14 Other Contractors	1) Agency may undertake with its own forces or award other contracts to the same or Other Contractors for additional or related Work. 2) In such cases, Contractor shall cooperate fully with Agency's employees and such Other Contractors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its Work to the related Work by others. 3) Where the Contract requires handing-off Contractor's Work to others, Contractor shall cooperate as Agency instructs regarding the necessary transfer of its Work product, services, or records to Agency or the Other Contractors. 4) Contractor shall not commit or permit any act that interferes with the Agency's or Other Contractor's performance of their Work, provided that, Agency shall enforce the foregoing section equitably among all its Contractors so as not impose an unreasonable burden on any one of them. 5) Agency shall be reimbursed by Contractor for Costs incurred by Agency which are payable to an Agency separate Contractor because of delays, improperly timed activities, or defective design or construction by Contractor. Agency will equitably adjust the Contract by Change Order for Costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective design or construction by an Agency separate Contractor. 6) Should the Work be interrupted or hindered by the Agency or Contractor, the Contractor shall be entitled to an extension of time pursuant to the paragraph "Change Orders" in an amount equal to such interruption or hindrance but such interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.
3.15 Work on State Premises	1) COMPLIANCE WITH RULES. Construction Contractor is responsible for ensuring that its personnel comply with Agency'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. Construction Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location without entitlement to any additional compensation or additional time for performance even if those particular requirements are not expressly stated in the Contract. 2) PROTECTION OF GROUNDS AND FACILITIES. Construction Contractor shall deliver and perform the Services without damaging any State grounds or facilities. Construction Contractor shall promptly repair or replace any damage caused by Construction Contractor, or any of its Subcontractors or Subconsultants, at its own expense, subject to whatever instructions and restrictions Agency needs to make to prevent inconvenience or disruption of operations. If Construction Contractor fails to make the necessary repairs or replacements in a timely manner, Agency will be entitled to exercise its remedies available under the Contract (including the Design Professional Services Contract.)

3.16 **Background Checks**	1) Each of Contractor personnel who is performing Work with information technology, correctional facilities, proprietary and sensitive data or confidential or access-restricted or in an Agency defined secured area, or as otherwise requested by Agency, must undergo the security clearance and background check procedure, which may include fingerprinting. 2) Contractor shall obtain and pay for the security clearance and background check and shall incorporate Cost in the Contractor offer submitted to perform the Work. 3) Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
3.17 **Advertising, Publishing and Promotion of Contract**	Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer. The Procurement Officer may withhold approval at his or her discretion.
3.18 **Inspection and Testing**	By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own Cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all Costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

4. COSTS AND PAYMENTS

4.1 **Additional work** 4.1 **Additional work**	1) Compensation for Additional Work will be in accordance with basis for compensation established in the Contract. 2) Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount ("Standard Hourly Rate") fee basis in Contract or as a Stipulated Sum fee basis, as amended to the Contract, through Contract Amendment or Change Order, by the Procurement Officer. 3) Before Additional Work may be performed or additional Costs incurred beyond the specified approved Contract for the Project, both the Agency and Construction Contractor must execute a written Contract Amendment or Change Order. 4) The Agency is not responsible for actions of the Construction Contractor or its Subconsultants and/or Subcontractors for any Costs incurred by the Construction Contractor or its Subconsultants and/or Subcontractors relating to Additional Work prior to the execution of a Contract Amendment or Change Order. 5) Any Additional Work must be performed within the time period established in the Contract Amendment or Change Order for the Project. 6) The Agency shall only approve of requests for Additional Work due to: a) need for additional design; b) acts or omissions of the Agency; c) significant changes to the Project; or d) need to provide services due to the default of another Contractor.

4.2 Applicable Taxes	1) CONTRACTOR TO PAY ALL TAXES. Agency is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractors' responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from Agency will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Commercial Document, 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. 2) TAX INDEMNITY. Contractor shall hold Agency 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 any related Costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.
4.3 Application for Progress Payment, Contractor	1) The Construction Contractor shall submit to the Agency an itemized Application for Payment completed and accepted in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Construction Contractor's right to payment as the Agency requires below, and reflecting retainage, if applicable. 2) The Application for Payment (Exhibit H) shall: a) be an accurate reflection of the progress of the Work; b) contain line items based on the Schedule of Values; c) bear the notarized signature of Construction Contractor; d) bear the signature of the Design Professional if contracted to perform Construction Phase Services; e) only be paid after approval by the Agency Designated Representative; and f) not include Subcontracted items or any other items for which Construction Contractor does not intend to pay. 3) Unless otherwise stated in the Special Terms and Conditions, the Construction Contractor is required to include the following, at a minimum: a) Construction Contractor Name and Address; b) Subcontractor's Name, Remit to Address and Contact Information, and c) All backup documentation to Application for Payment, detailed prior to showing subtotals for each item for Construction Contractor and Subcontractor (e.g., labor detail, Materials, and tax listed in separate line items). 4) Applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized and executed by the Agency in Change Orders. 5) Applications for Payment may not include requests for payment of amounts the Construction Contractor does not intend to pay to a Subcontractor or Material supplier because of a dispute or other reason. 6) Applications for payment shall be made on account of Materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. a) If approved in advance by the Agency, payment may similarly be made for Materials and equipment suitably stored off the Site at a location agreed upon in writing in accordance with Arizona General Accounting Office policies.

	b) Payment for Materials and equipment stored on or off the Site shall be conditioned upon compliance by the Construction Contractor with procedures to establish the Agency's title to such Materials and equipment or otherwise protect the Agency's interest, and shall include applicable insurance, storage and transportation to the Site for such Materials and equipment stored off the Site. 7) The Construction Contractor further warrants that upon submittal of any Progress Application for Payment all Work for which Applications for Payment have been previously issued and payments received from the Agency shall, to the best of the Construction Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Construction Contractor, Subcontractors, Material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials, and equipment relating to the Work by also submitting a Conditional Waiver of Lien form with the Application for Payment. 8) At the time of submittal for payment of retainage, if requested by the Construction Contractor prior to the Final Application for Payment, and at Final Application for Payment, Construction Contractor shall provide the Agency with all items contained in Contractor Project Closeout- Exhibit M. 9) Agency shall not accept improper or incorrect Application for Payment until corrections have been made. 10) A Progress Payment shall not be made to Construction Contractor until the Application for Payment has been certified. 11) Final Payment shall not be made to Construction Contractor until a Final Completion Certificate has been issued.
4.4 **Application for Payment Certification by Design Professional**	The Design Professional will review and certify the amounts due to the Contractor and will issue Certificates for Payment in such amounts based on the Design Professional's inspections, observations and evaluations of the Construction Contractor's Applications for Payment for the Work accepted and in conformance to the Contract.
4.5 **Automated Clearing House**	Agency may pay invoices through an Automated Clearing House (ACH). In order to receive payments in this manner, Design Professional 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/afis/vendor-information
4.6 **Availability of Funds**	By A.R.S. § 35-154, every Agency payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, Agency may terminate the Contract at the end of the period for which funds are available, or, at Agency's discretion, allow appropriate amendment to the Contract. No liability will accrue to Agency if it exercises the foregoing right or discretion, and Agency will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
4.7 **Basis of Compensation; Design Professional**	1) The Agency will compensate the Design Professional monthly upon the Agency acceptance described in the approved Contract, as it may be subsequently amended, upon receipt of an accurate monthly billing statement providing evidence of expenses. 2) No advance payment will be made to the Design Professional prior to rendering services.

	3) Payments for Basic Work will be made monthly in proportion to services performed within each phase of services as reasonably determined by Agency. Agency shall have the right to review and inspect any and all records including, but not limited to, time sheets and work product of Design Professional, in order to determine whether the amount requested is accurate. Payment applications will be reviewed by the Agency to ensure the following information is included and correct or Agency will not approve the payment: a) Figures on the payment application shall be accurately calculated; b) Labor rates, reimbursables, fixed fee, subconsultant rates, overhead and fringe benefits listed on the payment application shall be consistent with the terms of the Contract; c) Charges included on the payment application shall be for Work included in the Contract or an amendment to the Contract, and shall be tied directly to the tasks outlined in the Contract; d) Design Professional principals shall bill at staff rates when acting as staff. Principals may only bill at the hourly rate of Principals when acting in that capacity. The Design Professional shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation; e) Subconsultant is an approved subconsultant in the Contract or an amendment to the Contract and any subconsultant approved for a specific discipline is being paid when Work in that discipline is performed; f) Reimbursable Expenses claimed are permitted by the terms of the Contract and supporting documentation is provided with the invoice; and g) If invoice has item(s) in dispute. Design Professional may resubmit an invoice for the undisputed amount or wait for payment until the dispute has been resolved. h) Design Professional shall not be entitled to receive payment until they have provided Agency with conditional and/or unconditional lien waivers, including waivers from Subconsultants, along with a detailed description of services and such other documents showing compliance with the terms of the contract as Agency may reasonably require in connection with requests for payment.
4.8 Contracted Labor Rate	1) The contracted labor rates are the fully-burdened and marked-up billing rates for Construction Contractor's labor Exhibit C 2) The rates are deemed to be inclusive of the actual gross wages plus all: a) Applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions; b) Retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like; c) Required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Construction Contractor personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel); d) Insurance coverages to be provided by Construction Contractor under the Contract; and e) Profit.

	3) The rates are not subject to overtime or other premium time unless expressly stated otherwise. 4) Prior to Construction Contractor finalization of Subconsultants and/or Subcontractors contracts, the Agency shall review and approve Subconsultants and/or Subcontractors hourly rates.
4.9 Delay	1) Pursuant to A.R.S. § 41-2617, if the Construction Contractor incurs damages due to a delay for which the Agency and the Construction Contractor agree is (a) the fault of the Agency, (b) unreasonable under the circumstances, and (c) was not already contemplated by the terms of the agreement, then the Agency and the Construction Contractor may negotiate for the recovery of those damages. In this case, if the Construction Contractor sustains damages, which could not have been avoided by the judicious handling of forces, equipment and materials; or by reasonable revision in the Construction Contractor's schedule of operation, the compensation for such damages will be negotiated. The Construction Contractor shall notify the Agency of the condition in writing by the next work day. Failure to notify the Agency within this time may be just cause to reject any claims for such damages. 2) DELAYS THAT RESULT IN A MATERIAL CHANGE TO THE DATE OF SUBSTANTIAL COMPLETION MAY RESULT IN LIQUIDATED DAMAGES. Agency may assess Liquidated Damages (as detailed in the Special Terms and General Conditions) for unexcused and/or unauthorized delays, caused by the Construction Contractor, or any of its Subconsultants or Subcontractors, that result in a material change to the date of Substantial Completion of the Work. Construction Contractor is responsible for any reasonably foreseeable causes of delay. 3) TIME EXTENSION. Within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time, the Construction Contractor must deliver a preliminary written notice to the Agency describing the general nature of the request. Within a reasonable time after the preliminary notice, the Construction Contractor must provide the Agency written supporting documentation stating all known time extensions to which the Construction Contractor is entitled. Construction Contractor may submit written time extension requests to the Agency for approval if the Construction Contractor is delayed through no fault of its own. 4) CONCURRENT DELAYS. To the extent the Construction Contractor is entitled to an extension of time due to an Excusable Delay but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Construction Contractor and/or any of its subcontractors/subconsultants, and suppliers, the Construction Contractor shall not be entitled to any additional Costs for the period of such concurrency. 5) CHANGE ORDER. Any requests for time extensions must be approved by Agency and/or Design Professional through the use of a Change Order.
4.10 Equipment Rental	Construction Contractor rental of construction equipment to perform the Work shall be recorded and billed to the Agency to the nearest one-half hour and shall cease when equipment is no longer necessary for the Work. Billing shall include sales tax, the Cost of transportation, loading, unloading, and dismantling and removal thereof in accordance with the rental agreement terms and Agency approved Construction Contractor markup for overhead and profit. Rates for Construction Contractor -owned equipment shall be approved by Agency prior to equipment use. Construction Contractor shall not charge

	Agency for equipment that is inoperable due to breakdown or used for Work not related to the Project.
4.11 **Invoicing Requirements**	1) Design Professional shall only submit invoice that match the prices in the Contract, including the pricing in any authorized Change Order or Contract Amendment. 2) Design Professional shall comply with the following requirements for the submittal of invoices to the Agency. The Agency may, in its discretion, choose to deny all or some of an invoice due to the Design Professional's failure to fully comport invoices to these requirements: a) TRAVEL. Travel Costs will be reimbursed according to the policies and procedures set by the State of Arizona's General Accounting Office as specified in the Contract. See http://www.gao.az.gov/travel/ for Current Policies. Any anticipated travel Costs should be detailed as a line item in Design Professional's fee proposal. b) LODGING, SUBSISTENCE, AND MILEAGE. Design Professional and Agency must agree upon any lodging and subsistence Costs before these Costs are incurred for the Design Professional to receive reimbursement for these Costs. If lodging and subsistence Costs are incurred fifty (50) or more miles from the Design Professional primary place of business, then the invoice must include all receipts associated with these Costs for full reimbursement. Design Professional will only be reimbursed for mileage for travel fifty (50) or more miles from the Design Professional's primary place of business. c) PREVIOUS MONTH. Design Professional shall only submit invoices for authorized and accepted Work, and Reimbursable Expenses for the previous month less any applicable penalties. d) INVOICES MUST BE VERIFIED. Design Professional shall bear the primary responsibility for the validity of any and all invoices, and shall certify that its invoices have been examined and that the contents therein are accurate and consistent with the Design Professional's books of account. e) INVOICE REQUIREMENTS STRICTLY ENFORCED. Agency reserves the right to reject, or partially pay, any invoices that are improperly addressed, or contain inaccurate or incomplete information. Agency is not responsible for any financing or other charges due to payments that are late due to Design Professional error. f) FINAL INVOICE. Design Professional shall submit an invoice that contains a clear designation that it is the "Final" invoice when the Work is complete. Agency is under no obligation to release payment on a Final Invoice until the Design Professional has fully documented the final completion of the Work and Agency has reviewed and agreed with the amount due on the Final Invoice.
4.12 **Interest**	Payments to Design Professional are issued pursuant to A.R.S. § 35-342. If payments to Design Professional are allowable and 30 days past due, interest shall accrue at the rate detailed in A.R.S. § 44-1201.
4.13 **Payment**	1) PAYMENT NOT ACCEPTANCE. Agency payment of any invoice or Application for Payment shall not be construed to be acceptance of the Work. 2) PAYMENT DEADLINE. Agency shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Contract, Agency shall make payment in full for Materials that have been delivered and accepted and Work that has been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true:

	a) All of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Work 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 and reasonably requested by the Agency, provided that, the Agency will not make or be liable for any payments to Contractor until Contractor has registered properly in APP and provided a current IRS Form W-9 to Agency unless excused by law from providing one. 3) PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, Agency shall make payment to Contractor under the federal tax identifier provided.
4.14 **Project Suspension by Agency**	If the Project is suspended or abandoned in whole or in part for more than six (6) months by the Agency, the Design Professional will be compensated for only the following: all Work performed prior to receipt of written notice from the Agency of such suspension or abandonment together with Reimbursable Expenses then due. The Agency will not be liable for any additional expenses or any damages, including but not limited to consequential damages. If the Project is resumed after having been suspended for more than six (6) months, the Design Professional's compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, Agency may terminate the Agreement.
4.15 **Recovery of Overpayment**	If Agency determines that an over-payment has been made to Design Professional on any prior invoice, it shall inform Design Professional of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Design Professional.
4.16 **Reimbursable Expenses**	Reimbursable expenses may be billed in accordance with Uniform Terms and General Conditions for amounts expended in the interest of the Project. Design Professional shall not exceed the approved reimbursement amount without prior written approval of the Agency through a Contract Amendment.
4.17 **Standard Hourly Rate Basis for Work**	For Projects compensated on a Standard Hourly Rate basis, the invoice statement for all Applications for Payment must show the name of all employees and Subconsultants and/or Subcontractors charging time to the Project, the amount of time billed, the fully burdened hourly rates, and the activities performed by each person listed. If requested by Agency, payroll time sheets and any other documents reasonably requested by Agency to verify amounts requested, shall be provided.
4.18 **Stipulated Sum (Fixed Price/Lump Sum) Basis for Work**	For Projects compensated on a Stipulated Sum basis, the invoice statement for Application for Payment must include a brief summary of the progress and completion of tasks in accordance with the Work to substantiate the percentage of completion of Work by phase during the time period covered by the Application for Payment. Any Costs in excess of approved maximum not to exceed Contract amount incurred prior to Agency's written consent will not be paid unless Costs were incurred at the Agency's direction.
4.19 **Notification of Payments**	Any Design Professional, Subconsultant, or Subcontractor may notify the Agency in writing requesting that it be notified by the Agency in writing within five days from payment of each progress payment made to a Construction Contractor. If a request is made to the Agency as described in this paragraph, the request remains in effect for the duration of the requestor's Work related to this Contract pursuant to A.R.S. § 41-2577. Note that this paragraph in no way limits the Design Professional's and/or Construction Contractor's ability to withhold any

	application or certification due to issues related to the Work of a Design Professional, Subconsultant, or Subcontractor as described in A.R.S. § 41-2577(D).
5. CONTRACT CHANGES	
5.1 Assignments and Delegations 5.1 Assignments and Delegations	1) NOTICE AND ASSIGNMENT OF TRANSFER OF OWNERSHIP. In additions to Sections 5.2 and 5.3 below, the Agency will require immediate notice and explicit assignment, pursuant to this Section, of any change to the underlying ownership of the Contractor. For the purpose of this Section, a change in ownership is defined by the transfer of any ownership interest or control of fifty percent or more of the Contractor, regardless of the form under which the Contractor conducts its business. 2) IN WHOLE. Contractor shall not assign in whole or in part its rights or delegate in whole or in part its duties under the Contract without (a) notifying the Procurement Officer in advance and (b) obtaining the Procurement Officer's prior written consent, which the Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or any other change in control, then no such consent will be given in any event without the assignee or delegate giving the Agency satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when Agency first awarded it the Contract. Such determinations shall be made by the Procurement Officer in its sole discretion.
5.2 Contract Amendments	The Contract is issued for Agency under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope.
5.3 Unauthorized Contract Amendments or Orders are Void	Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Design Professional will be void and without effect; Design Professional will not be entitled to any claim made under the Contract based on any such purported changes. The Design Professional is on notice that any course of conduct dealings cannot bind the Agency to any changes to the Contract; the Agency may avoid any unauthorized modifications to the Contract, Contract Amendments, or Orders.
5.4 Change Orders	1) The Agency will only compensate for and the Construction Contractor shall only deliver or perform Additional Work that has been approved by the Agency through a fully authorized Change Order. 2) CHANGE ORDER TERMS. All Change Orders are subject to the Contract Terms and Conditions except to the extent they are modified by Change Order. 3) REASONABLE TIME FOR REVIEW. Both parties to the Contract agree to allow a reasonable period of time for the review and consideration of any requested Change Orders. 4) FIELD ORDER DIRECTIVES (See Exhibit I). Field Order Directives should be followed by a Change Order within a reasonable time. The Not-to-Exceed Cost detailed in the Field Order Directive is enforceable against the Construction Contractor if the Agency and Construction Contractor are unable to agree to a price through a Construction Change Order. 5) ITEMIZATION OF WORK. The Construction Contractor shall include the proposed Cost itemized breakout including Subcontractor or Subconsultant pricing by Work division labor and Materials, at a minimum to include: General Conditions, Overhead and Profit, Total- Labor Costs, Total Materials Cost, Equipment, Field Office and Job Site Supervision, Bonds, Insurance, and applicable tax. Failure of Construction Contractor

	to submit itemized Cost information with the Change Order Request will delay processing through no fault of the Agency. 6) ADDITIONAL TIME FOR DELAY. Construction Contractor must submit any request for an Excusable Delay within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time. a) Any Construction Contractor request for an Excusable Delay must be made through Construction Contractor initiation of a Change Order Request and written notice to the Agency. b) Failing to timely and properly provide written notice of the Delay, which must include a request through a Change Order Request, will waive Construction Contractor's ability to negotiate increased time to complete the Work. c) The Construction Contractor's request shall include an estimate of Cost and of probable effect of delay on the Work Progress Schedule. Adverse weather conditions shall not be a basis for a claim for additional Costs. 7) FUEL SURCHARGES. Under no circumstances will the Agency accept any fuel surcharges on any Change Order request or Construction Contractor Pay Applications 8) CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR MARKUP. The combination of overhead and profit shall not exceed the original percentage mutually agreed upon value of labor and Material for Work performed by any Construction Contractor or subcontractor for any Change Order or 5%, whichever is greater. 9) CONSTRUCTION CONTRACTOR ADDITIONAL WORK. Any Additional Work caused by Construction Contractor error, inconsistency, ambiguity, or otherwise conduct of Construction Contractor shall not constitute a change, and such Work will be performed at no additional cost to Agency. AGREEMENT ON CHANGE ORDER. Agreement on any Change Order shall constitute a final settlement of any and all matters relating to the change in the Work which is the subject of the Change Order including, but not limited to, any and all direct and indirect costs associated with such change and any and all adjustments to the Contract sum and the Schedule.
5.5 Field Order Directive	1) The Agency may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Contract Cost and time for Substantial Completion being adjusted accordingly. 2) A Field Order Directive (Exhibit I) shall be used in the absence of total agreement on the terms of a Change Order. 3) If the Agency and the Construction Contractor cannot agree as to what amount should be charged for the Field Order Directive, Construction Contractor shall only be entitled to be reimbursed for actual direct labor and material Costs incurred at the construction site attributable to the change plus 5% for overhead and profit. Construction Contractor shall keep detailed records of all such Costs and submit such records to the Agency on a weekly basis. Within ten (10) days of completion of the change and the submission of all Cost data to the Agency, the Agency shall determine the total allowable Costs for the purpose of pricing and paying for the additional work required by the Field Order Directive and advise the Construction Contractor of such determination in writing. This determination shall be final and binding unless Construction Contractor objects in writing within ten (10) days of this determination. The written objection shall contain a detailed statement of those elements and items of the determination with which the Construction Contractor disagrees with an

	adequate explanation forming the bases of the disagreement. The parties shall then make a good faith effort to resolve the disagreement within fifteen (15) days. If the parties still fail to agree, the dispute shall be submitted to the Procurement Officer. The Procurement Officer shall determine the Costs and notify the Construction Contractor in writing of his or her determination. If the Construction Contractor disagrees with the Procurement Officer's determination, the Construction Contractor shall immediately initiate the contract claims resolution process in the Arizona Procurement Code (A.A.C. R2-7-B901, *et seq*.) 4) When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. 5) The amount of credit to be allowed by the Contractor to the Agency for a deletion or change which results in a net decrease in the Contract Cost shall be actual net Cost as determined by the Design Professional or Agency. 6) Pending final determination of Cost to the Agency, amounts not in dispute may be included in applications for payment. 7) For any disagreement between the Contractor and Agency on the adjustment in Contract time or the method for determining it, the adjustment or the method shall be referred to the Agency for determination. 8) When the Agency and Contractor agree with the determination made by the Contractor concerning the adjustments in the Contract Cost and Contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
5.6 **Minor Changes in the Work**	The Contractor, with the Agency's approval, has the authority to order minor changes in the Work not involving adjustment in the Contract Cost or extension of the Contract time and consistent with the intent of the Contract. Such changes shall be affected by written order and shall be binding on the Agency and Contractor. The Contractor shall carry out such written orders promptly.
5.7 **Claims**	If Contractor is aware of any act, omission, or condition that would give rise to a breach of Contract or a Change Order and/or claim, Contractor shall notify Agency in writing within 48 hours after becoming aware of such act, omission, or condition. This notice shall provide sufficient detail so that the claim may be properly evaluated by the Agency in a timely manner. Failure to give such notice shall be deemed a waiver of the right of the Contractor to recover.
6. RISK AND LIABILITY	
6.1 **Risk of Loss** 6.1 **Risk of Loss**	If applicable, Contractor shall bear all risk of loss and damages caused by Drawings, Specifications, Design Requirements, or other documents prepared by Contractor and used by Contractor in bidding, designing, and/or constructing the project to the extent that such documents are ambiguous, incomplete, contain errors or inconsistencies or fail to comply with any applicable codes, regulations and laws.
6.2 **Basic Indemnification**	CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). If a Design Professional provides Work, services, studies, planning, surveys or other preparatory Work in connection with a public building or improvement, the Contractor, and any and all of its Subconsultants and/or Subcontractors under this Contract, shall indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, from liabilities, damages, losses and Costs, including reasonable attorney

	fees and court Costs (including, but not limited to, primary loss investigation, judgment Costs, expert witness fees, and any and all fees and Costs from appellate proceedings), for any and all acts arising from or connected to the performance of this contract but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of such Contractor or other persons employed or used by such Contractor or Subconsultants and/or Subcontractors in the performance of the Contract or subcontract, as allowed under A.R.S. Section 41-2586 (C) and A.R.S. Section 34-226. The Design Professional additionally agrees to indemnify the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for any vicarious liability for the tortious conduct of the Design Professional's actions including the actions of any of the Design Professional's personnel or Subcontractors and/or Subconsultants. The amount and type of insurance coverage requirements set forth in the Contract shall not be construed as limiting the scope of the indemnity in this paragraph. This indemnity shall not apply if the Contractor or Subconsultant(s) and/or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
6.3 **Patent and Copyright Indemnification**	1) DESIGN PROFESSIONAL/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Design Professional Indemnitor for performance under the Contract, Design Professional shall indemnify, defend and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees 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: a) Agency shall provide reasonable and timely notification to Design Professional of any claim for which Design Professional may be liable under this paragraph; b) Design Professional, with reasonable consultation from Agency, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise. Design Professional shall provide the Agency with notice of settlement negotiations and allow the Agency to participate in negotiations, if Agency so chooses; c) Agency may elect to participate in such action at its own expense; and d) Agency may approve or disapprove any settlement or compromise, provided that, Agency shall not unreasonably withhold or delay such approval or disapproval and Agency shall cooperate in the defense and in any related settlement negotiations. 2) If Design Professional is a public agency, this paragraph does not apply.
6.4 **Force Majeure**	1) DEFINITION. For this paragraph, "force majeure" means an occurrence that is: a) beyond the control of the affected party, b) occurred without the party's fault or negligence, and c) something the party was unable to prevent by exercising reasonable diligence. 2) Without limiting the generality of the foregoing, force majeure expressly 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 authorities, and subject to paragraph 6.5 "Performance in Public Health Emergency," declared public health emergencies. 3) Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late

	performance by a Subcontractor unless the delay arises out of an occurrence of force majeure. 4) RELIEF FROM PERFORMANCE. Except for payment of sums due at the time of Force Majeure, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall provide written notice to the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing. 5) DELAY CAUSED BY FORCE MAJEURE IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits or any other consequential damages if and to the extent that such failure was or is being caused by an occurrence of force majeure. 6) DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.
6.5 Performance in Public Health Emergency	1) Construction Contractor warrants that it will: 2) 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: 3) identification of response personnel by name; 4) key succession and performance responses in the event of sudden and significant decrease in workforce; and 5) alternative avenues to keep the project consistent with its Schedule or sufficient product on hand or in the supply chain; and 6) Provide a copy of its current plan to Agency within three (3) business days after Agency's written request. If Construction Contractor claims relief under the paragraph "Force Majeure" for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Construction 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) For clarification of intent, being obliged to implement the plan is not of itself an occurrence of Force Majeure, and Construction Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a Material breach of contract.
6.6 Safety Standards	1) Contractor shall provide Materials and Services under this Contract that comply with all current applicable safety standards and regulations, including but not limited to, the

	Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards and any other standard references in the Contract. 2) Contractor shall provide necessary protection, take all precautions for and monitor the safety of Construction Contractor personnel and Subcontractor and/or Subconsultants during the performance of Work. 3) Contractor is obligated to act to prevent threatened damage, injury or loss of persons, the Work, or property at the Site or adjacent thereto in emergencies affecting the safety or protection thereof.
6.7 **Third Party Antitrust Violations**	Contractor assigns to Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7. WARRANTIES

7.1 **Liens** 7.1 **Liens**	Contractor warrants that the Materials and Services when accepted will be and will remain free of liens or other encumbrances.
7.2 **Guarantees and Warranties**	1) Design Professional warrants that it has carefully conducted and performed internal checking of any and all Design Requirements to ensure proper layouts and dimension completeness and clarity, and through due diligence has no knowledge of any inconsistencies, ambiguities, errors, omissions, or conflicts with regard to such Design Requirements. 2) Design Professional warrants that it has advised Agency in writing of the need for tests, studies, analysis or subconsultant services for the development of design documents. 3) Design Professional warrants that construction drawings and specifications submitted for bidding or negotiation with a Construction Contractor are complete, accurate, unambiguous and in compliance with all applicable codes, laws and ordinances. 4) Design Professional warrants that it is financially solvent and possesses sufficient experience, licenses, personnel, and capital to complete the services for the Agency. 5) Design Professional warrants that they have visited the project Site, is thoroughly familiar with the conditions of the Site, and will correlate its observations with the construction drawings and specifications. 6) Design Professional warrants that it shall be responsible for any and all defects in the construction drawings and specifications, and other design documents prepared by Design Professional and/or Subconsultants and/or Subcontractors, that are caused by the Design Professional, Subconsultants and/or Subcontractors, or any other person or firm hired by the Design Professional. 7) Design Professional warrants that the construction drawings and specifications are sufficient for the intended purpose of performing design services under this agreement. 8) Design Professional warrants that the construction drawings and specifications may be built at the Site and that construction and completion of the project will not violate any zoning ordinance or use restrictions imposed by any governing authority. 9) Design Professional warrants that all personnel or Subconsultants and/or Subcontractors used for construction administration services shall have sufficient knowledge and experience to properly carry out the duties required for the Work.
7.3 **Contractor Personnel**	1) Construction 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. Construction Contractor further warrants that its key personnel will maintain any certifications relevant to their Work, and Construction Contractor shall provide individual evidence of certification to Agency's authorized representatives upon request. 2) The Construction Contractor shall enforce strict discipline and good order among the Construction Contractor's employees and other persons carrying out the Contract Work. The Construction Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
7.4 **Intellectual Property**	1) Design Professional 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 Design Professional is not and cannot reasonably be expected to be aware of the infringement or violation. 2) SYSTEMS AND CONTROLS. In consideration for Agency having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Design Professional agrees to establish and keep in place systems and controls appropriate to ensure that Agency funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights
7.5 **Compliance with Laws**	If applicable, Design Professional warrants that the Materials and Services and any disposal thereof bearing on performance of the Work do and will continue to comply with all applicable federal, state, and local laws. Some of the local codes with which the Work performed by the Design Professional must be in compliance include, but are not limited to, the Arizonans with Disabilities Act (A.A.C. R10-3-401 through 412) and American National Standards Institute's Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped; State of Arizona Fire Code; regulations related to solar energy and life cycle Cost analysis (see A.R.S. § 34-452); and Water Conservation for State Facilities (see Executive Order 91-3).
7.6 **100% Construction Documents**	1. Construction Documents shall be consistent with the Project program, construction budget, and Progress Schedule. 2. Prior to the first Construction Documents phase submittal, Design Professional and its Subconsultants and/or Subcontractors shall review Agency's Bidding Documents for Project requirements and recommend any changes needed to make them applicable to the Project. 3. Design Professional shall update the documents and provide additional drawings, details and specifications in sufficient detail as to be deemed complete and buildable. 4. Prior to submitting the 100% Construction Documents, Design Professional and its Subconsultants and/or Subcontractors shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level 5. The Design Professional shall provide or assist with the preparation of the following: a) Certification Page b) Project Description c) Index to the Specifications d) Specifications and List of Drawings with dates
7.7 **Errors and omissions**	1) Errors, inconsistencies, ambiguities or omissions discovered by the Contractor shall be reported as a written Request for Information to the Agency immediately prior to the execution of Work.

	2) If the Contractor performs any Work activity knowing or should have known it involves an error, inconsistency or omission in the Contract without such written notice to the Agency, the Contractor shall assume full responsibility for such performance and shall bear the full Costs for correction. 3) REMEDIATION OF ERRORS. Contractor bears full responsibility for errors and omissions in its Work and any and all Work of the Contractor's Subconsultant's and/or Subcontractor's Work. Contractor shall include in its Work, without limit or additional Cost to the Agency, all Work necessitated, in whole or in part, by any and all errors and omissions of, or breach of, the Contract by, the Contractor, its Subconsultants and/or Subcontractors, or any entity working under the Contractor. At a minimum, the Contractor shall, at no Cost to the Agency, promptly remediate any errors, omissions, deficiencies, or contradictions in its Work to the satisfaction of the Agency. 4) ACCEPTANCE OR APPROVAL DOES NOT ALLEVIATE CONTRACTOR'S RESPONSIBILITY FOR ERRORS. The approval, review, or acceptance of the Contractor's Work by any Agency or other party does not, in any way, alleviate the Contractor from its responsibility to fully remediate the Work from any errors discovered subsequently or necessary clarification of any ambiguities. The obligations of the Contractor to correct defective or nonconforming Work shall not, in any way, limit the Contractor's other obligations under the Contract. 5) DESIGN PROFESSIONAL PERFORMING WORK WITH A CONSTRUCTION MANAGER AT RISK. When working with a Construction Manager-at-Risk, Design Professional has a shared responsibility with Construction Contractor for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents when hired by the Agency to perform pre-construction services. In such case, Design Professional's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.
7.8 Licenses and Permits	Design Professional warrants that it will maintain all licenses and proper State registration required under paragraph 3.8 [Design Professional Licenses] 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 5.1 Assignments and Delegation that expressly recognizes the event.
7.10 Pandemic Contractual Performance	1) The Design Professional shall have a plan that illustrates how the Design Professional shall perform contractual requirements in the event of a pandemic. At a minimum, the plan shall include: 2) Key succession and performance planning in the event of sudden significant decrease in Design Professional's workforce; 3) Alternative methods to ensure there are products in the supply chain; and 4) a current organizational chart and contact list. 5) In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply: 6) The Agency may temporarily void the Contract(s) in whole or specific sections if the Design Professional cannot perform contractual requirements; 7) The Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and

	8) The Agency may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform. 9) The Agency, at any time, may request to see a copy of the written plan from the Design Professional. The Design Professional shall produce the written plan within seventy-two (72) hours of the request.
7.11 **Lobbying**	1) PROHIBITION. Design Professional warrants that: 2) it will not engage in lobbying activities, as defined in 40 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 Design Professional'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 Agency to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Design Professional shall implement and maintain adequate controls to assure compliance with this paragraph. 3) Design Professional shall obtain an equivalent warranty from all Subcontractor and/or Subconsultants and shall include an equivalent no-lobbying provision in all Subcontracts. 4) EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for Agency's benefit or on Agency's behalf.
7.12 **Survival of Warranties**	All representations and warrants made by Design Professional under the Contract will survive the expiration or earlier termination of the Contract.
7.13 **Waiver of the Statute of Repose**	To the fullest extent permitted by law, Contractor waives Arizona's statute of repose as defined in A.R.S. § 12-552 (the "Statute of Repose"). The Contractor 's express written warranties stated elsewhere in the Contract, and any and all any and all claims, actions, liabilities, damages, losses, or expenses including attorney fees and court Costs, for bodily injury or personal injury (including death), will not be time-barred by the Statute of Repose. Court Costs shall include, but are not limited to, Costs associated with claim processing, primary loss investigation, judgment, expert witnesses, and any and all fees and Costs related to appellate proceedings.
8. STATE'S CONTRACTUAL REMEDIES	
8.1 **Agency's right to carry out work** 8.1 **Agency's right to carry out work**	1) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Agency to commence and continue correction of such default or neglect with diligence and promptness, the Agency may after such seven-day period, without prejudice to other remedies the Agency may have, correct such deficiencies or cause such deficiencies to be corrected. Contractor shall pay any and all Costs incurred by the Agency for such corrections to the work. 2) In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the Cost of correcting such deficiencies, including compensation for the Designer's additional services and expenses made necessary by such default, neglect or failure. 3) Such action by the Agency and amounts charged to the Contractor are both subject to prior review and confirmation by the Designer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Agency.

	4) An Agency may require that Contractor provide a work plan to address the deficiencies within 48 hours of receiving the above-referenced notice from Agency.
8.2 Consequential Damages	1) Design Professional and Agency waive claims against each other for consequential damages arising out of relating to the Contract. This mutual waiver includes, but is not limited to: a) Damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and b) Damages incurred by the Design Professional for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, inherent loss, bond capacity loss, business and reputation, and for loss of profit arising directly from the Work, and for indirect expenses and general office overhead and future profits. 2) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Design Professional documents. 3) In the event the liquidated damage clause is deemed unenforceable by any tribunal or court of competent jurisdiction, the Agency's waiver of consequential damages shall be null and void.
8.3 Nonconforming Tender	1) The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully constitutes a breach of Contract, in which event Agency will be entitled to exercise any remedy available to it under the Contract or laws. 2) Any material deviation from the final bid may be deemed a breach of contract unless specifically authorized by the Procurement Officer through a contract Change Order. 3) The Agency will not accept a material reduction and/or modification in the quality and/or quantity of the Work.
8.4 Non-exclusive Remedies	Agency's rights and remedies under the Contract are not exclusive.
8.5 Right to Assurance	1) If Agency in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for Agency to exercise any other remedy available to it under the Contract or laws. 2) The Agency may demand any and all documents in its reasonable discretion to assure itself that the Contractor has the resources and ability to perform the Contract.
8.6 Right of Offset	1) Agency is entitled to offset against any sums due Contractor any expenses or Costs Agency incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, Costs, and damages to which it is entitled by the Contract or laws. 2) Further, the Agency is also entitled to the right of offset on this Contract for breach and defaults on other Contracts between the Agency and Contractor.
8.7 Stop Work Order	The Agency may at any time require Contractor to stop all or any part of the Work by written order (a "Stop Work Order"). Upon receipt of a Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further Costs during the period of stoppage that might be chargeable to Agency associated

	with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10 solely for Work performed to date of the Stop Work Order subject to the limitations set forth in this Contract. Further, upon issuance of a Stop Work Order, Contractor shall take all steps necessary to ensure the safety of the Site.
9. CONTRACT TERMINATION	
9.1 AGENCY FAILURE TO PERFORM 9.1 AGENCY FAILURE TO PERFORM	The Design Professional is not liable or responsible for Agency delays or suspensions of Work.
9.2 Gratuities	Agency may, by written notice, terminate the Contract, in whole or in part, if Agency determines that employment or a Gratuity was offered or made by Design Professional or a representative of Design Professional to any officer or employee of Agency for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. Agency, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Design Professional.
9.3 Notice to Cure	In the event a Notice to Cure is issued to the Design Professional, the Design Professional shall attend a meeting with the Agency Procurement Officer and any designated Agency personnel. Upon receipt of any Notice to Cure, the Design Professional receiving the Notice must prepare a report describing its program and measures to affect the Cure of the event of default and/or anticipatory breach of Contract within the time required by the Notice to Cure. The report must be delivered to the Agency Procurement Officer at least three (3) business days prior to the required Notice to Cure meeting with the Agency.
9.4 Rights to Work Project	Should the Design Professional be terminated under this Contract, the Agency may continue the Project and receive copies of the Drawings, Specifications, or other documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the Agency. The Agency reserves the right to have these documents completed, corrected, revised or added to by another Design Professional
9.5 Suspension or Debarment	Agency may, by written notice to Design Professional, terminate the Contract immediately if Agency discovers that Design Professional 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 and/or Subconsultant of any public procurement unit or other governmental body. Agency has taken Design Professional's submittal of the Offer and Acceptance Form and will take its performance under the Contract as Design Professional's attestation that it is not currently suspended or debarred. If Design Professional subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.
9.6 Termination for Conflict of Interest	By A.R.S. § 38-511, Agency may terminate the Contract within three (3) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Agency is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Design Professional receives Agency's written notice of the termination unless the notice specifies a later date.
9.7 Termination for Convenience	By A.R.S. § 38-511, Agency may terminate the Contract within three (3) years after the effective date without penalty or further obligation if any Person significantly involved in

	initiating, negotiating, securing, drafting, or creating the Contract on behalf of Agency is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Design Professional receives Agency's written notice of the termination unless the notice specifies a later date.
9.8 **Termination for Default**	1) In addition to the rights reserved to it under the Contract, Agency may terminate the Contract in whole or in part due to Contractor's failure to: a) comply with any term or condition of the Contract; b) comply with any warranty made by construction contractor under the contract c) obtain and maintain all required insurance policies, bonds, licenses, and permits; or d) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. e) or fails to furnish Agency with assurances satisfactory to Agency evidencing Contractor's ability to complete the work in compliance with all the requirements of the Contract Documents. 2) Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished Materials on hand, Work in progress, Work completed, and Work accepted will become Agency's property, and Contractor shall deliver all of it immediately on demand. Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. 3) In the event the Agency terminates for default, the Agency shall be entitled to recover from the Contractor any and all reasonable attorney fees and court Costs (including, but not limited to, primary loss investigation, judgment Costs, expert witness and/or consultant fees and any and all expenses, fees, and Costs from appellate proceedings). 4) If a termination for default is later determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Contractor's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
9.9 **Work Performance Continuation Required**	Design Professional shall carry on the Work and adhere to the Progress Schedule during all disputes, disagreements, or alternative resolution processes with the Agency. Design Professional shall not delay or postpone any Work except as Agency and Design Professional may agree in writing. Design Professional shall continue to perform in accordance with the requirements of the Contract up to the effective date of any Stop Work Notice issued or Termination, as directed by Agency in the notice.
10.CONTRACT CLAIMS	
10.1 **Claim Resolution** 10.1 **Claim Resolution**	Notwithstanding any law to the contrary, all Contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and the rules adopted thereunder.
10.2 **Mandatory Arbitration**	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements for the resolution of claims valued at less than $100,000 by the State. The parties agree that any and all mandatory arbitration shall be through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted

	according to the applicable AAA rules, and with the Costs of arbitration (including but not limited to the arbitrator's fees, and Costs) to be allocated between the parties by the arbitrator. Costs do not include attorney fees.
10.3 **Additional Parties to Arbitration**	At the State's request, Design Professional agrees to allow for the joinder of an additional party, or additional parties, to an arbitration of any claim relating to the Contract. This provision is intended for circumstances in which the State, Design Professional, or an additional party, has a claim or claims that relate to either the facts or claim at issue in the Design Professional's arbitration with the State, and the State determines that it would be efficient to join all the parties involved in the dispute in one arbitration.

11.DESIGN PROFESSIONAL RESPONSIBILITIES

11.1 **Acceptance of Work** 11.1 **Acceptance of Work**	1) Agency has the right to make acceptance of the Work subject to a complete inspection on delivery and installation, if installation is Construction Contractor's responsibility. Agency may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent Materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. 2) Construction Contractor shall remove and replace any rejected Work; and remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. Agency will not owe Construction Contractor any payment for rejected Work, and Agency may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Construction Contractor in those instances where Agency has agreed to permit repair instead of demanding replacement
11.2 **Additional Work**	1) AUTHORIZATION FOR ADDITIONAL WORK REQUIRED. Contractor shall only provide Additional Work when authorized in a written Order signed by the responsible Agency Procurement Officer. The Agency will not provide compensation for unauthorized Work. 2) PROMPT NOTIFICATION. Contractor shall notify the Agency with reasonable promptness when the need for additional services is identified and explain the facts and circumstances giving rise to the need. If the Agency determines that all or parts of those services are not required, the Agency shall give prompt written notice to the Contractor, and the Agency shall have no further obligation to compensate the Contractor for those services. 3) PROMPT AND ACCURATE SUBMITTALS. To avoid delay in the Schedule, Contractor shall submit any Requests for Information ("RFI's) or any other necessary documentation completely, accurately, and in a timely fashion, in accordance with the Contract.
11.3 **Agency Reviews and Approvals During Design**	1) Each design phase is subject to review and approval by the Agency. 2) Other Agency personnel, external consultants, or public agencies may also review the Design Professional's submittals at the Agency's discretion or as required by applicable regulations in advance of Agency approval. 3) The Agency will review the submitted drawings at all stages at times mutually agreeable with the Design Professional and provide written comments. The Design Professional may not proceed with Work until it has received Agency approval.
11.4 **Allowances**	1) The Construction Contractor shall include in the Contract Cost at time of offer submission any and all Allowances stated in the Contract as separate line items. Items covered by Allowances shall be supplied for such amounts and by such persons or

	entities as the Construction Documents may direct, but the Construction Contractor shall not be required to employ persons or entities against which the Construction Contractor makes reasonable objection. Agency shall approve all use of Allowances through the use of Authority to Use Allowance Form, Exhibit S. 2) Allowances shall: a) Cover the Cost to the Construction Contractor of Materials and equipment delivered to the Site and all required taxes, less applicable trade discounts; b) Construction Contractor's Costs for unloading and handling at the Site, labor, installation Costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Cost and not in the Allowances; c) Construction Contractor shall take all reasonable steps to ensure the scope and budget of Allowances are correct. When Costs are more than or less than Allowances, the Contract Cost shall be adjusted accordingly by a Change Order. Construction Contractor shall notify the Agency immediately if the scope selected for the Allowance causes Costs to be more or less than Allowance. d) Amount of Allowance must reflect reasonable Cost of providing the items, whether the item is actually provided.
11.5 As-Built Drawings	Construction Contractor will review and update the As-Built Drawings on a weekly basis reflecting the changes in Specifications and working Drawings during the Construction of the Work and such updated As-built Drawing shall be made available at the construction site for review by agency and Design Professional. Construction Contractor will submit the fully revised set of Drawings to the Design Professional upon Final Completion of the Work for the Project. Design Professional will incorporate Construction Contractor's red-line drawings and will submit the fully revised set of As-Built Drawings to the Agency upon Final Completion of the Work for the Project.
11.6 Automatic Temperature Control Design	Where applicable, the Design Professional shall specify open protocol automatic Energy Management System (EMS)/HVAC controls systems that communicate with and are interoperable with the Agency system. The Agency's Designated Representative shall arrange an initial meeting to discuss the integration and specification of the EMS/HVAC Control System. The Design Professional shall thereafter incorporate these requirements into Project design and Construction Documents.
11.7 Basic Work, Design Professional Services	Design Professional's Basic Work, as detailed in the Design Professional Services Agreement, shall include but are not limited to, any and all structural, mechanical, civil and electrical engineering Services. If the initial scope of the Project is changed materially by the Agency, the Design Professionals compensation will be equitably adjusted through negotiation upon execution of a contract amendment.
11.8 Bidding Phase	During the Bidding phase, only the Agency Procurement Officer shall receive all requests for interpretation, clarification and modification from Bidders, and log in the date, time, contact information and question in the e-procurement system. The Agency Procurement Officer will forward this information to the Design Professional. The Design Professional and its Subconsultants and/or Subcontractors may answer general questions and collect information from Bidders, but shall not clarify intent or change the Bidding Documents verbally or in writing. The Design Professional and its Subconsultants and/or Subcontractors shall forward a copy of questions they directly received from Bidders to the Agency Procurement Officer. The Agency Procurement Officer sets the deadline for receiving all requests for clarification or interpretation of the Bidding Documents. Questions received after the deadline may be answered at the discretion of the Agency Procurement Officer

11.9 Clean Up of Site	1) The Construction Contractor shall at all times keep the premises, Site of construction, surrounding area, and any storage areas neat and clean, and free from accumulation of waste materials or rubbish caused by operation of Work under the Contract. 2) At completion of the Work the Construction Contractor shall remove from and about the Project waste materials, rubbish, the Construction Contractor 's tools, construction equipment, machinery, surplus material, and any excess rocks and dirt from the Work, to restore affected areas of Site to a neat and clean condition satisfactory to the Agency Designated Representative. 3) If the Construction Contractor fails to clean up, the Agency may do so and the Cost thereof shall be charged to the Construction Contractor. 4) Any landscaped seeded or sodded area requiring repair as a result of construction damage shall be leveled, raked, and re-seeded or re-sodded with like material at Construction Contractor ’s expense.
11.10 Compliance with Codes	Contractor shall bear full responsibility for ensuring that the Work performed under the Contract complies with all applicable laws, codes and regulations. In the case of conflicts between codes, the more stringent conditions shall apply. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements.
11.11 Cooperation and Coordination	1) Agency and Design Professional will cooperate and participate fully in coordinating at all levels and among all the parties involved in this Project, and at their own expense. Cooperation shall mean both formal and informal interaction between and among all the parties involved in the Project, including but not limited to, Agency’s Representatives, Design Professional’s Subconsultants and/or Subcontractors, Construction Contractors, Subcontractor and/or Subconsultants and outside entities as designated by Agency to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget. The requirement for Cooperation shall not be construed as a change in the terms or conditions of the Contract for the Project. 2) The Agency and Construction Contractor shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional 's Subconsultants and/or Subcontractors shall be through the Design Professional. Communications by and with Subcontractor and/or Subconsultants and material suppliers shall be through the Construction Contractor. Communications by and with separate Construction Contractors shall be through the Design Professional.
11.12 Schedule	1) SCHEDULE. The Schedule for Construction and any and all updates thereto shall include time for any and all necessary review and approvals by Agency or outside entities, as well as sufficient time for other Consultants to complete their portion of the Work. The Schedule shall be in a format and provide sufficient detailed information that is acceptable to the Agency. Construction Contractor shall provide the Agency and Design Professional with an approved baseline Schedule, within a time frame determined by the Agency, to include at a minimum initiation of construction, mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and Substantial Completion of the Work of the Contract and any other information required in the Special Terms and Conditions. 2) ADDITIONAL TIME. Construction Contractor shall bear the primary responsibility for determining whether additional time is required for the review of any orders or amendments to the Contract for Construction; allowing time for Agency review and

	approval of any such orders or amendments; and is responsible for ensuring that such time is reflected in a modified Schedule in a Change Order. 3) CONTRACTOR REVIEW. Contractor shall bear the primary responsibility for ensuring that it was allotted sufficient time in the Schedule for construction for any and all necessary reviews and approvals. The Agency and/or Design Professional shall timely review all requests for information, changes, and submittals in a timely fashion as to not delay the project.
11.13 **Conformity of Work to Construction Documents Review**	1) The Design Professional shall review inspection reports, laboratory reports, and test data to determine conformity of such data with the Design Requirements expressed, implied, or depicted in the Contract Documents; approved Shop Drawings, Product Data, and Samples; and Clarification Drawings. 2) The Design Professional shall also recommend to the Agency, actions to be taken by the Agency as determined from Design Professional Project Site visits, inspection reports, laboratory reports, and test data or from Construction Contractor proposals, or other relevant documents. Agencies shall have the right, in the event of a dispute over conformity, to conduct an independent evaluation.
11.14 **Construction Cost Control**	Throughout the Project, the Design Professional shall keep the Project's estimated construction Cost within the Construction Budget and is responsible to periodically submit to Agency, at review times mutually agreeable to Agency and Design Professional, a current Estimated Project Construction Cost to verify that this is accomplished. Design Professional and Agency shall establish times in the Schedule to review the Construction Budget.
11.15 **Construction Safety**	1) INJURIES. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Construction Contractor shall notify Agency Designated Representative and other parties as may be directed promptly, but no later than twenty-four (24) hours after Construction Contractor learns that an event required medical care, supply Agency Designated Representative and Construction Contractor with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) or more workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, witness names and statements, finding of cause, and remedial plans shall be provided to Agency Designated Representative within one (1) week after occurrence, unless otherwise directed by Agency. 2) ENVIRONMENTAL SAFETY Construction Contractor shall immediately stop Work activities impacted by encountering any previously unknown potentially hazardous Material, or other Materials potentially contaminated by hazardous Material, and secure the affected area, and notify Agency Designated Representative immediately. Agency Designated Representative will promptly engage qualified experts to investigate and issue a written report to Construction Contractor identifying the Material(s) found. The Agency shall remediate and render harmless the hazard caused by Agency or if an unknown and could not have been reasonably foreseen by Construction Contractor. 3) TRENCHING AND EXCAVATING PLAN. Construction Contractor is required to submit a trenching and excavation plan to Agency Designated Representative prior to commencing operations unless an engineered plan is part of the Contract Documents. 4) ASBESTOS CONTAINING MATERIAL. The Construction Contractor shall not knowingly use, specify, request or approve for use any asbestos containing Materials or lead-based paint in the Work. When a specific product is specified, the Construction

	Contractor shall endeavor to verify that the product does not include asbestos containing Material. 5) Construction Contractor, Subcontractor and/or Subconsultants. employees and all Site visitors, at all times on the job Site, shall furnish and wear sufficient protective gear, including but not limited to, hardhats, safety shoes and safety goggles. Construction Contractor shall also provide temporary protection measures, drinking water and temporary sanitation facilities for use by construction personnel. Construction Contractor shall provide up-to-date Material safety data sheets (MSDS) as required for Materials at the Site. Construction Contractor shall have a detailed site-specific safety plan to address State and Federal safety laws.
11.16 **Contractor Pre-Award Conference**	1) Design Professional shall, participate in a pre-award meeting to include review of Construction Contractors' submittals which are received with the signed Agreement of the Construction Contractor. 2) Design Professional shall submit, prior to the bid date, a complete list of all submittals required by the Contract Documents listed by individual specification sections.
11.17 **Correction of Defects and Non-Compliant Work**	1) Construction Contractor shall use due care in inspections and observations to determine non-conformance. 2) Design Professional shall keep agency informed of progress and quality of Work and use due care to guard against defects and deficiencies in Construction Contractor's Work. Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, upon notice Construction Contractor shall immediately correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents. 3) Construction Contractor shall take any and all steps to meet the requirements of the Project Specifications. If Construction Contractor fails to do so, the Agency will require correction and full compliance. After corrective action is taken, the Agency will retest to determine compliance with the Specifications. Construction Contractor shall be responsible for the Cost of the additional testing and inspections, and such Cost shall be deducted from progress payment to Construction Contractor. 4) Construction Contractor shall, at no additional Contract Cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials or Work. 5) Construction Contractor shall bear the expense of making good all Work of Agency other contractors destroyed or damaged by removal or replacement of defective Construction Contractor Work. Agency shall equally enforce this clause against any Agency other contractors. 6) If Construction Contractor fails to take prompt action to comply with the Contract Documents in a timely manner, as determined by the Agency, Agency will be entitled to exercise its remedies under paragraph 8.6 [Right of Offset] of the Uniform Terms and Conditions, or any other remedies set forth in the Contract. 7) Whether Agency will permit Construction Contractor to repair in place or demands that Construction Contractor remove and replace is at Agency's discretion in each instance, provided that, Agency shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk,

unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on Agency's part.

8) AGENCY ACCEPTANCE OF DEFECTIVE WORK. At the absolute discretion of the Agency, the Agency may decide to accept defective Work, instead of requiring correction or removal and replacement of defective Work. Construction Contractor shall pay all claims, Costs, losses and damages attributable to Agency's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the Agency for the diminished value of the project resulting from the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Construction Contractor to Agency after a calculation by Agency of the diminution in value of the project resulting from defective Work.
9) The Construction Contractor's obligations to perform Warranty Work will survive the acceptance of any Work and any termination of the Contract.
10) CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK. Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, Design Professional and/or Agency Designated Representative shall communicate the finding to Construction Contractor, and Construction Contractor shall correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents.
11) AGENCY MAY CORRECT NON-COMPLIANT WORK. Agency shall issue a written notice to Construction Contractor to correct and remedy any deficiency including but not limited to
    a) Remove and replace rejected Work, or
    b) Construction Contractor failure to perform Work in accordance with the Contract Documents; or
    c) Construction Contractor fails to comply with other provisions of the Contract Documents.
12) If, in the opinion of the Agency, significant progress to correct the deficiency by the Construction Contractor has not been made, within seven (7) days, the Agency may exercise any actions necessary to remedy the deficiency including but not limited to:
    a) Exclude Construction Contractor from all or part of the Site;
    b) Take possession of all or part of the Work, and
    c) Suspend Construction Contractor 's services related thereto, and
    d) Incorporate in the Work all Materials and equipment stored for the Project at the Site or for which Agency has paid Construction Contractor but which are stored elsewhere.
    e) Hire a replacement contractor or take other measures that are reasonably necessary to correct the noncompliant Work. Any and all Costs incurred shall be paid by the Construction Contractor or deducted from any amounts due or that may be due Construction Contractor under this or any other contract with the State of Arizona. Costs, shall include, but not be limited to, repair and replacement Costs, labor and material Costs, removal Costs, design Costs, administrative expenses, and any other Costs and expenses caused by Construction Contractor's non-compliance.

	13) Construction Contractor shall allow the Agency, its agents and employees, Agency's other Construction Contractors, Construction Contractors and Subconsultants and/or Subcontractors access to the Site to enable Agency to exercise the rights and remedies under this paragraph. All claims, Costs, losses and damages incurred or sustained by the Agency in exercising such rights and remedies will be charged against Construction Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, Costs, losses and damages will include but not be limited to all Costs of repair or replacement of Work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by Agency of Agency's rights and remedies hereunder. 14) CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK. If the Construction Contractor Materially fails to furnish services in compliance with the approved Project Schedule or any subsequently approved amendments to the Schedule or the Construction Contractor's services, or deliverables are unusable for their intended purpose and these failures are a Material breach of this Contract, then Agency, in its reasonable discretion, and after failure of Construction Contractor to respond to the Notice to Cure, may Contract with another Construction Contractor to complete the services or Work product, and Construction Contractor shall pay the Agency for the difference between the balance under Construction Contractor's Contract with Agency and the amount charged by the replacing Construction Contractor to complete Construction Contractor's Scope of Work. a) Agency will provide Construction Contractor with the itemized Costs as they are being incurred. b) Prior to contracting with another Construction Contractor, the Agency shall provide Consultant with a Notice to Cure, as described in these Uniform Terms and General Conditions. c) Should the Construction Contractor failure to Cure the Material breaches of this Contract, as identified in the Notice to Cure, the Agency may pursue any of the available remedies for breach of Contract available in Section 8 above. 15) It is understood that if the Construction Contractor materially breaches this Contract and the Agency Terminates for Default under this Contract, Construction Contractor shall not be entitled to any sums due or that may become due under this Contract.
11.18 **Demolition Plan**	Demolition Plan (whenever a Project requires the demolition of a building or portions thereof). Design Professional shall differentiate between new Work (walls, doors, finishes, and so on), existing Work to be removed, and existing Work to remain in place.
11.19 **Design Development**	Design Professional shall provide conceptual civil, landscape, architectural, structural, plumbing, mechanical, electrical drawings as required for the Design Requirements of the Work.
11.20 **Design Professional Agreements, Communication**	The Agency will ensure that Design Professionals receive the necessary communication from other Construction Contractors to perform the required Work, and shall promptly notify Design Professionals of any and all communications that the Agency determines may materially affect the Design Professional's Work.
11.21 **Design Schematics**	Design Professional shall prepare and submit to Agency diagrammatic drawings which delineate the design criteria (e.g., exit paths, travel distances, required exits, rated walls,

	rated corridors, building occupancy, construction type, and fire zones). This graphic documentation of the design criteria shall be updated with each subsequent submittal.
11.22 **Energy Efficiency**	Upon request by the Agency, Design Professional will analyze the Work or related components for energy efficiency gains including, but not limited to Life Cycle Costing, pursuant to A.R.S. 34-452.
11.23 **Examination of Site**	1) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its Cost. Contractor and its key personnel shall visit the Project Site to become familiar with existing Site conditions for the Agency Project and visually survey for coordination of the Work, which may include but not limited to, the Site location and size, Site and adjacent perimeter, utility capacities, conditions bearing upon transportation, disposal, handling, and storage of Materials, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during Work performance, and connection options of external utilities, all relevant areas of any existing buildings to be altered, ceiling, interior, exterior, and concealed spaces, prior to submitting an Offer for the Work. 2) The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the solicitation prior to bid submittal and Contract before commencing Work. 3) The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface Materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory Work done by the Agency, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and Cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Agency. 4) The Agency assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Agency. Nor does the Agency assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.
11.24 **Forced Substitutions**	Forced substitutions will not be permitted; Contractor shall obtain Agency's prior written consent before making any substitution for any Material or Service covered by the Contract.
11.25 **Inclement Weather Day**	1) RAIN DELAY. Construction Contractor bears the risk of rainfall activity unless delayed on a critical path for more than 7 days. 2) Construction Contractor shall immediately notify the Agency Designated Representative on the day, and any subsequent days throughout the Project, the Construction Contractor is unable to perform Work at the Site on the critical path for more than seven (7) continuous normal Work hours due to inclement weather or rain. The Agency Designated Representative shall confirm the weather conditions and provide a written confirmation to the Construction Contractor. 3) Construction Contractor shall submit to the Design Professional and Agency Designated Representative for review a Change Order Request with the number of

	days the Construction Contractor is requesting a no Cost time extension for Substantial Completion for inclement weather or rain in excess of normal rain fall, along with documentation of the weather days that occurred, and the impact on the critical path Work no later than the end of the month in which the inclement weather day or days occurred. Failure of Construction Contractor to submit a Change Order Request in accordance with this paragraph requirement shall constitute a waiver of additional time for Substantial Completion. Agency Representative shall be the final decision maker on the number of inclement weather days in any Construction Contractor properly submitted Change Order Request for extension of time for Substantial Completion in the event of disagreement between the Construction Contractor and Agency Designated Representative. Average days of rain per month will be determined by meteorological data obtained from the closest National Weather Service Station to the Project Site.
11.26 **Inspection and Material Testing**	1) All Materials and equipment used in the construction of the Project shall be subject to inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. 2) CONSTRUCTION CONTRACTOR RESPONSIBILITIES. Construction Contractor shall provide, at Construction Contractor's expense, the testing and inspection services required by the Contract Documents. Construction Contractor shall provide such equipment and facilities as are required for conducting field tests and for collecting and forwarding samples of sufficient size for test purposes. No Materials or equipment represented by samples are to be used until tests, if required, have been made and the Materials or equipment are found to be acceptable. 3) UNFIT FOR USE AFTER APPROVAL. Any Material which becomes unfit for use after approval thereof shall not be incorporated into the Work. Approvals or failures to properly inspect or test shall not relieve Construction Contractor from its obligation to perform the WORK in accordance with the requirements of the Contract Documents and to also inspect Construction Contractor's own Work. Failure to discover, inspect, or timely report shall not excuse Construction Contractor from full performance of the Work. 4) TIMELY NOTICE. Construction Contractor shall notify Agency Designated Representative and/or Design Professional in writing if any Work will need to be inspected, tested, or approved by someone other than Construction Contractor. Construction Contractor shall coordinate with the Agency and Design Professional well in advance of such testing, inspection, or approval process. Should an inspection, test, or approval be required under this paragraph, Construction Contractor shall bear the sole responsibility for updating the Progress Schedule.
11.27 **Inspection of Work by Design Professional**	1) Design Professional is responsible for inspection activity and shall use due care to observe the Work as Work progresses and determine whether or not Construction Contractor's Work or any part of Work is defective or fails to conform to standards of the trade and generally accepted standards for such Work defined in the Contract Documents. Work will be compared to the Drawings and Specifications and any and all supplemental Drawings and Specifications for the Project. 2) Design Professional shall provide technical direction to, and interpretation of, the Contract Documents for inspectors and advise inspectors of decisions rendered. 3) Any inspectors, acting under the direction of Agency's Designated Representative, or Design Professional will:

	a) Be responsible for milestone inspections (spot checks) to assess compliance with the requirements of the Contract Documents. b) Prepare a written report following each milestone inspection. The inspector shall notify the Agency's Designated Representative when Work that does not comply with the Contract Document requirements is observed in the field. Observed instances of noncompliance shall be noted in the inspector's report. c) Comment in subsequent inspector's reports on whether or not instances of noncompliance have been corrected. d) Participate in Punch List inspections for partial occupancy, Substantial Completion and final completion. e) Assist Agency Designated Representative in reviewing test and inspection results from testing laboratories. f) If Agency contracts for specialty inspection services, the inspector shall report the results of these inspections to Agency's Designated Representative. g) Not authorize deviations from the Contract Documents. h) Not advise or issue directions to Construction Contractor regarding any aspect of construction means, methods, techniques, sequences, or procedures or regarding safety programs in connection with the Project.
11.28 **Issue Addenda**	1) Interpretation, clarification, and modification of the Contract Documents shall be issued only in the form of an Addendum to the Contract Documents. Design Professional shall furnish the information required to the Agency Procurement Officer for issuance of Addenda. 2) Design Professional is responsible for receiving, reviewing, approving, coordinating, and incorporating addenda items received from the Subconsultants and/or Subcontractor(s) into a single addendum document prior to submitting this document to the Agency Procurement Officer. 3) Addenda shall be submitted to the Agency Procurement Officer in the same format as the Construction Documents. 4) Design Professional shall provide to the Agency at the end of the Bidding phase the following documents with changes identified as follows. a) In the Specifications, all additions shall be shown in bold underline and all deletions shown in strikethrough. b) In the Drawings, changes shall be "clouded." c) One set of individual Construction Drawings and sections of the Specifications which were altered by Addenda. d) One complete set of Construction Drawings and Specifications that fully integrate all addenda items.
11.29 **Key Personnel**	1) AUTHORITY. The Contractor shall designate which of its employees have the authority to enter into agreements with the Agency on behalf of the Contractor, and which of its employees, its, Subconsultants and/or Subcontractors, will bear the primary responsibility for the completion of the Work. 2) REMOVAL OF PERSONNEL. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, Agency may at its discretion and, without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from Agency's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities. The Agency Designated Representative may require, in

	writing, that the Contractor remove from the Work any employee the Agency Designated Representative deems incompetent, careless, or otherwise objectionable. 3) STATEMENT OF QUALIFICATIONS. At every stage of the Project, Design Professional guarantees that Key Personnel will have the minimum skills and qualifications listed in the most recent Statement of Qualifications the Design Professional submitted to the State. 4) PERSONNEL SUBSTITUTIONS. Contractor shall not be permitted to substitute Contractor Key Personnel, or Subconsultants and/or Subcontractors after offer submittal, without the prior written approval of the Agency Designated Representative. Requests shall be made in writing detailing the reasons for the requested change and shall not commence without written approval from Agency. The Agency has the right to the same kind and quality of the employee initially offered. 5) ROLE APPROVALS. Contractor Key Personnel designated in Offer Documents shall be deemed approved for the roles and responsibilities stated unless expressly stated otherwise by the Agency prior to execution of the Contract.
11.30 **Labor and Materials**	1) Construction Contractor shall perform Work during regular business hours unless such non-normal Work hours are required by the Contract Documents and not permit overtime work. Agency Designated Representative may approve alternate Work hours that neither add additional Cost nor time to the Contract Cost or Project Substantial Completion. 2) All equipment, Materials, and articles incorporated into the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, shall be stored, applied, installed, connected, erected, used, cleaned and conditioned by Construction Contractor in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, unless otherwise specifically provided in the Contract Documents. 3) References in the Specifications to equipment, Materials, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality, function, and type, and shall not be construed as limiting competition. 4) All Work under this Contract shall be performed in a skillful and workmanlike manner. Construction Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times. 5) Construction Contractor is solely responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs, protection of installed Work, for coordinating all portions of the Work under the Contract and qualify controls in connection with the Work. and will utilize the above so as not to destroy materials for reuse or to remain the property of the Agency 6) The Construction Contractor shall be responsible for all Materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been partially accepted under the Contract. Construction Contractor shall remain responsible for the care and protection of Materials and Work in the areas where Punch List items are completed until Final Completion. 7) The Construction Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, drinking water, water, heat, ventilation, utilities, barricades, lighting, construction and warning signs, temporary fire

	protection, transportation, temporary facilities, fencing, appliances, fuel, power, light, heat, telephone, sanitary facilities, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work. Any temporary sanitation facilities shall be serviced a minimum of one (1) time weekly. 8) Construction Contractor shall install and maintain temporary fencing with lockable gates as indicated or directed by the Agency Designated Representative. 9) Materials, equipment or items required for Work which are shown on the Drawings but not mentioned in the Specifications or Materials, equipment or items required by the Specifications but not shown on the Drawings, shall be furnished and installed the same as though both shown on the Drawings and required by the Specifications. 10) Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, Agency is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Construction Contractor to deliver and install only products that are already safe and compliant. 11) Construction Contractor shall pursue with diligence the procurement of any long-lead-material or equipment required for the Work and provide the Agency Designated Representative with an anticipated and consistently updated schedule for the delivery. 12) Materials and equipment procured and installed by the Construction Contractor shall be in accordance with Specifications and derived from the energy life cycle Cost analysis pursuant to the latest revision of A.R.S. §34-452. 13) For any Agency furnished equipment or Material that will be in the care, custody, and control of Construction Contractor, Construction Contractor is responsible for damage or loss. Agency shall deliver to Construction Contractor a complete list and respective values of such Materials or equipment and make an equitable adjustment to the contract amount for any increase in Cost of Builder's Risk insurance. 14) Construction Contractor shall provide and install weather-tight or temporary enclosures for protection of in progress and completed construction Work from exposure and weather. Construction Contractor shall remove protection when no longer needed. 15) Construction Contractor shall store Materials in their original packaging with any and all seals and labels intact and visible. 16) Construction Contractor shall remove Agency-salvaged items with care and in a workmanship-like manner and deliver items not being reinstalled, ready for use, to a nearby area as instructed by the Agency Designated Representative.
11.31 Life Cycle Cost Analysis	Upon the request of the Agency, the Design Professional shall perform Life Cycle Cost Analysis (LCCA) to evaluate alternative Materials and systems by preparing an economic assessment of all significant Costs of ownership over the economic life.
11.32 Management and Supervision of the Work, Design Professional Service	Design Professional shall bear the primary responsibility for the management and supervision of the Work for Design. At a minimum, the Design Professional shall regularly consult with the Agency and receive any and all necessary Agency approvals; provide updated Cost estimates and gain approval for any material changes to Cost estimates through a Change Order prior to incurring those Costs; thoroughly research all the design elements upon which the Work relies; attend meetings related to the Work; communicate fully with all Construction Contractors, as necessary and appropriate; and provide the Agency with regular reports on the status of the Work.
11.33 Meeting Minutes	Design Professional or Agency authorized design professional substitute, shall attend and draft complete minutes of each Project design and construction meeting between Design

	Professional, Agency and Construction Contractor, and submit them to Agency for approval within five (5) calendar days after each Project conference.
11.34 **Observations**	Design Professional shall bear the primary responsibility for the management and supervision of the Work for Design. At a minimum, the Design Professional shall regularly consult with the Agency and receive any and all necessary Agency approvals; provide updated Cost estimates and gain approval for any material changes to Cost estimates through a Change Order prior to incurring those Costs; thoroughly research all the design elements upon which the Work relies; attend meetings related to the Work; communicate fully with all Construction Contractors, as necessary and appropriate; and provide the Agency with regular reports on the status of the Work.
11.35 **Outline Specifications**	1) Design Professional shall outline specifications with a detailed description of all building components and systems shall include: a) An index showing all divisions and sections intended to be used. The format shall be that recommended by the Construction Specifications Institute (CSI), narrow scope type. b) All technical sections in outline specification format (Part 2 of a narrow scope CSI specification). 2) Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Construction Contractor in dividing the Work among Subcontractor and/or Subconsultants or in establishing the extent of Work to be performed by any Subcontractor and/or Subconsultant.
11.36 **Pre-Bid Conference Site Visit**	Agency's Procurement Officer may conduct, and Design Professional and its Subconsultants and/or Subcontractors shall attend and participate in pre-bid conferences and pre-bid Site visits with potential bidders to help identify questions that bidders may raise during the Bidding phase. Questions from prospective Bidders shall be collected by the Agency's Procurement Officer during these conferences and Site visits. No questions shall be answered at these events which require interpretation, clarification or modifications of the Contract Documents
11.37 **Preconstruction Conference**	Agency may conduct a Preconstruction conference after Contract award and before Construction Contractor starts Work at the Project Site. Conference discussion will establish the lines of communication among the parties as to the Work, coordination of Work, and procedures and handling of the Schedule of Values, Shop Drawing and other submittals, Construction Schedule, and Payment Application processing. The Construction Contractor, Construction Contractor's Superintendent, and Construction Contractor's designated safety officer shall attend the Pre-Construction Conference. The Design Professional shall attend if requested by Agency.
11.38 **Program and Budget Review**	Agency will furnish the Project program to Design Professional at the start of Schematic Design. Design Professional shall evaluate the Project's programmatic requirements, promptly call attention to any discrepancy contained therein, and request direction from the Agency's Designated Representative.
11.39 **Project Closeout**	Construction Contractor shall submit Project Close Out documents as listed in Exhibit M in appropriate quantities as indicated in the Contract Documents to the Construction Contractor. Construction Contractor shall ensure documents are complete and accurate and provide written acceptance to the Agency. Construction Contractor shall not submit final Application for Payment until documents are accepted by the Agency.
11.40 **Proposed Change Order Review**	1) During performance of Construction Phase Services, the Design Professional shall review Construction Contractor's proposed Change Order(s) for fairness of pricing and

	make recommendations to the Agency on fairness of pricing for the Materials and Work. 2) Any Construction Contractor proposed Change Order shall include the estimate of Cost and of probable effect of delay on progress of the Work if any.
11.41 Proprietary Specifications	1) Under A.R.S. § 34-104, if a Design Professional or the Agency includes bidding, contracting, or purchasing specifications that are proprietary to one supplier, distributor, or manufacturer, then the details of the essential characteristic of that product will be included in the Special Terms and General Conditions with a statement indicating that the Design Professional shall consider alternative products which have the aforementioned desired essential characteristics. 2) Design Professional shall consider, and either approve or reject, any and all alternative product proposals that are submitted at least eight (8) days prior to the deadline for receiving bids for this Solicitation. If any alternative product proposal is approved, the Design Professional shall modify the bidding documents to include the alternative product proposal by the end of the fifth day prior to the deadline for receiving bids and publish the documents that same day. If the Design Professional rejects any alternative product proposal, the Design Professional shall provide the Agency with notice of that rejection, including the details of the alternative product proposal, prior to the deadline for receiving bids. 3) No modifications shall be made without the approval of the agency
11.42 Quality Assurance	The Design Professional person or firm shall have a well-coordinated internal Quality Assurance program for review of documents, plan check, and incorporates the Agency's drawings and specification requirements to assure consistent submittal to Statutory Review.
11.43 Record Documents	1) UPDATING RECORD DOCUMENTS. Design Professional or other party specified by the Agency Designated Representative shall be responsible for updating the Record Documents for all Construction Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. Design Professional shall be responsible for updating the Record Documents for any addenda, Change Orders, Design Professional supplemental instructions and any other alterations to the Contract Documents generated by Design Professional or Agency. 2) MAINTAIN AT SITE. Construction Contractor shall maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, Schedules and all Project correspondence and provide Agency and Design Professional access to these documents for reference and examination. Contractor shall keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction and reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. 3) MONTHLY UPDATE. Record Documents shall be updated a minimum of monthly prior to submission of a Payment Application or as otherwise directed by Agency. Construction Contractor failure to maintain current Record Documents shall constitute cause for Agency denial of a Progress Payment otherwise due. 4) TRANSFER OF RECORD DOCUMENTS TO AGENCY. Construction Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents prior to requesting Substantial Completion inspection with the Design Professional.

	5) After review by the Design Professional and acceptance by the Agency Designated Representative, one (1) electronic media copy and one (1) reproducible copy of the Record Documents shall be provided in the format designated by the Agency Designated Representative. 6) PREPARATION OF RECORD DOCUMENTS. Record Documents shall be carefully and neatly prepared by a competent drafter familiar with the Work.
11.44 **Requirements at Location**	1) Contractor acknowledges that the location of its Work for the Project might be inside an industrial building, institutional building, or one of various office types and classes and Contractor personnel shall conduct themselves cordially and professionally with Agency personnel and the public. 2) When performing the Work requires Construction Contractor personnel to Work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Construction Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for Work, visitor dress code, and other applicable rules. Agency will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Construction Contractor has failed to make the confirmation or comply with the applicable conditions. 3) Construction Contractor shall ensure Construction Contractor personnel and Subconsultants and/or Subcontractors performing Work at the Project Site: a) Park in any assigned location at the Site; b) Have proper State or federal issued identification within their possession at all times; c) No eating, drinking, or smoking except in designated areas. d) Construction Contractor shall adequately monitor and control noise levels.
11.45 **Schedule of Values**	Prior to the execution of Work, the Construction Contractor shall submit to the Design Professional and Agency for approval a Schedule of Values (See Exhibit R) allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy. This Schedule of Values, unless objected to by the Design Professional and/or Agency Designated Representative, shall be used as a basis for reviewing the Construction Contractor's Payment Applications. The Schedule of Values shall include quantities and unit prices aggregating the Contract Cost, and for lump sum items shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payments during construction.
11.46 **Shop Drawings, Product Data and Samples**	1) The Construction Contractor shall maintain at the Site for the Agency one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Professional and/or Agency and shall be delivered to the Design Professional for submittal to the Agency upon completion of the Work. 2) 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 the Construction Contractor proposes to conform to the information given and the design concept expressed in the Contract. 3) The Construction Contractor 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 reviewed and approved or other appropriate action taken by the Design Professional and/or Agency. Such Work shall be in accordance with approved submittals. 4) The Construction Contractor shall not be relieved of responsibility for deviations from requirements of the Contract by the Design Professional's and/or Agency's review and approval of Shop Drawings, Product Data, Samples or similar submittals unless the Construction Contractor has specifically informed the Design Professional and/or Agency's in writing of such deviation at the time of submittal and the Design Professional and/or Agency has given written approval to the specific deviation. The Construction Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Professional's and/or Agency's approval thereof. 5) The Construction Contractor 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 Design Professional on previous submittals. 6) When professional certification of performance criteria of Materials, systems or equipment is required by the Contract, the Construction Contractor shall be entitled to rely upon the accuracy and completeness of such calculations and certifications but shall use due care and identify and notify the Agency of any palpable errors. 7) Construction Contractor shall submit Shop Drawings to the Design Professional and State Fire Marshall or appropriate authority having jurisdiction for any required modifications to sprinkler or alarm system Work. 8) Construction Contractor will update to show actual conditions for Work specified and shall submit final Shop Drawings to Agency.
11.47 **Special Inspections and Testing**	The Design Professional shall recommend special inspection or testing and any retesting of the Work in accordance with the provisions of the Contract Documents if, in Design Professional's reasonable opinion, such inspection or testing or retesting is necessary or advisable for the implementation of the Contract Documents, regardless of the state of completion of the Work subject to such inspection or testing or retesting.
11.48 **Specification Submittal Requirements; Design Professional**	1) Specifications shall be in CSI format. Each specification section shall be saved as a document file named with the corresponding Master format number (e.g., 134010.doc). 2) Design Professional shall submit a list of each item of equipment and/or each system to be designated as sole source by the notation in the documents, "or equivalent (no known equivalent)". This list shall include the following information: a) Description of each item of equipment and/or each system; b) Provide estimated Cost of each item of equipment and/or each system; Agency Procurement Officer shall write determination justification as to why each item of equipment and/or each system needs to be from a sole brand name or source. c) Include brief performance specifications detailing those features which, because they are unique or state-of-the-art, or the preclude use of an alternative product. 3) Specifications shall be: a) Complete, coordinated and consistent with each other and the drawings. b) Coordinated with the Agency's General Conditions and Requirements. c) Written for a two-party Contract between the Agency and the Contractor. d) Written with open specifications for material and equipment except in specifically permitted exceptions in conjunction with Agency Procurement Officer's approved written determination of sole brand name or source.

11.49 Statutory Review	1) The Design Professional shall design and prepare the Construction Documents in compliance with all applicable laws, codes, regulations, and generally accepted engineering and design standards, and shall incorporate any and all Agency Standards where applicable to their Work. 2) The Design Professional shall submit final Construction Documents for review to the Agency Designated Representative for submittal to the Statutory Review. Design Professional shall verify presentation requirements for the review with the Agency's Designated Representative. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements. 3) The initial submission fee and one (1) re-review fee for submission to the Statutory Review may be paid by the Agency or paid by Design Professional firm a part of a Reimbursable Expense as requested by the Agency. Any subsequent submission fees shall be paid by the Design Professional firm in accordance with the Solicitation Performance Guarantee requirements. 4) Design Professional shall give Agency sufficient rights and privileges to use to any and all Design Professional Work in furtherance of the Scope of Work including, but not limited to, distribution and submission of Design Professional Work 5) A State Inspector will conduct regular inspections and the Work must be in compliance before permanent occupancy will be allowed. Regular inspections must be performed at each stage of construction prior to concealment or cover.
11.50 Structural, Mechanical, Electrical, Calculations	Design Professional shall provide Agency the Project structural, mechanical, and electrical calculations upon request. Calculations shall be checked and stamped by an engineer registered in the applicable discipline.
11.51 Submittal Register	The Construction Contractor shall prepare and keep current, for the Design Professional's approval, a schedule of submittals which is coordinated with the Construction Contractor's Schedule and allows the Design Professional reasonable time to review Submittals.
11.52 Substantial and Final Completion	1) When the Construction Contractor considers that the Work, or a portion thereof, is substantially complete, the Construction Contractor shall prepare and submit to the Agency and/or Design Professional a comprehensive list of items (Punch List) to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Construction Contractor to complete all Work in accordance with the Contract Documents. 2) The Agency and/or Design Professional will perform an inspection of the Work within five (5) days to accept or reject the Punch List to determine whether the Work or designated portion thereof is substantially complete. If the Agency and/or Design Professional's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents, the Contractor shall complete and or correct those items and then submit a request to the Owner and Design Professional for another inspection to determine Substantial Completion of the Work. 3) EXHIBIT K – SUBSTANTIAL COMPLETION CERTIFICATE. When the Work, or designated portion thereof, is Substantially Complete, the Design Professional and/or Owner will prepare a Certificate of Substantial Completion (Certificate) that shall establish the Substantial Completion date, establish responsibilities of the Owner and Contractor to include, but not limited to: security, maintenance, heat, air conditioning, utilities, damage to the Work and insurance. The Certificate will establish the date and time within which the Contractor shall finish all Punch List items attached thereto.

	Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided in the Certificate of Substantial Completion. 4) Construction Contractor shall submit an Exhibit H-Application for Payment for payment of all Work, less retention if retention was held. If retention was not held, final payment will not be issued until all items listed on Exhibit M-Contractor Project Closeout have been received by the Agency. 5) PARTIAL OCCUPANCY. The Agency may occupy or use a portion of the Project prior to Contract completion if the authority having jurisdiction over the Project authorizes the Agency to occupy the portion of the Project. The Construction Contractor shall proceed with submission to the Agency for a Substantial Completion inspection for the portion of the Work Project prior to the Agency occupying or using a portion of the Project. 6) EXHIBIT L – FINAL COMPLETION CERTIFICATE. The date of Final Completion of the Contractor's Work is the date signed by the Design Professional, Contractor, Compliance Officer and Project Manager that all Work is 100% complete in accordance with the Contract Documents including all those items listed on Exhibit M-Contractor Project Closeout. The Construction Contractor will submit an Application for Final Payment for certification by the Agency.
11.53 **Substitution of Material or Equipment**	1) Construction Contractor shall not order or install any substitute Material or equipment without the Agency Designated Representative prior written approval of the substitute. 2) If Contract is a firm fixed price, all substitution requests shall be submitted by the Construction Contractor in accordance with the Solicitation Instructions to Offerors and approved by the Agency Designated Representative prior to the Bid Opening Date listed in the State e-procurement system. Prior to the Bid Opening Date, the Agency Procurement Officer issued Addenda authorizing use of the substitute shall serve as the written approval. 3) Agency Designated Representative shall review all Construction Contractor furnished data for review to include maintenance, repair, and replacement for the proposed substitute. 4) The Agency may not approve any extension of Contract time for Construction Contractor Project completion due to a substitute unless Agency determines the time extension is in the best interest of the Agency.
11.54 **Supervision and Project Administration**	1) The Construction Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of the Agency in the Agency's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Construction Contractor. The Construction Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of the Agency in the Agency's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Construction Contractor. 2) The Construction Contractor shall supervise and direct the Work using the Construction Contractor's best skill and attention. 3) Construction Contractor shall provide project administration for all Construction Contractor's Subcontractor and/or Subconsultants, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of the Construction Contractor and Agency Designated Representative.

	4) Construction Contractor's project administration includes periodic daily reporting on weather, Work progress, labor, Materials, equipment, any and all obstructions to prosecution of the Work, accidents and injuries, and transmitted no less frequently to the Agency Designated Representative than on a weekly basis. 5) The Construction Contractor shall be responsible to the Agency for acts and omissions of the Construction Contractor's employees, Subcontractor and/or Subconsultants and their agents and employees, and other persons performing portions of the Work for the Construction Contractor.
11.55 Transition	If needed, during commencement, Construction Contractor shall attend transition meetings with any outgoing Construction Contractors to coordinate and ease the transition so that the effect on Agency's operations is kept to a minimum. Agency may elect to have outgoing Construction Contractors complete some or all of their Work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Upon the expiration or termination of the Contract, Construction Contractor shall Work closely with any new (incoming) Construction Contractor and Agency to ensure as smooth and complete a transfer as is practicable. Agency's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Construction Contractor and the incoming vendor. As with the incoming transition.
11.56 Unknown, Unforeseen, or Concealed Conditions	1) If conditions are encountered at the Site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty four hours after first observance of the conditions. 2) It is understood that Construction Contractor, prior to award, has inspected the Site, was free to do its own tests and inspections, and in undertaking this contract, warrants that the Site is suitable for construction and accepts the risk of all Site conditions. 3) Any reports and Materials provided to Construction Contractor prior to construction are for informational purposes only. However, if Construction Contractor believes that the Agency materially misrepresented the condition of the Site then the Agency will promptly investigate such conditions. Should the Agency determine that the Site differs from the Contract Documents such that there will be a material change to Construction Contractor's Contract Cost and/or Schedule for the performance of any part of the Work, then the Agency will recommend an equitable adjustment in the Contract Cost and/or Contract time. If the Agency determines that the conditions at the Site are not materially different from those indicated in the Contract Documents, and no change in the Construction Contractor's Cost or Schedule is justified, then the Agency shall so notify the Construction Contractor in writing stating the reasons.
11.57 Use of Seals; Design Professionals	"Seal" refers to the type of "seal" required by A.R.S. § 32-101, *et seq.*, and the rules promulgated thereunder, A.A.C. R4-30-01, et seq., or any equivalent licensing body, for use on Work performed by Contractors. Contractor shall affix its Seal to any and all documents required by the Work that are incomplete without such a Seal including, but not limited to, design specifications, data, and construction drawings. Contractor will accept professional responsibility for its Work including, but not limited to, any and all information upon which its Seal is affixed.

11.58 **Work Performance; Design Professional**	The Design Professional will perform Work under this Contract with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

12.AGENCY RESPONSIBILITIES

12.1 **Access to Work Site** 12.1 **Access to Work Site**	The Agency will provide Design Professional with access to the Work Site, as necessary, for the preparation for, and review of, the Work.
12.2 **Accuracy of Information**	Agency may provide in the Solicitation, or by other means, any reports of investigations and tests of subsurface and latent physical conditions at the Site, and any reports of conditions that otherwise may affect Cost. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the Site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
12.3 **Budget**	The Agency may create a budget for the Work. If applicable, the Agency may update the budget, as needed. The budget may include the Estimated Contract Cost, Agency's other Costs for the Project, Contingencies, and Reimbursable Expenses.
12.4 **Errors or Omissions**	The Agency will promptly notify the Contractor in writing if it becomes aware of a material error, potential error, or omission in the Work, Design Requirements, and/or Construction Documents.
12.5 **Site Information**	The Agency will provide the Design Professional with basic information regarding the Site locations at which the Work will be performed. This basic information may include surveys, Site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
12.6 **Geotechnical Engineers**	If applicable, the Agency will provide geotechnical expertise it deems sufficient to support the Work, including but not limited to, the necessary soil testing, written reports, and recommendations.
12.7 **Testing**	The Agency will provide legally or contractually required environmental testing including tests for hazardous materials, and air and water pollution.
12.8 **Communications**	The Agency will facilitate communication between Design Professional and Construction Contractor, as needed, on the Work necessary to fully perform the Contract, unless direct communication between Design Professional and Construction Contractor has been explicitly authorized.
12.9 **Design Professional Agreements, Related Construction**	The Agency will meet with the Design Professional to coordinate its Work prior to finalizing a related Construction Contract. Any related Construction Contracts will be made available to the Design Professional through the State's eProcurement system.
12.10 **Promotional Materials**	Agency will endeavor to timely review and respond to any written Design Professional request for permission for use of photographic or other artistic representation of the Work for promotional or other professional materials. Agency shall have full discretion to determine whether to allow Design Professional use of the representations.
12.11 **Substitutions of Material**	Design Professional and/or Agency shall approve any and all substitutions that would cause a change in the Work of the Construction Contractor.
12.12 **Timely Review**	The Agency will endeavor to timely review and respond to any requests from the Construction Contractor that the Construction Contractor deems necessary to avoid delay or modification to the Schedule.

13. DATA AND INFORMATION HANDLING

13.1 Applicability 13.1 Applicability	Article 13 applies to the extent the Work includes handling of any (a) Agency's proprietary and sensitive data or (b) confidential or access-restricted information obtained from Agency or from others at Agency's behest.
13.2 Data Protection and Confidentiality of Information	1) Design Professional warrants that it will establish and maintain procedures and controls acceptable to Agency for ensuring that Agency's proprietary and sensitive data is protected from unauthorized access and information obtained from Agency or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Design Professional in any way related to the Contract, provided to Design Professional by Agency, or prepared by others for Agency are proprietary to Agency, and all information by those same avenues is Agency's confidential information. To comply with the foregoing warrant: a) Design Professional shall: i) Notify Agency immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; ii) Cooperate with Agency to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and iii) Notify Agency promptly of any security threat that could result in unauthorized access or inappropriate disclosures. b) Design Professional shall not: i) Release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless Agency has agreed otherwise in advance and in writing; or ii) Respond to any requests it receives from a third party for such data or information, and instead route all such requests to Agency's designated representative.
13.3 Personally Identifiable Information	1) Design Professional warrants that it will protect any personally identifiable information ("PII") belonging to Agency's employees' or other Design Professionals or members of the general public that it receives from Agency or otherwise acquires in its performance under the Contract. 2) For purposes of this paragraph: a) PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and b) "Protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*. NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

	NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222
13.4 **Protected Health Information**	1) Design Professional warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it: a) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (1) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (2) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (3) Agency's current and published PHI/ePHI privacy and security policies and procedures; b) Will cooperate with Agency in the course of performing under the Contract so that both Agency and Contractor stay in compliance with the requirements in *(a)* above; and c) Will sign any documents that are reasonably necessary to keep both Agency and Contractor in compliance with the requirements in *(a)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14. INFORMATION TECHNOLOGY WORK

14.1 **Applicability** 14.1 **Applicability**	Article 14 applies to any Invitation for Bids, Request for Qualifications, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: "computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.
14.2 **Information Access**	1) SYSTEM MEASURES. Design Professional shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting Agency's proprietary data or confidential information. 2) INDIVIDUAL MEASURES. Design Professional personnel shall comply with applicable Agency policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Design Professional is responsible to Agency for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Design Professional shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Design Professional shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel. 3) ACCESS CONTROL. Design Professional is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Design Professional personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted

	under the Contract. Agency may restrict access by Construction Contractor personnel, or instruct Design Professional to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
14.3 **Pass-Through Indemnity**	1) INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Design Professional may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to Agency such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with Agency in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify Agency Indemnitees to the extent and degree Design Professional is required to do by the Uniform Terms and Conditions, then Design Professional shall indemnify, defend and hold harmless Agency Indemnitees to the extent the Pass-Through Indemnity does not. 2) NOTIFY OF CLAIMS. Agency shall notify Design Professional promptly of any claim to which a Pass-Through Indemnity might apply. Design Professional, with reasonable consultation from Agency, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that: a) Agency reserves the right to elect to participate in the action at its own expense; b) Agency reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and c) Agency shall in any case cooperate in the defense and any related settlement negotiations.
14.4 **Redress of Infringement**	1) REPLACE, LICENSE, OR MODIFY. If Construction Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Construction Contractor shall at its sole Cost and expense and in consultation with Agency either: a) Replace any infringing items with non-infringing ones; b) Obtain for Agency the right to continue using the infringing items; or c) Modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification. 2) CANCELLATION OPTION. In every case under 14.4, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, Agency may cancel the relevant Order or terminate the Contract and Construction Contractor shall take back the infringing items. If Agency does cancel the Order or terminate the Contract, Construction Contractor shall refund to Agency: a) For any software created for Agency under the Contract, the amount Agency paid to Contractor for creating it; b) For all other Materials, the net book value of the product or actual monies paid by the Agency provided according to generally accepted accounting principles; and c) For Services, the amount paid by Agency or an amount equal to twelve (12) months of charges, whichever is less. 3) EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

	a) Modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor; b) Operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or c) Combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.
14.5 **First Party Liability Limitation**	1) LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and General Conditions, Agency's first party liability arising from or related to the Contract is limited to the lesser of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim. 2) PROVISONS. This paragraph limits liability of any and all damages to which Contractor is entitled under this Contract for contract breaches or that comes out of performance or concerns this contract, regardless of the legal theory under which the liability is asserted. This paragraph 14.5 does not the effect of paragraph 6.2 of this Contract: 3) PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.6.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order. 4) NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Design Professional is required by the Contract to provide, and Design Professional shall obtain express endorsements that it does not.
14.6 **Information Technology Warranty**	1) SYSTEM MEASURES. Design Professional shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting Agency's proprietary data or confidential information. 2) INDIVIDUAL MEASURES. Design Professional personnel shall comply with applicable Agency policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Design Professional is responsible to Agency for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Design Professional shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Design Professional shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel. 3) ACCESS CONTROL. Design Professional is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Design Professional personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. Agency may restrict access by Design Professional personnel, or instruct Design Professional to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.7 Specific Remedies	Unless expressly stated otherwise elsewhere in the Contract, Agency's remedy for breach of warranty under this Contract includes, at Agency's discretion, re-performance, repair, replacement, or refund of any amounts paid by Agency for the nonconforming Work, plus (in every case) Design Professional's payment of Agency's additional, documented, and reasonable Costs to procure Materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the First Party Liability Limitation in paragraph 14.5. If none of the forgoing options can reasonably be affected, or if the use of the Materials by Agency is made impractical by the nonconformance, then Agency may seek any remedy available to it under law.

End of Uniform Terms and Conditions

STATEMENT OF WORK

1.0 INTRODUCTION

The State is requesting that qualified engineering firms submit Statements of Qualifications for on-call professional services.

Qualified firms may submit one or more SOQs as desired by discipline or may choose to submit a combined SOQ. Please make clear the intended discipline. Not more than 10 contracts may be awarded per discipline.

The objective of the State is to evaluate impacts to State Trust Land associated with proposed infrastructure projects and to prepare State Trust Land for future disposition and development.

2.0 BACKGROUND

The Department of Administration, General Services Division, in cooperation with the Arizona State Land Department (ASLD) has elected to contract with multiple qualified professionals to provide on-call, as needed services for projects of varying size and complexity.

The core mission of the ASLD is to manage State Trust lands as a multi-generational Trust in perpetuity. Trust revenues support 13 different beneficiaries including the Universities, the Arizona State Hospital, and the largest of the beneficiaries is K-12 Education.

In order to do this, ASLD determines the highest and best use for each parcel of Trust land. The Department may lease, auction, or hold the land, depending on what action will provide the best benefit to the Trust Beneficiaries.

3.0 LAND SURVEYING SCOPE REQUIREMENTS

The consultant shall be capable of providing ALTA Land Surveying services on Arizona State Trust properties. In addition to the design, the consultant shall be capable of providing survey, reports, studies, master planning, conceptual designs, construction administration, specifications, permitting, and budget estimates on an as needed basis. The consultant may supply all services ancillary to the projects. The consultant must be an Arizona registrant and properly licensed and certified to perform services in Arizona.

The Contractor will have the qualifications and internal capacity necessary to carry out the following surveying-related tasks to bring State Trust Land to auction. All services do not need to be performed in-house; the consultant shall be able to assemble a team to perform the required task.

3.1 General Requirements

3.1-A Projects will be directed by an Arizona State Land Department (ASLD), Project Manager, or other requesting agency, and will result in a Task Order to the

awarded On-Call Contract. The consultants will perform all services and construction administration required to achieve substantial completion.

3.1-B The purpose of this Request for Qualifications (RFQual) is to obtain competitive Statements of Qualifications (SOQ) for Land Surveying and Environmental Services.

3.2 Specific Requirements:

3.2-A The Contractor shall be required to utilize the services of a professional title company to obtain most recent title commitment.

3.2-B The Contractor will work directly with the State Agency that is responsible for the administration and oversight of this projects.

3.2-C Work performed shall conform to the minimum detail requirements for ALTA/NSPS Land Title Survey Standards (Effective, March 16, 2021). Contractor is responsible for obtaining the most current standards.

3.2-D The ALTA survey shall be prepared in accordance with a current title report and Schedule B and Table A.

4.0 ENVIRONMENTAL SITE ASSESSMENT SCOPE REQUIREMENTS

Contract services include performance of site management and site assessment. Services may include Phase I and II Environmental Site Assessments (ESAs) in accordance with current American Society of Testing Materials (ASTM) standards and U. S. Environmental Protection Agency (EPA) standards and/or guidelines. Some of the applicable ASTM standards are: E1527-13, E2247-08 and E1903-11. Other environmental services may include: Clean Water Act (CWA) Section 404 Permitting, Preliminary Jurisdictional Determination (PJD), Approved Jurisdictional Determination (AJD), Waters of the U.S. (WOTUS) Evaluation, Biological Evaluation.

The Contractor shall be capable of providing assistance the identification and recommendations of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by various pollutants.

4.1 General Requirements

4.1-A **Work Plan Preparation** may include the following documents:

4.1-A-(01) Quality Assurance Project Plans (QAPP) or Sampling and Analysis Plans (SAP): This includes preparation of a QAPP or a SAP. A QAPP or a SAP is site specific and should be prepared in accordance with the Task Order, if applicable. The QAPP or a SAP may also include development of data quality objectives

4.1-A-(02) Health and Safety Plan (HASP). Field Sampling Plan (FSP) and

Work plan: Prepare a site-specific HASP and FSP. Both documents may be included as part of the Work plan.

4.1-B **Work Plan** may include the following items:

4.1-B-(01) Locations of samples collected by all Contractors or Using Agency, which did investigations at the site

4.1-B-(02) A map or maps using all available data may include the following:

(02) (a) Concentrations of contaminants in soil;

(02) (b) Groundwater contaminant map with flow directions; and

(02) (c) Contour groundwater quality data

4.1-B-(03) Soil sample summary table (showing laboratory analyses and sample depth);

4.1-B-(04) Groundwater data summary table (showing groundwater elevation and laboratory analyses);

4.1-B-(05) A historical evaluation of the property describing past site uses;

4.1-B-(06) Remediation system design, installation, operation and maintenance; and

4.1-B-(07) Schedule of proposed work with times shown by units and not actual date.

4.2 Specific Requirements

4.2-A **Access:** Negotiating property access with the property owners. Assist the Using Agency by providing back-up documentation, such as warranty deeds and any other information, considered vital to obtaining access.

4.2-B **Phase I Environmental Site Assessments:** Conduct a Phase I ESA in accordance with ASTM current standards E 1527-13 and E2247-08.

4.2-B-(01) Phase I ESA are intended to determine the existence of recognized environmental conditions hazards, identify environmental liabilities and/or provide a preliminary screening to facilitate the assignment of site priorities. The major activities include visual inspection of the site and surrounding areas, document reviews, database reviews, aerial photographic interpretation, Geological background study and/or recommendations and conclusions

4.2-C **Phase II Environmental Site Assessments:** Conduct a Phase II ESA in accordance with ASTM standards.

4.2-C-(01) A Phase II ESA is a site investigation/characterization that may

determine the nature and extent of contamination in any and all affected environmental media at the site. The major activities include characterization and description of soils, groundwater, surface water, air or other affected environmental media with respect to location, nature, extent of migration of contamination sources and their proximity to potentially impacted receptors; characterization of the hydro- geologic setting to determine most likely contaminant migration pathways and physical features that could affect potential remedial actions; and the gathering of data and information to the extent necessary and sufficient to help quantify risk to public health and all aspects of the environment.

4.2-D Environmental analysis to support Clean Water Act Section 404 Permitting requirements which may include Preliminary and Approved Jurisdictional Determinations, Compensatory Mitigation Analysis, Water of the U.S. Evaluation, Biological and/or Environmental Resources Evaluation.

4.2-E **Contractor Support:** Provide support to the Using Agency to plan, monitor and control all work issued. The Contractor shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. Support may include but is not limited to, Administrative, Technical and Professional.

4.2-F **Subcontractor Management Cost:** Equipment rentals, commodities purchased, etc., with no mark-up, which are directly required for the completion of the project.

4.2-F-(01) Subcontracted Services are defined as follows: e.g. well drillers, laboratory services, IDW containerization and transportation, utility locators, archaeologists, consultant services (i.e. community involvement, groundwater modeling risk assessors, etc.), and similar trade professions.

4.2-G **Access Agreements and/or Consent Decrees:** The Contractor shall comply with all requirements established in Access Agreements and/or Consent Decrees entered into between the Using Agency and current/former property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Contractor.

5.0 DESIGN REQUIREMENTS

The Consultants shall provide all Design services required including but not limited to the following:

5.1-A Supporting Services

5.1-A-(01) Evaluation and documentation of as-built conditions.

5.1-A-(02) Testing and investigation as required as a reimbursable service.

5.1-B Evaluation and Planning

5.1-B-(02) Assist in evaluation of existing systems and priorities for improvement and replacement.

5.1-B-(03) Assist in developing appropriate budgets for identified projects.

5.1-B-(04) Assist in determining schedule and phasing for identified projects.

5.1-C Design Services

5.1-C-(01) Conceptual designs and studies as required.

5.1-C-(02) Development of design standards.

5.1-C-(03) Schematic design with alternative approaches for owner consideration.

5.1-C-(04) Design Development including outline specifications developing upon the schematic design.

5.1-C-(05) Construction Documents conforming to all applicable codes and containing the appropriate level of detail for the project to be accurately bid and efficiently constructed, with an updated estimate of probable construction cost.

5.1-C-(06) Bidding assistance for competitively bid work or assistance in obtaining quotes from current state Job Order Contract vendors.

5.1-C-(07) Contract Administration and Construction Observation services as required to sufficiently warrant that the construction is accomplished in accordance with plans, specifications and codes.

5.2 Design and Construction Administration

5.2-A *Schematic Design Phase (35%)*

5.2-A-(01) The detailed design services shall include, but not necessarily be limited to, all engineering, utility coordination and design,

communication design, structural, mechanical, electrical and civil engineering.

5.2-A-(02) The Professional shall review all laws, codes and regulations applicable to the services requested.

5.2-B *Design Development Phase (60% plans)*

5.2-B-(01) Upon owner approval of the Schematic Design and upon authorization from the owner, the Architect shall proceed with Design Development Services. modifications.

5.2-B-(02) The Design and Development documents shall illustrate and describe the development of the approved Schematic Design documents.

5.2-C *Construction Documents Phase (100%-Final CD's)*

During this phase, the architect and its consultants, will finalize all components, systems, materials and details of the project.

5.2-C-(01) A final construction estimate itemized by priority and further refined from the facilities survey estimate, which provides a realistic cost the owner may expect.

5.2-C-(02) Preparation of architectural, mechanical, electrical, security system plans and specifications defining material types and finishes.

5.2-C-(03) Construction Documents which comply with all applicable State and local Code requirements.

5.2-C-(04) The documents level of detail must allow the project to be accurately bid and efficiently constructed and with minimum disruption to the occupied facilities in the surrounding area.

5.2-C-(05) Site work, as required for the respective facility to include drainage and grading.

5.2-C-(06) Onsite utilities as required for the program needs of the respective facility and connection to the local utility systems.

5.2-C-(07) Asphalt paving and striping of parking areas, access roads and interior roads, if any, may be required.

5.2-D *Construction Phase*

5.2-D-(01) Contract administration and construction observation services are required to sufficiently warrant that the construction or

modifications are accomplished in accordance with the Contract Documents and code.

5.2-D-(02) The Engineer shall be required to procure and provide for any and all Special Structural Inspections, which may be needed throughout the Construction Phase of this project to ensure that the construction or any modifications are accomplished in accordance with the Contract Documents, Plans, Specifications and all applicable codes and regulations.

5.3 Schedule for Solicitation

The following schedule has been prepared for this project.

Last Day to Submit Questions: Thursday, June 22, 2023, 2 PM, Arizona Time
SOQs Due: Tuesday, June 27, 2023 by 2 PM, Arizona Time
SOQ Evaluation/Short List: Week of July 10, 2023
Negotiations: Week of July 10, 2023
Anticipated Award: July 21, 2023

5.4 State of Arizona Statutory Review Requirements

5.4-A *Statutory Review*

5.4-A-(01) All design drawings and specifications will go through the State of Arizona Statutory Review Process which includes Code Compliance by a 3rd party plan review.

5.4-A-(02) Design Professional shall submit plans and specifications and changes thereof for the project to the General Services Division for statutory review and final approval. Design submittals shall be coordinated with the Project Manager

5.4-A-(03) Plans and specifications one hundred (100) percent complete submitted for final statutory review shall be allowed one re-review to correct deficiencies. The Contractor shall be charged for any

subsequent re-reviews required by the Plan Examiner in the amount of $120.00 per hour. Plan Examiner re-review fee charges shall be

5.4-A-(04) deducted and reduce the Contractor's next monthly invoice amount due by the amount of the charge.

5.4-A-(05) Design Professional shall provide an electronic copy of all CADD design backgrounds created for this project to the Owner upon project closeout.

6.0 DESIGN PROFESSIONAL REQUIREMENTS

6.1 Licensing and Certifications

6.1-A Registration as a Technical Registrant in the State of Arizona at the time of SOQ submission.

	Request for Qualifications Attachments & Response Forms Solicitation No. **BPM005468** Description: **ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES**	Arizona Department of Administration **General Services Division** 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

Attachments for BPM005468 On-Call ALTA Land Surveying & Environmental Services contains the forms that are to be submitted as part of the Offer when responding to this Solicitation. Unless stated otherwise, all pre-printed forms provided in this document shall be completed using the document provided according to the instructions as stated in the solicitation.

OFFEROR MAY SUBMIT MORE THAN ONE PROPOSAL. PLEASE INDICATE WHICH DISCIPLINE YOUR PROPOSAL IS BEING SUBMITTED FOR. UP TO 10 CONTRACTS CAN BE AWARDED FOR EACH DISCIPLINE.

☐ **LAND SURVEYING** ☐ **ENVIRONMENTAL**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE SOLICITATION BEFORE COMPLETING THESE FORMS AND SUBMITTING THE OFFER.

LIST OF ATTACHMENTS

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APP Step-By-Step Guides and Quick Reference Guides are accessible on the APP website https://appstate.az.gov. Technical inquiries about submitting your offer in APP should be submitted to the APP Help Desk by phone at (602) 542-7600, option 1, or by email at app@azdoa.gov

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

	Request for Qualifications Attachments & Response Forms Solicitation No. **BPM005468** Description: **ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES**	Arizona Department of Administration **General Services Division** 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

Attachment 1: Offer and Acceptance Form

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service and/or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status if checked below (No. 4).

Company Name	Signature of person authorized to sign
Address	Printed name and title
City, State, ZIP	Contact email address
Contact Phone Number (Office)	Contact Phone Number (Mobile)
Unique Entity ID (SAM #)	ROC #(s)
Federal Tax Identifier (EIN or SSN)	State Tax Identifier

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465.
3. The Offeror 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 shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ **IS/** ___ **IS NOT** a small business with less than 100 employees or has gross revenues of $4 million or less in prior FY.

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.

This Contract shall henceforth be referred to as Contract No._____.

The effective date of the Contract is _____.

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, contact release document or written notice to proceed.

State of Arizona Awarded this _____ day of _____ 2023

Procurement Officer_____

Attachment 2-A: Offeror Information Questionnaire

Failure to fully address all information requested may cause the statement of qualifications to be determined non-responsive.

1. Describe the firm's and the proposed lead team member's previous design and construction administration experience for projects similar in size and scope to this project.

2. Create a three-column chart. In the first column, list the past project title, budget, and year completed (listing only past projects with similar scope and budget within the past seven years) the firm has been the lead design professional. In the second column of the chart, list the names of any proposed key personnel and subcontractor(s) (if any) "team member" identified for this project that performed services for the project in column one and the team member's role for the listed project. In column three provide best practices and lessons learned for each project.

Past Projects (Within last seven years similar in size and scope.)	Proposed Key Personnel (Performing role on past project)	Best Practices and Lessons Learned
(ex) Project x, $4M, 20XX	John Doe, Architect	XXXXXXXXXX
(ex) Project y, $2.6M, 20XX	John Doe, Architect Jane Doe, Mechanical Engineer Jo Doe, Electrical Engineer	YYYYYYYYYY

3. In Attachment 3-B. Provide key personnel by the name, title, and directly responsible person who will be engaged in the work. An individual may be identified for more than one project discipline, or multiple individuals named to one single discipline. Describe each Individual's specific qualifications and experience directly related to each type of Services proposed. Focus on the proposed individual's specific duties and responsibilities and how project experience is relevant to each type of proposed Services.

Attachment 2-B: Experience and Organizational Profile

Failure to fully address all information requested may cause the bid to be determined non-responsive.

Firm Name		**Year Established**	
Principal Address (Street, City, State)			
Years' Experience performing services similar in size and scope as required by this solicitation.			
Years the organization has conducted business in the State of Arizona.			

CONTRACT REPRESENTATIVES TO CONTACT				
	Name	**Title**	**Telephone Number**	**E-Mail Address**
1				
2				

THREE (3) PROJECTS COMPLETED BY FIRM SIMILAR IN SIZE AND SCOPE / REFERENCES

1	**Client Company/Address**	**Contact**	**Begin Date**	**End Date**
		Phone Number	**Email Address**	
Services Provided Similar to Those Described in Solicitation				

2	**Client Company/Address**	**Contact**	**Begin Date**	**End Date**
		Phone Number	**Email Address**	
Services Provided Similar to Those Described in Solicitation				

3	**Client Company/Address**	**Contact**	**Begin Date**	**End Date**
		Phone Number	**Email Address**	
Services Provided Similar to Those Described in Solicitation				

Attachment 3-A: Method Proposal

(Method of Approach)

Response must demonstrate your comprehension of the objectives and services of this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ). Firms shall provide responses directly below the numbered questions in this attachment.

1. Substantiate how your team can most effectively undertake the requirements and responsibilities associated with the on-call professional services for the state of Arizona and your proposed team's understanding of this scope of services by:
   a) Providing an organizational chart clearly identifying the lines of authority.
   b) Describing your current workload and availability of designated team staff (including Sub-Consultants). Indicate the relationship of the work in this RFQual to the firm's other current projects.

   The following chart may be utilized to show current workload of proposed team members. Additional lines may be added as needed.

Project Team Member	Current Workload	Commitment	Total Availability
Name and Title:			
Name and Title:			
Name and Title:			

2. Describe your proposed team's general approach to managing on-call projects of various sizes and complexity meeting the requirements as stated in the Statement of Work Section.

3. Once the State has accepted the Design schedule, demonstrate how your firm will manage and maintain the schedule dates.

4. List standard turn-around time for design requests/changes, RFI's, submittals, and differing situations that may impact time constraints.

5. Detail your firm's quality control process related to specific plans, specifications and construction documents.

6. Does your firm have Procore Project Management Software usage experience?

7. Does your firm use dimension on the construction drawings? Explain your firm's design plans between scaling and dimensioning on Design drawings.

8. Are you able to put the pictures on the drawings with notes regarding tie-in points and locations?

Attachment 3-B: Key Personnel Proposal

KEY PERSONNEL LIST

OFFEROR NAME: Click or tap here to enter text.

Instructions: Answer all questions thoroughly in the spaces provided. This form shall be completed for each key personnel involved in performance of this contract. A separate resume (maximum one (1) page) may be included using the second page of this Attachment. The resume is to be used to supply relevant information pertaining to the performance of this contract and is to be supplemental to the information below and is not to be used to replace this form.

Click here to enter text.

Employee Name

Current Information

Position Currently Held in Firm: Click here to enter text.	
Years With Firm: Click here to enter text.	**Years in Current Position:** Click here to enter text.
Role Under this Contract: Click here to enter text.	
Years' Experience in Role Under This Contract: Click here to enter text.	**Hours per Week of Employee's Time Dedicated to This Contract:** Click here to enter text.
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. Click here to enter text.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Click here to enter text.	
Describe the key personnel's experience in performing the services required by this contract. Click here to enter text.	
List the key personnel's job-related training and education. Click here to enter text.	

KEY PERSONNEL RESUMES

(Insert resumes here)

Attachment 3-C: Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

…

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq*., all offerors must select one of the following:

☐ The Company submitting this Offer **<u>does not</u>** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq*. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ The Company submitting this Offer **<u>does</u>** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq*.

☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

☐ Solicitation or Contract has an estimated value of less than $100,000;
☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

Attachment 3-D: Forced Labor of Ethnic Uyghurs Ban

Please note that if <u>any</u> of the following apply to the Contractor, then the Offeror <u>shall</u> select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq*., all offerors must select one of the following:

☐ The Company submitting this Offer **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- 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.

☐ The Company submitting this Offer **<u>does</u>** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor**

Indicate which of the following statements applies to the Contractor (may be more than one):

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☐ Contractor is a non-profit organization.

Company Name	Signature of person authorized to sign
Address	Printed name and title
City, State, ZIP	Contact email address / Contact phone number

Attachment 4: Pricing (Do Not Submit)

DO NOT SUBMIT OR INCLUDE ANY PRICING INFORMATION WITH STATEMENT OF QUALIFICATIONS

Attachment 5-A: Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

☐	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☐	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Offeror Company Name	Signature of Authorized Person
Address	Printed Name
City State Zip	Title

Copy of A.A.C. R2-7-103 [Confidential Information]
as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or

2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

Attachment 5-B: Conformance Statements

If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.

☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.

Attachment 5-B1: Conformance Statements Supplement 1

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Special Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Uniform Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

Company Name	Signature of Person Authorized to Sign

Attachment 5-B2: Conformance Statements Supplement 2

Exceptions to Scope of Work

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Scope of Work		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Pricing Document		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

Company Name	Signature of Person Authorized to Sign

Attachment 5-B3: Conformance Statements Supplement 3

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Special Terms & Conditions		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Uniform Terms & Conditions		
x	X Exception: Rationale:	x
x	X Exception: X Rationale:	x

Company Name

Signature of Person Authorized to Sign

	Contract Amendment I		Arizona Department of Administration General Services Division 1400 W Washington St, Ste B200 Phoenix, AZ 85007
	Contract ID: **CTR066941** Contractor: **SWCA ENVIRONMENTAL CONSULTANTS**		
	Contract Amendment #1	Date: 10/2/2023	

ON-CALL ENVIRONMENTAL SERVICES

The above-mentioned contract is hereby amended as follows: In accordance with the Special Terms and Conditions, Section 5.0, Contract Changes.

SPECIAL TERMS AND CONDITIONS:

4.0 Costs and Payments

4.1 DELAY CAUSED IN WHOLE OR IN PART BY DESIGN PROFESSIONAL

If delay in the completion of the Project is caused in whole or in part by the actions or inaction of the Design Professional, the Design Professional shall indemnify the Agency against all reasonable Costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional at its own expense shall provide all Services (whether provided by the Design Professional itself or a Design Professional Subconsultant necessary to bring the Project back into compliance with the Schedule.

9.0 Contract Termination

9.1 TERMINATION FOR DEFAULT-DESIGN PROFESSIONAL

1) In addition to all other rights reserved to it under the Contract, Agency may terminate the Contract due to Design Professional's failure to:

   a) Comply with any term or condition of the Contract;
   b) Comply with any warranty made by Design Professional under the Contract;
   c) Obtain and maintain all required insurance policies, bonds, licenses and/or permits;
   d) Make satisfactory progress in carrying out the Work; or
   e) Furnish Agency with assurances satisfactory to Agency evidencing Design Professional's ability to complete the Work in compliance with all the requirements of the Contract.

2) Procurement Officer shall give written notice of the termination and the reasons for it. Upon receipt of written notice by Agency, Design Professional shall immediately discontinue all Services and will immediately terminate placing orders or entering into Subcontracts for Services, supplies, assistance, facilities or Materials in connection with this Contract. In addition, Design Professional shall proceed to cancel promptly all existing Subconsultants insofar as they are related to this Contract.

3) Upon termination under this paragraph, all documents, data and reports prepared by Design Professional under the Contract and all attributable Work in progress, Work completed, and Work accepted will become Agency's property, and Design Professional shall deliver all of it to Agency immediately upon a demand made by Agency.

4) Upon termination under this paragraph and as soon as practicable after receipt of notice of termination, the Design Professional shall submit a statement, showing in detail the Services performed but not paid for under this Contract to the date of termination. Agency shall then pay Design Professional promptly the accrued and unpaid Services to the date of termination, to the extent the Services are approved by Agency.

5) Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Services to replace those that were to have been provided or performed by Design Professional and/or Design Professional's Subcontractors, and Design Professional will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. Agency shall ascertain Cost to complete the balance of the Work under this Contract. If the Cost to complete the balance of the Work is greater than the unpaid Contract amount, Agency shall retain all unpaid balances and, in addition, Design Professional shall pay directly to Agency the difference in the unpaid balance and the Cost to complete the Work.

6) In the event the Agency terminates the Contract for default, the Agency shall be entitled to recover from the Design Professional any and all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any and all expenses, fees, and costs from appellate proceedings).

7) If a termination of this Contract by Agency for default later is determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Design Professional's remedies and compensation shall be limited to those for a termination for convenience under the Contract.

8) Except as expressly provided in this paragraph, in no case shall Agency pay Design Professional any additional monies other than those previously paid under the Contract.

11.0 DESIGN PROFESSIONAL RESPONSIBILITIES

11.1 MANAGEMENT OF SCHEDULE.

The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the approved Schedule as amended and approved by the Agency. The Agency shall seek the Design Professional's input if any change in the Agency's requirements affects the Schedule. The Design Professional acknowledges and agrees, absent fault of the Agency or force majeure, that if the agreed-upon design milestones in the Schedule are not met, the Design Professional will, at its own expense, accelerate the Work, including accelerating the Work to be performed by (or replace) delinquent Design Professional Subcontractors and retain such additional resources as necessary to return the Project to compliance with the Schedule.

ATTACHED: Full Special Terms and Conditions revised by Amendment I.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

SPECIAL TERMS AND CONDITIONS AMENDED

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. 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.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 **Co-Op Buyer**

"Co-Op Buyer" means 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 "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 IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2 Eligible Agency

"Eligible Agency" in the use of this contract shall mean any State of Arizona agency, university, commission, or board. The State reserves the right to expand the definition of "Eligible Agency" to include Co-Op Buyer as defined in the Special Terms and Conditions paragraph 1.2 at time of a Contract Extension.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 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 a term not to exceed five (5) years unless canceled, terminated, or permissibly extended.

4.0 Costs and Payments

4.1 **Delay Caused in Whole or In Part by Design Professional**

If delay in the completion of the Project is caused in whole or in part by the actions or inaction of the Design Professional, the Design Professional shall indemnify the Agency against all reasonable Costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional at its own expense shall provide all Services (whether provided by the Design Professional itself or a Design Professional Subconsultant necessary to bring the Project back into compliance with the Schedule.

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

6.1 **Indemnification Clause**

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 sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2 Insurance Requirements

6.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

6.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

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

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

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

6.3.2 Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

6.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000

- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

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

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

6.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

6.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

6.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The

State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

6.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

9.1 Termination for Default – Design Professional

1) In addition to all other rights reserved to it under the Contract, Agency may terminate the Contract due to Design Professional's failure to:
   a) Comply with any term or condition of the Contract;
   b) Comply with any warranty made by Design Professional under the Contract;
   c) Obtain and maintain all required insurance policies, bonds, licenses and/or permits;
   d) Make satisfactory progress in carrying out the Work; or
   e) Furnish Agency with assurances satisfactory to Agency evidencing Design Professional's ability to complete the Work in compliance with all the requirements of the Contract.
2) Procurement Officer shall give written notice of the termination and the reasons for it. Upon receipt of written notice by Agency, Design Professional shall immediately discontinue all Services and will immediately terminate placing orders or entering into Subcontracts for Services, supplies, assistance, facilities or Materials in connection with this Contract. In addition, Design Professional shall proceed to cancel promptly all existing Subconsultants insofar as they are related to this Contract.
3) Upon termination under this paragraph, all documents, data and reports prepared by Design Professional under the Contract and all attributable Work in progress, Work completed, and Work accepted will become Agency's property, and Design Professional shall deliver all of it to Agency immediately upon a demand made by Agency.
4) Upon termination under this paragraph and as soon as practicable after receipt of notice of termination, the Design Professional shall submit a statement, showing in detail the Services performed but not paid for under this Contract to the date of termination. Agency shall then pay Design Professional promptly the accrued and unpaid Services to the date of termination, to the extent the Services are approved by Agency.
5) Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Services to replace those that were to have been provided or performed by Design Professional and/or Design Professional's Subcontractors, and Design Professional will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. Agency shall ascertain Cost to complete the balance of

the Work under this Contract. If the Cost to complete the balance of the Work is greater than the unpaid Contract amount, Agency shall retain all unpaid balances and, in addition, Design Professional shall pay directly to Agency the difference in the unpaid balance and the Cost to complete the Work.

6) In the event the Agency terminates the Contract for default, the Agency shall be entitled to recover from the Design Professional any and all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any and all expenses, fees, and costs from appellate proceedings).
7) If a termination of this Contract by Agency for default later is determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Design Professional's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
8) Except as expressly provided in this paragraph, in no case shall Agency pay Design Professional any additional monies other than those previously paid under the Contract.

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 Design Professional Responsibilities

11.1 Management of Schedule The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the approved Schedule as amended and approved by the Agency. The Agency shall seek the Design Professional's input if any change in the Agency's requirements affects the Schedule. The Design Professional acknowledges and agrees, absent fault of the Agency or force majeure, that if the agreed-upon design milestones in the Schedule are not met, the Design Professional will, at its own expense, accelerate the Work, including accelerating the Work to be performed by (or replace) delinquent Design Professional Subcontractors and retain such additional resources as necessary to return the Project to compliance with the Schedule.

12.0 Agency Responsibilities

No modifications to uniform terms and conditions section.

13.0 Data and Information Handling

No modifications to uniform terms and conditions section.

14.0 Information Technology Work

No modifications to uniform terms and conditions section.

End of Section

GRANT PROVISIONS

Grant Project Title: Greater Flagstaff Region CWPP Update

Funding Agency: Arizona Department of Forestry and Fire Management

Grant Agreement No.: 24-CWDG-804 FS-1500-0045

ATTACHMENT C
General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – http://www.ecfr.gov. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the noncancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee 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. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Subgrantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have 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.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”. By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, “Responsibilities of Participants Regarding

Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov

(b) Collecting a certification from that person

(c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, 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 otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS**.** Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS**.** Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 7205964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS**.** No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This

provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2 CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2 CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

(1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
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).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Federal Financial Assistance
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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.

(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 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."

NOT APPLICABLE

(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.

(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.

(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.

(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).

(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 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.

(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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Chapman, Wildland Fire Captain

Co-Submitter: Emily Markel

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Contract: This contract with SWCA will implement heritage surveys required for prescribed fire clearance across priority areas of the Flagstaff Ranger District, Coconino National Forest.

STAFF RECOMMENDED ACTION:

1. Staff recommends City Council approve this contract with SWCA with payment not to exceed $1,210,591.00.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Prescribed fire on federal lands requires heritage surveys as part of compliance with federal laws, including the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA). These surveys identify and evaluate cultural resources to ensure they are protected from potential damage caused by fire. This contract with SWCA will implement heritage surveys and other cultural resources work needed to prepare priority areas across the Flagstaff Ranger District for prescribed fire operations.

This City of Flagstaff will be reimbursed for costs associated with this contract via US Forest Service Supplemental Project Agreement (SPA) 22-PA-11030400-174. This SPA was approved by Council on January 3rd, 2023.

Prescribed fire is important in Flagstaff to reduce the severe and escalating risk of catastrophic wildfires to both the community and the surrounding watersheds across the Coconino National Forest. The area's forests have naturally adapted to frequent, low-intensity fire, a process that has been disrupted for over a century by fire suppression and exclusion policies.

Financial Impact:

Project Name: Fireshed Heritage Support
Cost: $1,210,591.00
Account Number Budgeted: 070-03-052-6366-2-4208
FY Budgeted Amount: $1,300,000
Grant Funded:$1,300,000.00
Funding Source: USFS Supplemental Project Agreement 22-PA-11030400-174

Policy Impact:

This contract supports existing programs and community-wide plans. It does not change current policy.

Previous Council Decision or Community Discussion:

No previous discussions regarding this contract have occurred.
This City of Flagstaff will be reimbursed for costs associated with this contract via US Forest Service Supplemental Project Agreement (SPA) 22-PA-11030400-174. This SPA was approved by Council on January

3rd, 2023.

Options and Alternatives to Recommended Action:
Approving this contract will allow this work to begin in a timely manner.
Not approving the contract will cause unplanned delays and possible cost increases.

Background and History:
The Purchasing Section has reviewed the competitively solicited cooperative purchase options available and confirmed that the Arizona Department of Administration conducted a competitive and open procurement process through a formal Solicitation that resulted in a Contract with SWCA Environmental Consultants. This underlying agency contract, CTR066941 has been verified as valid and appropriate for the purchase of the specified services and presents the best value to the City of Flagstaff.

Connection to PBB Priorities and Objectives:
1. High Performing Governance: Implement innovative local government programs, new ideas and best practices; Be recognized as a model for others to follow
2. Safe and Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules and regulations, & land use practices
3. Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources; Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Connection to Regional Plan:
Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 -- Invest in forest health and watershed protection measures.
Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Connection to Carbon Neutrality Plan:
HF-1: Protect existing forests, resources, and meaningful open spaces
HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
HF-3: Educate the public on forest health and wildfire risk reduction.

Connection to 10-Year Housing Plan:
3.2 Encourage neighborhoods, housing types, and building practices that increase health.

Reducing wildfire risk in the natural environment directly supports wildfire risk reduction in the built environment, as the intensity and likelihood of vegetation fire transitioning to a community structure fire is reduced.

Connection to Division Specific Plan:
Service Level Goals: Increase community outreach & Reduce risks through Prevention & WFM efforts
Standardization and Improved Partnership Goals: Advance Community Risk Reduction measures

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Attachments: Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2025-06

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 SWCA, Incorporated DBA as SWCA Environmental Consultants, an Arizona corporation ("Contractor").

RECITALS:

A. Contractor is a capable of providing On-Call Environmental Services**;**

B. The Arizona Department of Administration conducted a competitive and open procurement process that resulted in Contract No. **CTR066941** ("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 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:

Flagstaff Ranger District Wildfire Crisis Strategy Cultural Resources Inventory and Site Updates

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 in price for materials and/or services to the Agency Contract.

4. Payment:

   4.1 Payment to Contractor for the materials and/or services shall not exceed **one million two hundred ten thousand five hundred ninety-one dollars and zero cents ($1,210,591.00)** made in accordance with the price list and terms set forth in the Agency Contract.

   4.2 Any increase in the price must be supported by documentation and approved by mutual written consent of the parties through a formal change order process. The City Manager or his/her designee may approve an adjustment if the change order price increase is less than $100,000; otherwise, City Council approval is required.

5. Grant Provisions: Contractor shall meet the Grant Provisions from Funding Agency: U.S. Department Agriculture, Forest Service, Coconino National Forest; Grant Agreement No.: 19-CS-11030408-025 as set forth in ***Exhibit C***

6. 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.

7. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of two (2)-year from the date of execution of the Contract with an option for one (1) - year renewal period presuming that the underlying Agency Contract has not expired or been terminated.

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:
Neil Chapman
Wildland Fire Management
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Neil.Chapman@flagstaffaz.gov

To Contractor:
Annie Jay Lutes, M.A., M.S.
Lead Architectural Historian Archaeologist
SWCA, Incorporated
20 E. Thomas Road, Ste 1700
Phoenix, Az 85012
alutes@swca.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.

SWCA, INCORPORATED:

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

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

1750 South Woodlands Village Boulevard
Suite 200
Flagstaff, Arizona 86001
Tel 928.774.5500 Fax 928.779.2709
www.swca.com

July 18, 2025

Neil Chapman
City of Flagstaff Wildland Fire Management
211 West Aspen Avenue
Flagstaff, Arizona 86001
Submitted via email: Neil.Chapman@flagstaffaz.gov

Re: Flagstaff Ranger District Wildfire Crisis Strategy Cultural Resources Inventory and Site Updates / SWCA Proposal No. P99234

Dear Neil:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of services and cost estimate for cultural resources services to be conducted on U.S. Department of Agriculture (USDA) Forest Service lands administered by the Flagstaff Ranger District of the Coconino National Forest in Coconino County, Arizona. It is our understanding that the City of Flagstaff is assisting the USDA Forest Service with cultural resources clearance for three Wildfire Crisis Strategy (WCS) projects that will involve pedestrian survey, revisiting previously documented heritage sites to update site records, preparation of inventory summary reports, completion of data entry, and site card preparation.

The cost for cultural resources services for these three project areas, as described in the attached statement of work (SOW), is a time-and-materials, not-to-exceed total of **$1,210,591**. A breakdown of the cost estimate for each phase is included below:

1) North and South WCS Prescribed Fire Inventory and Site Updates: $954,842
2) Mountainaire WCS Prescribed Fire Site Updates: $40,149
3) Campbell Mesa WCS Prescribed Fire Inventory and Site Updates: $215,600

Because the work will be contracted through a cooperative purchase agreement under SWCA's existing Arizona Department of Administration environmental services on-call, this cost estimate is based on established rates and is subject to applicable special terms and conditions as stipulated under Contract No. CTR066941 (expiring July 31, 2028).

Thank you for providing us with the opportunity to work with you. If the scope of services and cost estimate are acceptable to you, please issue a purchase/task order acknowledging the attached SOW. Once under contract, we will be able to start work immediately. Please do not hesitate to reach out to Annie Lutes (alutes@swca.com) or myself (jgrams@swca.com) if you have any questions regarding this proposal.

Sincerely,

Jill Grams
Northern Arizona Director

STATEMENT OF WORK

The City of Flagstaff (City) is assisting the U.S. Department of Agriculture (USDA) Forest Service with cultural resources clearance for three Wildfire Crisis Strategy (WCS) projects planned on federal lands administered by the Flagstaff Ranger District of the Coconino National Forest (Coconino NF). In the following sections, the three projects are summarized separately under individual phases, along with descriptions of the corresponding tasks.

PHASE 1. NORTH AND SOUTH WILDFIRE CRISIS STRATEGY PRESCRIBED FIRE INVENTORY AND SITE UPDATES

The North and South WCS prescribed fire project area encompasses 7,813 acres across several discrete pedestrian survey blocks within four geographically clustered areas, all of which are located south of Flagstaff, Arizona. The survey blocks include 7,746 acres in areas classified as low-site density and 67 acres in high-site density areas. Additionally, the Flagstaff Ranger District Archaeologist has identified 44 known heritage sites within the survey blocks and 50 known heritage sites outside the survey blocks. All of these sites will require field inspection and re-recording to update the site records. The work to complete Phase 1 involves five main tasks—background research/pre-field tasks, fieldwork, reporting, data entry, and site card preparation—as described below.

TASK 1. BACKGROUND RESEARCH

Prior to fieldwork, SWCA will perform an archival review in coordination with the Flagstaff Ranger District Archaeologist to obtain site records for the 44 known heritage resources within the survey blocks that will require updates to individual site records. Background research will also include acquisition of relevant previous survey reports for the survey blocks. Any other relevant and available data, such as digital versions of Coconino NF historic maps, will be provided to SWCA as part of the data package. It is our understanding that the Flagstaff Ranger District is requesting a 200-meter-wide buffer around the project footprint for the archival records search. SWCA will provide a buffered project footprint for the site files search upon request. This task assumes that no in-person visit to the Flagstaff Ranger District will be required and that all data will be provided to SWCA via our Coconino NF Heritage external file sharing site (Pinyon) or via email.

TASK 2. FIELDWORK

SWCA is in the process of applying for a multi-year permit from the Coconino NF, and no fieldwork will begin until the proper permit is in place. Once approvals are in place and background research is complete, SWCA will conduct a pedestrian survey of 7,813 acres using standard techniques following the guidelines stipulated under *General Requirements for Conducting Archaeological Survey on the Coconino National Forest* (dated May 25, 2023). Per these guidelines, a person conducting a pedestrian survey can achieve 100% coverage by walking a series of systematic transects spaced no more than 20 meters (66 feet) apart. SWCA will ensure 100% coverage of the survey blocks by maintaining proper transect spacing, which will then provide adequate sample survey areas within the larger WCS prescribed fire units.

All heritage resources encountered during the pedestrian survey will be identified, and those meeting the definition of a site on the Coconino NF will be recorded in accordance with the general survey requirements. Likewise, all heritage resources that do not meet the minimal site identification criteria per the Coconino NF general survey guidelines will be recorded as isolated occurrences (IOs). It is our understanding that the Flagstaff Ranger District anticipates that up to 147 new heritage sites may be encountered in the WCS survey blocks.

In addition to new heritage sites, there are 44 known heritage sites within the survey blocks and 50 dispersed sites located within the project vicinity but outside the proposed survey blocks. SWCA will need to visit all 94 sites to inspect to determine the adequacy of existing site documentation. As a part of the site update efforts, all site records

will be reviewed against current field observations to determine what data and/or supplemental information may be necessary to properly update the archival record. No artifacts will be collected, and all in-field analyses will be performed as stipulated under the general survey requirements.

For the 94 known heritage sites under this phase (44 in the survey blocks and 50 outside the survey blocks), it is our understanding that a certain number of these sites were recorded many years ago, prior to the establishment of reliable Global Positioning units, and the current plotted locations of these sites may be inaccurate. SWCA archaeologists will search for these sites in the field and perform necessary site updates. If a site is not found at or near its plotted location, SWCA will search up to a 100-m radius of the plotted location for the site. If SWCA is unable to locate one or more of the 94 existing heritage sites, we will notify the Flagstaff Ranger District Archaeologist immediately to address any location discrepancies encountered during fieldwork.

One National Register of Historic Places (NRHP)-listed property—Woody Mountain Fire Lookout—is identified for site inspection and update. Because the lookout tower is already listed in the NRHP, no additional field recording or evaluation is needed for the lookout itself; however, we understand that there is a cabin of unknown age in the vicinity. Field documentation of the cabin will be limited to exterior photographs and basic architectural observations. Additionally, the Flagstaff Ranger District Archaeologist has requested that SWCA document site conditions around the Woody Mountain Lookout property. As such, the field effort for the Woody Mountain Lookout will include limited photographic documentation and a brief description of surrounding vegetation to provide the Flagstaff Ranger District Archaeologist with an understanding of current conditions.

TASK 3. REPORTING

Upon completion of fieldwork, SWCA will prepare a report that will incorporate the background research with survey results and site updates for the project area. The report will summarize all heritage resources identified and recorded during the survey (sites and IOs), and each resource will be evaluated for the NRHP with an eligibility recommendation. The inventory summary report will be prepared following the general survey report standards described under *General Requirements for Conducting Archaeological Survey on the Coconino National Forest* (dated May 25, 2023). Following review of the draft report by the Flagstaff District Archaeologist and the City, the inventory summery report will be finalized, incorporating any required revisions based on agency comments in one (1) round of revisions. Once the report is finalized and no additional revisions are required, SWCA will submit the final documents for curation. The final submittal will include one (1) hard copy of the inventory summary report and a flash drive containing a PDF of the final report along with electronic versions of all deliverables (e.g., photographs, site forms). If requested, SWCA will upload all electronic documents to our Coconino NF Heritage external file sharing site (Pinyon).

TASK 4. DATA ENTRY

Once the site descriptions and corresponding site maps provided in the inventory summary report are approved as final, SWCA will commence with site data entry. SWCA will coordinate with the Flagstaff Ranger District Archaeologist to arrange data entry into the USDA Forest Service Natural Resource Manager's (NRM) Heritage Database in accordance with current standards. This will involve the use of the NRM Mobile Application that will be installed on an SWCA computer to complete the site data entry for up to 241 heritage sites (up to 147 newly recorded sites and 94 site updates) under this task. It is our understanding that these data are then transferred electronically back to the Coconino NF for final review. SWCA will work with the Flagstaff Ranger District Archaeologist for any necessary training and instruction for use of the mobile application and data entry process.

TASK 5. SITE CARD PREPARATION

Once data entry has been transferred, reviewed, and any final edits completed, the Flagstaff Ranger District Archaeologist will generate draft site cards (excluding site maps, photographs) and provide these to SWCA for final site card preparation. SWCA will then incorporate the necessary site maps and photographs to produce the final site

cards to be submitted back to the Flagstaff Ranger District Archaeologist. No more than 241 site cards (up to 147 newly recorded heritage sites and 94 heritage site updates) will be prepared by SWCA, and no hard copies of site cards (draft or final versions) will be required under this task.

Cost to complete Phase 1: $954,842

PHASE 2. MOUNTAINAIRE WILDFIRE CRISIS STRATEGY PRESCRIBED FIRE SITE UPDATES

The Coconino NF has identified nine previously recorded heritage sites that are dispersed across the Mountainaire Prescribed Fire project area. It is our undertaking that these will require site inspection and updates to existing site documentation. The work to complete Phase 2 involves four tasks—fieldwork, reporting, data entry, and site card preparation—all of which are described below.

TASK 1. BACKGROUND RESEARCH

Prior to fieldwork, SWCA will perform an archival review in coordination with the Flagstaff Ranger District Archaeologist to obtain site records for the nine known heritage resources within the survey blocks that will require updates to individual site records. Background research will also include acquisition of relevant previous survey reports for the survey blocks. Any other relevant and available data, such as digital versions of Coconino NF historic maps, will be provided to SWCA as part of the data package. This task assumes that no in-person visit to the Flagstaff Ranger District will be required and that all data will be provided to SWCA via our Coconino NF Heritage external file sharing site (Pinyon) or via email.

TASK 2. FIELDWORK

Prior to fieldwork, SWCA will obtain existing site records and spatial data pertaining to nine dispersed, previously recorded heritage sites identified by the Flagstaff Ranger District Archaeologist in the Mountainaire Prescribed Fire project area.

The site update effort under this phase will be conducted as described above in Phase 1, Task 2, and will be performed in accordance with Coconino NF general survey requirements. No pedestrian survey will be required for this task.

TASK 3. REPORTING

Upon completion of fieldwork under this phase, SWCA will prepare a report that will incorporate the background research and summarize the site updates completed for the Mountainaire Prescribed Fire project area. Reporting under this task will be completed as described above under Phase 1, Task 3.

TASK 4. DATA ENTRY

NRM Heritage database entry under this task will be performed as described above under Phase 1, Task 4.

No more than nine heritage sites (site updates) will require data entry under this task.

TASK 5. SITE CARD PREPARATION

Site card preparation under this task will be performed as described above under Phase 1, Task 5.

No more than nine site cards for known heritage sites (site updates) will be prepared by SWCA. No hard copies of site cards (draft or final versions) will be required under this task.

Cost to complete Phase 2: $40,149

PHASE 3. CAMPBELL MESA WILDFIRE CRISIS STRATEGY PRESCRIBED FIRE INVENTORY AND SITE UPDATES

The Campbel Mesa Prescribed Fire project area encompasses 601 acres of block survey, all of which are classified as high-site density. In addition to these survey acres, the Flagstaff Ranger District Archaeologist has identified 26 known heritage sites within the project area requiring field inspection and possible re-recording to update the site records. The work to complete Phase 3 involves five main tasks—background research/pre-field tasks, fieldwork, reporting, data entry, and site card preparation—as described below.

TASK 1. BACKGROUND RESEARCH

Prior to fieldwork, SWCA will perform an archival review in coordination with the Flagstaff Ranger District Archaeologist to obtain site records for the 26 known heritage resources within the survey blocks that will require updates to individual site records. Background research will also include acquisition of relevant previous survey reports for the survey blocks. Any other relevant and available data, such as digital versions of Coconino NF historic maps, will be provided to SWCA as part of the data package. It is our understanding that the Flagstaff Ranger District is requesting a 200-meter-wide buffer around the project footprint for the archival records search. SWCA will provide a buffered project footprint for the site files search upon request. This task assumes that an in-person visit to the Flagstaff Ranger District will not be required and that all data will be provided to SWCA via our Coconino NF Heritage external file sharing site (Pinyon) or via email.

TASK 2. FIELDWORK

Once background research is complete, SWCA will conduct a pedestrian survey of 601 acres. The fieldwork under this task will be conducted as described above for Phase 1, Task 2, and will be performed in accordance with Coconino NF general survey requirements. It is our understanding that the Flagstaff Ranger District anticipates that up to 44 newly identified heritage sites are present in the survey block in addition to the 26 known heritage sites that will require inspection and updates to existing site records.

Because several of the 26 known heritage sites were recorded many years ago, the site locations may be mis-plotted within the survey block. SWCA will search for these sites based on available spatial information to complete the necessary site updates. If a site is not found at or near its plotted location, SWCA will search up to a 100-meter radius around the plotted location for the site. If SWCA is unable to locate one or more of the 26 existing heritage sites, we will notify the Flagstaff Ranger District Archaeologist immediately to address any location discrepancies encountered during fieldwork.

TASK 3. REPORTING

Upon completion of fieldwork under this phase, SWCA will prepare a report that will incorporate the background research with the survey results and site updates for the Campbell Mesa Prescribed Fire project area. Reporting under this task will be completed as described above under Phase 1, Task 3.

TASK 4. DATA ENTRY

NRM Heritage database entry under this task will be performed as described above under Phase 1, Task 4.

No more than 70 heritage sites (up to 44 newly recorded sites and 26 heritage site updates) will require data entry under this task.

TASK 5. SITE CARD PREPARATION

Site card preparation under this task will be performed as described above under Phase 1, Task 5.

No more than 70 site cards (44 newly recorded heritage sites and 26 heritage site updates) will be prepared by SWCA. No hard copies of site cards (draft or final versions) will be required under this task.

Cost to complete Phase 3: $215,600

PROJECT SCHEDULE

The project schedule for all three phases is dependent upon the issuance of a multi-year permit to conduct archaeological surveys on Coconino NF lands. SWCA will identify where tasks for all three phases may occur concurrently to minimize any unnecessary delay in the project schedule. The overall schedule to complete all three phases as described above and in consideration of the assumptions below, is expected to last approximately 20 months from a fully executed contract—anticipated from July 2025 through March 2027.

SWCA anticipates initiating the background research and records search for all project phases immediately upon receipt of a signed purchase/task order. Fieldwork would begin as soon as site records for the known heritage sites in the project areas are received for all three phases (anticipated July or August). SWCA will conduct survey and/or site updates for all three project phases in a manner that maximizes field crew time and streamlines the fieldwork effort. SWCA intends to begin drafting reports for each project phase concurrently with fieldwork to minimize delays once the survey and site updates are completed. SWCA anticipates that the Phase I draft report will take 5 to 6 months, the Phase II draft report will take 2 to 3 weeks, and the Phase III draft report will take 6 to 8 weeks.

We understand that the Flagstaff Ranger District implements seasonal road closures for high-elevation Forest Service roads due to snow and inclement weather to minimize road damage and winter hazards. SWCA will coordinate with the Flagstaff Ranger District to identify any road closures that may impact survey efforts. Provided roads remain open during the winter months and surface visibility is at least 85%, fieldwork will be ongoing until completed. If SWCA is unable to survey due to inclement weather and/or seasonal Forest Service road closures, SWCA would resume fieldwork as soon as travel access is re-established and roads are opened for the spring. SWCA will continue to work on data processing and reporting during any periods of time when fieldwork is paused.

The data entry task for each project phase will begin once site descriptions are finalized after review by the Flagstaff Ranger District Archaeologist. Data entry is anticipated to take up to 22 weeks for up to 350 heritage sites across all three project phases. Site card preparation will start after SWCA's NRM Heritage database submissions have been reviewed, and the Flagstaff Ranger District Archaeologist provides the draft site cards to finalize. Finalization of site cards is anticipated to take up to 9 weeks for up to 350 heritage sites across all three project phases.

COST ESTIMATE AND ASSUMPTIONS

Based on thoughtful consideration of the project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget not to exceed **$1,210,591** without client approval to complete all three phases or each phase individually, as presented in the table below.

To accommodate project changes and scheduling, it is assumed that SWCA will be able to use the overall project funding and will not be held to phase and task limits so long as the overall budget is not exceeded. SWCA will submit a budget summary with each invoice to provide visibility and track monthly spending. We will also submit a progress report with each invoice, which will be submitted to the City on a monthly basis.

Table 1. Cost Estimate.

PHASE/TASK		LABOR $	EXPENSES $	NTE TOTAL $
Phase 1. North and South WCS Prescribed Fire Units Inventory and Site Updates		–	–	–
Task. 1 Background Research		$4,736	–	$4,736
Task 2. Fieldwork		$482,183	$58,242	$540,425
Task 3. Reporting		$298,734	$1,323	$300,057
Task 4. Data Entry		$75,872	–	$75,872
Task 5. Site Card Preparation		$33,752	–	$33,752
	Phase 1 Total	***$895,277***	***$59,565***	***$954,842***
Phase 2. Mountainaire WCS Prescribed Fire Site Updates		–	–	–
Task 1. Background Research		$1,048	–	$1,048
Task 2. Fieldwork		$14,829	$1,231	$16,060
Task 3. Reporting		$16,378	$67	$16,445
Task 4. Data Entry		$3,748	–	$3,748
Task 5. Site Card Preparation		$2,848	–	$2,848
	Phase 2 Total	***$38,851***	***$1,298***	***$40,149***
Phase 3. Campbell Mesa WCS Prescribed Fire Inventory and Site Updates		–	–	–
Task 1. Background Research		$1,950	–	$1,950
Task 2. Fieldwork		$75,990	$7,093	$83,083
Task 3. Reporting		$97,139	$518	$97,657
Task 4. Data Entry		$22,539	–	$22,539
Task 5. Site Card Preparation		$10,371	–	$10,371
	Phase 3 Total	***$207,989***	***$7,611***	***$215,600***
PROJECT TOTAL				**$1,210,591**

Note: Each task includes management and administrative costs.

ASSUMPTIONS

- The scope of services and corresponding cost estimates are based on maps and spatial data provided by the City of Flagstaff to SWCA on June 6, 2025, which was then revised to reduce survey acreage for low-density areas under Phase 1 based on the City's email to SWCA on July 17, 2025.
- The Coconino NF will issue SWCA a multi-year permit to conduct all survey, regardless of project area. Individual project-specific permits will not be required for any phase or task.
- The Flagstaff Ranger District Archaeologist will provide any required GIS data templates (e.g., geodatabase templates, shapefile templates) to SWCA prior to fieldwork.
- The archival records search area will not exceed a 200-meter buffer from the project footprint.
- Fieldwork will be conducted on USDA Forest Service lands only. No work will be required for any other land jurisdiction.
- Access through private land, if required, will be coordinated by the client or client representative.
- This cost does not include additional fees that may arise due to undisclosed, unforeseen, or unfavorable conditions. The ability to conduct fieldwork will be unimpeded by weather, road construction, landowner restrictions, force majeure, or any other factor(s) outside SWCA's control. If for any reason SWCA is not able to access the project areas during fieldwork because of access restrictions and/or other limitations, additional costs could be incurred beyond the amount proposed herein.

- Other than those specifically described herein, there are no historic-era (i.e., over 50 years since first constructed) built environment resources (e.g., buildings, structures) that will need to be identified, documented, or evaluated in any of the project areas/survey blocks.
- The Coconino NF will provide site records, reports, geospatial data, and any relevant background information on cultural resources in the project areas electronically. No in-person research will be required for any phase or task.
- The reporting tasks include one (1) round of report revisions based on Flagstaff Ranger District Archaeologist and City of Flagstaff comments. These costs do not include any additional rounds of revisions made to the report based on comments from any other agency or entity.
- Data entry will be conducted remotely, and SWCA will not be required to perform this task in person at a USDA Forest Service facility.
- Data entry and site card preparation tasks will not commence until the draft report is reviewed by the Flagstaff Ranger District Archaeologist and site descriptions have been finalized to minimize the need for revisions/corrections for multiple deliverables.
- All deliverables will be submitted in electronic format for agency review. Once the reports have been finalized after agency comments are addressed and the project is ready for curation at the Coconino NF, SWCA will provide one (1) print copy of each report, totaling three (3) copies in all. No other documents will be provided in hard copy format. If printed site cards or other records are required, a change order may be necessary to account for costs incurred from printing and production of individual site records.
- Any task not expressly described herein is not included in the proposed cost.
- Phase 1 – The survey blocks will not exceed 7,813 acres in total, consisting of 7,746 acres in low-site density and 67 acres in high-site density. This reflects the City's request to revise the low-density survey acreage, which was reduced by 1,207 acres and accordingly reducing the number of new sites anticipated by 30.
- Phase 1 – No more than 44 previously documented heritage sites will require site record updates within the survey blocks.
- Phase 1 – No more than 50 previously documented heritage sites will require site record updates outside the survey blocks. If a site is not found at or near its plotted location, SWCA will search up to a 100-m radius of the plotted location for the site.
- Phase 1 – No more than 147 newly identified heritage sites are present in the project area.
- Phase 1 – There is one NRHP-listed property, the Woody Mountain Lookout, in the survey area. No additional work, including field recording, detailed exterior/interior measurements, drawings (plans, elevations), or other documentation will be required for the lookout tower. Documentation of the adjacent cabin will be limited to exterior photographs and architectural observations, and no exterior/interior measurements, drawings (plans, elevations), will be necessary under this task.
- Phase 1 – No more than 241 heritage sites (147 newly recorded sites and 94 site record updates) will require NRM Heritage database entry.
- Phase 2 – No pedestrian survey will be required.
- Phase 2 – No more than nine (9) previously documented heritage sites will require site record updates as part of this phase.
- Phase 2 – No more than nine (9) heritage sites will require NRM Heritage database entry.
- Phase 3 – The survey area will not exceed 610 acres in total.
- Phase 3 – No more than 26 previously documented heritage sites will require site record updates in the survey block.
- Phase 3 – No more than 44 newly identified heritage sites are present in the survey block.

- Phase 3 – No more than 70 heritage sites (44 newly recorded sites and 26 site record updates) will require NRM Heritage database entry.

Katie Hobbs
Governor

Elizabeth Alvarado-Thorson
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

1400 W. WASHINGTON ST., SUITE B200
PHOENIX, ARIZONA 85007
(602) 542-1500

July 28, 2023

Sent via email: jsterling@swca.com

SWCA Environmental Consultants
Jana Sterling, Vice President, Southwest
20 East Thomas Road, Suite 1700
Phoenix, AZ 85012
(928) 774-5500

Re: Award of Contract No. CTR066941 On-Call Environmental Services

Dear Ms. Sterling,

Congratulations on your award of contract CTR066941 On-Call Environmental Services. The initial contract term shall begin on **July 31, 2023**. Please submit your current Certificate of Liability Insurance to me by Monday, August 7, 2023.

The attached document is your fully executed contract and includes the following:

- Award letter
- Executed Offer and Acceptance
- Fee Sheet
- Supplier SOQ
- BPM005468 Solicitation

You are cautioned not to begin any work under the contract until you have been issued a Task Order and purchase order.

We look forward to working with you and if you have any questions regarding your company's contract, please contact me at crista.clevenger@azdoa.gov or (602) 489-9116.

Sincerely,

Crista J. Clevenger
Construction Procurement Manager

Attachment 1: Offer and Acceptance Form

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service and/or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status if checked below (No. 4).

SWCA, Inc., dba SWCA Environmental Consultants Company Name	Jana Sterling Signature of person authorized to sign
20 East Thomas Road, Suite 1700 Address	Jana Sterling, Vice President, Southwest Printed name and title
Phoenix, AZ 85012 City, State, ZIP	jsterling@swca.com Contact email address
(928) 774-5500 Contact Phone Number (Office)	(928) 607-9862 Contact Phone Number (Mobile)
KJ64MREJDNL1 Unique Entity ID (SAM #)	N/A ROC #(s)
86-0483317 Federal Tax Identifier (EIN or SSN)	0164638-7 State Tax Identifier

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465.
3. The Offeror 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 shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization __ **IS/** _x_ **IS NOT** a small business with less than 100 employees or has gross revenues of $4 million or less in prior FY.

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.

This Contract shall henceforth be referred to as Contract No. **CTR066941**.

The effective date of the Contract is **July 31, 2023**.

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, contact release document or written notice to proceed.

State of Arizona Awarded this 28 day of July, 2023

Procurement Officer Crista J. Clevenger

2023 LABOR CATEGORIES AND BILLING RATES

Environmental Consulting Services

Cultural Resources
Environmental Resources
Paleontology
Scientific Resources
Planning Resources
Graphics/Media Production
GIS/CADD Resources
Technical Writing/Editing
Training/Facilitating
Air Quality

Subject Matter Expert IV	$279.00	Specialist VIII	$150.00
Subject Matter Expert III	$255.00	Specialist VII	$140.00
Subject Matter Expert II	$230.00	Specialist VI	$130.00
Subject Matter Expert I	$219.00	Specialist V	$117.00
Specialist XII	$215.00	Specialist IV	$107.00
Specialist XI	$197.00	Specialist III	$97.00
Specialist X	$180.00	Specialist II	$85.00
Specialist IX	$161.00	Specialist I	$72.00
		Technician II	$60.00

Engineering and Special Services (Tier 1)

Subject Matter Expert IV	$280.00	Specialist X	$197.00
Subject Matter Expert III	$265.00	Specialist IX	$180.00
Subject Matter Expert II	$240.00	Specialist VIII	$161.00
Subject Matter Expert I	$230.00	Specialist VII	$150.00
Specialist XII	$230.00	Specialist VI	$140.00
Specialist XI	$215.00	Specialist V	$130.00
		Specialist IV	$117.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.

	Request for Qualifications Attachments & Response Forms Solicitation No. **BPM005468** Description: **ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES**	Arizona Department of Administration **General Services Division** 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

Attachments for BPM005468 On-Call ALTA Land Surveying & Environmental Services contains the forms that are to be submitted as part of the Offer when responding to this Solicitation. Unless stated otherwise, all pre-printed forms provided in this document shall be completed using the document provided according to the instructions as stated in the solicitation.

OFFEROR MAY SUBMIT MORE THAN ONE PROPOSAL. PLEASE INDICATE WHICH DISCIPLINE YOUR PROPOSAL IS BEING SUBMITTED FOR. UP TO 10 CONTRACTS CAN BE AWARDED FOR EACH DISCIPLINE.

☐ **LAND SURVEYING** ☒ **ENVIRONMENTAL**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE SOLICITATION BEFORE COMPLETING THESE FORMS AND SUBMITTING THE OFFER.

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APP Step-By-Step Guides and Quick Reference Guides are accessible on the APP website https://appstate.az.gov. Technical inquiries about submitting your offer in APP should be submitted to the APP Help Desk by phone at (602) 542-7600, option 1, or by email at app@azdoa.gov

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

Attachment 1: Offer and Acceptance Form

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service and/or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status if checked below (No. 4).

SWCA, Inc., dba SWCA Environmental Consultants Company Name	Jana Sterling Signature of person authorized to sign
20 East Thomas Road, Suite 1700 Address	Jana Sterling, Vice President, Southwest Printed name and title
Phoenix, AZ 85012 City, State, ZIP	jsterling@swca.com Contact email address
(928) 774-5500 Contact Phone Number (Office)	(928) 607-9862 Contact Phone Number (Mobile)
KJ64MREJDNL1 Unique Entity ID (SAM #)	N/A ROC #(s)
86-0483317 Federal Tax Identifier (EIN or SSN)	0164638-7 State Tax Identifier

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465.
3. The Offeror 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 shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization __ **IS/** _x_ **IS NOT** a small business with less than 100 employees or has gross revenues of $4 million or less in prior FY.

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.

This Contract shall henceforth be referred to as Contract No._____.

The effective date of the Contract is _____.

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, contact release document or written notice to proceed.

State of Arizona Awarded this _____ day of _____ 2023

Procurement Officer_____

Attachment 2-A: Offeror Information Questionnaire

Failure to fully address all information requested may cause the statement of qualifications to be determined non-responsive.

1. Describe the firm's and the proposed lead team member's previous design and construction administration experience for projects similar in size and scope to this project.

Company Overview

SWCA Environmental Consultants (SWCA), a 100% employee-owned S-Corporation established in Flagstaff, Arizona, in 1981 and now headquartered in Phoenix, Arizona, specializes in providing comprehensive environmental planning, regulatory compliance, and natural and cultural resources management services to businesses and governmental clients across the United States. We work to understand the full life cycle of each project, from its early inception to completion. In the face of rapid environmental, economic, and societal changes, SWCA provides a thorough approach to these ever-changing challenges. We apply our motto, **Sound Science, Creative Solutions,** to each of our projects, producing defensible technical results that ensure project success.

Environmental Services

- Phase I Environmental Site Assessments
- Waters of the U.S. (WOTUS) evaluations, including preliminary and approved jurisdictional determinations (JDs)
- Clean Water Act (CWA) Section 404 Permitting
- Biological evaluations (BEs), including Endangered Species Act compliance
- Native plant and noxious weed inventories
- In-house geographic information system (GIS) and data analysis support
- Unmanned aerial system, aka "drone," services
- Other various environmental planning, cultural resources, public involvement, and environmental compliance services

SWCA's dedicated team of qualified professionals provides a full suite of in-house environmental services in Arizona. Since our founding, SWCA has grown to more than 1,400 employees across 40 offices, including three offices in Arizona—Flagstaff, Phoenix, and Tucson. With SWCA's local team of environmental professionals and company-wide support, we are prepared for any scale of project and have the capacity and experience to successfully manage and complete multiple assigned tasks concurrently.

SWCA has supported more than 8,000 environmental projects across all 15 Arizona counties since our founding in 1981. We apply our high-level technical, scientific, and management expertise while managing multiple on-call contracts in Arizona. **We currently hold more than 80 master service agreements and 15 on-call contracts in Arizona,** including with the Arizona Department of Environmental Quality; the Arizona Department of Administration State Procurement; and local municipalities such as Pinal and Pima Counties, Phoenix (Street Transportation, Housing Departments), Tempe, Mesa, Chandler, Peoria, and Tucson. We are a qualified vendor for the Arizona Department of Administration. We understand the specific project needs and processes for Arizona State Land Department (ASLD) projects, including obtaining purchase orders, invoicing, and producing and submitting deliverables.

Hazardous Materials

SWCA has the experience and expertise needed to complete thorough Phase I environmental site assessments (ESAs) to identify the potential presence of contaminants on a given property. We have successfully completed hundreds of ESAs in locations ranging from uninhabited deserts and mountains to dense metropolitan settings in much of the United States. We have conducted internal classroom and field sessions on ESA field and writing techniques. Our ESA specialties also include performing Federal Aviation Administration Standard Phase I Environmental Due Diligence Audits for airport projects. We also apply the principles of ESAs to local and state Department of Transportation (DOT) projects. Our team of experts includes staff members with strong backgrounds in site assessment, hydrology, sampling protocols, and remediation technologies.

Biological and Natural Resources

Our expertise in biological and natural resources covers all aspects of regulatory assistance and compliance. In addition, our team provides environmental inspection and construction monitoring for Migratory Bird Treaty Act and other wildlife regulatory compliance support and postconstruction restoration inspection and monitoring. Many of our projects include surveys and/or consultations for southwestern willow flycatcher, yellow-billed cuckoo, Sonoran desert tortoise, and bird species protected under the Migratory Bird Treaty Act, including burrowing owls. We maintain the state and federal permits necessary for surveying for federally listed species. **These permits allow us to conduct species-specific protocol surveys on federal, ASLD, local municipality, and private lands**.

SWCA has completed vegetation management plans for compliance with a variety of requirements by agencies, including the ASLD, Bureau of Land Management (BLM), and local municipalities. Such plans can support the development of salvage plans, planting plans, and restoration plans for preconstruction permitting requirements, response to emergencies, and postconstruction rehabilitation projects. We have completed numerous native plant inventories for utility right-of-way applications on State Trust Lands for use in plant valuations using plot and 100% survey methodologies.

Our habitat assessment experience is extensive and wide ranging. The project areas we assess range in size from less than 1 acre to more than 5,000 acres, with land uses ranging from urban and suburban environments to open undisturbed desert and grassland habitats and everything in between.

Our typical scope of work for completing BEs includes biologist visits to the project area to document and describe vegetation types and other habitat features potentially important to listed or other special-status species. In addition, we record a list of dominant plant and animal species. Based on site reconnaissance and available sources of information on habitat requirements and distribution, we evaluate project areas for the potential presence of such species.

Team Experience

- Wildlife surveys
- Native plant surveys
- Special-status species surveys
- Site inventories and habitat assessments
- Ecological studies
- Vegetation management plans
- Facilitating meetings with stakeholders and federal agencies
- Biological assessments
- BEs
- Habitat conservation plans

Clean Water Act Services

SWCA has been assisting private- and public-sector clients with Clean Water Act (CWA) Section 404 compliance and permitting for decades, and we have the expertise and experience needed to help ASLD navigate the ever-changing CWA regulatory environment. Our water specialists have worked with ASLD personnel on completing and reviewing jurisdictional waters delineations on State Lands for various land development types, including land sales and solar lease sales. We have prepared numerous U.S. Army Corps of Engineers (USACE)-compliant documents, including waters of the U.S. (**WOTUS) evaluations; preliminary and approved jurisdictional determinations (JDs); significant nexus evaluations; watershed analyses; jurisdictional waters avoidance and minimization analyses; project-specific documentation of non-notifying Nationwide Permit coverage; preconstruction notifications; Section 404 Individual Permit applications with associated environmental assessments (EAs) and Section 404(b)(1) alternatives analyses; functions and services assessments; habitat management and mitigation plans; mitigation monitoring; and biological and cultural resources documentation in support of Section 404 compliance.** As the client's agent, we work closely with USACE project managers and other stakeholders to identify and resolve complex delineation and permitting issues and to develop the best strategy to obtain project authorization.

We work closely with the USACE to identify the limits of WOTUS through the agency's JD processes and to obtain authorization for Nationwide and Individual Section 404 Permits. We remain up to date on CWA regulations effective in Arizona by closely monitoring associated ongoing litigation and maintaining open communication with the USACE's Arizona Regulatory Branch; this helps us minimize regulatory delays. The definition of WOTUS is under review by the USACE and U.S. Environmental Protection Agency (EPA), and SWCA will continue to actively monitor agency notices to advise our clients of regulatory guidance changes as they occur and will proactively incorporate anticipated guidance to facilitate the USACE's review and determination without the need for significant revisions to project documentation.

Our qualified staff is also experienced with Arizona Department of Environmental Quality (ADEQ) Section 401 Water Quality Certification and Section 402 stormwater compliance processes. If needed, we can assist with Section 401 Water Quality Certification applications; State Surface Water Protection Program reviews; surface water quality sampling and monitoring; Arizona Pollutant Discharge Elimination System permitting; stormwater pollution prevention plan preparation and inspections; best management practices implementation, oversight, and inspections; preparation of spill prevention control and countermeasure plans and other environmental compliance management plans; and worker environmental awareness programs and training.

For CWA permitting compliance, public and agency outreach is commonly addressed through the USACE's and ADEQ's public notice processes. SWCA has worked closely with the USACE and ADEQ to facilitate preparation and distribution of public notices, respond to comments provided during the outreach process, and incorporate stakeholder feedback as appropriate.

Why SWCA

SWCA has the demonstrated expertise and experience needed to provide all the tasks and services requested in this request for qualifications (RFQ). The following sets SWCA apart from other firms offering environmental services:

- ✓ 40+ years of demonstrated success in Arizona
- ✓ Documented record of on-time and within-budget delivery of services
- ✓ Client-oriented services within a scientific research framework
- ✓ Multiple offices in Arizona from which additional subject expertise, field personnel, equipment, and local research can be drawn
- ✓ Offices that are connected virtually through the company intranet, which enables seamless data sharing among offices and with clients
- ✓ In-place, company-wide safety and quality assurance/quality (QA/QC) control programs
- ✓ A corporate accounting department familiar with the requirements of special-funding contracts and capable of providing the invoices and documentation required by clients
- ✓ Company employee ownership and a culture that allows us to attract and retain the best people. We care about your projects and are invested in finding the solutions you need to achieve your goals and objectives.

Why SWCA?

- We have provided environmental services in Arizona since 1981 and have strong relationships with local agencies' staff.
- With three offices in Arizona, we can mobilize quickly to meet project deadlines
- Our experienced team is committed to delivering the services requested for the life of the contract.
- Our team maintains up-to-date knowledge on all local regulations and understands the Arizona landscape and its resources.
- Our team is local; we understand the importance of preserving our resources and are passionate about completing this work within our community.

2. Create a three-column chart. In the first column, list the past project title, budget, and year completed (listing only past projects with similar scope and budget within the past seven years) the firm has been the lead design professional. In the second column of the chart, list the names of any proposed key personnel and subcontractor(s) (if any) "team member" identified for this project that performed services for the project in column one and the team member's role for the listed project. In column three provide best practices and lessons learned for each project.

Past Projects *(Within last seven years similar in size and scope.)*	*Proposed Key Personnel* *(Performing role on past project)*	*Best Practices and Lessons Learned*
Central Arizona Project (CAP) Trail EA in Pinal County, Arizona $142,912 2020–2022	Russell Waldron, CWA Section 404 Lead Victoria Casteel, CWA Section 404 Support Eleanor Gladding, Biology Lead Michael Standart, GIS Support	Effective coordination between SWCA, the client, and agencies and stakeholders can lead to lower costs and better solutions for the project. Bureau of Reclamation (Reclamation) biologists required the County to address wildlife corridor concerns at the Picacho Mountains. Initially, extensive design requirements were suggested. The design requirements would have made the project cost prohibitive for the County. SWCA and Reclamation engaged in deeper discussions for the non-motorized uses and their impact, workshopping scenarios to better understand outcomes. Through discussions with users, trail managers, and biologists, the project team successfully implemented a signage program mitigation measure to address the wildlife corridor potential impacts, reducing costs for the County while allowing the County to continue to manage and protect important environmental resources. SWCA coordinated these with the County's project engineering and design team.

Past Projects *(Within last seven years similar in size and scope.)*	*Proposed Key Personnel* *(Performing role on past project)*	*Best Practices and Lessons Learned*
Confidential Wind and Solar Development project in Coconino County, Arizona $1,675,191 2020–2022	Steve O'Brien, Phase I ESA Lead Russell Waldron, CWA Section 404 Lead Victoria Casteel, CWA Section 404 Support Eleanor Gladding, Biology Support	Maintaining close relationships with agency contacts is beneficial for remaining current on changes in regulatory guidance and procedures. SWCA maintains ongoing communication with USACE PMs, which facilitates staying up to date on the ever-changing CWA regulations and guidance. Additionally, SWCA coordinated with ASLD to identify the protocol for submitting WOTUS evaluation reports to the ASLD for review for a given project when needed (i.e., only if a JD request will be submitted to the USACE).
Confidential Development Project near Lake Havasu City in Mohave County, Arizona $48,888 2021	Victoria Casteel, Project Manager (PM) Steve O'Brien, Phase I ESA Lead	Collaboration between field staff across services and the use of drones for field data capture can provide significant cost savings during survey of large project sites. SWCA was able to combine the jurisdictional delineation, biological resources, and Phase I ESA field reconnaissance efforts to reduce mobilization costs. SWCA also used drone technology to capture aerial images of the 626-acre project site to supplement the field data, which reduced staff time in the field while allowing them to maintain the same high quality of data collection.

Past Projects *(Within last seven years similar in size and scope.)*	*Proposed Key Personnel* *(Performing role on past project)*	*Best Practices and Lessons Learned*
Shadow Canyon in Buckeye, Maricopa County, Arizona $39,274 2021–ongoing	Victoria Casteel, PM Russell Waldron, CWA Section 404 Lead	Early communication between the client and SWCA to ensure a full and agreed-upon understanding of the full scope of the project and area of potential affect (to include all areas of potential ground disturbance and construction access) has been key to avoiding the need for rework later in the project process and achieving successful delivery on schedule and under budget. Coordination with agencies and stakeholders during the planning process led to multiple changes in site design, layout, and access needs. SWCA coordinated closely with the project proponent throughout the planning process to identify the appropriate area of potential effect for the project. Once the area of potential effect was identified, SWCA team leads coordinated on field reconnaissance efforts across services (e.g., biological and CWA Section 404 efforts) to minimize field time and costs.

3. In Attachment 3-B. Provide key personnel by the name, title, and directly responsible person who will be engaged in the work. An individual may be identified for more than one project discipline, or multiple individuals named to one single discipline. Describe each Individual's specific qualifications and experience directly related to each type of Services proposed. Focus on the proposed individual's specific duties and responsibilities and how project experience is relevant to each type of proposed Services.

   Attachment 3-B is included with this submission.

Attachment 2-B: Experience and Organizational Profile

Failure to fully address all information requested may cause the bid to be determined non-responsive.

Firm Name	SWCA Inc., dba SWCA Environmental Consultants	**Year Established**	1981
Principal Address (Street, City, State)	20 East Thomas Road, Suite 1700 Phoenix, AZ 85012		
Years' Experience performing services similar in size and scope as required by this solicitation.			40
Years the organization has conducted business in the State of Arizona.			42

CONTRACT REPRESENTATIVES TO CONTACT

	Name	Title	Telephone Number	E-Mail Address
1	Jana Sterling	Vice President - Southwest	(928) 774-5500	jsterling@swca.com
2	Don Kelly	Senior Director - Southern Arizona	(480) 581-5354	donald.kelly@swca.com

THREE (3) PROJECTS COMPLETED BY FIRM SIMILAR IN SIZE AND SCOPE / REFERENCES

1	Client Company/Address	Contact	Begin Date	End Date
	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003	Melinda Jones	2015	Ongoing
		Phone Number	**Email Address**	
		(602) 495-5341	Melinda.Jones@phoenix.gov	

Services Provided Similar to Those Described in Solicitation

City Of Phoenix Housing and Urban Development (HUD) On-call Environmental Services

SWCA completes HUD environmental reviews in compliance with the National Environmental Policy Act (NEPA) for the City of Phoenix Neighborhood Services and Housing Departments On-Call contract. We have an experienced, dedicated local staff who respond quickly and efficiently to meet deadlines. Our staff also completes emergency reviews, which must be completed within 24 hours of assignment. Appointing a dedicated PM has streamlined our ability to complete these reviews; SWCA routinely assists the City of Phoenix and knows the applicable City codes, portal and software used for review submittals, and the necessary coordination with City and State departments.

Since 2015, SWCA has assisted the City of Phoenix in developing NEPA reviews (including categorical exclusions and EAs) for HUD-funded projects in Phoenix. These projects range in complexity and thus require a nimble PM with a deep bench of specialists. To date, SWCA has completed more than 550 assignments under this contract. Collectively, the SWCA HUD team has completed more than 1,400 assignments for the City since 2010.

2	Client Company/Address	Contact	Begin Date	End Date
	Water Infrastructure Finance Authority of Arizona (WIFA)	Lindsay Jones	March 2021	July 2021
		Phone Number	**Email Address**	
		(602) 364-1324	ljones@azwifa.gov	

Services Provided Similar to Those Described in Solicitation

WIFA City of Somerton Water System Improvements Project

The City of Somerton Water System Improvements Project involved installing a 10-inch and a 12-inch water main extension along roadways between Cesar Chavez Avenue along Jefferson Street and the proposed Avenue F ¼ alignment and Main Street (U.S. Highway 95) to develop approximately 55 acres of undeveloped City-owned land and adjacent Yuma Union School District–owned land. The Proposed Action requested funds from the Drinking Water State Revolving Fund (DWSRF) administered by WIFA and therefore was subject to WIFA's National Environmental Policy Act (NEPA)–like environmental review process. SWCA prepared an Environmental Information Document (EID) for the project following WIFA's template to ensure environmental compliance.

SWCA is an approved vendor for WIFA and regularly prepares EIDs for projects that receive funding from the DWSRF via WIFA. The EIDs provide an environmental review of the project area to identify environmental resources (e.g., biological, water, and cultural resources) in the project area, potential project impacts, and mitigation measures to avoid or minimize any adverse impacts.

3	Client Company/Address	Contact	Begin Date	End Date
	Pinal County Open Space & Trails P.O. Box 2973 Florence, AZ 85132	Kent Taylor	August 2020	March 2022
		Phone Number	**Email Address**	
		(520) 509-3555	kent.taylor@pinal.gov	

Services Provided Similar to Those Described in Solicitation

Central Arizona Project (CAP) Trail

SWCA supported Pinal County in developing 40 miles of non-motorized trail as a segment of the CAP Trail, which is intended to be incorporated into the national recreation trail system eventually. The trail would be located on federal, state, and county-owned land adjacent to the CAP, with U.S. Bureau of Reclamation as the lead federal agency. Because the project involved four agencies (CAP, Reclamation, the Central Arizona Water Conservation District, and ASLD) and multiple stakeholders (City of Coolidge, recreation groups, and equestrian groups), SWCA developed and maintained a centralized SharePoint site, wherein the agencies and Pinal County could interactively review documents, comments, and schedules and receive results in real time. SWCA provided monthly progress reports and held monthly project meetings to share project concerns, ensuring that meeting project development milestones stayed on track.

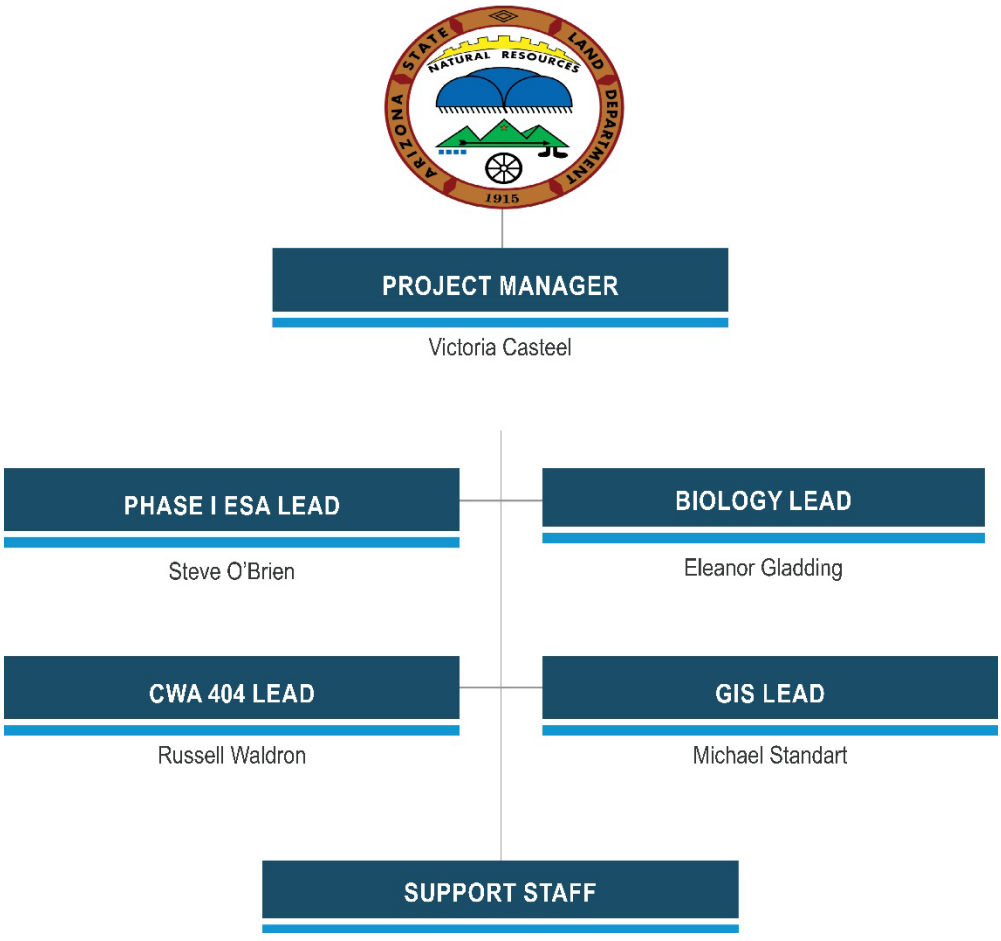
The SWCA team supported Pinal County during the entire NEPA process under the direction of Reclamation. SWCA developed a mailing list and public scoping flyers and maps and worked with local libraries and newspapers to provide project information to stakeholders. SWCA worked closely with Reclamation specialists on sensitive resource issues, including researching Pima and Pinal Counties comprehensive plans; the City of Coolidge's general plan; and land use, wildlife corridors, and cultural resources sites. In addition, we coordinated these resource issues with Pinal County's project engineering and design team, where a trailhead was redesigned to address resource impacts. SWCA produced a biological evaluation, a cultural resources report, an EA, a finding of no significant impact, and an administrative record for the project.

Attachment 3-A: Method Proposal

(Method of Approach)

Response must demonstrate your comprehension of the objectives and services of this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ). Firms shall provide responses directly below the numbered questions in this attachment.

1. Substantiate how your team can most effectively undertake the requirements and responsibilities associated with the on-call professional services for the state of Arizona and your proposed team's understanding of this scope of services by:
   a) Providing an organizational chart clearly identifying the lines of authority.



b) Describing your current workload and availability of designated team staff (including Sub-Consultants). Indicate the relationship of the work in this RFQual to the firm's other current projects.

Staff availability and responsiveness are critical elements to consider when managing and completing work on a tight schedule for multiple projects simultaneously. We have permanent in-house staff members who can fully support the work for the duration of this contract. We will be available to respond to and complete task orders and provide advice when requested, help develop cost-efficient scopes of work, and identify potential environmental constraints and opportunities as needed. Our team of full-time, permanent SWCA employees can quickly fulfill any requests, even on extremely short notice. Additionally, our staff seamlessly integrates with other offices, enabling us to provide extra support. With a large team of hundreds of professionals, we are capable of tackling projects with tight deadlines or requiring specialized expertise for CWA, Phase I ESA, and biological resources due diligence tasks such as those mentioned in the RFQ, as well as many other environmental services not mentioned in the RFQ. SWCA currently provides environmental services such as the due diligence tasks in the RFQ for a wide range of projects.

The following chart may be utilized to show current workload of proposed team members. Additional lines may be added as needed.

Project Team Member	Current Workload	Commitment (%)	Total Availability (%)
Victoria Casteel, PM			
	Various WIFA on-call projects	10	30
	Confidential line siting and certification of environmental compliance project	10	
	Salt River Project Roosevelt Dam Habitat Conservation Plan Amendment and Incidental Take Permit EA Project	15	
	Miscellaneous confidential environmental planning and water resource projects	35	
Steve O'Brien, Phase I ESA Lead			
	Confidential projects	65	25
	Marketing and proposals	10	
Eleanor Gladding, Biology Lead			
	Confidential projects	30	30
	Miscellaneous projects	40	
Russell Waldron, CWA Section 404 Lead			
	Waha Baja Pipeline Services	10	30
	Miscellaneous water resource projects	30	
	Business development and staff development for miscellaneous projects	30	

Project Team Member	Current Workload	Commitment (%)	Total Availability (%)
Michael Standart, GIS Lead			
	Confidential projects	80	15
	Administrative support	5	

2. Describe your proposed team's general approach to managing on-call projects of various sizes and complexity meeting the requirements as stated in the Statement of Work Section.

SWCA is able to successfully manage a variety of projects simultaneously by establishing a main SWCA point of contact and skilled team leads for all ASLD on-call projects, maintaining open communication with ASLD at all times, developing a project management plan for each project, and collaborating internally with team leads and staff on an ongoing basis until each project is complete. Our team knows ASLD's staff and understands ASLD's unique project needs and processes.

SWCA has the capacity and experience to successfully conduct and complete multiple projects simultaneously. Our specialists often have overlapping areas of expertise and can quickly fulfill most requirements, even on extremely short notice. Led by PM Victoria Casteel, our team is fully prepared, qualified, and capable of performing Phase I ESAs and providing CWA support and biological resource services in-house for projects that range in size and complexity. Any additional services needed (e.g., Phase II ESAs) will be subcontracted as needed and overseen by the SWCA PM.

SWCA's project management approach recognizes that clear, effective communication is key to the success of each project. Our communication style is direct and to the point, with clear protocols in place about how, when, and with whom we communicate. SWCA PM Victoria Casteel will manage all SWCA communication with ASLD, with support from the SWCA Team Leads and our Project Controls Program, as appropriate. SWCA will not contact other state or federal agencies (e.g., State Historic Preservation Office, USACE), unless directed by ASLD.

At the start of every project, Ms. Casteel will coordinate with ASLD staff to develop a project management plan that

- ✓ identifies team members from ASLD and SWCA and reviews roles and responsibilities;
- ✓ establishes a communication plan;
- ✓ identifies the project scope and associated environmental tasks;
- ✓ establishes schedule milestones;
- ✓ identifies short-term action items;
- ✓ details the protocol for submittals, review periods, and approval of deliverables; and
- ✓ establishes a process for information flow.

Once the project management plan is in place, the SWCA PM, in collaboration with team leads, will oversee the preparation and successful completion of all deliverables on time and on budget.

3. Once the State has accepted the Design schedule, demonstrate how your firm will manage and maintain the schedule dates.

   The SWCA PM, with assistance from SWCA Project Controls personnel, will oversee on-call contract administration and will track our schedule and budget for each project. SWCA uses Smartsheet with Resource Management and Microsoft Project software to track field visits, reporting milestones, deliverable due dates, and other aspects of project schedules. Throughout the life of the on-call contract, SWCA's PM will maintain regular communication with ASLD to provide schedule updates for each project and ensure on-time completion of deliverables.

   SWCA will continue to provide deliverables to ASLD within expected time frames by maintaining multiple staff members with the capability and capacity to start work on assignments as needed. SWCA will ensure that deliverables are received on time by making sure that staff is available at any time to complete tasks, training additional staff as necessary, and through regular communication with ASLD staff.

   SWCA will ensure that at least one member of the project team, typically the SWCA PM, is always available to monitor emails and receive task assignments under this contract. The SWCA PM will follow up with team leads and other staff to relay project information and task assignments, schedule a site visit (if necessary), and ensure that tasks are completed in the ASLD-required timeframe. All tasks under this on-call contract will be entered into and tracked in a project file by the SWCA PM. The PM will be responsible for ensuring that all deliverables are completed within the required timeframes and that ASLD is notified of any issues affecting the delivery date or the overall projects.

4. List standard turn-around time for design requests/changes, RFI's, submittals, and differing situations that may impact time constraints.

   SWCA is proposing to provide environmental services but often accommodates changes in project design, requests for information, and other requests from clients during the planning process. Typical turn-around time for submittals for environmental due diligence tasks is generally 1 to 2 months but varies depending on the environmental scope (e.g., one task or multiple tasks), the complexity of the project, and the presence or absence of sensitive resources. When changes to project design occur, SWCA often can provide revised documents and/or requested information in less than 1 week, particularly if no additional fieldwork is needed.

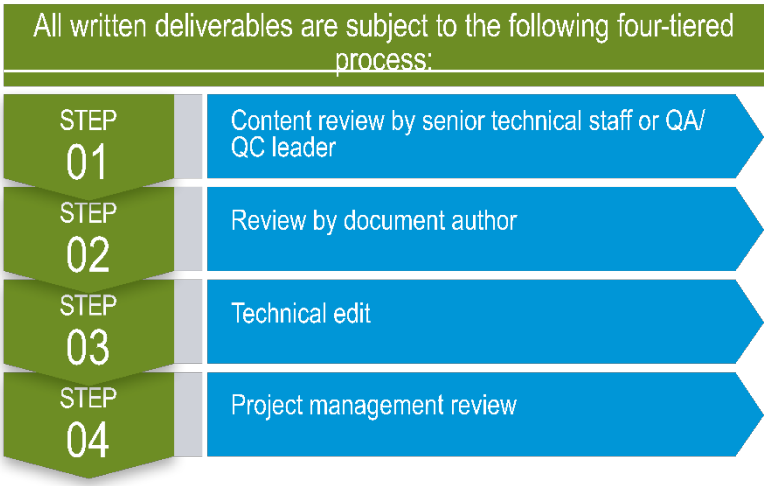
5. Detail your firm's quality control process related to specific plans, specifications and construction documents.

   SWCA's internal QA/QC procedures are a key part of any project and are designed to provide ASLD with the highest quality service and deliverables by ensuring that our projects are managed efficiently; our fieldwork is completed correctly; and work products are technically accurate, defensible, and comprehensive for each required task. QA/QC starts at the beginning of each project with a clear understanding of the scope of work and related requirements and carries through the project to data collection and production of deliverables.

   Before project work begins, Ms. Casteel will provide staff with instructions regarding the scope of work activities and meeting applicable requirements and then will oversee fieldwork, data analysis, and document preparation efforts. SWCA provides technical editing and graphics services to ensure that all documents are accurate, consistent, logical, and well presented. We excel at preparing documents for audiences ranging from technical experts to the general public.

All deliverables, including reports, will go through our QA/QC process, including a review by the SWCA PM before submittal to ensure that all deliverables are of the highest quality. ASLD comments on the draft deliverables will be incorporated into the final deliverables for ASLD records and/or agency submittal when applicable. SWCA administrative staff members will produce the final report, ensuring high-quality reproduction, consistency, cost-effectiveness, electronic archival storage, and proper transmittal to ASLD.

When an author has drafted a resource section or specialist report, the draft will proceed to content review—the first step of the document QA/QC process. The content review will focus on scientific rigor to ensure the document satisfies required regulations and/or meets applicable standards and guidelines. In addition, the review will focus on document organization and flow, the logic of any arguments or conclusions, and the internal consistency of the discussion. Content review will be conducted by an expert with knowledge of the project and the technical material covered in the deliverable. Documents will not be submitted for content review until they are complete, with all necessary data, analysis, and references.



The second step, review by the document author, will focus on incorporating changes and addressing comments based on content review. This ensures that changes are consistent with the author's understanding of the resource and impacts and that the document is written in one voice. The second step also provides an opportunity for the author to clarify language as necessary to create optimal readability and the most rigorous analysis.

Technical editing—the third step—will focus on clarity of writing, technical logic, grammar, spelling, format, adherence to project writing guidelines, and editorial consistency. An SWCA technical editor will conduct this review using the appropriate style guide and will collaborate with authors to make necessary changes in reviewed documents.

Focusing primarily on the overall accuracy of the document and its relevance to the project, the fourth step in the process is project management review. Other components of project management review, to be completed in conjunction with project QA/QC leader reviews, will include the appropriateness of tone, clarity of communication, and completion of project requirements.

6. Does your firm have Procore Project Management Software usage experience?

   No; as an environmental firm, we rely on other project management software such as SmartSheet and Microsoft Project.

7. Does your firm use dimension on the construction drawings? Explain your firm's design plans between scaling and dimensioning on Design drawings.

   SWCA proposes to provide environmental services; therefore, this question does not apply. However, our GIS staff routinely works with engineers to provide data in engineering scales and dimensions to accurately display locations of sensitive resources.

8. Are you able to put the pictures on the drawings with notes regarding tie-in points and locations?

   SWCA proposes to provide environmental services; therefore, this question does not apply. However, our GIS staff routinely works with engineers to provide data in engineering scales and dimensions to accurately display locations of sensitive resources.

Attachment 3-B: Key Personnel Proposal

Key Personnel LIST

OFFEROR NAME: **SWCA Environmental Consultants**

Instructions: Answer all questions thoroughly in the spaces provided. This form shall be completed for each key personnel involved in performance of this contract. A separate resume (maximum one (1) page) may be included using the second page of this Attachment. The resume is to be used to supply relevant information pertaining to the performance of this contract and is to be supplemental to the information below and is not to be used to replace this form.

VICTORIA CASTEEL

Employee Name

Current Information

Position Currently Held in Firm: Project Environmental Planner	
Years With Firm: 3	**Years in Current Position:** 3
Role Under this Contract: PM	
Years' Experience in Role Under This Contract: 17	**Hours per Week of Employee's Time Dedicated to This Contract:** 12
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. No; 30% of Ms. Casteel's time will be dedicated to this on call, as needed.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Ms. Casteel will serve as the on-call PM and as CWA Section 404 subject matter expert on select projects as needed. She will be responsible for providing client support, overseeing field crews, and ensuring that accurate and high-quality deliverables are provided on time and under budget.	
Describe the key personnel's experience in performing the services required by this contract. Ms. Casteel has more than 17 years of experience in project management, environmental planning, and water resources evaluations and permitting support. She provides guidance, agency coordination, and technical expertise to ensure environmental compliance for her clients on various projects throughout the state of Arizona. She regularly coordinates with agencies, including the USACE, to attain JDs and permit approvals for agency and private project applicants for a wide range of transportation, infrastructure, mining, commercial, and residential projects. Ms. Casteel has completed various state and federal environmental clearance documents and obtained permit approvals for a diverse group of clients, including Arizona Public Services, Pinal County, the Arizona DOT, the BLM, Salt River Project, numerous city governments, and a variety of private developers. She has managed projects throughout the state of Arizona, including many within Pinal County and the city of Casa Grande.	
List the key personnel's job-related training and education. B.S. Environmental Water and Resource Economics, University of Arizona College of Agriculture & Life Science Project Management Bootcamp USACE Wetland Delineation Training Program Certification Qualified Preparer of Stormwater Pollution Prevention Plans (QPSWPPP) Qualified Compliance Inspector of Stormwater (QCIS) SWCA Annual Safety Core and Field Safety Trainings Basic First Aid and Heartsaver AED Training	

OFFEROR NAME: **SWCA Environmental Consultants**

STEVE O'BRIEN

Employee Name

Current Information

Position Currently Held in Firm: PM	
Years With Firm: 15	**Years in Current Position:** 14
Role Under this Contract: Phase I ESA Lead	
Years' Experience in Role Under This Contract: 23	**Hours per Week of Employee's Time Dedicated to This Contract:** 10
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. No; 25% of Mr. O'Brien's time will be dedicated to this on call, as needed.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Mr. O'Brien would serve as the Phase I ESA Lead, providing subject matter expertise and team oversight for Phase I ESA tasks, and he may serve as a PM for SWCA, as needed. He will ensure compliance with ASTM International standards, coordinate the contract scope and PMs, and ensure the production of high-quality deliverables.	
Describe the key personnel's experience in performing the services required by this contract. Mr. O'Brien is a senior environmental specialist with 23 years of experience in environmental consulting and technical writing, including 20 years of extensive experience performing Phase I ESAs. He leads SWCA's nationwide Phase I ESA specialists work group and is an integral part of SWCA's NEPA team. He has completed numerous ESAs in a variety of locations, from uninhabited deserts and mountains to dense metropolitan settings in 29 states and Guam and from tiny parcels to 800-square-mile assemblages, including numerous wind and solar energy sites, oil and gas sites, EPA superfund sites, and Department of Defense sites. He teaches SWCA staff to conduct ESAs, with a focus on field and reporting techniques, and has been an expert witness for ESA cases.	
List the key personnel's job-related training and education. B.A. Biology / Chemistry, Gettysburg College Hazardous Materials Initial Site Assessment; Texas DOT; 2014, HAZWOPER 8 Hour Annual Refresher Course; OSHA Campus 360training Corporate Headquarters; 2009 Environmental Site Assessments for Commercial Real Estate; ASTM; 2000 401 Express Permitting; North Carolina Department of Water Quality; 2003 Stream And Surface Water Identification for Riparian Applications; North Carolina Department of Water Quality; 2003 Wetland Assessment and Delineation; North Carolina State University; 2004 Water Supply Watershed Protection SeminarNorth Carolina; WSWPP; 2001 U.S. EPA Watershed Training Certificate; EPA; 2006 Applied Fluvial Morphology (Rosgen Level I); Dave Rosgen; 2006 Hazardous Waste Operations and Emergency Response (HAZWOPER) 40-Hr; 1996–Present River Morphology and Applications (Rosgen Level II); Dave Rosgen; 2006 Project Management Bootcamp; PSMJ Resources, Inc.; 2009	

OFFEROR NAME: **SWCA Environmental Consultants**

ELEANOR GLADDING

Employee Name

Current Information

Position Currently Held in Firm: Senior Biologist	
Years With Firm: 22	**Years in Current Position:** 15
Role Under this Contract: Biology Lead	
Years' Experience in Role Under This Contract: 32	**Hours per Week of Employee's Time Dedicated to This Contract:** 12
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. No; 30% of Ms. Gladding's time will be dedicated to this on call, as needed.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Ms. Gladding will serve as the Biology Lead, providing subject matter expertise and team oversight for biological resources tasks, and she may serve as a PM for SWCA, as needed. She will ensure compliance with all applicable biological resources laws and regulations, coordinate with the contract and PMs, and ensure the production of high-quality deliverables.	
Describe the key personnel's experience in performing the services required by this contract. Ms. Gladding brings more than 32 years of experience as a herpetologist and ecologist. Her areas of expertise include endangered species habitat studies, revegetation planning, species-specific surveys, noxious weed issues, and wildlife-habitat relationships. She is adept at identifying plants and animals, their habitat, and signs of presence. She is also skilled at writing technical and non-technical reports and conducting the extensive literature research that accompanies writing at the professional level. Her duties as a biologist include study design, field studies and special-status species surveys, and report writing and editing.	
List the key personnel's job-related training and education. B.S. Biology, E: Ecology; Berry College; Rome, Georgia M.S. Biology, E: Herpetology; University of Central Florida, Orlando Trained Airport Wildlife Biologist Project Management Bootcamp; PSMJ Resources, Inc.; 2005 Biological Assessment Workshop; U.S. Fish and Wildlife Service; 2004 Cactus Ferruginous Pygmy-Owl Training; 2000 and 2003 Chiricahua Leopard Frog Survey Training; U.S. Fish and Wildlife Service; 2014 and 2018 Introductory Fire Training (S190) for Prescribed Burning and Wildfires; 1994 Invasive Plant Inventory and Survey Methods for Land Managers Web Seminar Series; 2009 Southwestern Noxious/Invasive Weed Short Course; 2007 Southwestern Willow Flycatcher Survey Training; 2001	

OFFEROR NAME: **SWCA Environmental Consultants**

RUSSELL WALDRON
Employee Name

Current Information

Position Currently Held in Firm: Senior Natural Resources Team Lead	
Years With Firm: 29	**Years in Current Position:** 10
Role Under this Contract: CWA Section 404 Lead	
Years' Experience in Role Under This Contract: 29	**Hours per Week of Employee's Time Dedicated to This Contract:** 12

Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract.
No; 30% of Mr. Waldron's time will be dedicated to this on call, as needed.

Identify the primary function(s) of the key personnel in performing the services required by this solicitation.
Mr. Waldron will serve as the CWA Section 404 Lead, providing subject matter expertise and team oversight for CWA Section 404 tasks. He may also serve as a PM for SWCA as needed. He will be responsible for remaining up to date on CWA regulatory guidance and applicable laws, regulations, and permit requirements; overseeing research content; and ensuring reports meet or exceed professional standards.

Describe the key personnel's experience in performing the services required by this contract.
Mr. Waldron is a scientist and senior natural resources team lead in SWCA's Tucson, Arizona, office. He has more than 29 years of experience in biological resources consulting, with an emphasis on federal, state, and local environmental regulations compliance. He has completed and overseen numerous native plant inventories and jurisdictional delineations of WOTUS on State Land parcels for ASLD review. Mr. Waldron has developed an understanding of the requirements of the ASLD for utility right-of-way leases, solar lease sales, and other land sales during his long tenure at SWCA. He has extensive experience with the Arizona Department of Agriculture, the BLM, and other federal agency environmental regulations and policies, as well as CWA and Endangered Species Act compliance.

List the key personnel's job-related training and education.
B.S. Business Administration; University of Arizona, Tucson; 1986
B.S. Renewable Natural Resources; University of Arizona, Tucson; 1994
FERC Environmental Compliance and Regulatory Overview and Guidance Seminar; Federal Energy Regulatory Commission; 2008
Mine Safety and Health Administration Certification; Arizona State Mining Inspector and McCarren Enterprises; 2007–2014
USACE Wetland Delineation and Management Program; Richard Chinn Environmental Training, Inc.; 2006
Project Management Bootcamp; PSMJ Resources, Inc.; 2002

OFFEROR NAME: **SWCA Environmental Consultants**

MICHAEL STANDART

Employee Name

Current Information

Position Currently Held in Firm: Geospatial Sciences Team Lead	
Years With Firm: 5	**Years in Current Position:** >1
Role Under this Contract: GIS Lead	
Years' Experience in Role Under This Contract: 11	**Hours per Week of Employee's Time Dedicated to This Contract:** 6
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. No; 15% of Mr. Standart's time will be dedicated to this on call, as needed.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Mr. Standart will serve as the GIS Lead, providing support for project-specific data analysis and mapping needs.	
Describe the key personnel's experience in performing the services required by this contract. Mr. Standart is a GIS application specialist who provides advanced GIS support for SWCA offices across the nation. His GIS expertise includes automation with python programming, advanced cartographic design, model builder, and online GIS solutions. With a strong background in automation and cartography. Mr. Standart provides support by facilitating more efficient workflows with automation, effective cartographic products, and better ways to access data online. He has created mapping products and spatial analysis for a variety of projects, including mines, transmission lines, community developments, solar/wind farms, and private developments.	
List the key personnel's job-related training and education. B.A. Geography; Arizona State University Geographic Information Science Certificate; Arizona State University ESRI Desktop 9.0; City of Mesa Planning Department; 2012	

Key Personnel Resumes

(Insert resumes here)

VICTORIA CASTEEL, B.S., CONTRACT MANAGER / PROJECT MANAGER

Victoria Casteel serves as a project manager, environmental planner, and Clean Water Act (CWA) specialist in SWCA Environmental Consultants' (SWCA's) West region. She has over 17 years of experience in environmental and water resources, with a specialty in CWA compliance. Victoria provides guidance, agency coordination, and technical expertise to ensure environmental compliance for her clients for a wide range of project sites throughout the state of Arizona. She is proactive and responsive to her clients' needs while preparing a variety of documents, such as CWA Section 404 jurisdictional delineations, Nationwide Permit (NWP) and Individual Permit applications, Section 401 Water Quality Certification applications, Section 402 Stormwater Pollution Prevention Plans (SWPPPs), National Environmental Policy Act (NEPA) documentation, and decision files/administrative records.

YEARS OF EXPERIENCE

17

EXPERTISE

Environmental project management

Water resources/CWA compliance

Environmental planning/permitting

NEPA compliance

EDUCATION

B.S., Environmental Water and Resource Economics; University of Arizona College of Agriculture & Life Science; 2005

Graduate coursework, Donald Bren School of Environmental Science and Management; University of California, Santa Barbara; 2005

REGISTRATIONS / CERTIFICATIONS

Qualified Preparer of SWPPPs/ Qualified Compliance Inspector of Stormwater; 2022

Certified Wetland Delineator; USACE; 2009

TRAINING

Project Management Bootcamp

Basic First Aid and Heartsaver AED Training, American Red Cross; 2022

Annual Safety Core and Field Safety Trainings, SWCA; 2023

SELECTED PROJECT EXPERIENCE

Shadow Canyon; Forestar (USA) Real Estate Group Inc.; Buckeye, Maricopa County, Arizona. This residential development project involved private and Arizona State Trust lands. SWCA completed a biological evaluation, native plant inventory, cultural resources survey and report, CWA Section 404 jurisdictional delineation (JD) request, and NWP preconstruction notification. *Role: Project manager and water resources specialist. Served as the project manager, managed field staff, and prepared the waters of the U.S. (WOTUS) memorandum, JD request, and NWP preconstruction notification in compliance with U.S. Army Corps of Engineers (USACE) guidance. Coordinated with the Arizona State Land Department regarding their review of the JD and issuance of the agent authorization letter and coordinated with the USACE to obtain the preliminary JD and NWP verification for the anticipated project impacts.*

Central Arizona Project (CAP) Trail Environmental Assessment; Pinal County Open Space and Trails Department; Pinal County, Arizona. SWCA supported Pinal County with their proposed development of 39.2 miles of non-motorized trail as a segment of the CAP Trail. The project includes construction and operation of a non-motorized, multi-use recreational trail and trailheads within Pinal County. The project is located on federal, Arizona State Trust, and county-owned lands adjacent to the CAP. SWCA supported the NEPA process and completed biological, water, and cultural resource surveys and reporting for the federal and state lands. *Role: Water resources specialist. Prepared the WOTUS memorandum in compliance with USACE guidance.*

Confidential Solar Energy Facility; Confidential Client; Coconino County, Arizona. CONFIDENTIAL. *Role: Water resources specialist. Conducted a field survey for potential WOTUS on more than 9,000 acres and prepared an aquatic resources memorandum. The survey area was in an undeveloped area northwest of Flagstaff and included numerous ephemeral swales, but no potentially jurisdictional WOTUS were identified.*

Water Infrastructure Finance Authority of Arizona (WIFA) Town of Queen Creek Environmental Information Document (EID); WIFA; Queen Creek, Maricopa County, Arizona. SWCA provided the Town of Queen Creek with an EID and completed associated environmental studies in support of its application for federal and state funding sources. *Role: Water resources specialist. Completed the water resources review and summary for the EID, including a review of available data on surface and groundwater quantity and quality.*

STEVE O'BRIEN, B.A., PHASE I ENVIRONMENTAL SITE ASSESSMENT LEAD

Steve O'Brien is an environmental professional in SWCA Environmental Consultants' (SWCA's) Phoenix, Arizona, office. He has 27 years of experience in environmental consulting and technical writing, including 23 years of extensive experience performing Phase I environmental site assessments (ESAs) and is an integral part of SWCA's National Environmental Policy Act (NEPA) team. He has conducted numerous ESAs in a variety of locations, from uninhabited deserts and mountains to dense metropolitan settings in 42 states and Guam, from tiny single parcels to 900-square-mile assemblages, including many dozens of large wind and solar sites in 32 states. His projects also include oil and gas fields, reclaimed coal mines and landfills, Superfund sites, and Department of Defense sites. Steve's specialties include using ASTM International Standard 2247-16 for large-scale projects, performing Federal Aviation Administration (FAA)–Standard ESAs for airport projects, and applying the principles of ESAs to environmental baseline surveys (EBSs) for Department of Defense sites and classification of environmental condition of property area types. He mentors Phase I ESA field and reporting staff and has taught classroom and field sessions. Steve is experienced in soil mapping, wetland delineations, habitat assessments, permitting, protected species, and stream morphology assessments. He also has extensive plant, soil, and hydrology fieldwork experience in locations from coastal marshes to deserts to sites high in the Rocky Mountains.

YEARS OF EXPERIENCE

27

EXPERTISE

Large-scale Phase I ESAs (2247-16)

Commercial Phase I ESAs (1527-21)

Hazardous Waste Operations and Emergency Response (HAZWOPER)

Wetland delineation and hydric soils

Clean Water Act Section 404/401 permitting

EDUCATION

B.A., Biology and Chemistry; Gettysburg College, Gettysburg, Pennsylvania; 1994

REGISTRATIONS / CERTIFICATIONS

Environmental Professional, per 40 Code of Federal Regulations 312.10(b); Environmental Protection Agency

SELECTED PROJECT EXPERIENCE

150 Acres of Arizona State Land Department (ASLD) Land Along Lake Havasu; Desert Land Group; Mohave County, Arizona. SWCA completed a Phase I ESA in support of ASLD Application No. 53-123046150 for acres of land along the eastern shore of Lake Havasu (Colorado River), southwest of Lake Havasu City. *Role: Environmental Professional and Phase I ESA project manager. Oversaw field crew and coordination, conducted research, authored reports, conducted senior technical review, and signed the report as the Environmental Professional.*

Buckeye Municipal Airport; Coffman Associates, Inc.; Buckeye, Maricopa County, Arizona. SWCA conducted biological and cultural resources studies, a jurisdictional waters delineation, and a Phase I ESA. The project was completed as required by the FAA and NEPA regulations. *Role: Environmental Professional and Phase I ESA project manager. Oversaw field crew and coordination, conducted research, authored reports, conducted senior technical review, and signed the report as the Environmental Professional.*

Hughes Access Road Relocation Environmental Assessment (EA) and Phase I ESA Update; Pima County Department of Transportation; Pima County, Arizona. SWCA recently completed the environmental clearance for a critically important road relocation project in Pima County on an expedited schedule. Multiple agencies were involved, including the Pima County Department of Environmental Quality, Tucson Airport Authority, and FAA. Project scope included compliance with Section 7 of the Endangered Species Act, preparation of a biological assessment, and assisting with formal consultation with the U.S. Fish and Wildlife Service; a preliminary jurisdictional determination of waters of the U.S.; a Phase I ESA; a cultural resources evaluation and survey; and an EA that met FAA guidelines. *Role: Environmental Professional. Managed Phase I ESA, including field crew training and oversight, research, reporting, and signing the report as the Environmental Professional.*

Bullhead City (BHC) Airport Site; Legacy Commercial Real Estate, LLC; Bullhead City, Mohave County, Arizona. SWCA was retained to conduct a Phase I ESA for approximately 98 acres of ASLD land adjoining the west of BHC Airport. SWCA found the property previously held an airstrip and also evaluated historical fuel storage and leaking tanks at the upgradient BHC in relation to the subject property. *Role: Environmental Professional and Phase I ESA project manager. Oversaw field crew and coordination, conducted research, authored reports, conducted senior technical review, and signed the report as the Environmental Professional.*

ELEANOR GLADDING, M.S., BIOLOGY LEAD

Eleanor Gladding is a senior biologist and project manager in SWCA Environmental Consultants' (SWCA's) Tucson, Arizona, office. As a herpetologist and ecologist, her areas of expertise include endangered species habitat studies, revegetation planning, species-specific surveys, noxious weed issues, and wildlife-habitat relationships. She is adept at identifying plants and animals, their habitat, and signs of presence. She is also skilled at writing technical and non-technical reports and conducting the extensive literature research that accompanies writing at the professional level. Her duties as a biologist include study design, field studies and special-status species surveys, and report writing and editing. Eleanor will provide subject matter expert review of the reports prepared for biological services. She has extensive experience in southern Arizona biota with an emphasis on the Sonoran desert tortoise, Tucson shovel-nosed snake, wildlife connectivity, and noxious weeds.

YEARS OF EXPERIENCE

32

EXPERTISE

Endangered Species Act – field surveys, habitat evaluations, consultations, and biological evaluations/assessments

CWA – habitat mitigation planning and monitoring

Vegetation studies, habitat assessments, and wildlife linkages assessments

EDUCATION

M.S., Biology, e: Herpetology; University of Central Florida, Orlando; 1998

B.S., Biology, e: Ecology; Berry College; Rome, Georgia; 1994

SELECTED PROJECT EXPERIENCE

Pinal County On-Call Archaeological and Environmental Services; Pinal County, Arizona; Pinal County. SWCA has completed jurisdictional waters delineations and Section 404 Nationwide Permits for more than 40 proposed roadway improvement projects. In response to a special request, SWCA also presented a CWA workshop to Pinal County Engineering Department to enable an understanding of project constraints and enable better planning during the project formulation phase. Other services SWCA conducts include archaeological and biological surveys, construction monitoring, Phase I environmental site assessments, and feasibility studies. *Role: Senior Biologist. Conducted biological compliance tasks.*

Glen Canyon National Recreation Area Integrated Pest Management Plan / Environmental Assessment; National Park Service; Coconino County, Arizona. In July 2006, the National Park Service's (NPS's) Glen Canyon National Recreation Area (NRA) contracted with SWCA to develop an Integrated Pest Management Plan (IPMP) for the Glen Canyon NRA and Rainbow Bridge National Monument in northern Arizona and southern Utah. The IPMP focused on the identification and treatment options for a wide variety of terrestrial and aquatic pest species, as well as exotic (invasive) plants and animals throughout the NRA. The IPMP was developed to provide a practical management guide and decision-making tool for all NPS employees, concessionaires, contractors, permittees, licensees, and visitors. An environmental assessment (EA) under the National Environmental Policy Act (NEPA) was developed concurrently with the IPMP, which evaluated two alternatives: a No-Action Alternative and a Proposed Action Alternative to implement an IPMP. *Role: Biologist. Prepared the IPMP and biological-related portions of the EA.*

Hughes Road Realignment Environmental Services; Pima County Department of Transportation; Pima County, Arizona. SWCA recently completed the environmental clearance for a critically important road relocation project in Pima County on an expedited schedule. Multiple agencies were involved, including the Pima County Department of Environmental Quality, Tucson Airport Authority, and Federal Aviation Administration (FAA). Project scope included compliance with Section 7 of the Endangered Species Act, preparation of a biological assessment, and assisting with formal consultation with the U.S. Fish and Wildlife Service; a preliminary jurisdictional determination of waters of the U.S.; a Phase I environmental site assessment; a cultural resources evaluation and survey; and an EA that met FAA guidelines. A Finding of No Significant Impact was signed within 1 year of the FAA determining that an EA would be required for the project. *Role: Senior scientist. Provided senior technical review of the biological reporting.*

PCDOT Mt. Lemmon Highway Culvert Lining; Stantec, Inc.; Tucson, Pima County, Arizona. SWCA prepared an Arizona Department of Transportation (ADOT) Categorical Exclusion, biological evaluation (BE), and geotechnical clearance for biology for a retention wall repair at milepost 18 on the Mt. Lemmon Highway. For the culverts, SWCA prepared an Urban Project BE form for this ADOT local government project (federal highway funds administered by ADOT). Also, SWCA prepared a BE, including Mexican spotted owl and northern goshawk surveys, and a categorical exclusion for a 3.3-acre maintenance yard rebuild project on U.S. Forest Service lands. *Role: Senior biologist. Provided senior technical review of the biological reporting.*

RUSSELL C. WALDRON, B.S., CLEAN WATER ACT 404 LEAD

Russell Waldron is a scientist and senior natural resources team lead in SWCA Environmental Consultants' (SWCA's) Tucson, Arizona, office with more than 29 years of experience in biological resources consulting, with an emphasis on environmental regulations compliance for federal, state, and local laws throughout Arizona. He has completed and overseen numerous native plant inventories and jurisdictional delineations of waters of the US (WOTUS) on state land parcels for Arizona State Land Department (ASLD) review. Russell has developed an understanding of the requirements of the ASLD for utility right-of-way leases, solar lease sales, and other land sales through his long tenure as SWCA. He has extensive experience with the Arizona Department of Agriculture's (ADA's), the Bureau of Land Management's (BLM's), and other federal agencies' environmental regulations and policies, as well as Clean Water Act (CWA) and Endangered Species Act (ESA) compliance. His responsibilities have included preparing environmental reports for federal and state agencies on behalf of land-based solar and a variety of other land development projects, including conducting jurisdictional waters and wetlands delineations for determining potential WOTUS status, reporting for U.S. Army Corps of Engineers (USACE) CWA Section 404 permit applications, conducting biological field studies of special interest species, preparing biological evaluations and biological assessments for ESA compliance, preparing native plant ordinance compliance studies, and preparing environmental assessments and biological sections of environmental impact statements for National Environmental Policy Act (NEPA) compliance.

YEARS OF EXPERIENCE

29+

EXPERTISE

CWA Section 404 compliance and jurisdictional waters and wetlands delineations

Federal Energy Regulatory Commission (FERC), BLM NEPA, and ESA compliance

Threatened and endangered species surveys

Native plant inventory, appraisals, and plans

EDUCATION

B.S., Renewable Natural Resources; University of Arizona, Tucson; 1994

B.S., Business Administration; University of Arizona, Tucson; 1986

REGISTRATIONS / CERTIFICATIONS

Certified Arborist; 1999–present

TRAINING

FERC Environmental Review and Compliance for Natural Gas Facilities; 2016

USACE Wetland Delineation and Management Program, Richard Chinn Environmental Training, Inc.; 2006

SELECTED PROJECT EXPERIENCE

Yellow Bell Solar Project Environmental Studies; RWE Solar Development, LLC; Maricopa County, Arizona. SWCA's completed environmental services in support of a solar lease on behalf of RWE Solar Development, LLC, for ASLD requirements for a project area near Gila Bend, Arizona. Tasks included completion of native plant inventories for use in plant valuation on Arizona State Trust lands, completing cultural resources surveys and report preparation, completing a Notice of Intent to Clear Lands for the ADA, and completing a CWA Section 404 approved jurisdictional determination for washes on Arizona State Trust lands. *Role: Senior CWA specialist. Completed the preliminary jurisdictional waters and wetlands report and oversaw native plant inventory and reporting.*

Babbitt Ranch Energy Center Environmental Studies; Confidential Client; Coconino County, Arizona. SWCA's completed environmental services in support of a solar project partially located on ASLD–administered lands. Tasks included completion of native plant inventories for use in plant valuation on Arizona State Trust lands, completing cultural resources surveys and report preparation, completing a Notice of Intent to Clear Lands for the ADA, and completing a CWA Section 404 approved jurisdictional determination for washes on Arizona State Trust lands. *Role: Senior CWA specialist. Completed the preliminary jurisdictional waters and wetlands report and oversaw native plant inventory and reporting.*

Sierrita Pipeline; Sierrita Pipeline, LLC; Pima County, Arizona. SWCA provided environmental services for a 61-mile-long natural gas pipeline right-of-way (ROW) application to ASLD in southern Arizona. Tasks included completion of native plant inventories for use in plant valuation on Arizona State Trust lands, completing cultural resources surveys within the ROW, completing a Notice of Intent to Clear Lands for the ADA, and completing a CWA Section 404 preliminary jurisdictional determination and permitting for over 200 wash crossings on Arizona State Trust lands. *Role: Senior CWA specialist and environmental project manager. Coordinated survey crews, communicated with client and agency personnel, and authored and reviewed reports prepared for the project.*

MICHAEL STANDART, B.A., GIS LEAD

Michael Standart is a geographic information system (GIS) application specialist providing advanced GIS support nationwide throughout SWCA Environmental Consultants (SWCA). His GIS expertise includes automation with Python programming, advanced cartographic design, model builder, and online GIS solutions. With a strong background in automation and cartography, Michael provides support by facilitating more efficient workflows with automation, effective cartographic products, and better ways to access data online. He has created mapping products and spatial analysis for a variety of projects, including mines, transmission lines, community developments, solar/wind farms, and private developments.

Michael leverages his knowledge of GIS to meet the demanding needs of the resource specialists throughout SWCA. He has developed tools, automated processes, and online resources that increase efficiencies and include the latest technology GIS has to offer. His work has included managing the GIS of large-scale projects such as the Resolution Copper Mine draft environmental impact statement, L035 transmission line, and large-scale commercial solar farms.

YEARS OF EXPERIENCE

11

EXPERTISE

GIS

Esri GIS mapping software and programming (ArcGIS, ArcInfo, etc.)

GIS modeling/spatial analysis

EDUCATION

B.A., Geography; Arizona State University, Tempe; 2012

Certification, Geographic Information Science; Arizona State University, Tempe; 2012

TRAINING

Esri Desktop 9.0, City of Mesa, Arizona, Planning Department; 2012

SELECTED PROJECT EXPERIENCE

CWA L030 Cultural Resources Survey; Southern California Edison Company; Inyo and San Bernardino Counties, California. SWCA conducted the cultural resources work for this 360-mile-long transmission line project that traverses the Owens Valley and Mojave Desert, through three counties, four Bureau of Land Management (BLM) Field Office–managed lands, and multiple military installations. SWCA and its subconsultants prepared technical studies in support of the proponent's environmental assessment (EA), which included the archaeological, historic architectural, and paleontological resources assessment for the project. SWCA conducted agency coordination, authored a work plan and an ethnographic literature search document, conducted a Class III intensive pedestrian inventory, and is currently preparing the inventory report. Over 1,000 archaeological resources and 450 built environment resources were updated or newly recorded during the inventory. *Role: GIS specialist.*

Pinal Airpark RPZ and Improvements Categorical Exclusion; Dibble; Pinal County, Arizona. SWCA conducted a biological resources study, jurisdictional delineation, and cultural resources investigations to support the National Environmental Policy Act (NEPA) process for two proposed projects (runway improvements and an engine testing facility) at Pinal Airpark. In addition, the cultural resources investigations included a historic property inventory and an archaeological survey for the entire Pinal Airpark property. *Role: GIS specialist.*

Vistancia Lone Mountain Water Line; Vistancia South, LLC; Peoria, Maricopa County, Arizona. SWCA prepared an EA, plan of development, and supporting Section 106 consultation and data recovery, biological evaluation, and Section 404 permitting for a 3-mile-long buried waterline through public lands managed by BLM, Arizona State Land Department, and private lands for the City of Peoria. The project brought much-needed drinking water supplies to Peoria's underserved and growing residential development areas. *Role: GIS specialist.*

APS Komatke to Willis 69-kV Preconstruction Environmental Services; Arizona Public Service Company; Maricopa County, Arizona. SWCA provided preconstruction services for the new transmission line construction. *Role: GIS specialist. Produced map figures and any calculations requested.*

Attachment 3-C: Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

…

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq*., all offerors must select one of the following:

☒ The Company submitting this Offer **<u>does not</u>** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq*. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ The Company submitting this Offer **<u>does</u>** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq*.

☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

☐ Solicitation or Contract has an estimated value of less than $100,000;
☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

SWCA Environmental Consultants	Jana Sterling
Company Name	Signature of Person Authorized to Sign
20 East Thomas Road, Suite 1700	Jana Sterling
Address	Printed Name
Phoenix Arizona 85012	Vice President, Southwest
City State Zip	Title

Attachment 3-D: Forced Labor of Ethnic Uyghurs Ban

Please note that if <u>any</u> of the following apply to the Contractor, then the Offeror <u>shall</u> select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq*., all offerors must select one of the following:

☒ The Company submitting this Offer **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- 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.

☐ The Company submitting this Offer **<u>does</u>** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor**

Indicate which of the following statements applies to the Contractor (may be more than one):

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☐ Contractor is a non-profit organization.

SWCA Environmental Consultants Company Name	Jana Sterling Signature of person authorized to sign
20 East Thomas Road, Suite 1700 Address	Jana Sterling, Vice President, Southwest Printed name and title
Phoenix, Arizona 85012 City, State, ZIP	jsterling@swca.com (928) 774-5500 Contact email address Contact phone number

Attachment 5-A: Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

☒	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☐	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

SWCA Environmental Consultants	Jana Sterling
Offeror Company Name	Signature of Authorized Person
20 East Thomas Road, Suite 1700	Jana Sterling
Address	Printed Name
Phoenix, Arizona 85012	Vice President, Southwest
City State Zip	Title

Copy of A.A.C. R2-7-103 [Confidential Information]
as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or

2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

Attachment 5-B: Conformance Statements

If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☒ YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.

☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☒ YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☒ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.

Attachment 5-B1: Conformance Statements Supplement 1

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Special Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Uniform Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

SWCA Environmental Consultants

Company Name

Signature of Person Authorized to Sign

Attachment 5-B2: Conformance Statements Supplement 2

Exceptions to Scope of Work

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Scope of Work		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Pricing Document		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

SWCA Environmental Consultants

Company Name

Signature of Person Authorized to Sign

Attachment 5-B3: Conformance Statements Supplement 3

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Special Terms & Conditions		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Uniform Terms & Conditions		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

SWCA Environmental Consultants

Company Name

Signature of Person Authorized to Sign

Solicitation Amendment I

Solicitation No.: **BPM005468**

Description:

ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES

Amendment No.: 1

Page 1 of 1

State of Arizona
Department of Administration
General Services Division
1400 W Washington St., Ste. B200
Phoenix, AZ 85007

Pursuant to the 2.0 INQUIRIES Section 2.6 Solicitation Amendments, the above referenced solicitation shall be amended as follows:

RESPONSE FORMS

REPLACED WITH: BPM005468 Amended Land Surveying & Environmental Response Forms

REQUEST FOR STATEMENTS OF QUALIFICATIONS

REPLACED WITH: BPM005468 Amended On-Call ALTA Land Surveying & Environmental Services RSOQ

STATEMENT OF WORK:

1.0 INTRODUCTION

ADD: Qualified firms may submit one or more SOQs as desired by discipline or may choose to submit a combined SOQ. Please make clear the intended discipline. Not more than 10 contracts may be awarded per discipline.

5.0 EVALUATION 5.2-B

Replaced with: Each Submitter may submit one (1) SOQ for each discipline in response to this solicitation. Material submitted should not exceed thirty (30) pages in length, instruction pages not included.

DISCUSSION FORUM QUESTION:

Q. Can we submit on a portion of the scope of work?

A: Yes, you can submit on one or more disciplines.

_____
Acknowledgement of Amendment I

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENT SHALL BE DONE ELECTRONICALLY PRIOR TO OFFER DUE DATE AND TIME. All other all terms, conditions, specifications and amendments to the Solicitation remain unchanged.

	Request for Qualifications **Design Professional Services** Solicitation No. **BPM005468** Description: **ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES**	Arizona Department of Administration **General Services Division** 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

NOTICE OF REQUEST FOR QUALIFICATIONS

Pursuant to A.R.S. § 41-2579, the Arizona Department of Administration, General Services Division (the State), in cooperation with the **ARIZONA STATE LAND DEPARTMENT (ASLD)**, is seeking to establish multiple Professional Service Contracts for On-Call ALTA Land Surveying and Environmental Site Assessment services which may include Phase I & II Environmental Site Assessments, Clean Water Act (CWA) Section 404 Permitting, Preliminary Jurisdictional Determination (PJD), Approved Jurisdictional Determination (AJD), Waters of the U.S. (WOTUS) Evaluation, Biological Evaluation.

The State proposes to retain not more than ten (10) highly qualified, capable firms to act as Consulting firms for each discipline during the planning of projects for a firm fixed price. The firm(s) who participate(s) in this Request For Qualifications (RFQual) process are referred to as "Offerors" or "Engineers" or "Consultants" throughout the solicitation documents.

The focus of the work will be assisting ASLD with Surveying and Environmental service needs for managing State Trust lands.

The State reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any respondent on any terms or conditions. The designs resulting from this solicitation may be used in future projects of similar scope.

DUE DATE AND TIME: Offers will be received until 2:00 PM, MST (Arizona time), Tuesday, June 27, 2023.

PRE-SUBMITTAL MEETING: Will NOT be held.

The State makes no guarantee as to actual spend under any resultant contract.

In accordance with A.R.S. § 41-2578, request for qualifications for the Design Professional services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, APP (www.appstate.az.gov) at the date and time posted in APP. Qualifications received by the correct time and date will be opened and the name of each offeror will be publicly available. **Qualifications must be in the actual possession of the State on or prior to the time and date indicated in the Notice.**

LATE QUALIFICATIONS WILL NOT BE CONSIDERED

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

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ADDITIONAL ATTACHMENT: **TABLE A** OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

INSTRUCTIONS TO OFFERORS

1.0 DEFINITION OF TERMS:

As used in these Instructions, the terms listed below are defined as follows:

1.1 Accepted Standard

"Accepted Standard" means a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

1.2 ARAR

"ARAR" shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

1.3 A.R.S. TITLE 49, THE ENVIRONMENT & A.R.S. TITLE 45, WATERS

Applicable Arizona Administrative Code (AAC) rules, and the U.S. Environmental Protection Agency, Terms of Environment, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statues and appropriate rules shall provide for a first interpretation of all definitions and terms.

1.4 Attachment

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

1.5 Best and Final Offer

"Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.

1.6 Best Management Practices

"Best Management Practices" means a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost-effective protection of public health and/or the environment.

1.7 Engineering Evaluation and Cost Analysis (EE/CA)

"Engineering Evaluation and Cost Analysis (EE/CA)" means the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order.

1.8 Environmental Impact Areas

"Environmental Impact Areas" means an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

1.9 Environmental Site Assessment (ESA)

"ESA" means overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

1.10 E-Procurement

"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Request for Qualifications, Request for Proposals, and Request for Quotations.

1.11 Feasibility Study

"Feasibility Study" means Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS.

1.12 Offer

"Offer" means a response to a Solicitation.

1.13 Offeror

"Offeror" means a person who responds to a Solicitation.

1.14 Remedial Action (RA)

"Remedial Action" means the actual construction or implementation phase of a site cleanup that follows remedial design.

1.15 Remedial Design (RD)

"Remedial Design" means a phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for site cleanup.

1.16 Remedial Investigation

"Remedial Investigation" means an in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses

of alternatives. The remedial investigation is usually done with the feasibility study and referred to as "RI/FS".

1.17 Remediation

"Remediation" means cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site.

1.18 Solicitation

"Solicitation" means a Request for Proposals ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Qualifications ("RFQual"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

1.19 Solicitation Amendment

"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.

2.0 INQUIRIES

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

2.3 Submission of Inquiries

All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal or Electronic Mail Responses

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Submittal Conference

If a pre-submittal conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

2.8 Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

All questions related to the content of this Request for Qualifications shall be submitted via the Q & A function within the solicitation in APP. Inquiries received less than 72 hours prior to the bid opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through APP shall constitute a change to the solicitation requirements. Technical inquiries about submitting your offer in APP should be submitted to the APP Help Desk by phone at (602) 542-7600, option 1, or by email at app@azdoa.gov

3.0 OFFER PREPARATION

3.1 Electronic Documents

The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

3.2 Evidence of Intent to be bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms

of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

3.3 Exceptions to RFQual Documents

3.3-A *Exceptions to the Terms and Conditions.*

All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

3.3-B *Exceptions To Other Solicitation Documents*

An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

3.3-C *Exceptions Affect Evaluation*

All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

3.4 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.5 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.6 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.7 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.

3.8 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this

number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.9 Identification of Taxes in Offer

The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

3.10 Disclosure

If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.11 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.12 Federal Immigration and Nationality Act

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

4.0 SUBMISSION OF OFFER

4.1 APP

Offers in response to this solicitation shall be submitted within the State's eProcurement system, APP (https://appstate.az.gov). Please be advised that utilizing APP requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in APP is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection

of staff given the responsibility for submitting your offer in APP. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside APP, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

4.2 Offer Submission, Due Date and Time

Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

4.3 Offer and Acceptance

Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

4.4 Solicitation Amendments

A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

4.5 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.6 Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

4.7 Public Record

All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

4.8 Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

(1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

(2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state, and local laws and executive orders regarding employment.

4.9 Content of Statement of Qualifications

4.9-A *Required Documents*

The submitted statement of qualifications shall include the following documents. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.

(1) Attachment 1 – Signed Offer and Acceptance Form
(2) Attachment 2-A – Offeror Information Questionnaire
(3) Attachment 2-B – Experience and Organizational Profile
(4) Attachment 3-A – Method Proposal
(5) Attachment 3-B – Key Personnel and Resumes
(6) Attachment 3-C – Boycott of Israel Disclosure
(7) Attachment 3-D – Forced Labor of Ethnic Uyghurs Ban
(8) Attachment 5-A –Confidential Information Designation
(9) Attachment 5-B – Conformance Statements and Supplements

4.9-B *Pre-Printed Documents*

Any pre-printed documents required by this solicitation are located within this document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions. Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted

offer in APP. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

4.9-C *Submission of Pricing*

Offeror shall not submit fees or hourly rate schedules with their statement of qualifications.

5.0 EVALUATION

5.1 Opening

Supplemental to Instructions to Offerors paragraph 4.7, offers received by the due date and time will be opened online and the name of each Offeror will be publicly available. Offers will not be subject to public inspection until after contract award.

5.2 Evaluation

Selection Criteria and Content for Statements of Qualifications. The Selection Committee will evaluate the SOQs submitted in response to this RFQual. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria as listed below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following:

5.2-A The Proposal should display clearly and accurately the capacity, knowledge, experience and ability of the Submitter to meet the requirements of this RFQual.

5.2-B Each Submitter may submit one (1) SOQ for each discipline in response to this solicitation. Material submitted should not exceed thirty (30) pages in length, instruction pages not included.

5.2-C In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below.

5.2-D In addition to the evaluation criteria, exceptions to the terms and conditions, as stated in the Instructions to Offerors 2.3.3, may impact an Offeror's susceptibility for award.

5.2-E The selection criteria are listed below in their relative order of importance with item 1.4.1.5.2 representing the most important item.

5.2-A-(01) Experience, Capacity and Qualifications. Attachments 2A & 2B (Max 400 points)

(01) (a) Design team should be registered and/or licensed professionals with experience in similar type projects. The Design Team's demonstration of relevant and substantial experience with Similar Projects or projects of a comparable type and scope. Evaluation of prospective Design Teams will include demonstrated success in (i) completing such projects consistent with program, budget, schedule and technical requirements, and (ii) completing designs that exceed energy efficiency standards, utilize sustainable building techniques, and demonstrate creativity or innovation.

Successful Completion of projects of a similar Statement of Work as contained in this RFQual in the last five years is highly desirable.

(01) (b) Team Experience. Demonstrated common project experience by proposed team. The Design Team's demonstration of the qualifications of firm principals and staff members and their availability for timely completion of the scope of services. Evaluation of prospective Design Teams will include a demonstrated ability to complete the scope of services effectively and within the requisite time period.

5.2-A-(02) **Method of Approach**. Attachment 3A (**Max 350 points)**

(01) (c) Include a statement of your approach to this specific project, including design philosophy, understanding of program, alternative concepts and methods for consideration. The Design Team's proposed scope, schedule, and overall approach regarding the design and construction advisory services. Evaluation of prospective Design Teams will include how well the overall proposal responds to the specific needs of the project.

5.2-A-(03) **Key Personnel Proposal**. Attachment 3B **(Max 200 points)**

5.2-A-(04) **Conformance to Solicitation and Attachment Instructions (Max 50 points)**

5.3 Selection Process

5.3-A *Selection Committee*

A Selection Committee will evaluate and score each Statement of Qualifications (SOQ).

5.3-A-(01) The Selection Committee will create a Final List, containing not more than ten (10) Submitters. The List will show those Submitters in order of preference based on the combined results (maximum 1000 points) and the evaluation of SOQ's (maximum 1000 points) prior to any recommendation to award is made, only the names of the firms on the List will be available to the public – rankings will not be available at that time.

5.3-A-(02) The Procurement Officer will issue a formal (Invitation to Negotiate) to the highest-ranking Submitters on the Final List. Upon successful negotiations agreeable to the State and the Submitter, a contract may be executed. Not more than ten (10) contracts may be awarded. If a reasonable fee and contract conditions cannot be achieved with a qualified Submitter, negotiations will cease.

5.4 Cost is Not a Consideration

Fees, price, man-hours or any other cost information shall not be requested or considered at any point in the qualification's selection process, the selection of persons or firms to be on the final list, in determining the order of preference of persons or firms on the final list.

5.5 Clarifications

The State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

5.6 Negotiations

The Procurement Officer may proceed to negotiate an agreement for services, commemorated with an official (**Invitation to Negotiate**) sent to the highest ranked Submitter on the Final List. If the Procurement Officer is unable to negotiate a satisfactory agreement with a Submitter, for compensation and on other terms the Procurement Officer determines to be fair and reasonable, negotiations with that Submitter will be formally terminated. Once negotiations have been terminated with a Submitter, they may not be re-opened with that Submitter for this procurement.

5.7 Responsibility, Responsiveness, and Susceptibility

The State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the statement of qualification's responsiveness and susceptibility for contract award.

5.7-A Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

5.7-B Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

5.7-C Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have 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;

5.7-D Whether the Offeror promptly supplied all requested information concerning its responsibility;

5.7-E Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;

5.7-F Whether the Offer limits the rights of the State;

5.7-G Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;

5.7-H Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions;

5.7-I Whether the Offeror provides misleading or inaccurate information: and,

5.7-J Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond

and stability including subcontractors and any other data specifically requested in the Solicitation.

5.8 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. If requested, current financial statements or other financial information deemed appropriate, must be provided within five (5) business days of request. The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.

5.9 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.10 Disqualifications

An Offeror (including each of its principals) who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

6.0 AWARD

6.1 Best Advantage to State

The state intends to enter into negotiations with the highest qualified persons or firms on the final list.

6.2 Contract Document Consolidation

At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

6.3 Notice to Proceed

Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

6.4 Evidence of Insurance Coverage

Prior to commencing services under any awarded Contract, successful Contractor(s) shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in the Special Terms and Conditions of this solicitation.

6.5 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.6 Effective Date

The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7.0 PROTESTS

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

(1) The name, address, email address and telephone number of the interested party;
(2) The signature of the interested party or its representative;
(3) Identification of the purchasing agency and the Solicitation or Contract number;
(4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
(5) The form of relief requested.

SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. 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.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 **Co-Op Buyer**

"Co-Op Buyer" means 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 "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 IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2 Eligible Agency

"Eligible Agency" in the use of this contract shall mean any State of Arizona agency, university, commission, or board. The State reserves the right to expand the definition of "Eligible Agency" to include Co-Op Buyer as defined in the Special Terms and Conditions paragraph 1.2 at time of a Contract Extension.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 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 a term not to exceed five (5) years unless canceled, terminated, or permissibly extended.

4.0 Costs and Payments

No modifications to uniform terms and conditions section

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

~~**6.1 Indemnification Clause**~~

~~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~~

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~~"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 sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.~~

6.2 Insurance Requirements

6.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

6.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000

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- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

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

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

6.3.2 Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

6.3.3 Workers' Compensation and Employers' Liability

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

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

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

6.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than

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A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

6.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

6.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

6.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

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8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 Design Professional Responsibilities

No modifications to uniform terms and conditions section.

12.0 Agency Responsibilities

No modifications to uniform terms and conditions section.

13.0 Data and Information Handling

No modifications to uniform terms and conditions section.

14.0 Information Technology Work

No modifications to uniform terms and conditions section.

End of Section

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1. DEFINITION OF TERMS

As used in the Contract, the terms listed below are defined as follows:

1.1 **Additional Work**	"Additional Work" means the addition of any Work, not described as Basic Work, to be provided to the Agency by the Design Professional that is contemplated by, but not specifically described in, an Exhibit to this Contract. Compensation for Additional Work must be approved through a Change Order or Contract Amendment.
1.2 **Agency**	"Agency" is used with the same meaning as "State" in definition below.
1.3 **Agency Designated Representative**	"Agency Designated Representative" means the assigned representative of the Agency to monitor the progress and Schedules of the Work for the Project.
1.4 **Allowance**	"Allowance" means construction funds established by the Agency to compensate for a portion of the Work which cannot sufficiently be specified or determined. The Contractor shall place any and all Allowances within separate line items in the Contractor's Contract Cost at time of offer submission.
1.5 **Application for Progress Payment**	"Application for Progress Payment" means Contractor and/or Contractor's monthly invoice request for payment that includes any and all portions of the Work in a Contract that have been completed and accepted by the Agency for which an invoice has not been previously submitted in accordance with the requirements of the Contract Documents. Progress Payments for Contractor Work approved and certified by the Contractor and Agency signature, shall be paid less deductions to pay the expenses the Agency reasonably expects to incur in correcting a deficiency set for in an Agency written finding in accordance with A.R.S. §41-2577, and retained percentage in accordance with A.R.S. §41-2576.
1.6 **Application for Final Payment**	"Application for Final Payment" means Construction Contractor's final invoice for payment. The Application for Final Payment shall meet all the requirements of Applications for Payment, but shall also include any and all remaining open invoices under the Contract. After a Construction Contractor's Application for Final Payment is approved by the Agency, the Agency shall not release any additional payments to that Construction Contractor under the Contract.
1.7 **Arizona Procurement Code; A.R.S., A.A.C.**	"Arizona Procurement Code" means, collectively, Arizona Revised Statutes (abbreviated "A.R.S.") Title 41 Chapter 23, Section 2501, *et seq*., and the rules promulgated thereunder, Arizona Administrative Code (abbreviated "A.A.C.") R2-7-101, *et seq*. NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation fully. Links for obtaining copies are given below. The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations The Arizona State Legislature provides the official A.R.S. online at: http://www.azleg.gov/arstitle/ The Office of the Arizona Secretary of State provides the official A.A.C. online at: http://www.azsos.gov/rules/arizona-administrative-code
1.8 **Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.

1.9 **As-Builts**	"As-builts" shall mean the marked-up version of the As-built Drawings and Specifications Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.
1.10 **Attachment**	"Attachment" means any item that the Offeror is required to submit as part of the provision of Services required to design or engineer or construct the Project, as detailed in Exhibit A.
1.11 **Basic Work**	"Basic Work" means the services to be provided to the Agency by the Design Professional described in an Exhibit.
1.12 **Bidding Documents**	"Bidding Documents" means those documents prepared and furnished by the Design Professional for the purpose of obtaining bids from Construction Contractors to construct the Work.
1.13 **Building Work**	"Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the term "construction" (para. 4), "maintenance services" (para. 26), and "operations services" (para. 28).
1.14 **Change Order**	"Change Order" means the instrument by which the Agency authorizes Construction Contractor to perform some or all of the Work, including but not limited, Construction Change Orders, Design Change Notices, and Field Order Directives. Consistent with A.R.S. § 41-2503(3), only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract through a signed Change Order or Contract Amendment. The Agency will only compensate Construction Contractor for Work that has been approved by the Agency through a fully authorized Change Order or Contract Amendment.
1.15 **Close Out Documents**	"Close Out Documents" means those items required by Exhibit M-Contractor Project Closeout, and as may be further defined, identified, and required by the Contract Documents.
1.16 **Conditional Waiver of Lien**	1) "Conditional Waiver of Lien" has the meaning defined in A.R.S §33-1008 which, for convenience of reference only, is a: 2) Conditional Waiver and release on Progress Payment "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release"; and 3) Conditional Waiver and release on Final Payment "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a final payment and the claimant is not paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release".
1.17 **Construction**	"Construction" as defined in A.R.S. § 41-2503(4) means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real property in which the public has an interest.
1.18 **Construction Contract**	"Construction Contract" means any contract between the State and a Person that has or will engage in Construction Services for the benefit of the State.
1.19 **Construction Contractor**	"Construction Contractor" is a Person that has or had a contract with the State to engage in Construction Services for the benefit of the State.
1.20 **Construction Documents**	"Construction Documents" means any and all documents created by the Design Professionals that describe the Work in detail, including but not limited to, plans, specifications, revisions, addenda, and Change Orders, issued to build the project. Construction Documents created after the Contract is signed may be integrated into the Contract if, and only if, there is a properly executed Contract Amendment or Change Order to verify that integration.

1.21 **Contingency**	"Contingency" means an amount associated with Costs that were unforeseen by the Contractor when it submitted its offer which may be authorized by the Agency through a Change Order. Contractor may not proceed with Work on Contingencies without prior authorization from the Agency through a Field Order Directive or Change Order. The Agency will not compensate Contractor for unauthorized Contingency Work.
1.22 **Contract**	"Contract" means, collectively, the entire agreement between Agency and Design Professional and/or Construction Contractor, including all of the Contract Documents, the Acceptance, the Solicitation Documents, any and all authorized Change Orders, and any Contract Amendments. The Contract is identified as a "Purchase Order" in APP, since that is the terminology used in the software. The terms of this Contract are defined in this document alone. The use of different terminology, or the same terminology with a different meaning, in any State eProcurement system (including, but not limited to, APP) does not override any term in this Contract. The Design Professional and/or Construction Contractor should contact the relevant Procurement Officer if it has any questions regarding the meaning of terms in the State's eProcurement system.
1.23 **Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution without changing the general scope. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. The term "Change Order" in APP is synonymous with "Contract Amendment."
1.24 **Contract Cost**	"Contract Cost" means the amount for which a Design Professional and/or Construction Contractor agrees to perform the Work as set forth in its Contract with the Agency.
1.25 **Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and General Conditions and these Uniform Terms and General Conditions taken collectively.
1.26 **Contractor**	For the purpose of this Contract, "Contractor" refers to any Person who has entered into a Contract with the Agency, including, but not limited to, a Design Professional or Construction Contractor.
1.27 **Contractor Indemnitor**	"Contractor Indemnitor" means Contractor and/or any of its owners, officers, directors, agents, employees, or Subcontractor and/or Subconsultants and, if applicable, their respective spouses.
1.28 **Cost**	4) Cost" as defined by A.R.S. § 41-2571(2), means the aggregate Cost of all Materials and services, including labor performed by force account. The Agency shall only pay for expenses explicitly authorized as part of the Work under the Contract. 5) For any changes, subject to Markup, in the Work or additional charges sought by Construction Contractor under the contract, "Cost" shall only mean actual direct labor, material, and service Costs incurred by Construction Contractor at the construction site and which are necessary to complete the Work. Such Costs shall include those from subcontractors, vendors, and material suppliers. 6) Costs, for the purpose of this section, shall exclude markup for, including but not limited to, Costs incurred for general conditions, bonds, insurance, contingency, overhead or profit.
1.29 **Cost of Work**	"Cost of Work" means the sum of the Costs the Design Professional and/or Construction Contractor necessarily incurred and paid in the proper performance of the Work.
1.30 **Day**	"Day" means a calendar day unless otherwise specified in a particular context.
1.31 **Design Change Notice**	"Design Change Notice" refers to an agreement that records a change to the time for Work completion, price, and/or change in design after the initial completion of the design was reviewed and approved by the Statutory Review. The purpose of the Design Change Notice

	is to ensure: the changes are re-reviewed and approved by Statutory Review and the Procurement Officer; and the Contract Documents are revised in a manner that is consistent with the Design Requirements under the Contract.
1.32 **Design Professional**	"Design Professional" means the individual or firm with which the Agency has entered into a written Design Professional Services Contract.
1.33 **Design Professional Services**	"Design Professional Services" as defined in A.R.S. § 41-2571(4), means architect services, engineer services, land surveying services, geologist services or landscape architect services or any combination of those services performed by or under the supervision of a Design Professional or employees or Subconsultants of the Design Professional.
1.34 **Design Professional Service Contract**	"Design Professional Service Contract" shall be the executed Exhibit A
1.35 **Design Requirements**	"Design Requirements" means, at a minimum, the purchasing Agency's written description of the Work by the Design Professional including: the required features, functions, characteristics, qualities and properties; the anticipated Schedules, including start, duration and completion; and estimated budgets applicable to the specific procurement for design and Construction and, if applicable, for operation and maintenance and plans and specification for the project. "Design requirements" may also include the following, at the purchasing Agency's discretion: Drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project, which shall all be prepared by a design professional who is registered pursuant to A.R.S. § 32-121; and/or additional design information or documents.
1.36 **Drawings**	"Drawing" means the Work product of the Design Professional which graphically depicts the Work.
1.37 **Estimated Project Construction Cost**	"Estimated Project Construction Cost" shall mean Design Professional's written estimate in the form specified by the Agency of the total Construction Cost of the Project at the various stages of the design process.
1.38 **Excusable Delay**	"Excusable Delay" means a delay to the Schedules approved by the Agency and Design Professional through a Change Order that entitles the Construction Contractor to an adjustment of the Contract time for Substantial Completion, but not an adjustment of the Contract Cost.
1.39 **Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Contract Documents.
1.40 **Field Order Directive**	"Field Order Directive" refers to written directives used in advance of a Construction Change Order, as more specifically prescribed in these Uniform Terms and General Conditions.
1.41 **Final Completion**	"Final Completion" means the date upon which the Work is complete in accordance with the terms and conditions of the Contract, including punch list items. The date of Final Completion shall be set by the Agency as a certain number of days after Substantial Completion. Any additional or supplemental Work after this date due to Construction Contractor error or omission shall be completed by the Construction Contractor without additional compensation.
1.42 **Final Completion Certificate**	The "Final Completion Certificate-Exhibit L" is the certificate issued by the Design Professional and/or the Agency Designated Representative that documents, to the best of the Design Professional's and/or the Agency Designated Representative's knowledge and understanding, that Construction Contractor has completed all Work required by the Contract Documents, including, but not limited to: all of the Punch List items and pre-final Punch List items for which it is responsible; final cleanup; and Construction Contractor's

	provision of Record Documents, operations manuals, maintenance manuals, and any and all other Close Out Documents required by the Contract Documents and list on Exhibit M-Contractor Project Closeout.
1.43 **Final Payment**	"Final Payment" means the last and final monetary compensation the Agency will make to Construction Contractor for any portion of the Project including any Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved Change Orders, and release of Construction Contractor's retainage if any.
1.44 **General Conditions of Contractor**	"General Conditions of Contractor" means the Construction Contractor's resources, equipment, and items used by the Construction Contractor in the Work of the Project that is used to complete the Project. The General Conditions Fee will be based on actual itemized, documented Cost.
1.45 **Gratuity**	"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.
1.46 **Hazardous Waste; Release**	"Release" means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event. "Construction Contractor Hazardous Waste Release" means any Release of a Hazardous Substance on Agency's property or adjoining property during the Work arising, in whole or in part, from acts or omissions of Construction Contractor or any Subcontractor.
1.47 **Hazardous Substance**	"Hazardous Substance" means a substance, material or hazardous waste which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating or otherwise harmful, is likely to cause death or injury.
1.48 **Hazardous Waste**	"Hazardous Waste" means "hazardous waste", as defined in the Resource Conversation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition or modifications of or additions to part or all of any existing structure, facility or equipment). "Contractor Hazardous Waste" means any Hazardous Waste arising during or from Work that is generated, in whole or in part, by the acts or omissions of Construction Contractor or a Subcontractor and/or Subconsultants.
1.49 **Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court Costs, expert fees, attorneys' fees, and Costs of claim processing, investigation and litigation, for any and all damage or equitable claims made against the Agency, including, but not limited to, personal injuries, death, property damages (real, personal, tangible or intangible), and injunctive relief. See paragraph 6.2.
1.50 **Instructions to Offerors**	"Instructions to Offerors" is part of the Solicitation Documents.
1.51 **Materials**	"Materials" means, as defined in A.R.S. § 41-2503(7) "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." "Materials" includes software, unless the software is sold or provided as a service under the Contract. Software sold or provided as a service under the Contract is both a Material (to the extent it consists of encoded information or computer instructions) and a service, as described in "Services".
1.52 **Negotiation**	"Negotiation" means, as defined in A.A.C. R2-7-101(32), an exchange or series of exchanges between the Agency and an offeror or Design Professional and/or Construction Contractor

	that allows the Agency or the offeror or Design Professional and/or Construction Contractor to revise an offer or Contract, unless revision is specifically prohibited by the Arizona Procurement Code.
1.53 **Notice to Cure**	"Notice to Cure" means a written letter from a Procurement Officer to cure an event of default and/or an anticipatory breach of Contract setting forth a time limit in which the cure is to be completed or commenced and diligently prosecuted.
1.54 **Notice to Proceed**	"Notice to Proceed" means the written document from the Project Manager, by letter or email, informing Design Professional and/or Construction Contractor of the date designated as the date of commencement of construction and the date of Substantial Completion.
1.55 **Offer and Acceptance Form**	"Offer and Acceptance Form" means the document bearing the State Contract number once Procurement Officer has signed it to signify (a) Agency's formal acceptance of the negotiated offer from the Design Professional and (b) 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.
1.56 **Part, Section; Exhibit**	"Part," "Section," and "Exhibit" are each defined in the Instructions to Offerors.
1.57 **Payment Bond**	"Payment Bond" means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to Agency, solely for the protection and use of payment bond beneficiaries pursuant to A.R.S. § 41-2574.
1.58 **Performance Bond**	"Performance Bond" means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to State, to guarantee the faithful performance of the Work by the Construction Contractor in accordance with the Contract Documents pursuant to A.R.S. § 41-2574.
1.59 **Person**	"Person" means any corporation, business, individual, firm, partnership, association, union, committee, club, or other organization or group of individuals.
1.60 **Preconstruction Services**	"Preconstruction Services" means services and other activities during the design phase.
1.61 **Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by Agency to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.62 **eProcurement System (currently APP)**	1) "eProcurement System" means 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 ("ADOA") State Procurement Office policy. This eProcurement System may be subject to change. The State's current eProcurement system is "APP." The current version of the ADOA policy regarding the State's eProcurement System is *Technical Bulletin No. 020, APP – The Official State eProcurement System*. 2) NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations 3) NOTE (2): The URL for APP itself is: https://appstate.az.gov/
1.63 **Product Data**	"Product Data" means illustrations, Schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design Professional and/or Construction Contractor to illustrate Materials or equipment for some portion of the Work.

1.64 **Project**	"Project" means any and all activities necessary for realization of the Work. This includes but is not limited to design, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
1.65 **Change Order Request**	"Change Order Request" means a document that informs Agency of a proposed change in the Work and appropriately describes or otherwise documents such change including Construction Contractor(s)'s response of pricing for the requested change.
1.66 **Punch List**	"Punch List" means a list of items of Work to be completed or corrected by Construction Contractor after Substantial Completion. Punch Lists indicate items to be finished, remaining Work to be performed, or minor Work that does not meet quality or quantity requirements as required in the Contract Documents.
1.67 **Record Documents**	The term "Record Documents" shall mean those documents including, but not limited to, the updated version of the Construction Documents prepared by the Design Professional incorporating any Attachments, Exhibits, Change Orders, and information from the As-Builts and other data furnished by Construction Contractors to the Design Professional.
1.68 **Request for Information**	"Request for Information" (RFI) means a written request by Construction Contractor directed to Design Professional or Agency Designated Representative for a clarification of the information provided in the Contract Documents or direction concerning information necessary to perform the Work that may be omitted or unclear from the Contract Documents.
1.69 **Reimbursable Expenses**	"Reimbursable Expenses" means a limited range of direct, actual Costs approved by the Agency for which the Design Professional can receive compensation under the Contract for amounts expended in the interest of the Project. Unless otherwise detailed in the Scope of Work or limited by other State policies, and subject to review and approval by the Agency, the following, and only the following, are the categories of Costs which may be Reimbursable Expenses: Subject to the Cost limitation of the State of Arizona Travel Policy, transportation Costs accrued in furtherance of Work and under the Contract and Agency authorized out-of-town travel and subsistence; Fees paid to governmental entities that ensure State compliance with any applicable laws or codes; Costs paid toward reproduction, plots, standard form documents, postal charges; If requested and approved by the Agency, Costs paid for surveys, requests and special requests. Design Professional shall not exceed the approved Reimbursable Expense amount stated in the Contract without prior written approval of the Agency through a Contract Amendment.
1.70 **Samples**	"Samples" mean representative physical examples of Materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
1.71 **Schedule**	"Schedule" means the timetable which sets forth pertinent milestones, reviews, critical path of activities and other deadlines for timely completion of the Work for the Project prepared by Design Professional or Construction Contractor and accepted by Agency. The Schedule shall not exceed the time limit current under the Contract Documents unless approved by Agency through a Contract Amendment.
1.72 **Schedule of Values**	"Schedule of Values" means the detailed breakdown of the original Contract Cost for the Materials, labor, and equipment necessary to accomplish the Design and/or Construction Work.

1.73 **Scope of Work**	"Scope of Work" means the Requirements Document of the Solicitation Documents. Scope of Work is inclusive of the Project program for design Work and the Construction Documents for performance of the construction Work.
1.74 **Secure Locations**	"Secure Locations" means those buildings and grounds (Sites) that require specific security-related criteria where access to the Work Site or the Site's daily operations negatively affects the Construction Contractor's productivity on a daily basis.
1.75 **Services**	"Services" as defined in A.R.S. § 41-2503(35), means "the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor 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." Services includes Building Work and the service aspects of software described in "Materials"
1.76 **Shop Drawings**	"Shop Drawings" mean the drawings, diagrams, illustrations, Schedules, performance charts, brochures, and other data prepared by Construction Contractor or its Subcontractors which detail a portion of the Work.
1.77 **Site**	"Site" means the geographical location of the Work for the Project.
1.78 **Solicitation; Solicitation Documents**	"Solicitation" and "Solicitation Documents" are defined in the Instructions to Offerors.
1.79 **Special Terms and General Conditions**	"Special Terms and General Conditions" are contained in the Solicitation Documents.
1.80 **Specification**	"Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "… any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
1.81 **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 who has issued the Order.
1.82 **State Indemnitees**	"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
1.83 **State Fiscal Year**	"State Fiscal Year" means the period beginning each July 1 and ending each June 30.
1.84 **Stipulated Sum (Fixed Price/Lump Sum)**	"Stipulated Sum (Fixed Price/Lump Sum)" means the complete and total amount the Construction Contractor is obligated to complete the Work barring unforeseen conditions, Agency change to the Scope of Work, or other circumstances set forth in the Contract.
1.85 **Subconsultant**	"Subconsultant" as defined in A.R.S. § 41-2571, means any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that has a direct Contract with Design Professional or another Subconsultant to perform a portion of the Work.
1.86 **Subcontract**	"Subcontract" means any contract, express or implied, between Contractor and another party or between a Subcontractor and/or Subconsultant and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials, the performing of any Services, or the carrying out of any other aspect of the Work.
1.87 **Subcontractor**	"Subcontractor" as defined in A.R.S. § 41-2503(38), is "… a person who contracts to perform Work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a Contract with an Agency governmental unit . . ." The Contract is to be construed as "a

	Contract with a Agency governmental unit" for purposes of the definition. Any Person carrying out an element of the Work who is neither a Contractor nor a representative of the State is a Subcontractor from the moment that Person first carries out that element of the Work, regardless of whether a Contract exists between that Person and the Contractor, then or subsequently.
1.88 **Submittal Register**	"Submittal Register" means a list provided by Construction Contractor of all items to be furnished for review and approval by Design Professional and/or Agency and as identified in the Contract Documents including submittal dates.
1.89 **Substantial Completion**	Substantial Completion" means the date determined and certified by the Design Professional's and/or Agency Designated Representative's signature, when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational, fit for the use intended, and so the Agency may occupy the Work.
1.90 **Unconditional Waiver of Lien**	"Unconditional Waiver of Lien" has the meaning defined in A.R.S. §33-1008. An Unconditional Waiver of Lien on Progress Payment is "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a Progress Payment and the claimant asserts in the waiver that it has been paid the Progress Payment". Unconditional Waiver of Lien on Final Payment is "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a Final Payment and the claimant asserts in the waiver that it has been paid the Final Payment".
1.91 **Uniform Terms and Conditions**	The "Uniform Terms and General Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and General Conditions as being applicable.
1.92 **Unit Price Work**	"Unit Price Work" means the Work, or a portion of the Work, paid for based on incremental units of measurement.
1.93 **Work**	"Work" means 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)'s obligations and duties under the Contract in conformance with the Contract and applicable laws. "Work" shall refer to any and all authorized Basic and/or Additional Work.
1.94 **Progress Schedule**	"Progress Schedule" means the continually updated time Schedule prepared and monitored by Construction Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the overall Schedule.

2. CONTRACT INTERPRETATION

2.1 **Arizona Law** 2.1 **Arizona Law**	The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.
2.2 **Contract Order of Precedence**	1) COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united contract. If certain Work, requirements, obligations, or duties are set out only in one but not in another, Construction 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) CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, Contractor shall i) provide the better quality

	or greater quantity of Work or ii) comply with the more stringent requirements. If the foregoing requirements do not resolve the issue of inconsistency, conflict, or ambiguity, then the following contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, 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: a) Change Orders, in reverse chronological order; b) Solicitation Documents, in this order: i) Special Terms and Conditions; ii) Exhibits to the Special Terms and Conditions; iii) Federal Terms and Conditions (for any Projects with federal funding) iv) Uniform Terms and Conditions; v) Scope of Work; vi) Exhibits to the Scope of Work; and vii) Any other documents referenced or included in the Solicitation; c) Accepted Offer d) Any Contract created as a result of an IGA and Project Proposal including Task Orders, Attachments, Exhibits, and Schedules created as part of, or under any Contract; e) Design Requirements; i) Specifications ii) Drawings (given dimensions take precedence over scaled measurements); f) Notice to Proceed; and g) Schedule
2.3 **Implied Terms**	Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.
2.4 **References to Statute**	The above Definitions of Terms includes statutory language for convenience. If any definition in the Contract references a statute without modification, the current statutory language, not the stated definition in the Contract, will take priority in any interpretation of the Contract.
2.5 **Usage**	1) Where the Contract: a) Assigns obligations to the Design Professional, any reference to "Design Professional" is to be construed to be a reference to "Design Professional" and all Subconsultants and/or Subcontractors whether or not they are first-tier, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Design Professional's and the Subconsultant's and/or Subcontractor's respective agents, representatives, and employees" in every instance unless the context plainly requires that it is a reference only to Design Professional as apart from Subconsultants and/or Subcontractors; b) Uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*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 the State's discretion extends to whatever is in the best interest of the State;

	c) 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(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition; d) Uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance; e) 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 f) 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.
2.6 **Independent Contractor**	Design Professional is an Independent Contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
2.7 **Severability**	The provisions of this Contract are severable to the extent allowed under Arizona contract law. Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.
2.8 **Complete Integration**	The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Change Orders, is intended by the parties to be a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. 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 can independently bind the Agency to changes to the Contract. The Agency may avoid any unauthorized modifications to the Contract.
2.9 **No Waiver of Rights**	Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1 **Term of Contract** 3.1 **Term of Contract**	The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and General Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and General Conditions do not specify a period, then the Contract will remain in force for that period required for Final Completion of the Work for the Project, including required extensions thereto, unless discontinued by any of the several provisions contained elsewhere in the Contract, but no longer than 5 years total. Agency has no obligation to extend or renew the Contract past the initial term.

3.2 Contract Extensions	Agency may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then a reasonable period of time, but no more than an aggregate of 5 (five) years. Nothing herein shall negate Contractor's obligation to continuously perform the Work with adequate manpower and due diligence.
3.3 Notices and Correspondence	1) TO DESIGN PROFESSIONAL. Unless stated otherwise in the Special Terms and General Conditions, Agency shall: a) Address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Design Professional's corresponding APP Vendor Profile; and b) Address any required notices to Design Professional to the "Contact Name and Title" at the "Mailing Address" indicated in the Contract Documents. 2) TO AGENCY. Unless stated otherwise in the Special Terms and General Conditions, Design Professional shall: a) Address all Contract correspondence and formal notices to the Agency Procurement Officer indicated in Exhibit A "Agreement." b) CHANGES. Agency may change the designated Procurement Officer, update contact information, or change the applicable mailing address. 3) Notice is deemed served when emailed or mailed.
3.4 Contractor Performance Evaluation	The Agency may evaluate the Contractor's performance during the progress of the Work, at completion of a phase of Work for the Project, completion of the Work, or any of the foregoing. The Agency shall retain the evaluation(s) in the procurement file. The Agency will use the evaluation(s) in determining the responsibility of the Contractor for any award of a future contract for the next five (5) years. If the Contractor or any of the Contractor's Subconsultants and/or Subcontractors commit a breach of the contract for the project, the Agency will use the responsibility analysis for future projects for five (5) years after the date of breach of the Contractor's Subconsultants and/or Subcontractors (where applicable) for future contract awards with the Agency or subcontracts on Agency Projects. Contractor may comment or take exception to any rating in accordance with the Agency's protest policies.
3.5 Signing of Contract Amendments	1) Counter-signature – or "approval" in APP, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either: a) Extension of the term of the Contract within the maximum aggregate term; b) Revision to Procurement Officer appointment or contact information; or c) Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other Material aspect of the Contract. 2) In every case other than those listed in a), b), and c) above, the signatures of all required parties – or "approval" in APP, in the case of a Change Order – is necessary to give it effect. 3) If the initial scope of the Project is changed materially by the Agency, the compensation will be equitably adjusted through negotiation upon execution of a Contract Amendment.
3.6 Click-Through Terms and Conditions	Unless expressly stated otherwise in the Special 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 Agency 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 Agency user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Agency 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.
3.7 Books and Records	1) RETAIN RECORDS. By A.R.S. § 41-2548(B), Design Professional shall retain and shall contractually require each Subconsultant and/or Subcontractor to retain books and records relating for any Cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute. 2) RIGHT TO AUDIT. The retained books and records are subject to audit by Agency during that period. By A.R.S. § § 35-214 and 41-2548(B), Design Professional shall retain and shall contractually require each Subconsultant and/or 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 Agency during that period. 3) AUDITING. Design Professional or Subconsultant and/or Subcontractor shall either make all such books and records under subparagraphs 2) and 3) available to Agency at all reasonable times or produce the records at a designated Agency office on Agency's demand, the choice of which being at Agency'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. Any Person who obstructs or impairs an audit being conducted or about to be conducted in relation to any contract or subcontract with the State may be found guilty of a class 5 felony under A.R.S. § 35-215.
3.8 Design Professional Licenses and Registration	Design Professional and all Subconsultants and/or Subcontractors, persons, firms and/or entities in the service of Design Professional shall maintain current licenses, registrations, including but not limited to registration under the Arizona Board of Technical Registration, and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and General Conditions, for the Work itself.
3.9 Ownership of Intellectual Property	1) PRE-EXISTING MATERIAL. All pre-existing software and other Materials developed or otherwise obtained by or for Design Professional or its affiliates independently of the Contract are not part of the Work instruments of service to which rights are granted state under subparagraph 3) below, and will remain the exclusive property of Design Professional, provided that: a) any derivative Works of such pre-existing Material or elements thereof that are created pursuant to the Contract are part of the Work instruments set forth below; b) any elements of derivative Work of such pre-existing Material that was not created pursuant to the Contract are not part of that Work instrument; and

c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Design Professional's or its affiliates' ownership of such pre-existing Materials.

2) JOINT DEVELOPMENTS. The parties 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) DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Special Terms and Conditions, the Contract does not preclude Design Professional from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to Agency hereunder.

4) OWNERSHIP AND USE OF DOCUMENTS. The Design Professional agrees all Project information, including but not limited to, notes, plans, Drawings, Specification photos, studies, computer programs, Schedules, technical reports, prototypes and AutoCAD design backgrounds, or other Work instruments produced by the Design Professional under this Contract necessary to complete the Work, are the property of the Agency. The Design Professional agrees to continue to supply the Project AutoCAD design backgrounds to the Agency for other projects outside the scope of this Contract, as requested by the Agency. The Design Professional shall also provide the Agency high quality copies on Agency-approved media of updated drawings and reproducible copies of specifications as specified. The cost of such copies will be reimbursed by the Agency to the Design Professional as a Reimbursable Expense. The Design Professional may not provide copies of or otherwise use the Work instruments in any format for the Project without the express prior written approval of the Agency.

5) The Design Professional agrees that items such as plans, Drawings, Specifications photos, studies, computer programs, Schedules, technical reports, or other Work products which is/are specified to be delivered under this Contract, and which is/are to be paid for by the Agency, is/are subject to the rights of the Agency in effect on the date of this Contract. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The Design Professional shall not copyright or otherwise claim Ownership of the Work instruments of service for the Project. The Design Professional shall include in its Subconsultants and/or Subcontractors Contracts appropriate provisions to achieve the purpose of this section.

6) Design Professional shall give Agency full ownership of, including any and all necessary permissions to use, every aspect of the Work, unless explicitly excluded by law or contract, including the ability to create new structures based on the design Specifications and Drawings.

7) In the event of any dispute with the Design Professional regarding any breach or default of this Contract, the Agency shall have the right to possess and use any and all plans, Specifications, Drawings, documentation, reproduction, Design Requirements, and any other Materials necessary to complete the project.

8) Notwithstanding anything to the contrary, Agency, at all times, shall have unlimited rights to copy and use in connection with the Project any and all Design Requirements and/or Materials prepared by Design Professional for the Project at no additional Cost to Agency, regardless of degree of completion. Design Professional also grants to Agency a royalty free license to all such any and all Design Requirements and/or

	Materials to which Design Professional may assert any rights under patent or copyright laws. a) Design Professional hereby assigns outright and exclusively to Agency all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project. b) Design Professional, as part of its agreements with any Subcontractors and/or Subconsultants, will secure such license and use rights from each such entity to all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project, and shall defend, indemnify and hold Agency harmless from any claims by such entities for copyright or patent infringement.
3.10 **Subcontracts and Subconsultants**	1) INITIAL LIST. Prior to Contract execution, Design Professional's candidate Subconsultants and Subcontractors were identified in their Offer if required. 2) ADDITIONAL NAMES. Design Professional shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor or Subconsultant that (a) was not listed 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), Design Professional 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. 3) FLOW-DOWN. Design Professional shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract or Subconsultant agreement by inclusion or by reference. Subconsultants and/or Subcontractors shall incorporate the provisions, terms, and conditions of the Contract into their Subcontracts and Subconsultant agreements. When making any post-execution consent requests, Design Professional shall include its warrant that it will do the same for the pending Subcontractor and/or Subconsultant covered by the request. Entering into Subcontract and/or Subconsultant agreement will not relieve Design Professional of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the Work of Subconsultants and/or Subcontractors. Nothing contained in any Subcontract and/or Subconsultant agreement will create or is to be construed as creating any contractual relationship between Agency and the Subconsultant.
3.11 **Non-Discrimination**	Contractor shall comply with [Arizona] State Executive Order No. 2023-01, 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
3.12 **E-Verify Requirements**	As required by A.R.S. § 41-4401, Design Professional and each Subconsultant and/or Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Design Professional and each Subconsultant and/or Subcontractor acknowledge that under A.R.S. § 41-4401, Agency retains the legal right to inspect the papers of any Design Professional or Subconsultant and/or Subcontractor employee who Works under the Contract to ensure that Design Professional or Subconsultant and/or Subcontractor employee is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.13 Offshore Performance of Certain Work Prohibited	Contractor shall only perform those portions of the Work that directly serve the Agency or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to Work performed by Subconsultants and/or Subcontractors at all tiers.
3.14 Other Contractors	1) Agency may undertake with its own forces or award other contracts to the same or Other Contractors for additional or related Work. 2) In such cases, Contractor shall cooperate fully with Agency's employees and such Other Contractors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its Work to the related Work by others. 3) Where the Contract requires handing-off Contractor's Work to others, Contractor shall cooperate as Agency instructs regarding the necessary transfer of its Work product, services, or records to Agency or the Other Contractors. 4) Contractor shall not commit or permit any act that interferes with the Agency's or Other Contractor's performance of their Work, provided that, Agency shall enforce the foregoing section equitably among all its Contractors so as not impose an unreasonable burden on any one of them. 5) Agency shall be reimbursed by Contractor for Costs incurred by Agency which are payable to an Agency separate Contractor because of delays, improperly timed activities, or defective design or construction by Contractor. Agency will equitably adjust the Contract by Change Order for Costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective design or construction by an Agency separate Contractor. 6) Should the Work be interrupted or hindered by the Agency or Contractor, the Contractor shall be entitled to an extension of time pursuant to the paragraph "Change Orders" in an amount equal to such interruption or hindrance but such interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.
3.15 Work on State Premises	1) COMPLIANCE WITH RULES. Construction Contractor is responsible for ensuring that its personnel comply with Agency'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. Construction Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location without entitlement to any additional compensation or additional time for performance even if those particular requirements are not expressly stated in the Contract. 2) PROTECTION OF GROUNDS AND FACILITIES. Construction Contractor shall deliver and perform the Services without damaging any State grounds or facilities. Construction Contractor shall promptly repair or replace any damage caused by Construction Contractor, or any of its Subcontractors or Subconsultants, at its own expense, subject to whatever instructions and restrictions Agency needs to make to prevent inconvenience or disruption of operations. If Construction Contractor fails to make the necessary repairs or replacements in a timely manner, Agency will be entitled to exercise its remedies available under the Contract (including the Design Professional Services Contract.)

3.16 **Background Checks**	1) Each of Contractor personnel who is performing Work with information technology, correctional facilities, proprietary and sensitive data or confidential or access-restricted or in an Agency defined secured area, or as otherwise requested by Agency, must undergo the security clearance and background check procedure, which may include fingerprinting. 2) Contractor shall obtain and pay for the security clearance and background check and shall incorporate Cost in the Contractor offer submitted to perform the Work. 3) Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
3.17 **Advertising, Publishing and Promotion of Contract**	Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer. The Procurement Officer may withhold approval at his or her discretion.
3.18 **Inspection and Testing**	By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own Cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all Costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

4. COSTS AND PAYMENTS

4.1 **Additional work** 4.1 **Additional work**	1) Compensation for Additional Work will be in accordance with basis for compensation established in the Contract. 2) Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount ("Standard Hourly Rate") fee basis in Contract or as a Stipulated Sum fee basis, as amended to the Contract, through Contract Amendment or Change Order, by the Procurement Officer. 3) Before Additional Work may be performed or additional Costs incurred beyond the specified approved Contract for the Project, both the Agency and Construction Contractor must execute a written Contract Amendment or Change Order. 4) The Agency is not responsible for actions of the Construction Contractor or its Subconsultants and/or Subcontractors for any Costs incurred by the Construction Contractor or its Subconsultants and/or Subcontractors relating to Additional Work prior to the execution of a Contract Amendment or Change Order. 5) Any Additional Work must be performed within the time period established in the Contract Amendment or Change Order for the Project. 6) The Agency shall only approve of requests for Additional Work due to: a) need for additional design; b) acts or omissions of the Agency; c) significant changes to the Project; or d) need to provide services due to the default of another Contractor.

4.2 Applicable Taxes	1) CONTRACTOR TO PAY ALL TAXES. Agency is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractors' responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from Agency will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Commercial Document, 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. 2) TAX INDEMNITY. Contractor shall hold Agency 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 any related Costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.
4.3 Application for Progress Payment, Contractor	1) The Construction Contractor shall submit to the Agency an itemized Application for Payment completed and accepted in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Construction Contractor's right to payment as the Agency requires below, and reflecting retainage, if applicable. 2) The Application for Payment (Exhibit H) shall: a) be an accurate reflection of the progress of the Work; b) contain line items based on the Schedule of Values; c) bear the notarized signature of Construction Contractor; d) bear the signature of the Design Professional if contracted to perform Construction Phase Services; e) only be paid after approval by the Agency Designated Representative; and f) not include Subcontracted items or any other items for which Construction Contractor does not intend to pay. 3) Unless otherwise stated in the Special Terms and Conditions, the Construction Contractor is required to include the following, at a minimum: a) Construction Contractor Name and Address; b) Subcontractor's Name, Remit to Address and Contact Information, and c) All backup documentation to Application for Payment, detailed prior to showing subtotals for each item for Construction Contractor and Subcontractor (e.g., labor detail, Materials, and tax listed in separate line items). 4) Applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized and executed by the Agency in Change Orders. 5) Applications for Payment may not include requests for payment of amounts the Construction Contractor does not intend to pay to a Subcontractor or Material supplier because of a dispute or other reason. 6) Applications for payment shall be made on account of Materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. a) If approved in advance by the Agency, payment may similarly be made for Materials and equipment suitably stored off the Site at a location agreed upon in writing in accordance with Arizona General Accounting Office policies.

	b) Payment for Materials and equipment stored on or off the Site shall be conditioned upon compliance by the Construction Contractor with procedures to establish the Agency's title to such Materials and equipment or otherwise protect the Agency's interest, and shall include applicable insurance, storage and transportation to the Site for such Materials and equipment stored off the Site. 7) The Construction Contractor further warrants that upon submittal of any Progress Application for Payment all Work for which Applications for Payment have been previously issued and payments received from the Agency shall, to the best of the Construction Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Construction Contractor, Subcontractors, Material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials, and equipment relating to the Work by also submitting a Conditional Waiver of Lien form with the Application for Payment. 8) At the time of submittal for payment of retainage, if requested by the Construction Contractor prior to the Final Application for Payment, and at Final Application for Payment, Construction Contractor shall provide the Agency with all items contained in Contractor Project Closeout- Exhibit M. 9) Agency shall not accept improper or incorrect Application for Payment until corrections have been made. 10) A Progress Payment shall not be made to Construction Contractor until the Application for Payment has been certified. 11) Final Payment shall not be made to Construction Contractor until a Final Completion Certificate has been issued.
4.4 **Application for Payment Certification by Design Professional**	The Design Professional will review and certify the amounts due to the Contractor and will issue Certificates for Payment in such amounts based on the Design Professional's inspections, observations and evaluations of the Construction Contractor's Applications for Payment for the Work accepted and in conformance to the Contract.
4.5 **Automated Clearing House**	Agency may pay invoices through an Automated Clearing House (ACH). In order to receive payments in this manner, Design Professional 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/afis/vendor-information
4.6 **Availability of Funds**	By A.R.S. § 35-154, every Agency payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, Agency may terminate the Contract at the end of the period for which funds are available, or, at Agency's discretion, allow appropriate amendment to the Contract. No liability will accrue to Agency if it exercises the foregoing right or discretion, and Agency will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
4.7 **Basis of Compensation; Design Professional**	1) The Agency will compensate the Design Professional monthly upon the Agency acceptance described in the approved Contract, as it may be subsequently amended, upon receipt of an accurate monthly billing statement providing evidence of expenses. 2) No advance payment will be made to the Design Professional prior to rendering services.

	3) Payments for Basic Work will be made monthly in proportion to services performed within each phase of services as reasonably determined by Agency. Agency shall have the right to review and inspect any and all records including, but not limited to, time sheets and work product of Design Professional, in order to determine whether the amount requested is accurate. Payment applications will be reviewed by the Agency to ensure the following information is included and correct or Agency will not approve the payment: a) Figures on the payment application shall be accurately calculated; b) Labor rates, reimbursables, fixed fee, subconsultant rates, overhead and fringe benefits listed on the payment application shall be consistent with the terms of the Contract; c) Charges included on the payment application shall be for Work included in the Contract or an amendment to the Contract, and shall be tied directly to the tasks outlined in the Contract; d) Design Professional principals shall bill at staff rates when acting as staff. Principals may only bill at the hourly rate of Principals when acting in that capacity. The Design Professional shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation; e) Subconsultant is an approved subconsultant in the Contract or an amendment to the Contract and any subconsultant approved for a specific discipline is being paid when Work in that discipline is performed; f) Reimbursable Expenses claimed are permitted by the terms of the Contract and supporting documentation is provided with the invoice; and g) If invoice has item(s) in dispute. Design Professional may resubmit an invoice for the undisputed amount or wait for payment until the dispute has been resolved. h) Design Professional shall not be entitled to receive payment until they have provided Agency with conditional and/or unconditional lien waivers, including waivers from Subconsultants, along with a detailed description of services and such other documents showing compliance with the terms of the contract as Agency may reasonably require in connection with requests for payment.
4.8 Contracted Labor Rate	1) The contracted labor rates are the fully-burdened and marked-up billing rates for Construction Contractor's labor Exhibit C 2) The rates are deemed to be inclusive of the actual gross wages plus all: a) Applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions; b) Retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like; c) Required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Construction Contractor personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel); d) Insurance coverages to be provided by Construction Contractor under the Contract; and e) Profit.

	3) The rates are not subject to overtime or other premium time unless expressly stated otherwise. 4) Prior to Construction Contractor finalization of Subconsultants and/or Subcontractors contracts, the Agency shall review and approve Subconsultants and/or Subcontractors hourly rates.
4.9 Delay	1) Pursuant to A.R.S. § 41-2617, if the Construction Contractor incurs damages due to a delay for which the Agency and the Construction Contractor agree is (a) the fault of the Agency, (b) unreasonable under the circumstances, and (c) was not already contemplated by the terms of the agreement, then the Agency and the Construction Contractor may negotiate for the recovery of those damages. In this case, if the Construction Contractor sustains damages, which could not have been avoided by the judicious handling of forces, equipment and materials; or by reasonable revision in the Construction Contractor's schedule of operation, the compensation for such damages will be negotiated. The Construction Contractor shall notify the Agency of the condition in writing by the next work day. Failure to notify the Agency within this time may be just cause to reject any claims for such damages. 2) DELAYS THAT RESULT IN A MATERIAL CHANGE TO THE DATE OF SUBSTANTIAL COMPLETION MAY RESULT IN LIQUIDATED DAMAGES. Agency may assess Liquidated Damages (as detailed in the Special Terms and General Conditions) for unexcused and/or unauthorized delays, caused by the Construction Contractor, or any of its Subconsultants or Subcontractors, that result in a material change to the date of Substantial Completion of the Work. Construction Contractor is responsible for any reasonably foreseeable causes of delay. 3) TIME EXTENSION. Within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time, the Construction Contractor must deliver a preliminary written notice to the Agency describing the general nature of the request. Within a reasonable time after the preliminary notice, the Construction Contractor must provide the Agency written supporting documentation stating all known time extensions to which the Construction Contractor is entitled. Construction Contractor may submit written time extension requests to the Agency for approval if the Construction Contractor is delayed through no fault of its own. 4) CONCURRENT DELAYS. To the extent the Construction Contractor is entitled to an extension of time due to an Excusable Delay but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Construction Contractor and/or any of its subcontractors/subconsultants, and suppliers, the Construction Contractor shall not be entitled to any additional Costs for the period of such concurrency. 5) CHANGE ORDER. Any requests for time extensions must be approved by Agency and/or Design Professional through the use of a Change Order.
4.10 Equipment Rental	Construction Contractor rental of construction equipment to perform the Work shall be recorded and billed to the Agency to the nearest one-half hour and shall cease when equipment is no longer necessary for the Work. Billing shall include sales tax, the Cost of transportation, loading, unloading, and dismantling and removal thereof in accordance with the rental agreement terms and Agency approved Construction Contractor markup for overhead and profit. Rates for Construction Contractor -owned equipment shall be approved by Agency prior to equipment use. Construction Contractor shall not charge

	Agency for equipment that is inoperable due to breakdown or used for Work not related to the Project.
4.11 **Invoicing Requirements**	1) Design Professional shall only submit invoice that match the prices in the Contract, including the pricing in any authorized Change Order or Contract Amendment. 2) Design Professional shall comply with the following requirements for the submittal of invoices to the Agency. The Agency may, in its discretion, choose to deny all or some of an invoice due to the Design Professional's failure to fully comport invoices to these requirements: a) TRAVEL. Travel Costs will be reimbursed according to the policies and procedures set by the State of Arizona's General Accounting Office as specified in the Contract. See http://www.gao.az.gov/travel/ for Current Policies. Any anticipated travel Costs should be detailed as a line item in Design Professional's fee proposal. b) LODGING, SUBSISTENCE, AND MILEAGE. Design Professional and Agency must agree upon any lodging and subsistence Costs before these Costs are incurred for the Design Professional to receive reimbursement for these Costs. If lodging and subsistence Costs are incurred fifty (50) or more miles from the Design Professional primary place of business, then the invoice must include all receipts associated with these Costs for full reimbursement. Design Professional will only be reimbursed for mileage for travel fifty (50) or more miles from the Design Professional's primary place of business. c) PREVIOUS MONTH. Design Professional shall only submit invoices for authorized and accepted Work, and Reimbursable Expenses for the previous month less any applicable penalties. d) INVOICES MUST BE VERIFIED. Design Professional shall bear the primary responsibility for the validity of any and all invoices, and shall certify that its invoices have been examined and that the contents therein are accurate and consistent with the Design Professional's books of account. e) INVOICE REQUIREMENTS STRICTLY ENFORCED. Agency reserves the right to reject, or partially pay, any invoices that are improperly addressed, or contain inaccurate or incomplete information. Agency is not responsible for any financing or other charges due to payments that are late due to Design Professional error. f) FINAL INVOICE. Design Professional shall submit an invoice that contains a clear designation that it is the "Final" invoice when the Work is complete. Agency is under no obligation to release payment on a Final Invoice until the Design Professional has fully documented the final completion of the Work and Agency has reviewed and agreed with the amount due on the Final Invoice.
4.12 **Interest**	Payments to Design Professional are issued pursuant to A.R.S. § 35-342. If payments to Design Professional are allowable and 30 days past due, interest shall accrue at the rate detailed in A.R.S. § 44-1201.
4.13 **Payment**	1) PAYMENT NOT ACCEPTANCE. Agency payment of any invoice or Application for Payment shall not be construed to be acceptance of the Work. 2) PAYMENT DEADLINE. Agency shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Contract, Agency shall make payment in full for Materials that have been delivered and accepted and Work that has been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true:

	a) All of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Work 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 and reasonably requested by the Agency, provided that, the Agency will not make or be liable for any payments to Contractor until Contractor has registered properly in APP and provided a current IRS Form W-9 to Agency unless excused by law from providing one. 3) PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, Agency shall make payment to Contractor under the federal tax identifier provided.
4.14 **Project Suspension by Agency**	If the Project is suspended or abandoned in whole or in part for more than six (6) months by the Agency, the Design Professional will be compensated for only the following: all Work performed prior to receipt of written notice from the Agency of such suspension or abandonment together with Reimbursable Expenses then due. The Agency will not be liable for any additional expenses or any damages, including but not limited to consequential damages. If the Project is resumed after having been suspended for more than six (6) months, the Design Professional's compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, Agency may terminate the Agreement.
4.15 **Recovery of Overpayment**	If Agency determines that an over-payment has been made to Design Professional on any prior invoice, it shall inform Design Professional of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Design Professional.
4.16 **Reimbursable Expenses**	Reimbursable expenses may be billed in accordance with Uniform Terms and General Conditions for amounts expended in the interest of the Project. Design Professional shall not exceed the approved reimbursement amount without prior written approval of the Agency through a Contract Amendment.
4.17 **Standard Hourly Rate Basis for Work**	For Projects compensated on a Standard Hourly Rate basis, the invoice statement for all Applications for Payment must show the name of all employees and Subconsultants and/or Subcontractors charging time to the Project, the amount of time billed, the fully burdened hourly rates, and the activities performed by each person listed. If requested by Agency, payroll time sheets and any other documents reasonably requested by Agency to verify amounts requested, shall be provided.
4.18 **Stipulated Sum (Fixed Price/Lump Sum) Basis for Work**	For Projects compensated on a Stipulated Sum basis, the invoice statement for Application for Payment must include a brief summary of the progress and completion of tasks in accordance with the Work to substantiate the percentage of completion of Work by phase during the time period covered by the Application for Payment. Any Costs in excess of approved maximum not to exceed Contract amount incurred prior to Agency's written consent will not be paid unless Costs were incurred at the Agency's direction.
4.19 **Notification of Payments**	Any Design Professional, Subconsultant, or Subcontractor may notify the Agency in writing requesting that it be notified by the Agency in writing within five days from payment of each progress payment made to a Construction Contractor. If a request is made to the Agency as described in this paragraph, the request remains in effect for the duration of the requestor's Work related to this Contract pursuant to A.R.S. § 41-2577. Note that this paragraph in no way limits the Design Professional's and/or Construction Contractor's ability to withhold any

	application or certification due to issues related to the Work of a Design Professional, Subconsultant, or Subcontractor as described in A.R.S. § 41-2577(D).
5. CONTRACT CHANGES	
5.1 Assignments and Delegations 5.1 Assignments and Delegations	1) NOTICE AND ASSIGNMENT OF TRANSFER OF OWNERSHIP. In additions to Sections 5.2 and 5.3 below, the Agency will require immediate notice and explicit assignment, pursuant to this Section, of any change to the underlying ownership of the Contractor. For the purpose of this Section, a change in ownership is defined by the transfer of any ownership interest or control of fifty percent or more of the Contractor, regardless of the form under which the Contractor conducts its business. 2) IN WHOLE. Contractor shall not assign in whole or in part its rights or delegate in whole or in part its duties under the Contract without (a) notifying the Procurement Officer in advance and (b) obtaining the Procurement Officer's prior written consent, which the Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or any other change in control, then no such consent will be given in any event without the assignee or delegate giving the Agency satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when Agency first awarded it the Contract. Such determinations shall be made by the Procurement Officer in its sole discretion.
5.2 Contract Amendments	The Contract is issued for Agency under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope.
5.3 Unauthorized Contract Amendments or Orders are Void	Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Design Professional will be void and without effect; Design Professional will not be entitled to any claim made under the Contract based on any such purported changes. The Design Professional is on notice that any course of conduct dealings cannot bind the Agency to any changes to the Contract; the Agency may avoid any unauthorized modifications to the Contract, Contract Amendments, or Orders.
5.4 Change Orders	1) The Agency will only compensate for and the Construction Contractor shall only deliver or perform Additional Work that has been approved by the Agency through a fully authorized Change Order. 2) CHANGE ORDER TERMS. All Change Orders are subject to the Contract Terms and Conditions except to the extent they are modified by Change Order. 3) REASONABLE TIME FOR REVIEW. Both parties to the Contract agree to allow a reasonable period of time for the review and consideration of any requested Change Orders. 4) FIELD ORDER DIRECTIVES (See Exhibit I). Field Order Directives should be followed by a Change Order within a reasonable time. The Not-to-Exceed Cost detailed in the Field Order Directive is enforceable against the Construction Contractor if the Agency and Construction Contractor are unable to agree to a price through a Construction Change Order. 5) ITEMIZATION OF WORK. The Construction Contractor shall include the proposed Cost itemized breakout including Subcontractor or Subconsultant pricing by Work division labor and Materials, at a minimum to include: General Conditions, Overhead and Profit, Total- Labor Costs, Total Materials Cost, Equipment, Field Office and Job Site Supervision, Bonds, Insurance, and applicable tax. Failure of Construction Contractor

	to submit itemized Cost information with the Change Order Request will delay processing through no fault of the Agency. 6) ADDITIONAL TIME FOR DELAY. Construction Contractor must submit any request for an Excusable Delay within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time. a) Any Construction Contractor request for an Excusable Delay must be made through Construction Contractor initiation of a Change Order Request and written notice to the Agency. b) Failing to timely and properly provide written notice of the Delay, which must include a request through a Change Order Request, will waive Construction Contractor's ability to negotiate increased time to complete the Work. c) The Construction Contractor's request shall include an estimate of Cost and of probable effect of delay on the Work Progress Schedule. Adverse weather conditions shall not be a basis for a claim for additional Costs. 7) FUEL SURCHARGES. Under no circumstances will the Agency accept any fuel surcharges on any Change Order request or Construction Contractor Pay Applications 8) CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR MARKUP. The combination of overhead and profit shall not exceed the original percentage mutually agreed upon value of labor and Material for Work performed by any Construction Contractor or subcontractor for any Change Order or 5%, whichever is greater. 9) CONSTRUCTION CONTRACTOR ADDITIONAL WORK. Any Additional Work caused by Construction Contractor error, inconsistency, ambiguity, or otherwise conduct of Construction Contractor shall not constitute a change, and such Work will be performed at no additional cost to Agency. AGREEMENT ON CHANGE ORDER. Agreement on any Change Order shall constitute a final settlement of any and all matters relating to the change in the Work which is the subject of the Change Order including, but not limited to, any and all direct and indirect costs associated with such change and any and all adjustments to the Contract sum and the Schedule.
5.5 Field Order Directive	1) The Agency may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Contract Cost and time for Substantial Completion being adjusted accordingly. 2) A Field Order Directive (Exhibit I) shall be used in the absence of total agreement on the terms of a Change Order. 3) If the Agency and the Construction Contractor cannot agree as to what amount should be charged for the Field Order Directive, Construction Contractor shall only be entitled to be reimbursed for actual direct labor and material Costs incurred at the construction site attributable to the change plus 5% for overhead and profit. Construction Contractor shall keep detailed records of all such Costs and submit such records to the Agency on a weekly basis. Within ten (10) days of completion of the change and the submission of all Cost data to the Agency, the Agency shall determine the total allowable Costs for the purpose of pricing and paying for the additional work required by the Field Order Directive and advise the Construction Contractor of such determination in writing. This determination shall be final and binding unless Construction Contractor objects in writing within ten (10) days of this determination. The written objection shall contain a detailed statement of those elements and items of the determination with which the Construction Contractor disagrees with an

	adequate explanation forming the bases of the disagreement. The parties shall then make a good faith effort to resolve the disagreement within fifteen (15) days. If the parties still fail to agree, the dispute shall be submitted to the Procurement Officer. The Procurement Officer shall determine the Costs and notify the Construction Contractor in writing of his or her determination. If the Construction Contractor disagrees with the Procurement Officer's determination, the Construction Contractor shall immediately initiate the contract claims resolution process in the Arizona Procurement Code (A.A.C. R2-7-B901, *et seq*.) 4) When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. 5) The amount of credit to be allowed by the Contractor to the Agency for a deletion or change which results in a net decrease in the Contract Cost shall be actual net Cost as determined by the Design Professional or Agency. 6) Pending final determination of Cost to the Agency, amounts not in dispute may be included in applications for payment. 7) For any disagreement between the Contractor and Agency on the adjustment in Contract time or the method for determining it, the adjustment or the method shall be referred to the Agency for determination. 8) When the Agency and Contractor agree with the determination made by the Contractor concerning the adjustments in the Contract Cost and Contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
5.6 **Minor Changes in the Work**	The Contractor, with the Agency's approval, has the authority to order minor changes in the Work not involving adjustment in the Contract Cost or extension of the Contract time and consistent with the intent of the Contract. Such changes shall be affected by written order and shall be binding on the Agency and Contractor. The Contractor shall carry out such written orders promptly.
5.7 **Claims**	If Contractor is aware of any act, omission, or condition that would give rise to a breach of Contract or a Change Order and/or claim, Contractor shall notify Agency in writing within 48 hours after becoming aware of such act, omission, or condition. This notice shall provide sufficient detail so that the claim may be properly evaluated by the Agency in a timely manner. Failure to give such notice shall be deemed a waiver of the right of the Contractor to recover.
6. RISK AND LIABILITY	
6.1 **Risk of Loss** 6.1 **Risk of Loss**	If applicable, Contractor shall bear all risk of loss and damages caused by Drawings, Specifications, Design Requirements, or other documents prepared by Contractor and used by Contractor in bidding, designing, and/or constructing the project to the extent that such documents are ambiguous, incomplete, contain errors or inconsistencies or fail to comply with any applicable codes, regulations and laws.
6.2 **Basic Indemnification**	CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). If a Design Professional provides Work, services, studies, planning, surveys or other preparatory Work in connection with a public building or improvement, the Contractor, and any and all of its Subconsultants and/or Subcontractors under this Contract, shall indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, from liabilities, damages, losses and Costs, including reasonable attorney

	fees and court Costs (including, but not limited to, primary loss investigation, judgment Costs, expert witness fees, and any and all fees and Costs from appellate proceedings), for any and all acts arising from or connected to the performance of this contract but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of such Contractor or other persons employed or used by such Contractor or Subconsultants and/or Subcontractors in the performance of the Contract or subcontract, as allowed under A.R.S. Section 41-2586 (C) and A.R.S. Section 34-226. The Design Professional additionally agrees to indemnify the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for any vicarious liability for the tortious conduct of the Design Professional's actions including the actions of any of the Design Professional's personnel or Subcontractors and/or Subconsultants. The amount and type of insurance coverage requirements set forth in the Contract shall not be construed as limiting the scope of the indemnity in this paragraph. This indemnity shall not apply if the Contractor or Subconsultant(s) and/or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
6.3 **Patent and Copyright Indemnification**	1) DESIGN PROFESSIONAL/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Design Professional Indemnitor for performance under the Contract, Design Professional shall indemnify, defend and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees 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: a) Agency shall provide reasonable and timely notification to Design Professional of any claim for which Design Professional may be liable under this paragraph; b) Design Professional, with reasonable consultation from Agency, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise. Design Professional shall provide the Agency with notice of settlement negotiations and allow the Agency to participate in negotiations, if Agency so chooses; c) Agency may elect to participate in such action at its own expense; and d) Agency may approve or disapprove any settlement or compromise, provided that, Agency shall not unreasonably withhold or delay such approval or disapproval and Agency shall cooperate in the defense and in any related settlement negotiations. 2) If Design Professional is a public agency, this paragraph does not apply.
6.4 **Force Majeure**	1) DEFINITION. For this paragraph, "force majeure" means an occurrence that is: a) beyond the control of the affected party, b) occurred without the party's fault or negligence, and c) something the party was unable to prevent by exercising reasonable diligence. 2) Without limiting the generality of the foregoing, force majeure expressly 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 authorities, and subject to paragraph 6.5 "Performance in Public Health Emergency," declared public health emergencies. 3) Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late

	performance by a Subcontractor unless the delay arises out of an occurrence of force majeure. 4) RELIEF FROM PERFORMANCE. Except for payment of sums due at the time of Force Majeure, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall provide written notice to the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing. 5) DELAY CAUSED BY FORCE MAJEURE IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits or any other consequential damages if and to the extent that such failure was or is being caused by an occurrence of force majeure. 6) DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.
6.5 Performance in Public Health Emergency	1) Construction Contractor warrants that it will: 2) 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: 3) identification of response personnel by name; 4) key succession and performance responses in the event of sudden and significant decrease in workforce; and 5) alternative avenues to keep the project consistent with its Schedule or sufficient product on hand or in the supply chain; and 6) Provide a copy of its current plan to Agency within three (3) business days after Agency's written request. If Construction Contractor claims relief under the paragraph "Force Majeure" for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Construction 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) For clarification of intent, being obliged to implement the plan is not of itself an occurrence of Force Majeure, and Construction Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a Material breach of contract.
6.6 Safety Standards	1) Contractor shall provide Materials and Services under this Contract that comply with all current applicable safety standards and regulations, including but not limited to, the

	Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards and any other standard references in the Contract. 2) Contractor shall provide necessary protection, take all precautions for and monitor the safety of Construction Contractor personnel and Subcontractor and/or Subconsultants during the performance of Work. 3) Contractor is obligated to act to prevent threatened damage, injury or loss of persons, the Work, or property at the Site or adjacent thereto in emergencies affecting the safety or protection thereof.
6.7 **Third Party Antitrust Violations**	Contractor assigns to Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7. WARRANTIES

7.1 **Liens** 7.1 **Liens**	Contractor warrants that the Materials and Services when accepted will be and will remain free of liens or other encumbrances.
7.2 **Guarantees and Warranties**	1) Design Professional warrants that it has carefully conducted and performed internal checking of any and all Design Requirements to ensure proper layouts and dimension completeness and clarity, and through due diligence has no knowledge of any inconsistencies, ambiguities, errors, omissions, or conflicts with regard to such Design Requirements. 2) Design Professional warrants that it has advised Agency in writing of the need for tests, studies, analysis or subconsultant services for the development of design documents. 3) Design Professional warrants that construction drawings and specifications submitted for bidding or negotiation with a Construction Contractor are complete, accurate, unambiguous and in compliance with all applicable codes, laws and ordinances. 4) Design Professional warrants that it is financially solvent and possesses sufficient experience, licenses, personnel, and capital to complete the services for the Agency. 5) Design Professional warrants that they have visited the project Site, is thoroughly familiar with the conditions of the Site, and will correlate its observations with the construction drawings and specifications. 6) Design Professional warrants that it shall be responsible for any and all defects in the construction drawings and specifications, and other design documents prepared by Design Professional and/or Subconsultants and/or Subcontractors, that are caused by the Design Professional, Subconsultants and/or Subcontractors, or any other person or firm hired by the Design Professional. 7) Design Professional warrants that the construction drawings and specifications are sufficient for the intended purpose of performing design services under this agreement. 8) Design Professional warrants that the construction drawings and specifications may be built at the Site and that construction and completion of the project will not violate any zoning ordinance or use restrictions imposed by any governing authority. 9) Design Professional warrants that all personnel or Subconsultants and/or Subcontractors used for construction administration services shall have sufficient knowledge and experience to properly carry out the duties required for the Work.
7.3 **Contractor Personnel**	1) Construction 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. Construction Contractor further warrants that its key personnel will maintain any certifications relevant to their Work, and Construction Contractor shall provide individual evidence of certification to Agency's authorized representatives upon request. 2) The Construction Contractor shall enforce strict discipline and good order among the Construction Contractor's employees and other persons carrying out the Contract Work. The Construction Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
7.4 **Intellectual Property**	1) Design Professional 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 Design Professional is not and cannot reasonably be expected to be aware of the infringement or violation. 2) SYSTEMS AND CONTROLS. In consideration for Agency having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Design Professional agrees to establish and keep in place systems and controls appropriate to ensure that Agency funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights
7.5 **Compliance with Laws**	If applicable, Design Professional warrants that the Materials and Services and any disposal thereof bearing on performance of the Work do and will continue to comply with all applicable federal, state, and local laws. Some of the local codes with which the Work performed by the Design Professional must be in compliance include, but are not limited to, the Arizonans with Disabilities Act (A.A.C. R10-3-401 through 412) and American National Standards Institute's Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped; State of Arizona Fire Code; regulations related to solar energy and life cycle Cost analysis (see A.R.S. § 34-452); and Water Conservation for State Facilities (see Executive Order 91-3).
7.6 **100% Construction Documents**	1. Construction Documents shall be consistent with the Project program, construction budget, and Progress Schedule. 2. Prior to the first Construction Documents phase submittal, Design Professional and its Subconsultants and/or Subcontractors shall review Agency's Bidding Documents for Project requirements and recommend any changes needed to make them applicable to the Project. 3. Design Professional shall update the documents and provide additional drawings, details and specifications in sufficient detail as to be deemed complete and buildable. 4. Prior to submitting the 100% Construction Documents, Design Professional and its Subconsultants and/or Subcontractors shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level 5. The Design Professional shall provide or assist with the preparation of the following: a) Certification Page b) Project Description c) Index to the Specifications d) Specifications and List of Drawings with dates
7.7 **Errors and omissions**	1) Errors, inconsistencies, ambiguities or omissions discovered by the Contractor shall be reported as a written Request for Information to the Agency immediately prior to the execution of Work.

	2) If the Contractor performs any Work activity knowing or should have known it involves an error, inconsistency or omission in the Contract without such written notice to the Agency, the Contractor shall assume full responsibility for such performance and shall bear the full Costs for correction. 3) REMEDIATION OF ERRORS. Contractor bears full responsibility for errors and omissions in its Work and any and all Work of the Contractor's Subconsultant's and/or Subcontractor's Work. Contractor shall include in its Work, without limit or additional Cost to the Agency, all Work necessitated, in whole or in part, by any and all errors and omissions of, or breach of, the Contract by, the Contractor, its Subconsultants and/or Subcontractors, or any entity working under the Contractor. At a minimum, the Contractor shall, at no Cost to the Agency, promptly remediate any errors, omissions, deficiencies, or contradictions in its Work to the satisfaction of the Agency. 4) ACCEPTANCE OR APPROVAL DOES NOT ALLEVIATE CONTRACTOR'S RESPONSIBILITY FOR ERRORS. The approval, review, or acceptance of the Contractor's Work by any Agency or other party does not, in any way, alleviate the Contractor from its responsibility to fully remediate the Work from any errors discovered subsequently or necessary clarification of any ambiguities. The obligations of the Contractor to correct defective or nonconforming Work shall not, in any way, limit the Contractor's other obligations under the Contract. 5) DESIGN PROFESSIONAL PERFORMING WORK WITH A CONSTRUCTION MANAGER AT RISK. When working with a Construction Manager-at-Risk, Design Professional has a shared responsibility with Construction Contractor for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents when hired by the Agency to perform pre-construction services. In such case, Design Professional's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.
7.8 Licenses and Permits	Design Professional warrants that it will maintain all licenses and proper State registration required under paragraph 3.8 [Design Professional Licenses] 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 5.1 Assignments and Delegation that expressly recognizes the event.
7.10 Pandemic Contractual Performance	1) The Design Professional shall have a plan that illustrates how the Design Professional shall perform contractual requirements in the event of a pandemic. At a minimum, the plan shall include: 2) Key succession and performance planning in the event of sudden significant decrease in Design Professional's workforce; 3) Alternative methods to ensure there are products in the supply chain; and 4) a current organizational chart and contact list. 5) In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply: 6) The Agency may temporarily void the Contract(s) in whole or specific sections if the Design Professional cannot perform contractual requirements; 7) The Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and

	8) The Agency may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform. 9) The Agency, at any time, may request to see a copy of the written plan from the Design Professional. The Design Professional shall produce the written plan within seventy-two (72) hours of the request.
7.11 **Lobbying**	1) PROHIBITION. Design Professional warrants that: 2) it will not engage in lobbying activities, as defined in 40 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 Design Professional'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 Agency to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Design Professional shall implement and maintain adequate controls to assure compliance with this paragraph. 3) Design Professional shall obtain an equivalent warranty from all Subcontractor and/or Subconsultants and shall include an equivalent no-lobbying provision in all Subcontracts. 4) EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for Agency's benefit or on Agency's behalf.
7.12 **Survival of Warranties**	All representations and warrants made by Design Professional under the Contract will survive the expiration or earlier termination of the Contract.
7.13 **Waiver of the Statute of Repose**	To the fullest extent permitted by law, Contractor waives Arizona's statute of repose as defined in A.R.S. § 12-552 (the "Statute of Repose"). The Contractor 's express written warranties stated elsewhere in the Contract, and any and all any and all claims, actions, liabilities, damages, losses, or expenses including attorney fees and court Costs, for bodily injury or personal injury (including death), will not be time-barred by the Statute of Repose. Court Costs shall include, but are not limited to, Costs associated with claim processing, primary loss investigation, judgment, expert witnesses, and any and all fees and Costs related to appellate proceedings.
8. STATE'S CONTRACTUAL REMEDIES	
8.1 **Agency's right to carry out work** 8.1 **Agency's right to carry out work**	1) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Agency to commence and continue correction of such default or neglect with diligence and promptness, the Agency may after such seven-day period, without prejudice to other remedies the Agency may have, correct such deficiencies or cause such deficiencies to be corrected. Contractor shall pay any and all Costs incurred by the Agency for such corrections to the work. 2) In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the Cost of correcting such deficiencies, including compensation for the Designer's additional services and expenses made necessary by such default, neglect or failure. 3) Such action by the Agency and amounts charged to the Contractor are both subject to prior review and confirmation by the Designer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Agency.

	4) An Agency may require that Contractor provide a work plan to address the deficiencies within 48 hours of receiving the above-referenced notice from Agency.
8.2 Consequential Damages	1) Design Professional and Agency waive claims against each other for consequential damages arising out of relating to the Contract. This mutual waiver includes, but is not limited to: a) Damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and b) Damages incurred by the Design Professional for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, inherent loss, bond capacity loss, business and reputation, and for loss of profit arising directly from the Work, and for indirect expenses and general office overhead and future profits. 2) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Design Professional documents. 3) In the event the liquidated damage clause is deemed unenforceable by any tribunal or court of competent jurisdiction, the Agency's waiver of consequential damages shall be null and void.
8.3 Nonconforming Tender	1) The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully constitutes a breach of Contract, in which event Agency will be entitled to exercise any remedy available to it under the Contract or laws. 2) Any material deviation from the final bid may be deemed a breach of contract unless specifically authorized by the Procurement Officer through a contract Change Order. 3) The Agency will not accept a material reduction and/or modification in the quality and/or quantity of the Work.
8.4 Non-exclusive Remedies	Agency's rights and remedies under the Contract are not exclusive.
8.5 Right to Assurance	1) If Agency in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for Agency to exercise any other remedy available to it under the Contract or laws. 2) The Agency may demand any and all documents in its reasonable discretion to assure itself that the Contractor has the resources and ability to perform the Contract.
8.6 Right of Offset	1) Agency is entitled to offset against any sums due Contractor any expenses or Costs Agency incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, Costs, and damages to which it is entitled by the Contract or laws. 2) Further, the Agency is also entitled to the right of offset on this Contract for breach and defaults on other Contracts between the Agency and Contractor.
8.7 Stop Work Order	The Agency may at any time require Contractor to stop all or any part of the Work by written order (a "Stop Work Order"). Upon receipt of a Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further Costs during the period of stoppage that might be chargeable to Agency associated

	with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10 solely for Work performed to date of the Stop Work Order subject to the limitations set forth in this Contract. Further, upon issuance of a Stop Work Order, Contractor shall take all steps necessary to ensure the safety of the Site.
9. CONTRACT TERMINATION	
9.1 AGENCY FAILURE TO PERFORM 9.1 AGENCY FAILURE TO PERFORM	The Design Professional is not liable or responsible for Agency delays or suspensions of Work.
9.2 Gratuities	Agency may, by written notice, terminate the Contract, in whole or in part, if Agency determines that employment or a Gratuity was offered or made by Design Professional or a representative of Design Professional to any officer or employee of Agency for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. Agency, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Design Professional.
9.3 Notice to Cure	In the event a Notice to Cure is issued to the Design Professional, the Design Professional shall attend a meeting with the Agency Procurement Officer and any designated Agency personnel. Upon receipt of any Notice to Cure, the Design Professional receiving the Notice must prepare a report describing its program and measures to affect the Cure of the event of default and/or anticipatory breach of Contract within the time required by the Notice to Cure. The report must be delivered to the Agency Procurement Officer at least three (3) business days prior to the required Notice to Cure meeting with the Agency.
9.4 Rights to Work Project	Should the Design Professional be terminated under this Contract, the Agency may continue the Project and receive copies of the Drawings, Specifications, or other documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the Agency. The Agency reserves the right to have these documents completed, corrected, revised or added to by another Design Professional
9.5 Suspension or Debarment	Agency may, by written notice to Design Professional, terminate the Contract immediately if Agency discovers that Design Professional 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 and/or Subconsultant of any public procurement unit or other governmental body. Agency has taken Design Professional's submittal of the Offer and Acceptance Form and will take its performance under the Contract as Design Professional's attestation that it is not currently suspended or debarred. If Design Professional subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.
9.6 Termination for Conflict of Interest	By A.R.S. § 38-511, Agency may terminate the Contract within three (3) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Agency is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Design Professional receives Agency's written notice of the termination unless the notice specifies a later date.
9.7 Termination for Convenience	By A.R.S. § 38-511, Agency may terminate the Contract within three (3) years after the effective date without penalty or further obligation if any Person significantly involved in

	initiating, negotiating, securing, drafting, or creating the Contract on behalf of Agency is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Design Professional receives Agency's written notice of the termination unless the notice specifies a later date.
9.8 **Termination for Default**	1) In addition to the rights reserved to it under the Contract, Agency may terminate the Contract in whole or in part due to Contractor's failure to: a) comply with any term or condition of the Contract; b) comply with any warranty made by construction contractor under the contract c) obtain and maintain all required insurance policies, bonds, licenses, and permits; or d) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. e) or fails to furnish Agency with assurances satisfactory to Agency evidencing Contractor's ability to complete the work in compliance with all the requirements of the Contract Documents. 2) Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished Materials on hand, Work in progress, Work completed, and Work accepted will become Agency's property, and Contractor shall deliver all of it immediately on demand. Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. 3) In the event the Agency terminates for default, the Agency shall be entitled to recover from the Contractor any and all reasonable attorney fees and court Costs (including, but not limited to, primary loss investigation, judgment Costs, expert witness and/or consultant fees and any and all expenses, fees, and Costs from appellate proceedings). 4) If a termination for default is later determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Contractor's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
9.9 **Work Performance Continuation Required**	Design Professional shall carry on the Work and adhere to the Progress Schedule during all disputes, disagreements, or alternative resolution processes with the Agency. Design Professional shall not delay or postpone any Work except as Agency and Design Professional may agree in writing. Design Professional shall continue to perform in accordance with the requirements of the Contract up to the effective date of any Stop Work Notice issued or Termination, as directed by Agency in the notice.
10.CONTRACT CLAIMS	
10.1 **Claim Resolution** 10.1 **Claim Resolution**	Notwithstanding any law to the contrary, all Contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and the rules adopted thereunder.
10.2 **Mandatory Arbitration**	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements for the resolution of claims valued at less than $100,000 by the State. The parties agree that any and all mandatory arbitration shall be through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted

	according to the applicable AAA rules, and with the Costs of arbitration (including but not limited to the arbitrator's fees, and Costs) to be allocated between the parties by the arbitrator. Costs do not include attorney fees.
10.3 **Additional Parties to Arbitration**	At the State's request, Design Professional agrees to allow for the joinder of an additional party, or additional parties, to an arbitration of any claim relating to the Contract. This provision is intended for circumstances in which the State, Design Professional, or an additional party, has a claim or claims that relate to either the facts or claim at issue in the Design Professional's arbitration with the State, and the State determines that it would be efficient to join all the parties involved in the dispute in one arbitration.

11.DESIGN PROFESSIONAL RESPONSIBILITIES

11.1 **Acceptance of Work** 11.1 **Acceptance of Work**	1) Agency has the right to make acceptance of the Work subject to a complete inspection on delivery and installation, if installation is Construction Contractor's responsibility. Agency may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent Materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. 2) Construction Contractor shall remove and replace any rejected Work; and remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. Agency will not owe Construction Contractor any payment for rejected Work, and Agency may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Construction Contractor in those instances where Agency has agreed to permit repair instead of demanding replacement
11.2 **Additional Work**	1) AUTHORIZATION FOR ADDITIONAL WORK REQUIRED. Contractor shall only provide Additional Work when authorized in a written Order signed by the responsible Agency Procurement Officer. The Agency will not provide compensation for unauthorized Work. 2) PROMPT NOTIFICATION. Contractor shall notify the Agency with reasonable promptness when the need for additional services is identified and explain the facts and circumstances giving rise to the need. If the Agency determines that all or parts of those services are not required, the Agency shall give prompt written notice to the Contractor, and the Agency shall have no further obligation to compensate the Contractor for those services. 3) PROMPT AND ACCURATE SUBMITTALS. To avoid delay in the Schedule, Contractor shall submit any Requests for Information ("RFI's) or any other necessary documentation completely, accurately, and in a timely fashion, in accordance with the Contract.
11.3 **Agency Reviews and Approvals During Design**	1) Each design phase is subject to review and approval by the Agency. 2) Other Agency personnel, external consultants, or public agencies may also review the Design Professional's submittals at the Agency's discretion or as required by applicable regulations in advance of Agency approval. 3) The Agency will review the submitted drawings at all stages at times mutually agreeable with the Design Professional and provide written comments. The Design Professional may not proceed with Work until it has received Agency approval.
11.4 **Allowances**	1) The Construction Contractor shall include in the Contract Cost at time of offer submission any and all Allowances stated in the Contract as separate line items. Items covered by Allowances shall be supplied for such amounts and by such persons or

	entities as the Construction Documents may direct, but the Construction Contractor shall not be required to employ persons or entities against which the Construction Contractor makes reasonable objection. Agency shall approve all use of Allowances through the use of Authority to Use Allowance Form, Exhibit S. 2) Allowances shall: a) Cover the Cost to the Construction Contractor of Materials and equipment delivered to the Site and all required taxes, less applicable trade discounts; b) Construction Contractor's Costs for unloading and handling at the Site, labor, installation Costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Cost and not in the Allowances; c) Construction Contractor shall take all reasonable steps to ensure the scope and budget of Allowances are correct. When Costs are more than or less than Allowances, the Contract Cost shall be adjusted accordingly by a Change Order. Construction Contractor shall notify the Agency immediately if the scope selected for the Allowance causes Costs to be more or less than Allowance. d) Amount of Allowance must reflect reasonable Cost of providing the items, whether the item is actually provided.
11.5 As-Built Drawings	Construction Contractor will review and update the As-Built Drawings on a weekly basis reflecting the changes in Specifications and working Drawings during the Construction of the Work and such updated As-built Drawing shall be made available at the construction site for review by agency and Design Professional. Construction Contractor will submit the fully revised set of Drawings to the Design Professional upon Final Completion of the Work for the Project. Design Professional will incorporate Construction Contractor's red-line drawings and will submit the fully revised set of As-Built Drawings to the Agency upon Final Completion of the Work for the Project.
11.6 Automatic Temperature Control Design	Where applicable, the Design Professional shall specify open protocol automatic Energy Management System (EMS)/HVAC controls systems that communicate with and are interoperable with the Agency system. The Agency's Designated Representative shall arrange an initial meeting to discuss the integration and specification of the EMS/HVAC Control System. The Design Professional shall thereafter incorporate these requirements into Project design and Construction Documents.
11.7 Basic Work, Design Professional Services	Design Professional's Basic Work, as detailed in the Design Professional Services Agreement, shall include but are not limited to, any and all structural, mechanical, civil and electrical engineering Services. If the initial scope of the Project is changed materially by the Agency, the Design Professionals compensation will be equitably adjusted through negotiation upon execution of a contract amendment.
11.8 Bidding Phase	During the Bidding phase, only the Agency Procurement Officer shall receive all requests for interpretation, clarification and modification from Bidders, and log in the date, time, contact information and question in the e-procurement system. The Agency Procurement Officer will forward this information to the Design Professional. The Design Professional and its Subconsultants and/or Subcontractors may answer general questions and collect information from Bidders, but shall not clarify intent or change the Bidding Documents verbally or in writing. The Design Professional and its Subconsultants and/or Subcontractors shall forward a copy of questions they directly received from Bidders to the Agency Procurement Officer. The Agency Procurement Officer sets the deadline for receiving all requests for clarification or interpretation of the Bidding Documents. Questions received after the deadline may be answered at the discretion of the Agency Procurement Officer

11.9 Clean Up of Site	1) The Construction Contractor shall at all times keep the premises, Site of construction, surrounding area, and any storage areas neat and clean, and free from accumulation of waste materials or rubbish caused by operation of Work under the Contract. 2) At completion of the Work the Construction Contractor shall remove from and about the Project waste materials, rubbish, the Construction Contractor 's tools, construction equipment, machinery, surplus material, and any excess rocks and dirt from the Work, to restore affected areas of Site to a neat and clean condition satisfactory to the Agency Designated Representative. 3) If the Construction Contractor fails to clean up, the Agency may do so and the Cost thereof shall be charged to the Construction Contractor. 4) Any landscaped seeded or sodded area requiring repair as a result of construction damage shall be leveled, raked, and re-seeded or re-sodded with like material at Construction Contractor ’s expense.
11.10 Compliance with Codes	Contractor shall bear full responsibility for ensuring that the Work performed under the Contract complies with all applicable laws, codes and regulations. In the case of conflicts between codes, the more stringent conditions shall apply. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements.
11.11 Cooperation and Coordination	1) Agency and Design Professional will cooperate and participate fully in coordinating at all levels and among all the parties involved in this Project, and at their own expense. Cooperation shall mean both formal and informal interaction between and among all the parties involved in the Project, including but not limited to, Agency’s Representatives, Design Professional’s Subconsultants and/or Subcontractors, Construction Contractors, Subcontractor and/or Subconsultants and outside entities as designated by Agency to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget. The requirement for Cooperation shall not be construed as a change in the terms or conditions of the Contract for the Project. 2) The Agency and Construction Contractor shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional 's Subconsultants and/or Subcontractors shall be through the Design Professional. Communications by and with Subcontractor and/or Subconsultants and material suppliers shall be through the Construction Contractor. Communications by and with separate Construction Contractors shall be through the Design Professional.
11.12 Schedule	1) SCHEDULE. The Schedule for Construction and any and all updates thereto shall include time for any and all necessary review and approvals by Agency or outside entities, as well as sufficient time for other Consultants to complete their portion of the Work. The Schedule shall be in a format and provide sufficient detailed information that is acceptable to the Agency. Construction Contractor shall provide the Agency and Design Professional with an approved baseline Schedule, within a time frame determined by the Agency, to include at a minimum initiation of construction, mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and Substantial Completion of the Work of the Contract and any other information required in the Special Terms and Conditions. 2) ADDITIONAL TIME. Construction Contractor shall bear the primary responsibility for determining whether additional time is required for the review of any orders or amendments to the Contract for Construction; allowing time for Agency review and

	approval of any such orders or amendments; and is responsible for ensuring that such time is reflected in a modified Schedule in a Change Order. 3) CONTRACTOR REVIEW. Contractor shall bear the primary responsibility for ensuring that it was allotted sufficient time in the Schedule for construction for any and all necessary reviews and approvals. The Agency and/or Design Professional shall timely review all requests for information, changes, and submittals in a timely fashion as to not delay the project.
11.13 **Conformity of Work to Construction Documents Review**	1) The Design Professional shall review inspection reports, laboratory reports, and test data to determine conformity of such data with the Design Requirements expressed, implied, or depicted in the Contract Documents; approved Shop Drawings, Product Data, and Samples; and Clarification Drawings. 2) The Design Professional shall also recommend to the Agency, actions to be taken by the Agency as determined from Design Professional Project Site visits, inspection reports, laboratory reports, and test data or from Construction Contractor proposals, or other relevant documents. Agencies shall have the right, in the event of a dispute over conformity, to conduct an independent evaluation.
11.14 **Construction Cost Control**	Throughout the Project, the Design Professional shall keep the Project's estimated construction Cost within the Construction Budget and is responsible to periodically submit to Agency, at review times mutually agreeable to Agency and Design Professional, a current Estimated Project Construction Cost to verify that this is accomplished. Design Professional and Agency shall establish times in the Schedule to review the Construction Budget.
11.15 **Construction Safety**	1) INJURIES. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Construction Contractor shall notify Agency Designated Representative and other parties as may be directed promptly, but no later than twenty-four (24) hours after Construction Contractor learns that an event required medical care, supply Agency Designated Representative and Construction Contractor with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) or more workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, witness names and statements, finding of cause, and remedial plans shall be provided to Agency Designated Representative within one (1) week after occurrence, unless otherwise directed by Agency. 2) ENVIRONMENTAL SAFETY Construction Contractor shall immediately stop Work activities impacted by encountering any previously unknown potentially hazardous Material, or other Materials potentially contaminated by hazardous Material, and secure the affected area, and notify Agency Designated Representative immediately. Agency Designated Representative will promptly engage qualified experts to investigate and issue a written report to Construction Contractor identifying the Material(s) found. The Agency shall remediate and render harmless the hazard caused by Agency or if an unknown and could not have been reasonably foreseen by Construction Contractor. 3) TRENCHING AND EXCAVATING PLAN. Construction Contractor is required to submit a trenching and excavation plan to Agency Designated Representative prior to commencing operations unless an engineered plan is part of the Contract Documents. 4) ASBESTOS CONTAINING MATERIAL. The Construction Contractor shall not knowingly use, specify, request or approve for use any asbestos containing Materials or lead-based paint in the Work. When a specific product is specified, the Construction

	Contractor shall endeavor to verify that the product does not include asbestos containing Material. 5) Construction Contractor, Subcontractor and/or Subconsultants. employees and all Site visitors, at all times on the job Site, shall furnish and wear sufficient protective gear, including but not limited to, hardhats, safety shoes and safety goggles. Construction Contractor shall also provide temporary protection measures, drinking water and temporary sanitation facilities for use by construction personnel. Construction Contractor shall provide up-to-date Material safety data sheets (MSDS) as required for Materials at the Site. Construction Contractor shall have a detailed site-specific safety plan to address State and Federal safety laws.
11.16 **Contractor Pre-Award Conference**	1) Design Professional shall, participate in a pre-award meeting to include review of Construction Contractors' submittals which are received with the signed Agreement of the Construction Contractor. 2) Design Professional shall submit, prior to the bid date, a complete list of all submittals required by the Contract Documents listed by individual specification sections.
11.17 **Correction of Defects and Non-Compliant Work**	1) Construction Contractor shall use due care in inspections and observations to determine non-conformance. 2) Design Professional shall keep agency informed of progress and quality of Work and use due care to guard against defects and deficiencies in Construction Contractor's Work. Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, upon notice Construction Contractor shall immediately correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents. 3) Construction Contractor shall take any and all steps to meet the requirements of the Project Specifications. If Construction Contractor fails to do so, the Agency will require correction and full compliance. After corrective action is taken, the Agency will retest to determine compliance with the Specifications. Construction Contractor shall be responsible for the Cost of the additional testing and inspections, and such Cost shall be deducted from progress payment to Construction Contractor. 4) Construction Contractor shall, at no additional Contract Cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials or Work. 5) Construction Contractor shall bear the expense of making good all Work of Agency other contractors destroyed or damaged by removal or replacement of defective Construction Contractor Work. Agency shall equally enforce this clause against any Agency other contractors. 6) If Construction Contractor fails to take prompt action to comply with the Contract Documents in a timely manner, as determined by the Agency, Agency will be entitled to exercise its remedies under paragraph 8.6 [Right of Offset] of the Uniform Terms and Conditions, or any other remedies set forth in the Contract. 7) Whether Agency will permit Construction Contractor to repair in place or demands that Construction Contractor remove and replace is at Agency's discretion in each instance, provided that, Agency shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk,

unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on Agency's part.

8) AGENCY ACCEPTANCE OF DEFECTIVE WORK. At the absolute discretion of the Agency, the Agency may decide to accept defective Work, instead of requiring correction or removal and replacement of defective Work. Construction Contractor shall pay all claims, Costs, losses and damages attributable to Agency's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the Agency for the diminished value of the project resulting from the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Construction Contractor to Agency after a calculation by Agency of the diminution in value of the project resulting from defective Work.
9) The Construction Contractor's obligations to perform Warranty Work will survive the acceptance of any Work and any termination of the Contract.
10) CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK. Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, Design Professional and/or Agency Designated Representative shall communicate the finding to Construction Contractor, and Construction Contractor shall correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents.
11) AGENCY MAY CORRECT NON-COMPLIANT WORK. Agency shall issue a written notice to Construction Contractor to correct and remedy any deficiency including but not limited to
    a) Remove and replace rejected Work, or
    b) Construction Contractor failure to perform Work in accordance with the Contract Documents; or
    c) Construction Contractor fails to comply with other provisions of the Contract Documents.
12) If, in the opinion of the Agency, significant progress to correct the deficiency by the Construction Contractor has not been made, within seven (7) days, the Agency may exercise any actions necessary to remedy the deficiency including but not limited to:
    a) Exclude Construction Contractor from all or part of the Site;
    b) Take possession of all or part of the Work, and
    c) Suspend Construction Contractor 's services related thereto, and
    d) Incorporate in the Work all Materials and equipment stored for the Project at the Site or for which Agency has paid Construction Contractor but which are stored elsewhere.
    e) Hire a replacement contractor or take other measures that are reasonably necessary to correct the noncompliant Work. Any and all Costs incurred shall be paid by the Construction Contractor or deducted from any amounts due or that may be due Construction Contractor under this or any other contract with the State of Arizona. Costs, shall include, but not be limited to, repair and replacement Costs, labor and material Costs, removal Costs, design Costs, administrative expenses, and any other Costs and expenses caused by Construction Contractor's non-compliance.

	13) Construction Contractor shall allow the Agency, its agents and employees, Agency's other Construction Contractors, Construction Contractors and Subconsultants and/or Subcontractors access to the Site to enable Agency to exercise the rights and remedies under this paragraph. All claims, Costs, losses and damages incurred or sustained by the Agency in exercising such rights and remedies will be charged against Construction Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, Costs, losses and damages will include but not be limited to all Costs of repair or replacement of Work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by Agency of Agency's rights and remedies hereunder. 14) CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK. If the Construction Contractor Materially fails to furnish services in compliance with the approved Project Schedule or any subsequently approved amendments to the Schedule or the Construction Contractor's services, or deliverables are unusable for their intended purpose and these failures are a Material breach of this Contract, then Agency, in its reasonable discretion, and after failure of Construction Contractor to respond to the Notice to Cure, may Contract with another Construction Contractor to complete the services or Work product, and Construction Contractor shall pay the Agency for the difference between the balance under Construction Contractor's Contract with Agency and the amount charged by the replacing Construction Contractor to complete Construction Contractor's Scope of Work. a) Agency will provide Construction Contractor with the itemized Costs as they are being incurred. b) Prior to contracting with another Construction Contractor, the Agency shall provide Consultant with a Notice to Cure, as described in these Uniform Terms and General Conditions. c) Should the Construction Contractor failure to Cure the Material breaches of this Contract, as identified in the Notice to Cure, the Agency may pursue any of the available remedies for breach of Contract available in Section 8 above. 15) It is understood that if the Construction Contractor materially breaches this Contract and the Agency Terminates for Default under this Contract, Construction Contractor shall not be entitled to any sums due or that may become due under this Contract.
11.18 **Demolition Plan**	Demolition Plan (whenever a Project requires the demolition of a building or portions thereof). Design Professional shall differentiate between new Work (walls, doors, finishes, and so on), existing Work to be removed, and existing Work to remain in place.
11.19 **Design Development**	Design Professional shall provide conceptual civil, landscape, architectural, structural, plumbing, mechanical, electrical drawings as required for the Design Requirements of the Work.
11.20 **Design Professional Agreements, Communication**	The Agency will ensure that Design Professionals receive the necessary communication from other Construction Contractors to perform the required Work, and shall promptly notify Design Professionals of any and all communications that the Agency determines may materially affect the Design Professional's Work.
11.21 **Design Schematics**	Design Professional shall prepare and submit to Agency diagrammatic drawings which delineate the design criteria (e.g., exit paths, travel distances, required exits, rated walls,

	rated corridors, building occupancy, construction type, and fire zones). This graphic documentation of the design criteria shall be updated with each subsequent submittal.
11.22 **Energy Efficiency**	Upon request by the Agency, Design Professional will analyze the Work or related components for energy efficiency gains including, but not limited to Life Cycle Costing, pursuant to A.R.S. 34-452.
11.23 **Examination of Site**	1) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its Cost. Contractor and its key personnel shall visit the Project Site to become familiar with existing Site conditions for the Agency Project and visually survey for coordination of the Work, which may include but not limited to, the Site location and size, Site and adjacent perimeter, utility capacities, conditions bearing upon transportation, disposal, handling, and storage of Materials, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during Work performance, and connection options of external utilities, all relevant areas of any existing buildings to be altered, ceiling, interior, exterior, and concealed spaces, prior to submitting an Offer for the Work. 2) The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the solicitation prior to bid submittal and Contract before commencing Work. 3) The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface Materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory Work done by the Agency, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and Cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Agency. 4) The Agency assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Agency. Nor does the Agency assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.
11.24 **Forced Substitutions**	Forced substitutions will not be permitted; Contractor shall obtain Agency's prior written consent before making any substitution for any Material or Service covered by the Contract.
11.25 **Inclement Weather Day**	1) RAIN DELAY. Construction Contractor bears the risk of rainfall activity unless delayed on a critical path for more than 7 days. 2) Construction Contractor shall immediately notify the Agency Designated Representative on the day, and any subsequent days throughout the Project, the Construction Contractor is unable to perform Work at the Site on the critical path for more than seven (7) continuous normal Work hours due to inclement weather or rain. The Agency Designated Representative shall confirm the weather conditions and provide a written confirmation to the Construction Contractor. 3) Construction Contractor shall submit to the Design Professional and Agency Designated Representative for review a Change Order Request with the number of

	days the Construction Contractor is requesting a no Cost time extension for Substantial Completion for inclement weather or rain in excess of normal rain fall, along with documentation of the weather days that occurred, and the impact on the critical path Work no later than the end of the month in which the inclement weather day or days occurred. Failure of Construction Contractor to submit a Change Order Request in accordance with this paragraph requirement shall constitute a waiver of additional time for Substantial Completion. Agency Representative shall be the final decision maker on the number of inclement weather days in any Construction Contractor properly submitted Change Order Request for extension of time for Substantial Completion in the event of disagreement between the Construction Contractor and Agency Designated Representative. Average days of rain per month will be determined by meteorological data obtained from the closest National Weather Service Station to the Project Site.
11.26 **Inspection and Material Testing**	1) All Materials and equipment used in the construction of the Project shall be subject to inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. 2) CONSTRUCTION CONTRACTOR RESPONSIBILITIES. Construction Contractor shall provide, at Construction Contractor's expense, the testing and inspection services required by the Contract Documents. Construction Contractor shall provide such equipment and facilities as are required for conducting field tests and for collecting and forwarding samples of sufficient size for test purposes. No Materials or equipment represented by samples are to be used until tests, if required, have been made and the Materials or equipment are found to be acceptable. 3) UNFIT FOR USE AFTER APPROVAL. Any Material which becomes unfit for use after approval thereof shall not be incorporated into the Work. Approvals or failures to properly inspect or test shall not relieve Construction Contractor from its obligation to perform the WORK in accordance with the requirements of the Contract Documents and to also inspect Construction Contractor's own Work. Failure to discover, inspect, or timely report shall not excuse Construction Contractor from full performance of the Work. 4) TIMELY NOTICE. Construction Contractor shall notify Agency Designated Representative and/or Design Professional in writing if any Work will need to be inspected, tested, or approved by someone other than Construction Contractor. Construction Contractor shall coordinate with the Agency and Design Professional well in advance of such testing, inspection, or approval process. Should an inspection, test, or approval be required under this paragraph, Construction Contractor shall bear the sole responsibility for updating the Progress Schedule.
11.27 **Inspection of Work by Design Professional**	1) Design Professional is responsible for inspection activity and shall use due care to observe the Work as Work progresses and determine whether or not Construction Contractor's Work or any part of Work is defective or fails to conform to standards of the trade and generally accepted standards for such Work defined in the Contract Documents. Work will be compared to the Drawings and Specifications and any and all supplemental Drawings and Specifications for the Project. 2) Design Professional shall provide technical direction to, and interpretation of, the Contract Documents for inspectors and advise inspectors of decisions rendered. 3) Any inspectors, acting under the direction of Agency's Designated Representative, or Design Professional will:

	a) Be responsible for milestone inspections (spot checks) to assess compliance with the requirements of the Contract Documents. b) Prepare a written report following each milestone inspection. The inspector shall notify the Agency's Designated Representative when Work that does not comply with the Contract Document requirements is observed in the field. Observed instances of noncompliance shall be noted in the inspector's report. c) Comment in subsequent inspector's reports on whether or not instances of noncompliance have been corrected. d) Participate in Punch List inspections for partial occupancy, Substantial Completion and final completion. e) Assist Agency Designated Representative in reviewing test and inspection results from testing laboratories. f) If Agency contracts for specialty inspection services, the inspector shall report the results of these inspections to Agency's Designated Representative. g) Not authorize deviations from the Contract Documents. h) Not advise or issue directions to Construction Contractor regarding any aspect of construction means, methods, techniques, sequences, or procedures or regarding safety programs in connection with the Project.
11.28 **Issue Addenda**	1) Interpretation, clarification, and modification of the Contract Documents shall be issued only in the form of an Addendum to the Contract Documents. Design Professional shall furnish the information required to the Agency Procurement Officer for issuance of Addenda. 2) Design Professional is responsible for receiving, reviewing, approving, coordinating, and incorporating addenda items received from the Subconsultants and/or Subcontractor(s) into a single addendum document prior to submitting this document to the Agency Procurement Officer. 3) Addenda shall be submitted to the Agency Procurement Officer in the same format as the Construction Documents. 4) Design Professional shall provide to the Agency at the end of the Bidding phase the following documents with changes identified as follows. a) In the Specifications, all additions shall be shown in bold underline and all deletions shown in strikethrough. b) In the Drawings, changes shall be "clouded." c) One set of individual Construction Drawings and sections of the Specifications which were altered by Addenda. d) One complete set of Construction Drawings and Specifications that fully integrate all addenda items.
11.29 **Key Personnel**	1) AUTHORITY. The Contractor shall designate which of its employees have the authority to enter into agreements with the Agency on behalf of the Contractor, and which of its employees, its, Subconsultants and/or Subcontractors, will bear the primary responsibility for the completion of the Work. 2) REMOVAL OF PERSONNEL. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, Agency may at its discretion and, without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from Agency's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities. The Agency Designated Representative may require, in

	writing, that the Contractor remove from the Work any employee the Agency Designated Representative deems incompetent, careless, or otherwise objectionable. 3) STATEMENT OF QUALIFICATIONS. At every stage of the Project, Design Professional guarantees that Key Personnel will have the minimum skills and qualifications listed in the most recent Statement of Qualifications the Design Professional submitted to the State. 4) PERSONNEL SUBSTITUTIONS. Contractor shall not be permitted to substitute Contractor Key Personnel, or Subconsultants and/or Subcontractors after offer submittal, without the prior written approval of the Agency Designated Representative. Requests shall be made in writing detailing the reasons for the requested change and shall not commence without written approval from Agency. The Agency has the right to the same kind and quality of the employee initially offered. 5) ROLE APPROVALS. Contractor Key Personnel designated in Offer Documents shall be deemed approved for the roles and responsibilities stated unless expressly stated otherwise by the Agency prior to execution of the Contract.
11.30 **Labor and Materials**	1) Construction Contractor shall perform Work during regular business hours unless such non-normal Work hours are required by the Contract Documents and not permit overtime work. Agency Designated Representative may approve alternate Work hours that neither add additional Cost nor time to the Contract Cost or Project Substantial Completion. 2) All equipment, Materials, and articles incorporated into the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, shall be stored, applied, installed, connected, erected, used, cleaned and conditioned by Construction Contractor in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, unless otherwise specifically provided in the Contract Documents. 3) References in the Specifications to equipment, Materials, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality, function, and type, and shall not be construed as limiting competition. 4) All Work under this Contract shall be performed in a skillful and workmanlike manner. Construction Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times. 5) Construction Contractor is solely responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs, protection of installed Work, for coordinating all portions of the Work under the Contract and qualify controls in connection with the Work. and will utilize the above so as not to destroy materials for reuse or to remain the property of the Agency 6) The Construction Contractor shall be responsible for all Materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been partially accepted under the Contract. Construction Contractor shall remain responsible for the care and protection of Materials and Work in the areas where Punch List items are completed until Final Completion. 7) The Construction Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, drinking water, water, heat, ventilation, utilities, barricades, lighting, construction and warning signs, temporary fire

	protection, transportation, temporary facilities, fencing, appliances, fuel, power, light, heat, telephone, sanitary facilities, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work. Any temporary sanitation facilities shall be serviced a minimum of one (1) time weekly. 8) Construction Contractor shall install and maintain temporary fencing with lockable gates as indicated or directed by the Agency Designated Representative. 9) Materials, equipment or items required for Work which are shown on the Drawings but not mentioned in the Specifications or Materials, equipment or items required by the Specifications but not shown on the Drawings, shall be furnished and installed the same as though both shown on the Drawings and required by the Specifications. 10) Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, Agency is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Construction Contractor to deliver and install only products that are already safe and compliant. 11) Construction Contractor shall pursue with diligence the procurement of any long-lead-material or equipment required for the Work and provide the Agency Designated Representative with an anticipated and consistently updated schedule for the delivery. 12) Materials and equipment procured and installed by the Construction Contractor shall be in accordance with Specifications and derived from the energy life cycle Cost analysis pursuant to the latest revision of A.R.S. §34-452. 13) For any Agency furnished equipment or Material that will be in the care, custody, and control of Construction Contractor, Construction Contractor is responsible for damage or loss. Agency shall deliver to Construction Contractor a complete list and respective values of such Materials or equipment and make an equitable adjustment to the contract amount for any increase in Cost of Builder's Risk insurance. 14) Construction Contractor shall provide and install weather-tight or temporary enclosures for protection of in progress and completed construction Work from exposure and weather. Construction Contractor shall remove protection when no longer needed. 15) Construction Contractor shall store Materials in their original packaging with any and all seals and labels intact and visible. 16) Construction Contractor shall remove Agency-salvaged items with care and in a workmanship-like manner and deliver items not being reinstalled, ready for use, to a nearby area as instructed by the Agency Designated Representative.
11.31 Life Cycle Cost Analysis	Upon the request of the Agency, the Design Professional shall perform Life Cycle Cost Analysis (LCCA) to evaluate alternative Materials and systems by preparing an economic assessment of all significant Costs of ownership over the economic life.
11.32 Management and Supervision of the Work, Design Professional Service	Design Professional shall bear the primary responsibility for the management and supervision of the Work for Design. At a minimum, the Design Professional shall regularly consult with the Agency and receive any and all necessary Agency approvals; provide updated Cost estimates and gain approval for any material changes to Cost estimates through a Change Order prior to incurring those Costs; thoroughly research all the design elements upon which the Work relies; attend meetings related to the Work; communicate fully with all Construction Contractors, as necessary and appropriate; and provide the Agency with regular reports on the status of the Work.
11.33 Meeting Minutes	Design Professional or Agency authorized design professional substitute, shall attend and draft complete minutes of each Project design and construction meeting between Design

	Professional, Agency and Construction Contractor, and submit them to Agency for approval within five (5) calendar days after each Project conference.
11.34 **Observations**	Design Professional shall bear the primary responsibility for the management and supervision of the Work for Design. At a minimum, the Design Professional shall regularly consult with the Agency and receive any and all necessary Agency approvals; provide updated Cost estimates and gain approval for any material changes to Cost estimates through a Change Order prior to incurring those Costs; thoroughly research all the design elements upon which the Work relies; attend meetings related to the Work; communicate fully with all Construction Contractors, as necessary and appropriate; and provide the Agency with regular reports on the status of the Work.
11.35 **Outline Specifications**	1) Design Professional shall outline specifications with a detailed description of all building components and systems shall include: a) An index showing all divisions and sections intended to be used. The format shall be that recommended by the Construction Specifications Institute (CSI), narrow scope type. b) All technical sections in outline specification format (Part 2 of a narrow scope CSI specification). 2) Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Construction Contractor in dividing the Work among Subcontractor and/or Subconsultants or in establishing the extent of Work to be performed by any Subcontractor and/or Subconsultant.
11.36 **Pre-Bid Conference Site Visit**	Agency's Procurement Officer may conduct, and Design Professional and its Subconsultants and/or Subcontractors shall attend and participate in pre-bid conferences and pre-bid Site visits with potential bidders to help identify questions that bidders may raise during the Bidding phase. Questions from prospective Bidders shall be collected by the Agency's Procurement Officer during these conferences and Site visits. No questions shall be answered at these events which require interpretation, clarification or modifications of the Contract Documents
11.37 **Preconstruction Conference**	Agency may conduct a Preconstruction conference after Contract award and before Construction Contractor starts Work at the Project Site. Conference discussion will establish the lines of communication among the parties as to the Work, coordination of Work, and procedures and handling of the Schedule of Values, Shop Drawing and other submittals, Construction Schedule, and Payment Application processing. The Construction Contractor, Construction Contractor's Superintendent, and Construction Contractor's designated safety officer shall attend the Pre-Construction Conference. The Design Professional shall attend if requested by Agency.
11.38 **Program and Budget Review**	Agency will furnish the Project program to Design Professional at the start of Schematic Design. Design Professional shall evaluate the Project's programmatic requirements, promptly call attention to any discrepancy contained therein, and request direction from the Agency's Designated Representative.
11.39 **Project Closeout**	Construction Contractor shall submit Project Close Out documents as listed in Exhibit M in appropriate quantities as indicated in the Contract Documents to the Construction Contractor. Construction Contractor shall ensure documents are complete and accurate and provide written acceptance to the Agency. Construction Contractor shall not submit final Application for Payment until documents are accepted by the Agency.
11.40 **Proposed Change Order Review**	1) During performance of Construction Phase Services, the Design Professional shall review Construction Contractor's proposed Change Order(s) for fairness of pricing and

	make recommendations to the Agency on fairness of pricing for the Materials and Work. 2) Any Construction Contractor proposed Change Order shall include the estimate of Cost and of probable effect of delay on progress of the Work if any.
11.41 Proprietary Specifications	1) Under A.R.S. § 34-104, if a Design Professional or the Agency includes bidding, contracting, or purchasing specifications that are proprietary to one supplier, distributor, or manufacturer, then the details of the essential characteristic of that product will be included in the Special Terms and General Conditions with a statement indicating that the Design Professional shall consider alternative products which have the aforementioned desired essential characteristics. 2) Design Professional shall consider, and either approve or reject, any and all alternative product proposals that are submitted at least eight (8) days prior to the deadline for receiving bids for this Solicitation. If any alternative product proposal is approved, the Design Professional shall modify the bidding documents to include the alternative product proposal by the end of the fifth day prior to the deadline for receiving bids and publish the documents that same day. If the Design Professional rejects any alternative product proposal, the Design Professional shall provide the Agency with notice of that rejection, including the details of the alternative product proposal, prior to the deadline for receiving bids. 3) No modifications shall be made without the approval of the agency
11.42 Quality Assurance	The Design Professional person or firm shall have a well-coordinated internal Quality Assurance program for review of documents, plan check, and incorporates the Agency's drawings and specification requirements to assure consistent submittal to Statutory Review.
11.43 Record Documents	1) UPDATING RECORD DOCUMENTS. Design Professional or other party specified by the Agency Designated Representative shall be responsible for updating the Record Documents for all Construction Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. Design Professional shall be responsible for updating the Record Documents for any addenda, Change Orders, Design Professional supplemental instructions and any other alterations to the Contract Documents generated by Design Professional or Agency. 2) MAINTAIN AT SITE. Construction Contractor shall maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, Schedules and all Project correspondence and provide Agency and Design Professional access to these documents for reference and examination. Contractor shall keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction and reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. 3) MONTHLY UPDATE. Record Documents shall be updated a minimum of monthly prior to submission of a Payment Application or as otherwise directed by Agency. Construction Contractor failure to maintain current Record Documents shall constitute cause for Agency denial of a Progress Payment otherwise due. 4) TRANSFER OF RECORD DOCUMENTS TO AGENCY. Construction Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents prior to requesting Substantial Completion inspection with the Design Professional.

	5) After review by the Design Professional and acceptance by the Agency Designated Representative, one (1) electronic media copy and one (1) reproducible copy of the Record Documents shall be provided in the format designated by the Agency Designated Representative. 6) PREPARATION OF RECORD DOCUMENTS. Record Documents shall be carefully and neatly prepared by a competent drafter familiar with the Work.
11.44 **Requirements at Location**	1) Contractor acknowledges that the location of its Work for the Project might be inside an industrial building, institutional building, or one of various office types and classes and Contractor personnel shall conduct themselves cordially and professionally with Agency personnel and the public. 2) When performing the Work requires Construction Contractor personnel to Work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Construction Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for Work, visitor dress code, and other applicable rules. Agency will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Construction Contractor has failed to make the confirmation or comply with the applicable conditions. 3) Construction Contractor shall ensure Construction Contractor personnel and Subconsultants and/or Subcontractors performing Work at the Project Site: a) Park in any assigned location at the Site; b) Have proper State or federal issued identification within their possession at all times; c) No eating, drinking, or smoking except in designated areas. d) Construction Contractor shall adequately monitor and control noise levels.
11.45 **Schedule of Values**	Prior to the execution of Work, the Construction Contractor shall submit to the Design Professional and Agency for approval a Schedule of Values (See Exhibit R) allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy. This Schedule of Values, unless objected to by the Design Professional and/or Agency Designated Representative, shall be used as a basis for reviewing the Construction Contractor's Payment Applications. The Schedule of Values shall include quantities and unit prices aggregating the Contract Cost, and for lump sum items shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payments during construction.
11.46 **Shop Drawings, Product Data and Samples**	1) The Construction Contractor shall maintain at the Site for the Agency one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Professional and/or Agency and shall be delivered to the Design Professional for submittal to the Agency upon completion of the Work. 2) 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 the Construction Contractor proposes to conform to the information given and the design concept expressed in the Contract. 3) The Construction Contractor 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 reviewed and approved or other appropriate action taken by the Design Professional and/or Agency. Such Work shall be in accordance with approved submittals. 4) The Construction Contractor shall not be relieved of responsibility for deviations from requirements of the Contract by the Design Professional's and/or Agency's review and approval of Shop Drawings, Product Data, Samples or similar submittals unless the Construction Contractor has specifically informed the Design Professional and/or Agency's in writing of such deviation at the time of submittal and the Design Professional and/or Agency has given written approval to the specific deviation. The Construction Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Professional's and/or Agency's approval thereof. 5) The Construction Contractor 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 Design Professional on previous submittals. 6) When professional certification of performance criteria of Materials, systems or equipment is required by the Contract, the Construction Contractor shall be entitled to rely upon the accuracy and completeness of such calculations and certifications but shall use due care and identify and notify the Agency of any palpable errors. 7) Construction Contractor shall submit Shop Drawings to the Design Professional and State Fire Marshall or appropriate authority having jurisdiction for any required modifications to sprinkler or alarm system Work. 8) Construction Contractor will update to show actual conditions for Work specified and shall submit final Shop Drawings to Agency.
11.47 **Special Inspections and Testing**	The Design Professional shall recommend special inspection or testing and any retesting of the Work in accordance with the provisions of the Contract Documents if, in Design Professional's reasonable opinion, such inspection or testing or retesting is necessary or advisable for the implementation of the Contract Documents, regardless of the state of completion of the Work subject to such inspection or testing or retesting.
11.48 **Specification Submittal Requirements; Design Professional**	1) Specifications shall be in CSI format. Each specification section shall be saved as a document file named with the corresponding Master format number (e.g., 134010.doc). 2) Design Professional shall submit a list of each item of equipment and/or each system to be designated as sole source by the notation in the documents, "or equivalent (no known equivalent)". This list shall include the following information: a) Description of each item of equipment and/or each system; b) Provide estimated Cost of each item of equipment and/or each system; Agency Procurement Officer shall write determination justification as to why each item of equipment and/or each system needs to be from a sole brand name or source. c) Include brief performance specifications detailing those features which, because they are unique or state-of-the-art, or the preclude use of an alternative product. 3) Specifications shall be: a) Complete, coordinated and consistent with each other and the drawings. b) Coordinated with the Agency's General Conditions and Requirements. c) Written for a two-party Contract between the Agency and the Contractor. d) Written with open specifications for material and equipment except in specifically permitted exceptions in conjunction with Agency Procurement Officer's approved written determination of sole brand name or source.

11.49 Statutory Review	1) The Design Professional shall design and prepare the Construction Documents in compliance with all applicable laws, codes, regulations, and generally accepted engineering and design standards, and shall incorporate any and all Agency Standards where applicable to their Work. 2) The Design Professional shall submit final Construction Documents for review to the Agency Designated Representative for submittal to the Statutory Review. Design Professional shall verify presentation requirements for the review with the Agency's Designated Representative. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements. 3) The initial submission fee and one (1) re-review fee for submission to the Statutory Review may be paid by the Agency or paid by Design Professional firm a part of a Reimbursable Expense as requested by the Agency. Any subsequent submission fees shall be paid by the Design Professional firm in accordance with the Solicitation Performance Guarantee requirements. 4) Design Professional shall give Agency sufficient rights and privileges to use to any and all Design Professional Work in furtherance of the Scope of Work including, but not limited to, distribution and submission of Design Professional Work 5) A State Inspector will conduct regular inspections and the Work must be in compliance before permanent occupancy will be allowed. Regular inspections must be performed at each stage of construction prior to concealment or cover.
11.50 Structural, Mechanical, Electrical, Calculations	Design Professional shall provide Agency the Project structural, mechanical, and electrical calculations upon request. Calculations shall be checked and stamped by an engineer registered in the applicable discipline.
11.51 Submittal Register	The Construction Contractor shall prepare and keep current, for the Design Professional's approval, a schedule of submittals which is coordinated with the Construction Contractor's Schedule and allows the Design Professional reasonable time to review Submittals.
11.52 Substantial and Final Completion	1) When the Construction Contractor considers that the Work, or a portion thereof, is substantially complete, the Construction Contractor shall prepare and submit to the Agency and/or Design Professional a comprehensive list of items (Punch List) to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Construction Contractor to complete all Work in accordance with the Contract Documents. 2) The Agency and/or Design Professional will perform an inspection of the Work within five (5) days to accept or reject the Punch List to determine whether the Work or designated portion thereof is substantially complete. If the Agency and/or Design Professional's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents, the Contractor shall complete and or correct those items and then submit a request to the Owner and Design Professional for another inspection to determine Substantial Completion of the Work. 3) EXHIBIT K – SUBSTANTIAL COMPLETION CERTIFICATE. When the Work, or designated portion thereof, is Substantially Complete, the Design Professional and/or Owner will prepare a Certificate of Substantial Completion (Certificate) that shall establish the Substantial Completion date, establish responsibilities of the Owner and Contractor to include, but not limited to: security, maintenance, heat, air conditioning, utilities, damage to the Work and insurance. The Certificate will establish the date and time within which the Contractor shall finish all Punch List items attached thereto.

	Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided in the Certificate of Substantial Completion. 4) Construction Contractor shall submit an Exhibit H-Application for Payment for payment of all Work, less retention if retention was held. If retention was not held, final payment will not be issued until all items listed on Exhibit M-Contractor Project Closeout have been received by the Agency. 5) PARTIAL OCCUPANCY. The Agency may occupy or use a portion of the Project prior to Contract completion if the authority having jurisdiction over the Project authorizes the Agency to occupy the portion of the Project. The Construction Contractor shall proceed with submission to the Agency for a Substantial Completion inspection for the portion of the Work Project prior to the Agency occupying or using a portion of the Project. 6) EXHIBIT L – FINAL COMPLETION CERTIFICATE. The date of Final Completion of the Contractor's Work is the date signed by the Design Professional, Contractor, Compliance Officer and Project Manager that all Work is 100% complete in accordance with the Contract Documents including all those items listed on Exhibit M-Contractor Project Closeout. The Construction Contractor will submit an Application for Final Payment for certification by the Agency.
11.53 **Substitution of Material or Equipment**	1) Construction Contractor shall not order or install any substitute Material or equipment without the Agency Designated Representative prior written approval of the substitute. 2) If Contract is a firm fixed price, all substitution requests shall be submitted by the Construction Contractor in accordance with the Solicitation Instructions to Offerors and approved by the Agency Designated Representative prior to the Bid Opening Date listed in the State e-procurement system. Prior to the Bid Opening Date, the Agency Procurement Officer issued Addenda authorizing use of the substitute shall serve as the written approval. 3) Agency Designated Representative shall review all Construction Contractor furnished data for review to include maintenance, repair, and replacement for the proposed substitute. 4) The Agency may not approve any extension of Contract time for Construction Contractor Project completion due to a substitute unless Agency determines the time extension is in the best interest of the Agency.
11.54 **Supervision and Project Administration**	1) The Construction Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of the Agency in the Agency's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Construction Contractor. The Construction Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of the Agency in the Agency's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Construction Contractor. 2) The Construction Contractor shall supervise and direct the Work using the Construction Contractor's best skill and attention. 3) Construction Contractor shall provide project administration for all Construction Contractor's Subcontractor and/or Subconsultants, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of the Construction Contractor and Agency Designated Representative.

	4) Construction Contractor's project administration includes periodic daily reporting on weather, Work progress, labor, Materials, equipment, any and all obstructions to prosecution of the Work, accidents and injuries, and transmitted no less frequently to the Agency Designated Representative than on a weekly basis. 5) The Construction Contractor shall be responsible to the Agency for acts and omissions of the Construction Contractor's employees, Subcontractor and/or Subconsultants and their agents and employees, and other persons performing portions of the Work for the Construction Contractor.
11.55 Transition	If needed, during commencement, Construction Contractor shall attend transition meetings with any outgoing Construction Contractors to coordinate and ease the transition so that the effect on Agency's operations is kept to a minimum. Agency may elect to have outgoing Construction Contractors complete some or all of their Work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Upon the expiration or termination of the Contract, Construction Contractor shall Work closely with any new (incoming) Construction Contractor and Agency to ensure as smooth and complete a transfer as is practicable. Agency's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Construction Contractor and the incoming vendor. As with the incoming transition.
11.56 Unknown, Unforeseen, or Concealed Conditions	1) If conditions are encountered at the Site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty four hours after first observance of the conditions. 2) It is understood that Construction Contractor, prior to award, has inspected the Site, was free to do its own tests and inspections, and in undertaking this contract, warrants that the Site is suitable for construction and accepts the risk of all Site conditions. 3) Any reports and Materials provided to Construction Contractor prior to construction are for informational purposes only. However, if Construction Contractor believes that the Agency materially misrepresented the condition of the Site then the Agency will promptly investigate such conditions. Should the Agency determine that the Site differs from the Contract Documents such that there will be a material change to Construction Contractor's Contract Cost and/or Schedule for the performance of any part of the Work, then the Agency will recommend an equitable adjustment in the Contract Cost and/or Contract time. If the Agency determines that the conditions at the Site are not materially different from those indicated in the Contract Documents, and no change in the Construction Contractor's Cost or Schedule is justified, then the Agency shall so notify the Construction Contractor in writing stating the reasons.
11.57 Use of Seals; Design Professionals	"Seal" refers to the type of "seal" required by A.R.S. § 32-101, *et seq.*, and the rules promulgated thereunder, A.A.C. R4-30-01, et seq., or any equivalent licensing body, for use on Work performed by Contractors. Contractor shall affix its Seal to any and all documents required by the Work that are incomplete without such a Seal including, but not limited to, design specifications, data, and construction drawings. Contractor will accept professional responsibility for its Work including, but not limited to, any and all information upon which its Seal is affixed.

11.58 **Work Performance; Design Professional**	The Design Professional will perform Work under this Contract with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

12.AGENCY RESPONSIBILITIES

12.1 **Access to Work Site** 12.1 **Access to Work Site**	The Agency will provide Design Professional with access to the Work Site, as necessary, for the preparation for, and review of, the Work.
12.2 **Accuracy of Information**	Agency may provide in the Solicitation, or by other means, any reports of investigations and tests of subsurface and latent physical conditions at the Site, and any reports of conditions that otherwise may affect Cost. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the Site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
12.3 **Budget**	The Agency may create a budget for the Work. If applicable, the Agency may update the budget, as needed. The budget may include the Estimated Contract Cost, Agency's other Costs for the Project, Contingencies, and Reimbursable Expenses.
12.4 **Errors or Omissions**	The Agency will promptly notify the Contractor in writing if it becomes aware of a material error, potential error, or omission in the Work, Design Requirements, and/or Construction Documents.
12.5 **Site Information**	The Agency will provide the Design Professional with basic information regarding the Site locations at which the Work will be performed. This basic information may include surveys, Site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
12.6 **Geotechnical Engineers**	If applicable, the Agency will provide geotechnical expertise it deems sufficient to support the Work, including but not limited to, the necessary soil testing, written reports, and recommendations.
12.7 **Testing**	The Agency will provide legally or contractually required environmental testing including tests for hazardous materials, and air and water pollution.
12.8 **Communications**	The Agency will facilitate communication between Design Professional and Construction Contractor, as needed, on the Work necessary to fully perform the Contract, unless direct communication between Design Professional and Construction Contractor has been explicitly authorized.
12.9 **Design Professional Agreements, Related Construction**	The Agency will meet with the Design Professional to coordinate its Work prior to finalizing a related Construction Contract. Any related Construction Contracts will be made available to the Design Professional through the State's eProcurement system.
12.10 **Promotional Materials**	Agency will endeavor to timely review and respond to any written Design Professional request for permission for use of photographic or other artistic representation of the Work for promotional or other professional materials. Agency shall have full discretion to determine whether to allow Design Professional use of the representations.
12.11 **Substitutions of Material**	Design Professional and/or Agency shall approve any and all substitutions that would cause a change in the Work of the Construction Contractor.
12.12 **Timely Review**	The Agency will endeavor to timely review and respond to any requests from the Construction Contractor that the Construction Contractor deems necessary to avoid delay or modification to the Schedule.

13. DATA AND INFORMATION HANDLING

13.1 Applicability 13.1 Applicability	Article 13 applies to the extent the Work includes handling of any (a) Agency's proprietary and sensitive data or (b) confidential or access-restricted information obtained from Agency or from others at Agency's behest.
13.2 Data Protection and Confidentiality of Information	1) Design Professional warrants that it will establish and maintain procedures and controls acceptable to Agency for ensuring that Agency's proprietary and sensitive data is protected from unauthorized access and information obtained from Agency or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Design Professional in any way related to the Contract, provided to Design Professional by Agency, or prepared by others for Agency are proprietary to Agency, and all information by those same avenues is Agency's confidential information. To comply with the foregoing warrant: a) Design Professional shall: i) Notify Agency immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; ii) Cooperate with Agency to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and iii) Notify Agency promptly of any security threat that could result in unauthorized access or inappropriate disclosures. b) Design Professional shall not: i) Release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless Agency has agreed otherwise in advance and in writing; or ii) Respond to any requests it receives from a third party for such data or information, and instead route all such requests to Agency's designated representative.
13.3 Personally Identifiable Information	1) Design Professional warrants that it will protect any personally identifiable information ("PII") belonging to Agency's employees' or other Design Professionals or members of the general public that it receives from Agency or otherwise acquires in its performance under the Contract. 2) For purposes of this paragraph: a) PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and b) "Protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*. NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

	NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222
13.4 **Protected Health Information**	1) Design Professional warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it: a) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (1) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (2) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (3) Agency's current and published PHI/ePHI privacy and security policies and procedures; b) Will cooperate with Agency in the course of performing under the Contract so that both Agency and Contractor stay in compliance with the requirements in *(a)* above; and c) Will sign any documents that are reasonably necessary to keep both Agency and Contractor in compliance with the requirements in *(a)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14. INFORMATION TECHNOLOGY WORK

14.1 **Applicability** 14.1 **Applicability**	Article 14 applies to any Invitation for Bids, Request for Qualifications, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: "computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.
14.2 **Information Access**	1) SYSTEM MEASURES. Design Professional shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting Agency's proprietary data or confidential information. 2) INDIVIDUAL MEASURES. Design Professional personnel shall comply with applicable Agency policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Design Professional is responsible to Agency for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Design Professional shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Design Professional shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel. 3) ACCESS CONTROL. Design Professional is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Design Professional personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted

	under the Contract. Agency may restrict access by Construction Contractor personnel, or instruct Design Professional to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
14.3 **Pass-Through Indemnity**	1) INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Design Professional may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to Agency such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with Agency in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify Agency Indemnitees to the extent and degree Design Professional is required to do by the Uniform Terms and Conditions, then Design Professional shall indemnify, defend and hold harmless Agency Indemnitees to the extent the Pass-Through Indemnity does not. 2) NOTIFY OF CLAIMS. Agency shall notify Design Professional promptly of any claim to which a Pass-Through Indemnity might apply. Design Professional, with reasonable consultation from Agency, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that: a) Agency reserves the right to elect to participate in the action at its own expense; b) Agency reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and c) Agency shall in any case cooperate in the defense and any related settlement negotiations.
14.4 **Redress of Infringement**	1) REPLACE, LICENSE, OR MODIFY. If Construction Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Construction Contractor shall at its sole Cost and expense and in consultation with Agency either: a) Replace any infringing items with non-infringing ones; b) Obtain for Agency the right to continue using the infringing items; or c) Modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification. 2) CANCELLATION OPTION. In every case under 14.4, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, Agency may cancel the relevant Order or terminate the Contract and Construction Contractor shall take back the infringing items. If Agency does cancel the Order or terminate the Contract, Construction Contractor shall refund to Agency: a) For any software created for Agency under the Contract, the amount Agency paid to Contractor for creating it; b) For all other Materials, the net book value of the product or actual monies paid by the Agency provided according to generally accepted accounting principles; and c) For Services, the amount paid by Agency or an amount equal to twelve (12) months of charges, whichever is less. 3) EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

	a) Modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor; b) Operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or c) Combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.
14.5 **First Party Liability Limitation**	1) LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and General Conditions, Agency's first party liability arising from or related to the Contract is limited to the lesser of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim. 2) PROVISONS. This paragraph limits liability of any and all damages to which Contractor is entitled under this Contract for contract breaches or that comes out of performance or concerns this contract, regardless of the legal theory under which the liability is asserted. This paragraph 14.5 does not the effect of paragraph 6.2 of this Contract: 3) PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.6.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order. 4) NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Design Professional is required by the Contract to provide, and Design Professional shall obtain express endorsements that it does not.
14.6 **Information Technology Warranty**	1) SYSTEM MEASURES. Design Professional shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting Agency's proprietary data or confidential information. 2) INDIVIDUAL MEASURES. Design Professional personnel shall comply with applicable Agency policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Design Professional is responsible to Agency for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Design Professional shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Design Professional shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel. 3) ACCESS CONTROL. Design Professional is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Design Professional personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. Agency may restrict access by Design Professional personnel, or instruct Design Professional to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.7 Specific Remedies	Unless expressly stated otherwise elsewhere in the Contract, Agency's remedy for breach of warranty under this Contract includes, at Agency's discretion, re-performance, repair, replacement, or refund of any amounts paid by Agency for the nonconforming Work, plus (in every case) Design Professional's payment of Agency's additional, documented, and reasonable Costs to procure Materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the First Party Liability Limitation in paragraph 14.5. If none of the forgoing options can reasonably be affected, or if the use of the Materials by Agency is made impractical by the nonconformance, then Agency may seek any remedy available to it under law.

End of Uniform Terms and Conditions

STATEMENT OF WORK

1.0 INTRODUCTION

The State is requesting that qualified engineering firms submit Statements of Qualifications for on-call professional services.

Qualified firms may submit one or more SOQs as desired by discipline or may choose to submit a combined SOQ. Please make clear the intended discipline. Not more than 10 contracts may be awarded per discipline.

The objective of the State is to evaluate impacts to State Trust Land associated with proposed infrastructure projects and to prepare State Trust Land for future disposition and development.

2.0 BACKGROUND

The Department of Administration, General Services Division, in cooperation with the Arizona State Land Department (ASLD) has elected to contract with multiple qualified professionals to provide on-call, as needed services for projects of varying size and complexity.

The core mission of the ASLD is to manage State Trust lands as a multi-generational Trust in perpetuity. Trust revenues support 13 different beneficiaries including the Universities, the Arizona State Hospital, and the largest of the beneficiaries is K-12 Education.

In order to do this, ASLD determines the highest and best use for each parcel of Trust land. The Department may lease, auction, or hold the land, depending on what action will provide the best benefit to the Trust Beneficiaries.

3.0 LAND SURVEYING SCOPE REQUIREMENTS

The consultant shall be capable of providing ALTA Land Surveying services on Arizona State Trust properties. In addition to the design, the consultant shall be capable of providing survey, reports, studies, master planning, conceptual designs, construction administration, specifications, permitting, and budget estimates on an as needed basis. The consultant may supply all services ancillary to the projects. The consultant must be an Arizona registrant and properly licensed and certified to perform services in Arizona.

The Contractor will have the qualifications and internal capacity necessary to carry out the following surveying-related tasks to bring State Trust Land to auction. All services do not need to be performed in-house; the consultant shall be able to assemble a team to perform the required task.

3.1 General Requirements

3.1-A Projects will be directed by an Arizona State Land Department (ASLD), Project Manager, or other requesting agency, and will result in a Task Order to the

awarded On-Call Contract. The consultants will perform all services and construction administration required to achieve substantial completion.

3.1-B The purpose of this Request for Qualifications (RFQual) is to obtain competitive Statements of Qualifications (SOQ) for Land Surveying and Environmental Services.

3.2 Specific Requirements:

3.2-A The Contractor shall be required to utilize the services of a professional title company to obtain most recent title commitment.

3.2-B The Contractor will work directly with the State Agency that is responsible for the administration and oversight of this projects.

3.2-C Work performed shall conform to the minimum detail requirements for ALTA/NSPS Land Title Survey Standards (Effective, March 16, 2021). Contractor is responsible for obtaining the most current standards.

3.2-D The ALTA survey shall be prepared in accordance with a current title report and Schedule B and Table A.

4.0 ENVIRONMENTAL SITE ASSESSMENT SCOPE REQUIREMENTS

Contract services include performance of site management and site assessment. Services may include Phase I and II Environmental Site Assessments (ESAs) in accordance with current American Society of Testing Materials (ASTM) standards and U. S. Environmental Protection Agency (EPA) standards and/or guidelines. Some of the applicable ASTM standards are: E1527-13, E2247-08 and E1903-11. Other environmental services may include: Clean Water Act (CWA) Section 404 Permitting, Preliminary Jurisdictional Determination (PJD), Approved Jurisdictional Determination (AJD), Waters of the U.S. (WOTUS) Evaluation, Biological Evaluation.

The Contractor shall be capable of providing assistance the identification and recommendations of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by various pollutants.

4.1 General Requirements

4.1-A **Work Plan Preparation** may include the following documents:

4.1-A-(01) Quality Assurance Project Plans (QAPP) or Sampling and Analysis Plans (SAP): This includes preparation of a QAPP or a SAP. A QAPP or a SAP is site specific and should be prepared in accordance with the Task Order, if applicable. The QAPP or a SAP may also include development of data quality objectives

4.1-A-(02) Health and Safety Plan (HASP). Field Sampling Plan (FSP) and

Work plan: Prepare a site-specific HASP and FSP. Both documents may be included as part of the Work plan.

4.1-B **Work Plan** may include the following items:

4.1-B-(01) Locations of samples collected by all Contractors or Using Agency, which did investigations at the site

4.1-B-(02) A map or maps using all available data may include the following:

(02) (a) Concentrations of contaminants in soil;

(02) (b) Groundwater contaminant map with flow directions; and

(02) (c) Contour groundwater quality data

4.1-B-(03) Soil sample summary table (showing laboratory analyses and sample depth);

4.1-B-(04) Groundwater data summary table (showing groundwater elevation and laboratory analyses);

4.1-B-(05) A historical evaluation of the property describing past site uses;

4.1-B-(06) Remediation system design, installation, operation and maintenance; and

4.1-B-(07) Schedule of proposed work with times shown by units and not actual date.

4.2 Specific Requirements

4.2-A **Access:** Negotiating property access with the property owners. Assist the Using Agency by providing back-up documentation, such as warranty deeds and any other information, considered vital to obtaining access.

4.2-B **Phase I Environmental Site Assessments:** Conduct a Phase I ESA in accordance with ASTM current standards E 1527-13 and E2247-08.

4.2-B-(01) Phase I ESA are intended to determine the existence of recognized environmental conditions hazards, identify environmental liabilities and/or provide a preliminary screening to facilitate the assignment of site priorities. The major activities include visual inspection of the site and surrounding areas, document reviews, database reviews, aerial photographic interpretation, Geological background study and/or recommendations and conclusions

4.2-C **Phase II Environmental Site Assessments:** Conduct a Phase II ESA in accordance with ASTM standards.

4.2-C-(01) A Phase II ESA is a site investigation/characterization that may

determine the nature and extent of contamination in any and all affected environmental media at the site. The major activities include characterization and description of soils, groundwater, surface water, air or other affected environmental media with respect to location, nature, extent of migration of contamination sources and their proximity to potentially impacted receptors; characterization of the hydro- geologic setting to determine most likely contaminant migration pathways and physical features that could affect potential remedial actions; and the gathering of data and information to the extent necessary and sufficient to help quantify risk to public health and all aspects of the environment.

4.2-D Environmental analysis to support Clean Water Act Section 404 Permitting requirements which may include Preliminary and Approved Jurisdictional Determinations, Compensatory Mitigation Analysis, Water of the U.S. Evaluation, Biological and/or Environmental Resources Evaluation.

4.2-E **Contractor Support:** Provide support to the Using Agency to plan, monitor and control all work issued. The Contractor shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. Support may include but is not limited to, Administrative, Technical and Professional.

4.2-F **Subcontractor Management Cost:** Equipment rentals, commodities purchased, etc., with no mark-up, which are directly required for the completion of the project.

4.2-F-(01) Subcontracted Services are defined as follows: e.g. well drillers, laboratory services, IDW containerization and transportation, utility locators, archaeologists, consultant services (i.e. community involvement, groundwater modeling risk assessors, etc.), and similar trade professions.

4.2-G **Access Agreements and/or Consent Decrees:** The Contractor shall comply with all requirements established in Access Agreements and/or Consent Decrees entered into between the Using Agency and current/former property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Contractor.

5.0 DESIGN REQUIREMENTS

The Consultants shall provide all Design services required including but not limited to the following:

5.1-A Supporting Services

5.1-A-(01) Evaluation and documentation of as-built conditions.

5.1-A-(02) Testing and investigation as required as a reimbursable service.

5.1-B Evaluation and Planning

5.1-B-(02) Assist in evaluation of existing systems and priorities for improvement and replacement.

5.1-B-(03) Assist in developing appropriate budgets for identified projects.

5.1-B-(04) Assist in determining schedule and phasing for identified projects.

5.1-C Design Services

5.1-C-(01) Conceptual designs and studies as required.

5.1-C-(02) Development of design standards.

5.1-C-(03) Schematic design with alternative approaches for owner consideration.

5.1-C-(04) Design Development including outline specifications developing upon the schematic design.

5.1-C-(05) Construction Documents conforming to all applicable codes and containing the appropriate level of detail for the project to be accurately bid and efficiently constructed, with an updated estimate of probable construction cost.

5.1-C-(06) Bidding assistance for competitively bid work or assistance in obtaining quotes from current state Job Order Contract vendors.

5.1-C-(07) Contract Administration and Construction Observation services as required to sufficiently warrant that the construction is accomplished in accordance with plans, specifications and codes.

5.2 Design and Construction Administration

5.2-A *Schematic Design Phase (35%)*

5.2-A-(01) The detailed design services shall include, but not necessarily be limited to, all engineering, utility coordination and design,

communication design, structural, mechanical, electrical and civil engineering.

5.2-A-(02) The Professional shall review all laws, codes and regulations applicable to the services requested.

5.2-B *Design Development Phase (60% plans)*

5.2-B-(01) Upon owner approval of the Schematic Design and upon authorization from the owner, the Architect shall proceed with Design Development Services. modifications.

5.2-B-(02) The Design and Development documents shall illustrate and describe the development of the approved Schematic Design documents.

5.2-C *Construction Documents Phase (100%-Final CD's)*

During this phase, the architect and its consultants, will finalize all components, systems, materials and details of the project.

5.2-C-(01) A final construction estimate itemized by priority and further refined from the facilities survey estimate, which provides a realistic cost the owner may expect.

5.2-C-(02) Preparation of architectural, mechanical, electrical, security system plans and specifications defining material types and finishes.

5.2-C-(03) Construction Documents which comply with all applicable State and local Code requirements.

5.2-C-(04) The documents level of detail must allow the project to be accurately bid and efficiently constructed and with minimum disruption to the occupied facilities in the surrounding area.

5.2-C-(05) Site work, as required for the respective facility to include drainage and grading.

5.2-C-(06) Onsite utilities as required for the program needs of the respective facility and connection to the local utility systems.

5.2-C-(07) Asphalt paving and striping of parking areas, access roads and interior roads, if any, may be required.

5.2-D *Construction Phase*

5.2-D-(01) Contract administration and construction observation services are required to sufficiently warrant that the construction or

modifications are accomplished in accordance with the Contract Documents and code.

5.2-D-(02) The Engineer shall be required to procure and provide for any and all Special Structural Inspections, which may be needed throughout the Construction Phase of this project to ensure that the construction or any modifications are accomplished in accordance with the Contract Documents, Plans, Specifications and all applicable codes and regulations.

5.3 Schedule for Solicitation

The following schedule has been prepared for this project.

Last Day to Submit Questions: Thursday, June 22, 2023, 2 PM, Arizona Time
SOQs Due: Tuesday, June 27, 2023 by 2 PM, Arizona Time
SOQ Evaluation/Short List: Week of July 10, 2023
Negotiations: Week of July 10, 2023
Anticipated Award: July 21, 2023

5.4 State of Arizona Statutory Review Requirements

5.4-A *Statutory Review*

5.4-A-(01) All design drawings and specifications will go through the State of Arizona Statutory Review Process which includes Code Compliance by a 3rd party plan review.

5.4-A-(02) Design Professional shall submit plans and specifications and changes thereof for the project to the General Services Division for statutory review and final approval. Design submittals shall be coordinated with the Project Manager

5.4-A-(03) Plans and specifications one hundred (100) percent complete submitted for final statutory review shall be allowed one re-review to correct deficiencies. The Contractor shall be charged for any

subsequent re-reviews required by the Plan Examiner in the amount of $120.00 per hour. Plan Examiner re-review fee charges shall be

5.4-A-(04) deducted and reduce the Contractor's next monthly invoice amount due by the amount of the charge.

5.4-A-(05) Design Professional shall provide an electronic copy of all CADD design backgrounds created for this project to the Owner upon project closeout.

6.0 DESIGN PROFESSIONAL REQUIREMENTS

6.1 Licensing and Certifications

6.1-A Registration as a Technical Registrant in the State of Arizona at the time of SOQ submission.

	Request for Qualifications Attachments & Response Forms Solicitation No. **BPM005468** Description: **ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES**	Arizona Department of Administration **General Services Division** 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

Attachments for BPM005468 On-Call ALTA Land Surveying & Environmental Services contains the forms that are to be submitted as part of the Offer when responding to this Solicitation. Unless stated otherwise, all pre-printed forms provided in this document shall be completed using the document provided according to the instructions as stated in the solicitation.

OFFEROR MAY SUBMIT MORE THAN ONE PROPOSAL. PLEASE INDICATE WHICH DISCIPLINE YOUR PROPOSAL IS BEING SUBMITTED FOR. UP TO 10 CONTRACTS CAN BE AWARDED FOR EACH DISCIPLINE.

☐ **LAND SURVEYING** ☐ **ENVIRONMENTAL**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE SOLICITATION BEFORE COMPLETING THESE FORMS AND SUBMITTING THE OFFER.

LIST OF ATTACHMENTS

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APP Step-By-Step Guides and Quick Reference Guides are accessible on the APP website https://appstate.az.gov. Technical inquiries about submitting your offer in APP should be submitted to the APP Help Desk by phone at (602) 542-7600, option 1, or by email at app@azdoa.gov

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

	Request for Qualifications Attachments & Response Forms Solicitation No. **BPM005468** Description: **ON-CALL ALTA LAND SURVEYING & ENVIRONMENTAL SERVICES**	Arizona Department of Administration **General Services Division** 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

Attachment 1: Offer and Acceptance Form

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service and/or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status if checked below (No. 4).

Company Name	Signature of person authorized to sign
Address	Printed name and title
City, State, ZIP	Contact email address
Contact Phone Number (Office)	Contact Phone Number (Mobile)
Unique Entity ID (SAM #)	ROC #(s)
Federal Tax Identifier (EIN or SSN)	State Tax Identifier

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465.
3. The Offeror 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 shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ **IS/** ___ **IS NOT** a small business with less than 100 employees or has gross revenues of $4 million or less in prior FY.

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.

This Contract shall henceforth be referred to as Contract No._____.

The effective date of the Contract is _____.

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, contact release document or written notice to proceed.

State of Arizona Awarded this _____ day of _____ 2023

Procurement Officer_____

Attachment 2-A: Offeror Information Questionnaire

Failure to fully address all information requested may cause the statement of qualifications to be determined non-responsive.

1. Describe the firm's and the proposed lead team member's previous design and construction administration experience for projects similar in size and scope to this project.

2. Create a three-column chart. In the first column, list the past project title, budget, and year completed (listing only past projects with similar scope and budget within the past seven years) the firm has been the lead design professional. In the second column of the chart, list the names of any proposed key personnel and subcontractor(s) (if any) "team member" identified for this project that performed services for the project in column one and the team member's role for the listed project. In column three provide best practices and lessons learned for each project.

Past Projects (Within last seven years similar in size and scope.)	Proposed Key Personnel (Performing role on past project)	Best Practices and Lessons Learned
(ex) Project x, $4M, 20XX	John Doe, Architect	XXXXXXXXXX
(ex) Project y, $2.6M, 20XX	John Doe, Architect Jane Doe, Mechanical Engineer Jo Doe, Electrical Engineer	YYYYYYYYYY

3. In Attachment 3-B. Provide key personnel by the name, title, and directly responsible person who will be engaged in the work. An individual may be identified for more than one project discipline, or multiple individuals named to one single discipline. Describe each Individual's specific qualifications and experience directly related to each type of Services proposed. Focus on the proposed individual's specific duties and responsibilities and how project experience is relevant to each type of proposed Services.

Attachment 2-B: Experience and Organizational Profile

Failure to fully address all information requested may cause the bid to be determined non-responsive.

Firm Name		**Year Established**	
Principal Address (Street, City, State)			
Years' Experience performing services similar in size and scope as required by this solicitation.			
Years the organization has conducted business in the State of Arizona.			

CONTRACT REPRESENTATIVES TO CONTACT				
	Name	**Title**	**Telephone Number**	**E-Mail Address**
1				
2				

THREE (3) PROJECTS COMPLETED BY FIRM SIMILAR IN SIZE AND SCOPE / REFERENCES

1	**Client Company/Address**	**Contact**	**Begin Date**	**End Date**
		Phone Number	**Email Address**	
Services Provided Similar to Those Described in Solicitation				

2	**Client Company/Address**	**Contact**	**Begin Date**	**End Date**
		Phone Number	**Email Address**	
Services Provided Similar to Those Described in Solicitation				

3	**Client Company/Address**	**Contact**	**Begin Date**	**End Date**
		Phone Number	**Email Address**	
Services Provided Similar to Those Described in Solicitation				

Attachment 3-A: Method Proposal

(Method of Approach)

Response must demonstrate your comprehension of the objectives and services of this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ). Firms shall provide responses directly below the numbered questions in this attachment.

1. Substantiate how your team can most effectively undertake the requirements and responsibilities associated with the on-call professional services for the state of Arizona and your proposed team's understanding of this scope of services by:
   a) Providing an organizational chart clearly identifying the lines of authority.
   b) Describing your current workload and availability of designated team staff (including Sub-Consultants). Indicate the relationship of the work in this RFQual to the firm's other current projects.

   The following chart may be utilized to show current workload of proposed team members. Additional lines may be added as needed.

Project Team Member	Current Workload	Commitment	Total Availability
Name and Title:			
Name and Title:			
Name and Title:			

2. Describe your proposed team's general approach to managing on-call projects of various sizes and complexity meeting the requirements as stated in the Statement of Work Section.

3. Once the State has accepted the Design schedule, demonstrate how your firm will manage and maintain the schedule dates.

4. List standard turn-around time for design requests/changes, RFI's, submittals, and differing situations that may impact time constraints.

5. Detail your firm's quality control process related to specific plans, specifications and construction documents.

6. Does your firm have Procore Project Management Software usage experience?

7. Does your firm use dimension on the construction drawings? Explain your firm's design plans between scaling and dimensioning on Design drawings.

8. Are you able to put the pictures on the drawings with notes regarding tie-in points and locations?

Attachment 3-B: Key Personnel Proposal

KEY PERSONNEL LIST

OFFEROR NAME: Click or tap here to enter text.

Instructions: Answer all questions thoroughly in the spaces provided. This form shall be completed for each key personnel involved in performance of this contract. A separate resume (maximum one (1) page) may be included using the second page of this Attachment. The resume is to be used to supply relevant information pertaining to the performance of this contract and is to be supplemental to the information below and is not to be used to replace this form.

Click here to enter text.

Employee Name

Current Information

Position Currently Held in Firm: Click here to enter text.	
Years With Firm: Click here to enter text.	**Years in Current Position:** Click here to enter text.
Role Under this Contract: Click here to enter text.	
Years' Experience in Role Under This Contract: Click here to enter text.	**Hours per Week of Employee's Time Dedicated to This Contract:** Click here to enter text.
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract. Click here to enter text.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation. Click here to enter text.	
Describe the key personnel's experience in performing the services required by this contract. Click here to enter text.	
List the key personnel's job-related training and education. Click here to enter text.	

KEY PERSONNEL RESUMES

(Insert resumes here)

Attachment 3-C: Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

…

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq*., all offerors must select one of the following:

☐ The Company submitting this Offer **<u>does not</u>** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq*. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ The Company submitting this Offer **<u>does</u>** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq*.

☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

☐ Solicitation or Contract has an estimated value of less than $100,000;
☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

Attachment 3-D: Forced Labor of Ethnic Uyghurs Ban

Please note that if <u>any</u> of the following apply to the Contractor, then the Offeror <u>shall</u> select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq*., all offerors must select one of the following:

☐ The Company submitting this Offer **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- 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.

☐ The Company submitting this Offer **<u>does</u>** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor**

Indicate which of the following statements applies to the Contractor (may be more than one):

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☐ Contractor is a non-profit organization.

Company Name	Signature of person authorized to sign
Address	Printed name and title
City, State, ZIP	Contact email address / Contact phone number

Attachment 4: Pricing (Do Not Submit)

DO NOT SUBMIT OR INCLUDE ANY PRICING INFORMATION WITH STATEMENT OF QUALIFICATIONS

Attachment 5-A: Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

☐	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☐	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Offeror Company Name	Signature of Authorized Person
Address	Printed Name
City State Zip	Title

Copy of A.A.C. R2-7-103 [Confidential Information]
as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or

2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

Attachment 5-B: Conformance Statements

If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.

☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.

Attachment 5-B1: Conformance Statements Supplement 1

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Special Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Uniform Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

Company Name	Signature of Person Authorized to Sign

Attachment 5-B2: Conformance Statements Supplement 2

Exceptions to Scope of Work

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Scope of Work		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Pricing Document		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

Company Name	Signature of Person Authorized to Sign

Attachment 5-B3: Conformance Statements Supplement 3

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Special Terms & Conditions		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Uniform Terms & Conditions		
x	X Exception: Rationale:	x
x	X Exception: X Rationale:	x

Company Name

Signature of Person Authorized to Sign

	Contract Amendment I	
	Contract ID: **CTR066941**	**Arizona Department of Administration**
	Contractor: **SWCA ENVIRONMENTAL CONSULTANTS**	**General Services Division**
	Contract Amendment #1 / Date: 10/2/2023	1400 W Washington St, Ste B200 Phoenix, AZ 85007

ON-CALL ENVIRONMENTAL SERVICES

The above-mentioned contract is hereby amended as follows: In accordance with the Special Terms and Conditions, Section 5.0, Contract Changes.

SPECIAL TERMS AND CONDITIONS:

4.0 Costs and Payments

4.1 DELAY CAUSED IN WHOLE OR IN PART BY DESIGN PROFESSIONAL

If delay in the completion of the Project is caused in whole or in part by the actions or inaction of the Design Professional, the Design Professional shall indemnify the Agency against all reasonable Costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional at its own expense shall provide all Services (whether provided by the Design Professional itself or a Design Professional Subconsultant necessary to bring the Project back into compliance with the Schedule.

9.0 Contract Termination

9.1 TERMINATION FOR DEFAULT-DESIGN PROFESSIONAL

1) In addition to all other rights reserved to it under the Contract, Agency may terminate the Contract due to Design Professional's failure to:

   a) Comply with any term or condition of the Contract;
   b) Comply with any warranty made by Design Professional under the Contract;
   c) Obtain and maintain all required insurance policies, bonds, licenses and/or permits;
   d) Make satisfactory progress in carrying out the Work; or
   e) Furnish Agency with assurances satisfactory to Agency evidencing Design Professional's ability to complete the Work in compliance with all the requirements of the Contract.

2) Procurement Officer shall give written notice of the termination and the reasons for it. Upon receipt of written notice by Agency, Design Professional shall immediately discontinue all Services and will immediately terminate placing orders or entering into Subcontracts for Services, supplies, assistance, facilities or Materials in connection with this Contract. In addition, Design Professional shall proceed to cancel promptly all existing Subconsultants insofar as they are related to this Contract.

3) Upon termination under this paragraph, all documents, data and reports prepared by Design Professional under the Contract and all attributable Work in progress, Work completed, and Work accepted will become Agency's property, and Design Professional shall deliver all of it to Agency immediately upon a demand made by Agency.

4) Upon termination under this paragraph and as soon as practicable after receipt of notice of termination, the Design Professional shall submit a statement, showing in detail the Services performed but not paid for under this Contract to the date of termination. Agency shall then pay Design Professional promptly the accrued and unpaid Services to the date of termination, to the extent the Services are approved by Agency.

5) Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Services to replace those that were to have been provided or performed by Design Professional and/or Design Professional's Subcontractors, and Design Professional will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. Agency shall ascertain Cost to complete the balance of the Work under this Contract. If the Cost to complete the balance of the Work is greater than the unpaid Contract amount, Agency shall retain all unpaid balances and, in addition, Design Professional shall pay directly to Agency the difference in the unpaid balance and the Cost to complete the Work.

6) In the event the Agency terminates the Contract for default, the Agency shall be entitled to recover from the Design Professional any and all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any and all expenses, fees, and costs from appellate proceedings).

7) If a termination of this Contract by Agency for default later is determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Design Professional's remedies and compensation shall be limited to those for a termination for convenience under the Contract.

8) Except as expressly provided in this paragraph, in no case shall Agency pay Design Professional any additional monies other than those previously paid under the Contract.

11.0 DESIGN PROFESSIONAL RESPONSIBILITIES

11.1 MANAGEMENT OF SCHEDULE.

The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the approved Schedule as amended and approved by the Agency. The Agency shall seek the Design Professional's input if any change in the Agency's requirements affects the Schedule. The Design Professional acknowledges and agrees, absent fault of the Agency or force majeure, that if the agreed-upon design milestones in the Schedule are not met, the Design Professional will, at its own expense, accelerate the Work, including accelerating the Work to be performed by (or replace) delinquent Design Professional Subcontractors and retain such additional resources as necessary to return the Project to compliance with the Schedule.

ATTACHED: Full Special Terms and Conditions revised by Amendment I.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

SPECIAL TERMS AND CONDITIONS AMENDED

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. 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.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 **Co-Op Buyer**

"Co-Op Buyer" means 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 "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 IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2 Eligible Agency

"Eligible Agency" in the use of this contract shall mean any State of Arizona agency, university, commission, or board. The State reserves the right to expand the definition of "Eligible Agency" to include Co-Op Buyer as defined in the Special Terms and Conditions paragraph 1.2 at time of a Contract Extension.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 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 a term not to exceed five (5) years unless canceled, terminated, or permissibly extended.

4.0 Costs and Payments

4.1 **Delay Caused in Whole or In Part by Design Professional**

If delay in the completion of the Project is caused in whole or in part by the actions or inaction of the Design Professional, the Design Professional shall indemnify the Agency against all reasonable Costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional at its own expense shall provide all Services (whether provided by the Design Professional itself or a Design Professional Subconsultant necessary to bring the Project back into compliance with the Schedule.

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

6.1 **Indemnification Clause**

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 sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2 Insurance Requirements

6.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

6.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

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

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

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

6.3.2 Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

6.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000

- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

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

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

6.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

6.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

6.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The

State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

6.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

9.1 Termination for Default – Design Professional

1) In addition to all other rights reserved to it under the Contract, Agency may terminate the Contract due to Design Professional's failure to:
   a) Comply with any term or condition of the Contract;
   b) Comply with any warranty made by Design Professional under the Contract;
   c) Obtain and maintain all required insurance policies, bonds, licenses and/or permits;
   d) Make satisfactory progress in carrying out the Work; or
   e) Furnish Agency with assurances satisfactory to Agency evidencing Design Professional's ability to complete the Work in compliance with all the requirements of the Contract.
2) Procurement Officer shall give written notice of the termination and the reasons for it. Upon receipt of written notice by Agency, Design Professional shall immediately discontinue all Services and will immediately terminate placing orders or entering into Subcontracts for Services, supplies, assistance, facilities or Materials in connection with this Contract. In addition, Design Professional shall proceed to cancel promptly all existing Subconsultants insofar as they are related to this Contract.
3) Upon termination under this paragraph, all documents, data and reports prepared by Design Professional under the Contract and all attributable Work in progress, Work completed, and Work accepted will become Agency's property, and Design Professional shall deliver all of it to Agency immediately upon a demand made by Agency.
4) Upon termination under this paragraph and as soon as practicable after receipt of notice of termination, the Design Professional shall submit a statement, showing in detail the Services performed but not paid for under this Contract to the date of termination. Agency shall then pay Design Professional promptly the accrued and unpaid Services to the date of termination, to the extent the Services are approved by Agency.
5) Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Services to replace those that were to have been provided or performed by Design Professional and/or Design Professional's Subcontractors, and Design Professional will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. Agency shall ascertain Cost to complete the balance of

the Work under this Contract. If the Cost to complete the balance of the Work is greater than the unpaid Contract amount, Agency shall retain all unpaid balances and, in addition, Design Professional shall pay directly to Agency the difference in the unpaid balance and the Cost to complete the Work.

6) In the event the Agency terminates the Contract for default, the Agency shall be entitled to recover from the Design Professional any and all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any and all expenses, fees, and costs from appellate proceedings).
7) If a termination of this Contract by Agency for default later is determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Design Professional's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
8) Except as expressly provided in this paragraph, in no case shall Agency pay Design Professional any additional monies other than those previously paid under the Contract.

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 Design Professional Responsibilities

11.1 Management of Schedule The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the approved Schedule as amended and approved by the Agency. The Agency shall seek the Design Professional's input if any change in the Agency's requirements affects the Schedule. The Design Professional acknowledges and agrees, absent fault of the Agency or force majeure, that if the agreed-upon design milestones in the Schedule are not met, the Design Professional will, at its own expense, accelerate the Work, including accelerating the Work to be performed by (or replace) delinquent Design Professional Subcontractors and retain such additional resources as necessary to return the Project to compliance with the Schedule.

12.0 Agency Responsibilities

No modifications to uniform terms and conditions section.

13.0 Data and Information Handling

No modifications to uniform terms and conditions section.

14.0 Information Technology Work

No modifications to uniform terms and conditions section.

End of Section

GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department Agriculture, Forest Service, Coconino National Forest

Grant Project Title: Flagstaff Watershed Protection Project (FWPP) – Midway Project

Grant Number: 19-CS-11030408-025

FEDERAL STANDARD GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions.

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(a) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps shall include:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
(6) The Prime Contractor, if subcontracts are to be let, take affirmative steps listed in paragraph (b)(1) through (5) of this section.

Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “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.

(2) “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.

Procurement of recovered materials.
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. 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 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.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
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).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest
The City (grantee) and Contractor (subgrantees) will maintain a written code of
standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be
involved. Such a conflict would arise when:
(i) The employee, officer or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for

penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICES, COCONINO NATIONAL FOREST PROVISIONS

(A) TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; orb) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and **contractors** are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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.

(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 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."

(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.

(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.

(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.

(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).

(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 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.

(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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

APPENDIX D
GENERAL REQUIREMENTS FOR CONDUCTING ARCHAEOLOGICAL SURVEY ON THE COCONINO NATIONAL FOREST

(March 12, 2010)

Principal Investigator, project supervisors and crew leaders must have the following minimum qualifications:

1. A graduate degree in anthropology, specializing in archaeology, or equivalent archaeological experience.

2. At least 16 months of professional experience and/or specialized training in archaeological field work, artifact analysis, and administration.

3. At least three months experience in archaeological survey or excavation on the Coconino National Forest.

4. Demonstrated competence in collecting, handling, analyzing, evaluating, and reporting archaeological data.

5. A demonstrated ability to plan, equip, staff, organize, and supervise a cultural resources survey.

6. The demonstrated ability to accurately locate archaeological sites on U.S.G.S. 1:24,000 maps, aerial photographs, in addition to demonstrated ability in the use of GPS units.

7. Demonstrated competence in identifying the prehistoric ceramics found within the Coconino National Forest, using the type names defined in the Museum of Northern Arizona Ceramic Series publications and as additionally described in the references listed below.

Each crew member must have the following minimum qualifications:

1. At least 12 semester hours of credit in archaeology, anthropology, and/or history courses. Courses must include information on the conduct and theory of archaeological survey and excavation.

2. At least three months field experience in archaeological survey.

3. Crew members not meeting these requirements must work under the direct field supervision of a crew leader or project supervisor.

COORDINATION WITH ARCHAEOLOGICAL PERMIT REQUIREMENTS

All individuals proposed to work as principal investigators, project directors, or in other supervisory capacities must be approved by the Forest Archaeologist before that person may direct archaeological work.

Individuals, institutions, groups, and agencies applying for an archaeological permit will submit the *Vitae* of all persons who may work under the permit to the Forest Archaeologist. If additional individuals are recruited to work under the permit after its issuance, *Vitae* of these additional individuals must also be submitted to the Forest Archaeologist. Information in the *Vitae* will be used to verify that individuals meet the requirements listed above.

FIELD EXAMINATION IN LIEU OF EDUCATION/EXPERIENCE REQUIREMENTS

Individuals who do not meet the requirements listed above may demonstrate their competency in those areas by successfully surveying, documenting, and reporting a 40-acre test plot as per the requirements of this document.

Upon request, the Forest Archaeologist will assign a 40 acre test plot and will determine the adequacy of the survey and reporting results. Upon successful completion of the test, individuals will be approved by the Forest Archaeologist to survey under the conditions of an archaeological permit.

GENERAL SURVEY STANDARDS

1. Before beginning work, the District Archaeologist and/or Forest archaeologist are to be consulted regarding the 1. Forest Geospatial databases for previous site and survey data; 2. Infra database for site record and eligibility information; 3. Hard copy or digital records to determine the extent of previous survey work and recorded sites are known or reported in the survey area.

2. **Minimum Survey Sizes:** To maximize meaningful survey results, economy of effort, and minimize reporting error, the minimum acceptable survey unit size is ***3 acres***, centered on the project location.

For roads and other linear projects that are 30 ft. or less in width, surveyors shall survey a minimum of 132 ft. (66ft on either side of the center line) along the center line of the project. For linear projects with widths greater than 33 ft., the right-of-way plus 66 ft. on both sides of the right-of-way shall be surveyed. Having standard survey widths makes survey record checks more efficient to do, maximizes field survey efficiency, and provides a buffer that can accommodate most ancillary project activities and minor realignments.

3. Each crew must be directly supervised in the field by a crew leader who meets the supervisory requirements listed above. Individual survey crews may be no larger than five people.

4. In order to ensure complete, intensive coverage of survey areas, surveyors should be spaced no more than 20 meters (66 ft) apart. Spacing should be reduced as needed by vegetation and ground cover to ensure complete, intensive coverage. Map, compass, aerial photographs, and GPS units shall be used as needed to ensure systematic, even coverage of survey areas.

5. For areas other than linear projects, survey beginning and end points shall be easily relocatable on the ground – such as washes, roads, meadow edges, timber sale boundaries, etc.

6. All work conducted under permit is subject to inspection and approval by the District and/or Forest Archaeologist. Geospatial extent of survey should be captured using GPS equipment.

ASSIGNMENT AND USE OF FOREST SERVICE SITE NUMBERS

Because of land exchange programs, Congressional and administratively determined land-management authorizations, and federal responsibilities for sites on non-federal lands when they are part of a federally authorized or assisted project (as per 36 CFR 800.16(y), all sites within the boundaries of the Coconino National Forest may be assigned a Forest site number.

Archaeological permittees will request Forest site number and site tags from District or Forest archaeologists.

Forest site number will be used as the ***primary*** site reference number in reports, forms, correspondence, records, and other documentation resulting from the project. The Forest site number must appear in reports each time a site is referenced.

DEFINITION OF "SITE" AND "ISOLATED OCCURRENCES"

Site

All cultural resources sites encountered are to be identified and recorded. For general purposes, a cultural resource site is defined as a locus of prehistoric or pre-1960**historic human activity at a level of intensity normally involving evidence of purposeful behavior beyond the level of one or a few (less than 25) accidentally deposited artifacts.

**Concern regarding unassociated trash dumps…
Bottom line….when do we call a trash dump a property/site inversely when it is an IO.
-Down in the Dumps other context documents
-Previous SHPO consultation (meetings and recent reports)
-FS/CNF Perspective….
-Time depth…..
-These are being documented (as IOs) in the CNF geospatial database.

Minimal site identification criteria include at least one of the following:

(a) One or more features,
(b) One formal tool if associated with other cultural material or more than one formal tool,
(c) an occurrence of three or more types of artifacts or materials,
(d) two types of artifacts or material in a density of at least ten items per square meter
(e) a single type of artifact or material in a density of at least 25 artifacts.

Add in document: - For any questions or clarification on site/IO definition please contact the District and/or Forest Archaeologist.

Isolated Occurrences

Occurrences of artifacts at less than the above shall be classified as "Isolated Occurrences". Three classes of Isolated Occurrences are recognized – Features, Scatters, and Isolated Artifacts:

A "Feature" is a construction that due to its recent nature or lack of association is not designated as a "site". Examples would be an abandoned road, old fence line, or a recent campfire ring. Isolated trash
dumps in excess of +25 artifacts may be called a feature…. Features may or may not be recommended for protection from project activities. Isolated prehistoric features, such as grinding slicks, pecked hand and toeholds, or bedrock mortars, will normally be recorded as a site.

Trash Dumps

> Isolated historic period trash dumps ***without a known source or context***, particularly post-1940, will generally be considered to be "Features" rather than "sites", regardless of artifact density and diversity. **(See Down in the Dumps)** When reporting historic period trash scatters and dumps, descriptions should include the size of the dump or trash concentration, estimate the numbers of different types of trash items present, a possible date for the trash, and suggest the activity(ies) the trash represents. Also, discuss implications for age, gender, and ethnicity suggested by the trash.

"Scatters" (less than 25 artifacts). However, a "pot bust" is considered to be a scatter, even if it contains more than 25 sherds.

"Isolated Artifacts" (an occurrence of ONE single item)

GENERAL SITE LOCATION AND RECORDING STANDARDS

1. All cultural resource features, sites, scatters, and isolated artifacts encountered are to be identified and recorded.

2. Each site discovered shall be plotted and identified with its Forest site number at the time it is recorded on USGS topographic maps. The use of a Global Positioning System (GPS) unit to delineate survey areas and site locations is required. Reports and site cards will identify the GPS unit model used to plot project and site areas. At a minimum, the location of the site tag (datum), preferably near the center of the site or by the most obvious feature, must be taken. In addition, site boundaries must be captured using GPS. Locations will be reported using Universal Transverse Mercator (UTM) coordinates, North American Datum (NAD) 1983.

Geospatial data shall be submitted in an NRM Heritage Mobile format, consistent with CNF standards. A blank geodatabase template may be provided for collection of data for input into the NRM Heritage Mobile application.

3. From 1975 until about 2000, before reliable, inexpensive Global Positioning units were available, aerial photographs and acetate overlays were routinely used to plot the locations of archaeological sites. These aerial photographs and acetates are often invaluable for re-locating sites recorded before 2000. They may be borrowed from the Forest to assist in locating survey and site areas as well as a backup method, other than GPS, for locating sites and survey areas.

4. Digital Photos Digital Standards: Minimum 1600 x 1200 at 5 megapixel
Digital photographs will be provided on a CD or another electronic transfer device as part of the project electronic documentation submitted with the final report. Alternative formats for electronic data submission should be agreed upon with the District or Forest archaeologists before field work begins.

Photographs should show site features, diagnostic pottery, projectile points, and other artifacts, as well as identifying site characteristics and important landmarks for relocating the site. The use of a mug board with the site identification number clearly visible in the photograph is desirable. File

Photographs will use the following digital naming format: District prefix followed by site number followed by a number, and descriptive information. For example 02-2491. 01.site overview.north.date.jpg OR include a photo log (provided by CNF) to detail photo information. Photo logs are required for 'detailed' projects such as data recovery. Photo logs are to be provided in the same data folder as the digital photos when provided to the CNF. Other photos, such as scenic, project, etc, titled as descriptive.

5. Each newly discovered site shall be entered into the USFS NRM electronic site recording system by the contractor/researcher or any other permitee through the NRM Heritage Mobile application, available for Windows or Android. Final site forms are exported from the NRM database. Information and downloads of the requisite formats can be obtained from the District and/or the Forest Archaeologist. In addition, hard copy site forms covering information listed on the Coconino National Forest site form must also be provided. In some special cases, with the permission of the Forest Archaeologist, another form may be used in an electronic MS WORD format (available from the Forest Archaeologist on request). Except for site plans and locational maps, hand written cards will not be accepted. Information contained on the site form is to be consistent with the "Instructions for Completing Site Inventory Forms" in the Coconino National Forest's Archaeological Procedural Manual (Attachment

Other instructional site forms may be acceptable for certain specific projects. The Forest Archaeologist should be consulted if it is desired to use other site forms. Both hard copies, as well as electronic copies, of site forms will be provided to the District or Forest Archaeologist upon completion of the project.

6. Isolated Occurrences: There are three types of Isolated Occurrences- Features, Artifact Scatters, and Isolated Artifacts. They shall be plotted through use of GPS and included on report maps. Each Feature, Scatter or Isolated artifact is to be described using the format provided in the geodatabase template that will be provided. This table should be included in the final report.– e.g. Scatter 1, 2, 3, etc.: Isolated Artifact 1, 2, 3, etc. that includes a description of the feature or artifacts and the UTM coordinates for their location. When possible, isolated occurrence descriptions will include associated dates, cultural affiliation, material type, ceramic type, and other information relating to the context of the isolated occurrence to be described in the Comments field.

ARTIFACT COLLECTION AND ANALYSIS

Collections may not be made under the authority of Non-disturbing Permits. Collections may only be made under Disturbing Permits, when working under a direct contract to the Forest (prime contractors only, not sub-contractors), or unless arrangements are worked out in advance with the Forest Archaeologist.

When artifact collection is allowed:

1. Collections may be made by the archaeologist in the field at the direction of the District and/or Forest. Instances would include rare finds, such as whole or nearly whole vessels, jewelry, diagnostic projectile points, etc., will be collected. Any artifact collected must first be located using a GPS unit. Collections remain the property of the U.S. Government and will be submitted to the Smithsonian Approved Repository listed in the permit or to the Forest Archaeologist upon completion of the project unless otherwise agreed to.

If found on a site, such rare finds are to be plotted on the site sketch with UTMs listed. If within a scatter or an isolated artifact, they are to be GPS plotted and included on a USGS topographic map in the report. UTM coordinates and related information will be provided to the Forest and listed in the report. The report will also specifically state when individual artifacts are collected.

2. Ceramic Analysis: Archaeologists should expect to encounter ceramic types in the Alameda Brown Ware, Tusayan White Ware, Tusayan Gray Ware, Tsegi Orange Ware, Little Colorado White Ware, Little Colorado Gray Ware, San Francisco Mountain Gray Ware, and Mogollon Brown series. Other types may also be present in small numbers. Sherds shall be identified to the type level according to the standard type descriptions in Carlson (1970), Hays-Gilpin and van Hartesveldt (1998), Henderson (1979), and the *Museum of Northern Arizona Ceramic series* (Abel 1955, Colton 1955, 1956, 1958; Colton and Hargrave 1937) unless otherwise agreed to with the Forest Archaeologist.

3. Lithic Analysis: Archaeologists should expect to encounter artifacts manufactured from sandstone, quartzite, rhyolite, obsidian, chert, petrified wood, and other siliceous and igneous materials. The typology used in classifying lithic artifacts shall be explained in the final report and the lithic material type identified for each artifact or class of artifacts observed or collected. At a minimum manos should be identified by material and whether they are "one-hand" ("basin") or "two-hand" ("trough") in size, and whether they are unifacially or bifacially worked. Metates should be identified as being a grinding slick, a basin metate, or a trough metate. (See Adams1996, Haury 1950, Woodbury 1954)

SITE TAGS

All sites found during the project must be marked with the Forest's aluminum site tags, unless other arrangements have been agreed to by Forest Archaeologist. Before beginning field work, the archaeological permittee should obtain a supply of aluminum site tags from the District or Forest Archaeologist which will be used to mark all sites recorded. Tags that are not used shall be returned to the District or Forest Archaeologist at the end of the project.

The aluminum site tag will be nailed on the south side of a tree near the center of the site, no more than 6 in. above the ground. If no tree is available, the site tag will be attached to the end of a metal wire or stake, driven into the ground at the center of the site, and a small rock cairn erected around the wire or stake. Suggested cairn height is 1 ft.

SITE MARKING STANDARDS

When sites must be marked for avoidance from project activities, they shall be marked on the ground in the following manner:

(A) The perimeter of the site will be marked by spraying a white horizontal band, at least two inches wide, at a height of approximately 6 ft. above the ground, around trees that circle the site. In addition, a spot above 6 in. in diameter will be painted at the base of each tree so banded with the spot facing into the site.

(B) The perimeter of the site will be additionally marked by tying pink fluorescent flagging tape at chest height on the painted trees with the knot and a trailing strand of flagging tape on the outside of the tree, facing away from the center of the site.

(C) Both painted bands and flagging tape must be inter-visible and not obstructed by branches or foliage. White painted stakes, posts, or lathe that are clearly visible may be used to identify site

boundaries when tree trunks are difficult to mark, there are no trees to paint, or there are no shrubs or rocks present to which the flagging tape can be attached.

GENERAL SURVEY REPORT STANDARDS

As a minimum, reports resulting from the project shall provide the following information:

(A) Legal location of the project area, identified by reference to a USGS map and the ` Township(s) Range (s), and Section (s) examined by the project.

(B) Identify the Ranger District (s) on which the survey was done by District name(s).

(C) Provide the dates during which the survey was done.

(D) Identify by name and position the people who performed the survey and who directed or otherwise had administrative responsibility for the project and survey work..

(E) Describe the manner in which the survey was conducted and the spacing between surveyors or survey transects.

(f) State any factors influencing survey type or ground visibility.

(G) If less than 10 acres, state approximate dimensions of survey area in feet and provide total acreage surveyed for each survey unit as well as total area surveyed.

(H) Provide summary information of number of sites, Isolated Occurrences (sub-divided under the headings of Features, Scatters, and Isolated Artifacts) that were identified. All maps will include a north arrow (indicating true north) and must accurately depict areas surveyed and locations of sites and Isolated Occurrences. For the report, 1:24,000 scale maps shall be cut, printed, or otherwise reproduced onto 8 ½ x 11-inch paper to facilitate making future copies of the report. If sites are shown on the maps, the map must contain the statement “For Official Use Only. Disclosure of Site Locations is Prohibited (36-CFR-296.18)”.

(J) All typing and illustrations used in the report must be of suitable quality to provide a clear, legible copy when used on a monochrome duplicating machine. Alternatively, report copies in an electronic format may be submitted.

(K) When sites have multiple site numbers, the Forest site number will be the primary reference used in the report. Other site numbers will be listed following the Forest site number or, if more than five sites are contained within the project, a concordance table listing all site numbers will also be included in the report.

(L) Culture History and Environmental sections should be kept minimal, unless such information is vital to later sections of the report, or if this information is specifically addressed in later sections. Referencing existing reports and sources providing such overview information is preferred.

(M) Only discuss sites that are within or immediately adjacent to the project area.. Do not reference sites outside the project area. For overview sections of reports, or for reporting previous surveys and sites in the vicinity of the project. DO NOT provide any GPS information or precise

site plots on maps. Site numbers may be printed in their general vicinity, but precise plots or locational information for sites outside of project areas are not allowed unless prior arrangements have been made with the Forest Archaeologist.

Exhibit 4 provides an outline of the minimal information required for all reports.

DOCUMENTS TO BE PROVIDED TO THE FOREST ARCHAEOLOGIST

One original of all reports prepared from data originating from the survey, completed original site inventory forms, completed computerized site cards, photographs (if used in the report), site digital photographs, and USGS maps, as above, showing all sites and Isolated Occurrences.

Unused tags shall be returned to the District or Forest Archaeologist upon completion of the project or submission of the final report. The report will be reviewed by the District and/or Forest Archaeologist and, if needed, returned with comments and suggestions for revision. Revisions will be made within a mutually agreed upon time frame, and the final report submitted to the Forest Archaeologist.

Copies of site records for sites not on Forest land, but located within the boundaries of the Forest, will also be provided as above.

FUTURE USE OF DATA COLLECTED UNDER PERMIT

The permittee may use archaeological data resulting from this survey for future research purposes. However, as per conditions of Forest Service archaeological permits, the permittee agrees to provide three copies of any manuscripts, reports, and publications pertaining to the survey data to the Forest Supervisor within one month of its completion and/or publication. Manuscripts prepared for possible publication will be submitted once they have been completed in addition to any published versions that may be produced at a later date.

CONDITIONS OF USE OF DATA PROVIDED BY CNF

Disclosure of site locations is prohibited by 36-CFR-800-296.18. These files and scans are the property of the USFS and are being loaned to you soley for official use for this project. They may not be duplicated to anyone outside your organization without written permission, and the precise locations of these sites are not to be disclosed in reports unless they are within the area of direct project impacts (the area identified in the project permit application.) Upon completion of the project, you agree to destroy all copies and versions of this information and will notify The Forest and/or District Archaeologist when this has been done.

Included in Exhibit 5 are the specifics regarding the sharing and disposition of geospatial data.

By accessing these files you are acknowledging your acceptance of these conditions.

STANDARDS FOR ACCEPTANCE OF WORK

Pre-field and field research, laboratory analysis, and reports are to meet professional archaeological standards determined through review by the Forest Archaeologist.

Pre-field research should be adequate to identify previously known or suspected locations of prehistoric and historic archaeological sites. At a minimum, this includes the permittee's inspection of the Forest Archaeological Atlas, Historic Maps, and Logging Railroad Maps.

Field research should be adequate to identify and properly located 95% of all sites, and 75% of all Isolated Occurrences in the survey transects.

Laboratory analyses must correctly identify 75% of artifacts encountered, including ceramic types, artifact types, and the material from which artifacts were made. If artifact nomenclature is different from standard terminology (e.g. Adams 1996; Haury 1950; Gillio, Levine, and Scott 1980; Rock 1980; Sliva 1997) this is to be defined and explained in the final report.

Reports must contain the information mentioned above and must be written in a style that is clear, concise, and, most importantly, well organized and easy to use. Poor writing, organization, production, etc. are grounds for rejection of the report. There should be no more than three errors in spelling, grammar, punctuation, and typing per page of the report. Legal descriptions in the report must agree with those shown in maps and figures. All sites, scatters, isolated artifacts and features mentioned in the report must be shown on the report maps and vice versa.

All site information is to be on the site card, or a site card addendum, if needed. Reports should not contain any information about a site that is not also included on the site form. If information is found in the report that is not on the site cards, the report and site cards will be returned for revision.

Appropriate knowledge of the prehistory and history of the Forest must be demonstrated by use of correct terminology, dating, and citations of primary references (e.g. Colton 1946), as well as the most recent publications pertinent to the cultural resources of the Forest.

Additional standards and requirements may be established for specific projects and will be discussed by the Forest Archaeologist and permittee at the time the permit is issued or prior to beginning fieldwork for a specific project.

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-46 and Ordinance No. 2025-19: 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-25-00028 - High Occupancy Housing Update" 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. 2025-46
2. Read Ordinance No. 2025-19 by title only for the final time
3. City Clerk reads Ordinance No. 2025-19 by title only (if approved above)
4. Adopt Ordinance No. 2025-19

Executive Summary:

The City is requesting a modification to the Zoning Code provisions in Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.030: Residential Zones, Table 10-40.30.030.C: Residential Zones -- Building Form and Property Development Standards, and Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.C. Commercial Zones --Building Form and Property Development Standards, to remove specific density requirements for properties within the Resource Protection Overlay (RPO). This amendment also includes modifications to Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.170: High Occupancy Housing (HOH) Developments and Mixed-Use High Occupancy Housing Developments to remove requirements tied to land use categories within the Regional Plan and to streamline general requirements for HOH projects. Lastly, the amendment includes modifications to existing definitions for HOH land uses as found in Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080: Definitions "H" and Section 10-80.20.130: Definitions "M".

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated 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 Zoning Code Text Amendment.

Background and History:

In February 2018, the City Council adopted the citywide High Occupancy Housing (HOH) Specific Plan, and associated amendments to the Regional Plan. The HOH Plan was developed in response to the community's dialogue about previously proposed high-intensity developments near historic neighborhoods that primarily

catered to college students. The purpose of the HOH Plan is to provide direction in the form of goals and policies intended to enhance and maintain the city's character and guide future developments that would be considered High Occupancy Housing (HOH). The HOH Plan identified dozens of strategies that could be implemented to address the unintended impacts of these buildings on neighborhood character, affordability, and transportation. After the adoption of the HOH Plan, staff received direction and affirmation from City Council on October 8, 2019, to address smaller developments not originally in the scope of the HOH Plan that may also be considered as HOH. The smaller HOH developments that staff were directed to consider are single-family, two-unit (duplex), three-unit (triplex), and multiple-family developments.

On November 17, 2020, the Flagstaff City Council adopted the High Occupancy Housing Zoning Code Text Amendment, which became effective on March 1, 2021. A conditional use permit is required for any development meeting the definition of High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD).

A High Occupancy Housing Development (HOHD) is any of the following:

- Single-family dwelling unit with seven or more bedrooms, or five or more sanitation facilities.
- Duplex or two dwelling units on a lot or parcel with more than a total of seven bedrooms, or if any of the dwelling units contain four or more sanitation facilities.
- Multiple-family developments with three dwelling units on a lot or parcel with more than a total of nine bedrooms, or if any of the dwelling units contain four or more sanitation facilities.
- Multiple-family development with four dwelling units or greater on a development site with any of the following:
    - More than 20 percent of the total dwelling units have four bedrooms or more;
    - One or more of the dwelling units contain four or more sanitation facilities;
    - The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property's designated zone;
    - Or, if the property elects the transect zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.
- A Mixed-Use High Occupancy Housing Development includes any of the following:
    - More than 20 percent of the total dwelling units have four bedrooms or more;
    - One or more of the dwelling units contain four or more sanitation facilities;
    - The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an MHOHD in accordance with the building form and property development standards of the property's designated zone.
    - Or, if the property elects the transect zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.

In addition to the requirement for a Conditional Use Permit for all HOH Developments, the Zoning Code was amended to include bedrooms per acre requirements, revised density standards based on location within an activity center, and location and building size requirements dependent upon different activity centers or commercial corridors as identified in the current Regional Plan. The draft Regional Plan is in the process of being prepared for public hearing and will impact the existing HOH zoning requirements because of the changes to activity centers and corridor land use designations.

The High Occupancy Housing general requirements within the Zoning Code include several provisions that are based on classifications within the Regional Plan. For example:

- An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan (Regional Plan).
- Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.

The Regional Plan currently has 27 activity centers located entirely within the city limits. These activity centers are dispersed throughout the city limits. If a property owner has a parcel or lot outside an activity center, they may not apply for a Conditional Use Permit for a High Occupancy Housing Development with four or more dwelling units. The primary catalyst for pursuing changes to High Occupancy Housing general requirements is the required update to the Regional Plan, which must occur every 10 years according to state statutes. The draft plan includes significant changes to activity centers and commercial corridors. These changes include the category, area, and number, which modifies which properties are eligible to apply for a conditional use permit. This

amendment removes these references to designations in the Regional Plan and rather tie them to other codes and official designations.

In addition to the general requirements for HOHD and MHOHD projects, this zoning code text amendment altered the density requirements for all residential projects within the Resource Protection Overlay (RPO) as well as adding bedroom density allowances for all residential developments. HOHD or MOHD projects in commercial zones can exceed both maximum unit and bedroom density through the Conditional Use Permit process. Before this amendment, the Zoning Code included separate dwelling unit density standards for properties inside the RPO versus outside the RPO. For example, in the High Density Residential zone, properties outside the RPO were allowed a maximum of 29 units per acre and properties inside the RPO were allowed a maximum of 22 units per acre. The amendment added a third category for properties within the RPO and within the pedestrian shed of an activity center and provided the same density as if the property was outside the RPO (so, in this example, 29 units per acre). Changes to existing activity centers may create new legal non-conforming properties and limit the development potential of others. The amendment proposes to allow all parcels within the same zone, regardless of the RPO or activity center, to have the same density allowance.

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;
Flagstaff Regional Plan 2030
Policy LU.10.6. In mixed use developments, encourage residential uses located above and behind commercial uses within urban areas as well as a variety of housing types where appropriate.
Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.
Policy LU.18.17. Mixed use developments over 50 units per acre should be located in regional-scale activity centers.
Policy NH.1.7. Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale.
Policy NH.3.4. Reuse former brownfields, vacant buildings, and commercial buildings to provide new mixed-use and/or housing options.

Most goals and policies within the Regional Plan that apply to High Occupancy Housing are primarily focused on large scale mixed-use developments. None of the goals and policies are specific to the zoning code requirements which regulate these types of developments. The proposed amendment does not conflict with any of the existing goals and policies. The amendment will require that any future Conditional Use Permits for an HOH development be reviewed for conformance with these goals and policies in addition to the High Occupancy Housing Specific Plan. Once of the primary purposes of this proposed amendment is to address anticipated changes in the land use categories within the draft Flagstaff Regional Plan 2045.

High Occupancy Housing Specific Plan
The following goals were developed in reaction to the development of large-scale mixed-use projects in Flagstaff after the adoption of the new Zoning Code in 2011 which encouraged mixed use projects by not restricting density.
Goal 1: Promote HOH buildings that connect and enhance existing urban patterns and historic activity centers.
Goal 2: Promote HOH primarily as a part of complete activity centers.
Goal 3: Leverage HOH to create more efficient and equitable transportation.
Goal 4: Enhance public spaces where HOH is located.
Goal 5: Strongly incentivize historic preservation and adaptive reuse.
Goal 6: Reduce waste and increase energy efficiency of HOH developments.
Goal 7: Improve NAU and City programs and tools for managing off-campus student housing.
Goal 8: Promote economic resiliency through building design in HOH developments.
Goal 9: Promote affordability and sustainability incentives.
Goal 10: Set legislative priorities for new tools to address HOH.

Like the Regional Plan goals and policies, the HOH specific plan focuses on large mixed-use developments. The Zoning Code includes a broad array of definitions for HOH land uses including single-family, duplex, and triplex building types. The plan's implementation strategies included zoning code changes to requiring a Conditional Use Permit for any project defined as HOH, increased parking requirements for HOH projects, and building footprint limitations based on the location of the proposed HOH project. None of the goals and policies of the HOH Specific Plan conflict with the proposed amendments.

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 address upcoming changes with land use categories in the existing Regional Plan that the Zoning Code depends on for implementation. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

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 throough comprehensive and equitable code compliance, and development is compatible with community values.

Connection to Regional Plan:
Policy LU.10.6. In mixed use developments, encourage residential uses located above and behind commercial uses within urban areas as well as a variety of housing types where appropriate.
Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.
Policy LU.18.17. Mixed use developments over 50 units per acre should be located in regional-scale activity centers.
Policy NH.1.7. Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale.
Policy NH.3.4. Reuse former brownfields, vacant buildings, and commercial buildings to provide new mixed-use and/or housing options.

Most goals and policies within the Regional Plan that apply to High Occupancy Housing are primarily focused on large scale mixed-use developments. None of the goals and policies are specific to the zoning code requirements which regulate these types of developments. The proposed amendment does not conflict with any of the existing goals and policies. The amendment will require that any future Conditional Use Permits for an HOH development be reviewed for conformance with these goals and policies in addition to the High Occupancy Housing Specific Plan. Once of the primary purposes of this proposed amendment is to address anticipated changes in the land use categories within the draft Flagstaff Regional Plan 2045.

Connection to Carbon Neutrality Plan:
DD-1 Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
HA-1 Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:
Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

Connection to Division Specific Plan:
High Occupancy Housing Specific Plan
The following goals were developed in reaction to the development of large-scale mixed-use projects in Flagstaff after the adoption of the new Zoning Code in 2011 which encouraged mixed use projects by not restricting density.
Goal 1: Promote HOH buildings that connect and enhance existing urban patterns and historic activity centers.
Goal 2: Promote HOH primarily as a part of complete activity centers.
Goal 3: Leverage HOH to create more efficient and equitable transportation.
Goal 4: Enhance public spaces where HOH is located.
Goal 5: Strongly incentivize historic preservation and adaptive reuse.
Goal 6: Reduce waste and increase energy efficiency of HOH developments.
Goal 7: Improve NAU and City programs and tools for managing off-campus student housing.
Goal 8: Promote economic resiliency through building design in HOH developments.
Goal 9: Promote affordability and sustainability incentives.
Goal 10: Set legislative priorities for new tools to address HOH.

Attachments: Res. 2025-46
Exhibit A PZ-25-00028 High Occupancy Housing Update
Ord. 2025-19
PZ-25-00028 Housing Statement
Presentation

RESOLUTION NO. 2025-46

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-25-00028 – HIGH OCCUPANCY HOUSING UPDATE"

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. 2025-19, 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-25-000028 – High Occupancy Housing Update"* 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 7th day of October 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A. PZ-25-00028– High Occupancy Housing Update

Case No. PZ-25-00028 – High Occupancy Housing

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 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.030: Residential Zones, Table 10-40.30.030.C.: Residential Zones – Building Form and Property Development Standards, as follows:

Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Density Requirements See Division 10-30.20, Affordable Housing Incentives							
~~**Density:**~~ Gross **Density** (units/acre)							
Min.	--	--	2	2	6	10	--
Maximum ~~**without the Resource Protection Overlay (RPO)**~~	1	1	6	14	14	29[5]	11
~~**Maximum with the RPO, inside of a pedestrian shed of an activity center**~~[17]	~~**1**~~	~~**1**~~	~~**6**~~	~~**14**~~	~~**14**~~	~~**29**~~[5]	~~**11**~~
~~**Maximum with the RPO, outside of a pedestrian shed of an activity center**~~[17]	~~**1**~~	~~**1**~~	~~**5**~~	~~**--**~~	~~**9**~~	~~**22**~~	**4**
Maximum Bedroom Requirements							
Bedrooms per Acre on a Development Site ~~**Multiple-Family Dwelling**~~ with **F**~~**f**~~**our** ~~**dwelling**~~ **U**~~**u**~~**nits and Greater** ~~**or more, Bedrooms per Acre**~~							

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

		Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
	Maximum ~~without the RPO~~	---End note 14---		15	--	35	72.5	--
	Maximum ~~without the RPO with a Conditional Use Permit~~ for a High Occupancy Housing Development ~~inside of a pedestrian shed of an activity center~~[17]	---End note 15---		21	--	49~~[16]~~	101.5~~[16]~~	--
	~~Maximum with the RPO~~	~~---End note 14---~~		~~12.5~~	~~--~~	~~22.5~~	~~55~~	~~--~~
	~~Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center~~[17]	~~---End note 15---~~		~~17.5~~	~~--~~	~~31.5~~~~[16]~~	~~77~~~~[16]~~	~~--~~

End Notes

~~16. Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a regional activity center delineated on the General Plan or applicable specific plan with an HOHD conditional use permit.~~

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
~~**17. Activity centers are delineated on the General Plan or applicable specific plan.**~~							
Key							
-- Not Applicable							

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones , Table 10-40.30.040.C.: Commercial Zones – Building Form and Property Development Standards, as follows:

Table 10-40.30.040.C.

Commercial Zones – Building Form and Property Development Standards

	Commercial Zones					
	SC	CC	NCC	HC	CS	CB
Building Form Requirements						
Building Height (max.)[8, 9, 10]	35'	60'[4, 7]	45'[7, 13~~14~~]	60'[4]	60'[4]	60'[4]
Gross FAR (max.)	0.8	2.5	2.5	3.0	2.0	No max.
Density Requirements						
Gross Density (units/acre)						
Maximum ~~without the Resource Protection Overlay (RPO)~~	13[11]	---------- 29[11] ----------				
~~Maximum with the RPO, inside of a pedestrian shed of an activity center[13]~~	~~13[11]~~	~~29[11]~~				
~~Maximum with the RPO, outside of a pedestrian shed of an activity center[13]~~	~~13[11]~~	~~22[11]~~				
Maximum Bedroom Requirements						
Bedrooms per Acre on a Development Site with Four ~~Dwelling~~ Units and Greater ~~or More~~						
Maximum ~~without the RPO for a development~~	35[12]	---------- 72.5[12] ----------				
~~Maximum with the RPO inside of a pedestrian shed of an activity center[13]~~	~~35[12]~~	~~72.5[12]~~				
~~Maximum with the RPO outside of a pedestrian shed of an activity center[13]~~	~~35[12]~~	~~55[12]~~				

Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards						
	Commercial Zones					
	SC	CC	NCC	HC	CS	CB
End Notes						
~~**13. Activity centers are delineated on the General Plan or applicable specific plan.**~~						
13~~14~~. Conditional ~~u~~Use permit required for ~~s~~Structures over 45 feet in height.						

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.170: High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, as follows:

10-40.60.170 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

A. Applicability. This section provides general requirements and Conditional Use Permit standards for High Occupancy Housing Developments (HOHD) and Mixed-Use High Occupancy Housing Developments (MHOHD). The following Development types meet the definition of High Occupancy Housing and are required to obtain a Conditional Use permit.

1. Single-Family High Occupancy Housing Development: A Single-Family Attached or Detached Dwelling Unit with seven or more Bedrooms or five or more Sanitation Facilities.

2. Two-Units High Occupancy Housing Development: A Development consisting of two Dwelling Units on one Lot or Parcel, excluding an Accessory Dwelling Unit, with more than a total of seven Bedrooms or one or more Dwelling Unit(s) containing four or more Sanitation Facilities.

3. Three-Units High Occupancy Housing Development: A Development consisting of three Dwelling Units on one Lot or Parcel with more than a total of nine Bedrooms or one or more Dwelling Unit(s) containing four or more Sanitation Facilities.

4. Four Units and Greater High Occupancy Housing Development: A Development Site containing four or more Dwelling Units with any of the following:

a. More than 20 percent of the total Dwelling Units have four Bedrooms; or

b. One or more of the Dwelling Unit(s) contain four or more Sanitation Facilities; or

c. The total number of Dwelling Units and Bedrooms per Acre exceeds the maximums of the building form and property development standards of the property's designated Non-Transect Zone; or

d. If the property owner has elected a Transect Zone, the density is greater than 29 Dwelling Units per Acre and 72.5 Bedrooms per Acre.

5. Mixed Use High Occupancy Housing Development: A Mixed-Use Development with any of the following:

a. More than 20 percent of the total Dwelling Units have four Bedrooms or more; or

b. One or more Dwelling Unit(s) contain four or more Sanitation Facilities; or

c. The total number of Dwelling Units and Bedrooms per Acre exceeds the maximums the building form and property development standards of the property's designated Non-Transect zone; or

d. If the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre and 72.5 bedrooms per acre.

B. Exceptions. Housing Developments, either for rental or purchase, in which all Dwelling Units are permanently affordable and offered at 60 percent or less of the area median income (AMI) in compliance with the Department of Housing and Urban Development regulations shall not be categorized as High Occupancy Housing Development, regardless of the number of Dwelling Units, Bedrooms, or zoning.

C~~B~~. General Requirements.

1~~5~~. The maximum number of ~~b~~Bedrooms in a two-unit HOHD or MHOHD: 10.

2~~6~~. The maximum number of ~~b~~Bedrooms in a three-unit HOHD or MHOHD: 12.

~~**1. The applicant of an HOHD or MHOHD with four dwelling units or more shall submit typical floor plans or a typical residential unit study that illustrates how the residential units of an HOHD or MHOHD could be converted to a residential unit that is no longer an HOHD or MHOHD with minimal structural or minimal plumbing modifications. The required study shall be designed and sealed by an Arizona registrant.**~~

~~**2. An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.**~~

3~~4~~. An HOHD ~~**or MHOHD**~~ with four ~~**dwelling**~~ units ~~**or more**~~ **and greater in a residential zone~~, and that has 29 dwelling units per acre or less or 72.5 bedrooms per acre or less~~** shall not exceed a Bedroom-to-Dwelling Unit r~~R~~atio ~~**greater than**~~ **of** 3.5.

4~~3~~. An HOHD or MHOHD with four ~~dwelling~~ units ~~or more~~ and greater in a commercial zone~~, and that has more than 29 dwelling units per acre or more than 72.5 bedrooms per acre~~ shall have:

a. A minimum of 20 percent of the ~~b~~Bedrooms contained in studio and/or one-~~b~~Bedroom ~~d~~Dwelling ~~u~~Units; and

b. A maximum of 30 percent of ~~b~~Bedrooms contained in ~~d~~Dwelling ~~u~~Units with four ~~b~~Bedrooms or more.

~~7. Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.~~

~~8. An HOHD in a Commercial Zone shall be:~~

~~a. On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and~~

~~b. There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.~~

5~~11~~. An MHOHD with 4 units and greater shall be on a lot or parcel that abuts a street classified as a Collector or Arterial. ~~commercial corridor shown on the General Plan~~.

6~~9~~. An MHOHD shall comply with the ~~m~~Mixed-~~u~~Use ~~d~~Development standards of Section 10-40.60.260.

7~~10~~. Prior to the final approval of a land division that creates ~~one or more lots or parcels with~~ a ~~d~~Development that conforms to the definition of an HOHD or MHOHD, ~~the property owner shall obtain approval of~~ a Conditional Use ~~P~~permit shall be obtained for the Development Site that will contain the HOHD or MHOHD.

D~~B~~. Building Footprint[1] Sizes and Separation Requirements for HOHD or MHOHD with Four Units and Greater within a Historic Overlay Zone.

1. Maximum building footprint[1] **on a Development Site within a historic overlay zone** ~~**inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan**~~, excluding properties zoned ~~**Commercial**~~ **Central** Business (CB)**, T6 Downtown, T5 Main Street, or T5-O Main Street Open shall not exceed**~~**: Equal to, or less than,**~~ 5,000 square feet.

2. Maximum building footprint[1] **on a Development Site within a historic overlay zone** ~~**inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan,**~~ and ~~**on a property**~~ zoned ~~**Commercial**~~ **Central** Business (CB), **T6 Downtown, T5 Main Street, and T5-O Main Street Open shall not exceed**~~**: Equal to, or less than,**~~ 22,000 square feet.

~~**3. Maximum building footprint[1] inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.**~~

~~**4. Maximum building footprint[1] inside a pedestrian shed of an activity center in all other areas not described in subsections B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.**~~

3~~**5**~~. ~~**Excluding the Commercial Business (CB) zone,**~~ **T**~~**t**~~he minimum separation between ~~**the**~~ building footprints ~~**of structures**~~ on the same lot or parcel~~**,**~~ and **building footprints** ~~**structures**~~ on an abutting lot or parcel **(not including Accessory Structures)**, shall be ~~**separated by**~~ a distance that is the greater of 10 feet, or one-third the height of the taller structure**, excluding properties zoned Central Business (CB), T6 Downtown, T5 Main Street or T5-O Main Street Open**.

~~**6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.**~~

Note 1: ~~**For the purpose of the requirements of subsection B. of this section**~~, **T**~~**t**~~he maximum allowable building footprint is equal to the largest floor plate of a structure, including interior courtyards, abutting and interior, or partial interior, podium and above ground parking structure(s), and structures connected with a ~~**continuous**~~ roof.

E~~**C**~~. Waste Management Plan **for HOHD or MHOHD with Four Units and Greater**.

1. ~~The property owner of an HOHD or MHOHD with four dwelling units or more shall obtain approval of a~~ A waste management plan shall be reviewed and approved by ~~from~~ the City's Public Works Director, or designee, prior to the approval of the site plan.

2. The ~~Prior to the issuance of any~~ building permit shall include all necessary~~, the property owner shall incorporate into the construction documents the~~ improvements ~~required~~ to comply with the approved waste management plan.

~~3. If a Certificate of Occupancy is not required, the property owner shall provide all necessary apparatus, equipment, and improvements within 182 days from the date of the approval of the CUP, or another date specified in the conditions of approval for the CUP.~~

~~a. The Director may approve a one-time 91-day extension, for no more than 273 days from the date of the CUP approval, to allow the property owner to complete the improvements. The property owner shall request an extension at least 14 days prior to the date indicated in subsection C.3. of this section.~~

3~~4~~. The ~~HOHD or MHOHD~~ Development shall be maintained in compliance with the approved w~~W~~aste m~~M~~anagement p~~P~~lan.

~~D. Crime Free Multi-Housing Program.~~

~~1. The property owner of an HOHD or MHOHD shall maintain compliance with the Flagstaff Police Department's Crime Free Multi-Housing Program, unless exempted by the Police Department's Crime Free Multi-Housing Program representative.~~

~~2. Prior to the issuance of the Conditional Certificate of Occupancy, or Certificate of Occupancy, whichever is first, or within 63 days of the approval of the Conditional Use Permit if a Certificate of Occupancy is not required, the property owner of a HOHD or MHOHD shall enter into an agreement with the City to comply with the Flagstaff Police Department's Crime Free Multi-Housing Program.~~

~~3. The property owner, or agent, shall:~~

~~a. Utilize a Crime Free Lease Addendum, or an alternative approved by the Flagstaff Police Department's representative, as part of each tenant lease;~~

~~b. Obtain written verification as part of a tenant lease that each tenant has received and agreed to the Crime Free Lease Addendum or the approved alternative; and~~

~~c. Have completed the Flagstaff Police Department's Crime Free Multi-Housing Program required training within the Program's required time frames.~~

~~4. Within 182 days from the date of the agreement, the property owner, or managing agent, shall have completed the first phase requirements of the Flagstaff Police Department's Crime Free Multi-Housing Program.~~

~~5. A new Flagstaff Police Department's Crime Free Multi-Housing Program first phase training and related requirements shall be completed within 182 days from the date of a change of ownership, management company, or a site manager of an existing HOHD or MHOHD.~~

~~6. Every two years from the date of the agreement, the property owner, or managing agent, shall complete the required training that complies with the Flagstaff Police Department's Crime Free Multi-Housing Program.~~

F~~E~~. Additional Conditional Use Permit Criteria **for HOHD or MHOHD Developments with Four Units and Greater**. In addition to the criteria of Section 10-20.40.050.E., the Planning and Zoning Commission shall not approve a Conditional Use Permit unless:

~~1. For the properties subject to Division 10-30.30, Heritage Preservation, the City's Historic Preservation Officer or the Heritage Preservation Commission has made a determination that the proposed HOHD or MHOHD has no adverse effect or has appropriately mitigated its effects on the historic cultural resource.~~

1. The applicant has consulted with the City's Police Department to create a safety plan for the Development.

2. ~~Adequate transit service is available to~~ T~~t~~he Development Site **has a permanent transit stop located within 1,320 feet, measured following a continuously improved walkway, sidewalk, and/or public trail. A distance greater than 1,320 feet may be approved by the Planning & Zoning Commission when the applicant can demonstrate that the additional distance does not impede reasonable access to transit.** ~~containing four dwelling units or more. Adequate transit service from a Development Site to a permanent transit stop is:~~

3. The proposed HOHD or MHOHD is consistent with and conforms to the goals and policies of the General Plan and any applicable Specific Plan.

~~**a. Less than or equal to 1,320 feet; or**~~

~~**b. A distance greater than 1,320 feet when the Planning and Zoning Commission finds that the route to the permanent transit stop has adequate nighttime lighting and does not have a significant grade change, and the distance does not impede reasonable access to transit.**~~

~~**The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**~~

Section 4. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080: Definitions "H", as follows:

High Occupancy Housing Development (HOHD): Means any of following: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater (see definitions below). ~~**Housing development, either for rental or purchase, in which all dwelling units are permanently affordable and offered at 60 percent of the Area Median Income (AMI) in compliance with the Department of Housing and Urban Development regulations shall not be categorized as High Occupancy Housing Development, regardless of the number units, bedrooms, or zoning.**~~

High Occupancy Housing Development, Four-Units and Greater: A Development Site containing four or more ~~**d**~~**D**welling ~~**u**~~**U**nits where:

a. More than 20 percent of the total ~~**d**~~**D**welling ~~**u**~~**U**nits have four ~~**b**~~**B**edrooms or more; **or**

b. One or more of the ~~**d**~~**D**welling ~~**u**~~**U**nit(s) contain~~**ing**~~ four or more ~~**s**~~**S**anitation ~~**f**~~**F**acilities; or

c. The total number of ~~**d**~~**D**welling ~~**u**~~**U**nits ~~**per acre, or**~~ **and** ~~**b**~~**B**edrooms per ~~**a**~~**A**cre~~**, requires a Conditional Use Permit for an HOHD in accordance with**~~ **exceeds** the building form and property development standards of the property's designated Non-Transect Zone; or~~**, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**~~

d. If the property owner has elected a Transect Zone, the density is greater than 29 Dwelling Units per Acre and 72.5 Bedrooms per Acre.

Section 5. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130: Definitions "M", as follows:

Mixed-Use High Occupancy Housing Development (MHOHD):

1. A ~~m~~**M**ixed-~~u~~**U**se ~~d~~**D**evelopment with:

   a. More than 20 percent of the total ~~d~~Dwelling ~~u~~Units have four ~~b~~Bedrooms or more; **or**

   b. One or more ~~d~~**D**welling ~~u~~**U**nit(s) contain~~ing~~ four or more ~~s~~**S**anitation ~~f~~**F**acilities; or

   c. The total number of ~~d~~**D**welling ~~u~~**U**nits ~~**per acre, or**~~ **and** ~~b~~**B**edrooms per ~~a~~**A**cre~~**, requires a conditional use permit for an MHOHD in accordance with**~~ **exceeds** the building form and property development standards of the property's designated **N**~~n~~on-**T**~~t~~ransect zone; or~~**, if the property owner has elected a transect zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**~~

   d. If the property owner has elected a Transect Zone, the density is greater than 29 Dwelling Units per Acre and 72.5 Bedrooms per Acre.

~~**2. Mixed-use housing development, either for rental or purchase, in which all dwelling units are permanently affordable and offered at 60 percent of the area median income (AMI) in compliance with the Department of Housing and Urban Development regulations shall not be categorized as high occupancy housing development, regardless of the number of units, bedrooms, or zoning.**~~

ORDINANCE NO. 2025-19

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-25-00028 – HIGH OCCUPANCY HOUSING UPDATE"; 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 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.030: Residential Zones and Section 10-40.30.040: Commercial Zones to amend the density standards for each zone; and

WHEREAS, the City of Flagstaff wishes to amend provisions in Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.170: High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments to Residential Zones and Section 10-40.30.040: Commercial Zones to include applicability and exception provisions, to remove references to the Regional Plan, clarify general standards, and revise standards for Conditional Use Permit; and

WHEREAS, the City of Flagstaff wishes to amend provisions in Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080: Definitions "H" to clarify the definition of High Occupancy Housing Development, Four-Units and Greater and Section 10-80.20.130: Definitions "M" to clarify the definition of Mixed-Use Housing Development; and

WHEREAS, a citizen review session was held at the Planning Commission work session on August 13, 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 August 27, 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-25-00028 – High Occupancy Housing Update"*, 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. 2025-46.

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-25-00028–High Occupancy Housing Update"*, 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. 2025-46 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 7th day of October 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-25-00028 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.

   This amendment will not have a substantial impact on the average cost to construct housing or rent except for the projects that may no longer qualify as High Occupancy Housing. Projects not subject to the definition of High Occupancy Housing will not be required to obtain a Conditional Use Permit prior to construction.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   This amendment was draft in response to the draft Regional Plan 2045 which will change land use designation that the Zoning Code depends on for implementation. Both the Regional Plan existing and draft in addition to the High Occupancy Housing Specific Plan were used to draft this text amendment.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

   None.

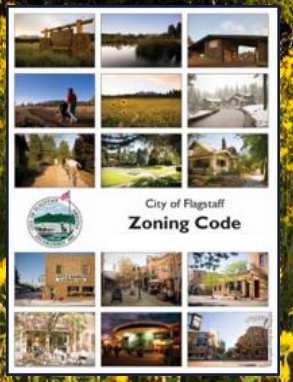
PZ-25-00028: High Occupancy Housing Update

P&Z Commission Public Hearing

August 27, 2025

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



High Occupancy Housing Update

History

- In February 2018, the City Council adopted the citywide High Occupancy Housing (HOH) Specific Plan, and associated amendments to the Regional Plan.
    - The purpose of the HOH Plan is to provide direction in the form of goals and policies intended to enhance and maintain the city's character and guide future developments that would be considered High Occupancy Housing (HOH).
    - The HOH Plan identified dozens of strategies that could be implemented to address the unintended impacts of these buildings on neighborhood character, affordability, and transportation.
    - After the adoption of the HOH Plan, staff received direction from City Council on October 8, 2019, to address smaller developments not originally in the scope of the HOH Plan that may also be considered as HOH. The smaller HOH developments that staff were directed to consider are single-family, two-unit (duplex), three-unit (triplex), and multiple-family developments.
- On November 17, 2020, the Flagstaff City Council adopted the High Occupancy Housing Zoning Code Text Amendment which became effective on March 1, 2021. A conditional use permit is required for any development meeting the definition of High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD).

High Occupancy Housing Update

Why is this amendment happening?

- The draft Regional Plan 2045 alters land use categories (activity centers) that the current High Occupancy Housing standards within the zoning code are dependent on for implementation. If the code is not amended, it will result in implementation problems.
- Staff had a work session with Council regarding this amendment on June 11, 2024, to receive direction on moving forward with an amendment.
- Since the adoption of the HOH zoning code standards the only projects that have applied for a Conditional Use Permit have been single-family units.

High Occupancy Housing Update

Changes to density table for all developments

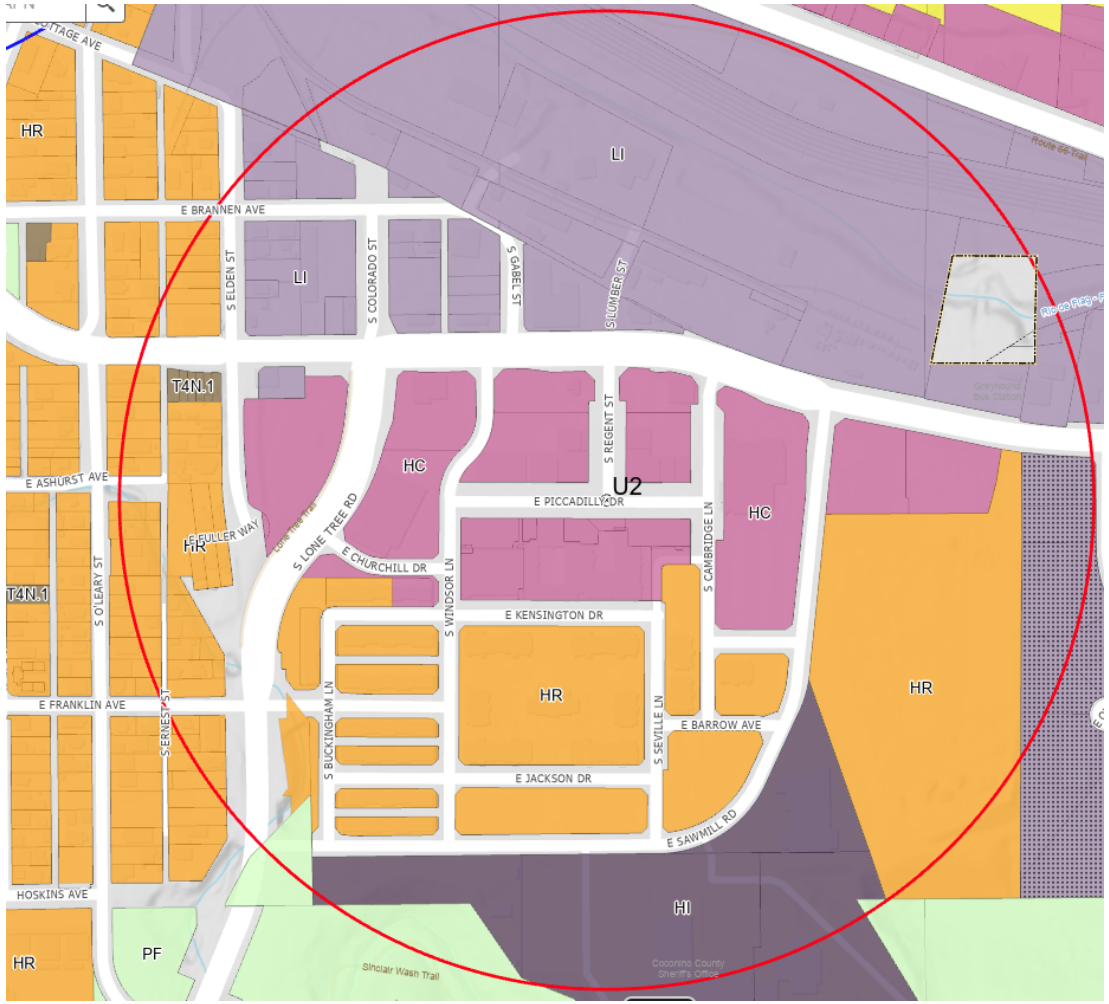
Gross Density (units/acre)							
Min.	--	--	2	2	6	10	--
~~Max. Outside the RPO~~	~~1~~	~~1~~	~~6~~	~~14~~	~~14~~	~~29[5]~~	~~11~~
Maximum without the Resource Protection Overlay (RPO)	1	1	6	14	14	29[5]	11
Maximum with the RPO, inside of a pedestrian shed of an activity center[18]	1	1	6	14	14	29[5]	11
~~Max. Within the RPO~~ Maximum with the RPO, outside of a pedestrian shed of an activity center[18]	1	1	5	--	9	22	4
Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre							
Maximum without the RPO	---End note 15---		15	--	35	72.5	--
Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]	---End note 16---		21	--	49[17]	101.5[17]	--
Maximum with the RPO	---End note 15---		12.5	--	22.5	55	--
Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]	---End note 16---		17.5	--	31.5[17]	77[17]	--

Exhibit A
Resolution 2020-59
Page 6 of 53

- **The HOHD zoning code text amendment amended the density standards for all residential developments.**
  - **Previously two categories: Within RPO and Outside RPO**
  - **Added to Within RPO inside and outside of an activity center**

- **The HOHD zoning code text amendment added bedroom density allowance for all residential developments.**
  - **The categories are similar to unit density categories and alignment with inside and outside of an activity center**
  - **EXCEPT:**
    - **If a site is located in an activity center and is within the Resource Protection Overlay, it is allowed the maximum density of the zone (as if the site were not in the RPO) BUT is not allowed the maximum bedrooms per acre in the zone.**

High Occupancy Housing Update



Example - Village at Aspen Place

- Zoned High Density Residential with the Resource Protection Overlay and located within an activity center.
  - Allowed 29 units per acre
  - Allowed 55 bedrooms per acre
- If the site were not in the RPO
  - Allowed 29 units per acre
  - Allowed 72.5 bedrooms per acre
- This site was previously disturbed and there were no resources required to protected.

High Occupancy Housing Update

Provisions that are based on Regional Plan Classifications

- **An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.**
- **Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.**
- **An HOHD in a Commercial Zone shall be:**
  - **On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and**
  - **There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.**

High Occupancy Housing Update

Provisions that are based on Regional Plan Classifications

Building Footprint Sizes and Separation Requirements.

1. Maximum building footprint inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, excluding properties zoned Commercial Business (CB): Equal to, or less than, 5,000 square feet.
2. Maximum building footprint inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, and on a property zoned Commercial Business (CB): Equal to, or less than, 22,000 square feet.
3. Maximum building footprint inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.
4. Maximum building footprint inside a pedestrian shed of an activity center in all other areas not described in subsections B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.
5. Excluding the Commercial Business (CB) zone, the minimum separation between the building footprints of structures on the same lot or parcel, and structures on an abutting lot or parcel, shall be separated by a distance that is the greater of 10 feet, or one-third the height of the taller structure.
6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.

High Occupancy Housing Update

- **Updates the density allowed per acre for each zoning district.**
  - **Simplifies table to have one minimum and one maximum density per zone.**
  - **Removes references to Activity Centers**
  - **Removes separate density standard for properties within the Resource Protection Overlay (RPO).**

Density Requirements See Division 10-30.20, Affordable Housing Incentives							
~~**Density:**~~ Gross **Density** (units/acre)							
Min.	--	--	2	2	6	10	--
Maximum ~~**without the Resource Protection Overlay (RPO)**~~	1	1	6	14	14	29[5]	11
~~**Maximum with the RPO, inside of a pedestrian shed of an activity center**~~[17]	~~**1**~~	~~**1**~~	~~**6**~~	~~**14**~~	~~**14**~~	~~**29**~~[5]	~~**11**~~
~~**Maximum with the RPO, outside of a pedestrian shed of an activity center**~~[17]	~~**1**~~	~~**1**~~	~~**5**~~	~~**--**~~	~~**9**~~	~~**22**~~	**4**

High Occupancy Housing Update

- **Updates the bedrooms allowed per acre for each zoning district.**
  - **Simplifies table to have one maximum for non-HOH projects and one maximum for projects qualifying as HOH.**
  - **Removes references to Activity Centers**
  - **Removes separate standard for properties within the Resource Protection Overlay (RPO).**

Maximum Bedroom Requirements						
Bedrooms per Acre on a Development Site ~~Multiple-Family Dwelling~~ with Ffour ~~dwelling~~ Uunits and Greater ~~or more, Bedrooms per Acre~~						
Maximum ~~without the RPO~~	---End note 14---	15	--	35	72.5	--
Maximum ~~without the RPO with a Conditional Use Permit~~ for a High Occupancy Housing Development ~~inside of a pedestrian shed of an activity center~~[17]	---End note 15---	21	--	49[16]	101.5[16]	--
~~Maximum with the RPO~~	~~---End note 14---~~	~~12.5~~	~~--~~	~~22.5~~	~~55~~	~~--~~
~~Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center~~[17]	~~---End note 15---~~	~~17.5~~	~~--~~	~~31.5~~[16]	~~77~~[16]	~~--~~

High Occupancy Housing Update

- **Modifies the definition of Four Units and Greater High Occupancy Housing and Mixed-Use High Occupancy Housing.**

Multiple-family developments with four or more dwelling units, or greater on the same development site with any of the following:

- More than 20 percent of the total dwelling units have four bedrooms or more;
- One or more of the dwelling units contain four or more sanitation facilities;
- The total number of dwelling units per acre, ~~**or**~~ **AND** bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property's designated zone; or
- If the property elects the transect zone, the density is greater than 29 dwelling units per acre ~~**or**~~ **AND** 72.5 bedrooms per acre.

High Occupancy Housing Update

- **Modifies the general requirements for Four Units or Greater and Mixed-Use High Occupancy Housing Developments.**
  - Removes the requirement to provide alternative floor plans (essentially design two separate buildings).
  - Removes the requirement for an HOH project to be located within an Activity Center.
  - Removes limitations on the size of HOH projects in different categories of Activity Centers.
  - Requires a conformance analysis with the Regional Plan and any applicable specific plan for an HOH CUP.

High Occupancy Housing Update

- **Modifies the general requirements for Four Units or Greater and Mixed-Use High Occupancy Housing Developments.**
  - Replaces footprint limitations on properties within historic activity centers with historic zoning overlays.
  - Removes limitations on the size of HOH projects in different categories of Activity Centers.
  - Updates Waste Management & Crime Free Multi-Housing Requirements.
  - Modifies location requirements for Mixed-Use HOH developments.

High Occupancy Housing Update

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.

High Occupancy Housing Update

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

Policy LU.10.6. In mixed use developments, encourage residential uses located above and behind commercial uses within urban areas as well as a variety of housing types where appropriate.

Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.

Policy LU.18.17. Mixed use developments over 50 units per acre should be located in regional-scale activity centers.

Policy NH.1.7. Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale.

Policy NH.3.4. Reuse former brownfields, vacant buildings, and commercial buildings to provide new mixed-use and/or housing options.

High Occupancy Housing Update

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

<u>High Occupancy Housing Specific Plan</u>

The following goals were developed in reaction to the development of large-scale mixed-use projects in Flagstaff after the adoption of the new Zoning Code in 2011 which encouraged mixed use projects by not restricting density.

Goal 1: Promote HOH buildings that connect and enhance existing urban patterns and historic activity centers.

Goal 2: Promote HOH primarily as a part of complete activity centers.

Goal 3: Leverage HOH to create more efficient and equitable transportation.

Goal 4: Enhance public spaces where HOH is located.

Goal 5: Strongly incentivize historic preservation and adaptive reuse.

Goal 6: Reduce waste and increase energy efficiency of HOH developments.

High Occupancy Housing Update

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

<u>High Occupancy Housing Specific Plan</u>

The following goals were developed in reaction to the development of large-scale mixed-use projects in Flagstaff after the adoption of the new Zoning Code in 2011 which encouraged mixed use projects by not restricting density.

Goal 7: Improve NAU and City programs and tools for managing off-campus student housing.

Goal 8: Promote economic resiliency through building design in HOH developments.

Goal 9: Promote affordability and sustainability incentives.

Goal 10: Set legislative priorities for new tools to address HOH.

High Occupancy Housing Update

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: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

Carbon Neutrality Plan

DD-1 Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

HA-1 Create housing options for households at all income levels and family sizes occupied by local residents.

High Occupancy Housing Update

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 address upcoming changes with land use categories in the existing Regional Plan that the Zoning Code depends on for implementation. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

High Occupancy Housing Update

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.

High Occupancy Housing Update

Recommendation

The Planning and Zoning Commission recommendation on this item will be presented at the Council meeting.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ben Mejia, Planner

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Approval of Planned Residential Development allowances and modifications to Engineering Standards: STL 405, LLC requests Planned Residential Development (PRD) allowances and Engineering modifications for "STL 405 -- Pine Canyon Expansion", a 54-lot subdivision on 77.7 acres in the Rural Residential (RR) Zone within the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

Approve the use of PRD standards subject to the following conditions:

1. If a conditional use permit for the golf course facility is not granted, all reference to the golf course use must be removed on all future submittals and an alternative PRD design element shall be elected by the applicant. The Planning Director shall determine compliance with the design element elected.

Approve the requests for modifications to Engineering Standards #1-4 subject to the following conditions:

1. Civil engineering plans and final plat for STL 405 Pine Canyon Expansion must meet the recommended conditions of approval as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

Deny the request for modification to Engineering Standards #5 as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

Executive Summary:

STL 405, LLC requests PRD allowances and Engineering modifications for "STL 405 -- Pine Canyon Expansion", a preliminary plat consisting of 54 single-family home lots, a common space tract for a private 9-hole golf course, a private roadway tract, and two landscaped common space tracts on 77.7 acres in the RR Zone within the RPO using PRD standards. Right of way for John Wesley Powell Boulevard is to be dedicated on this plat.

The subdivision also proposes three future development tracts for utilities and roadways, and three future residential development tracts. The entire acreage of the subdivision is 126.1 acres.

The applicant requests five modifications to engineering standards. These requests and the City Engineer's recommendations are detailed in the attached staff report.

Financial Impact:

There are no financial impacts associated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

Previous Council Decision or Community Discussion:

There has been no previous Council decision or Community discussion on this item.

Options and Alternatives to Recommended Action:
Consideration of use of PRD Standards:

1. Approve the PRD with conditions as recommended by staff.
2. Approve the PRD with no conditions, additional conditions, or modified conditions.
3. Deny the PRD based on compliance with the Zoning Code

Consideration of requests for modifications to Engineering Standards #1-4:

1. Approve the requests for modifications to Engineering Standards #1-4 with conditions as recommended by staff.
2. Approve the requests for modifications to Engineering Standards #1-4 with no conditions, additional conditions, or modified conditions.
3. Deny the requests for modifications to Engineering Standards.

Consideration of request for modifications to Engineering Standards #5:

1. Approve the request for modifications to Engineering Standards #5 with no conditions.
2. Approve the request for modifications to Engineering Standards #5 with conditions.
3. Deny the requests for modifications to Engineering Standards as recommended by staff.

Background and History:
The site is a vacant 126-acre parcel bounded to the north by the future John Wesley Powell Boulevard expansion, to be dedicated on this plat, from its current terminus west of the site to the property boundary northeast of the site. STL 405, LLC has filed an application request seeking Preliminary Plat approval for a 54-lot single-family residential subdivision utilizing PRD standards. City Staff approved the Preliminary Plat on August 27, 2025, based on conformance with all relevant development standards and the recommended conditions of approval.

The site is accessed from John Wesley Powell Boulevard as well as the existing Pine Canyon development through Telluride Drive. A 9-hole golf course is proposed as common space for the residents. Golf courses require a Conditional Use Permit. Site Plan and Conditional Use Permit applications have been submitted and are currently under review.

Connection to PBB Priorities and Objectives:
Livable Community: Provide amenities and activities that support a healthy lifestyle.

Sustainable and Innovative Infrastructure: Provide, manage, and maintain effective infrastructure for multimodal and active transportation.

Connection to Regional Plan:
Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Application
Narrative
Preliminary Plat

Engineering Modification Request Response Letter
Staff Report
Vicinity Map
Presentation

Date Received	**Application for Subdivision Review**	File Number

Property Owner(s) STL 405, LLC		**Phone** See Applicant
Mailing Address 8601 North Scottsdale Road, Suite 335	**City, State, Zip** Scottsdale, Arizona 85283	**Email** See Applicant
Applicant(s) STL 405, LLC / Peter Burger & Todd Severson		**Phone** 602.616.6828
Mailing Address 8601 North Scottsdale Road, Suite 335	**City, State, Zip** Scottsdale, Arizona 85283	**Email** TSeverson@symmetrycompanies.com
Project Representative Gammage & Burnham, PLC / Lindsay C. Schube		**Phone** 602.256.4471
Mailing Address 40 North Central Avenue, 20th Floor	**City, State, Zip** Phoenix, Arizona 85004	**Email** lschube@gblaw.com

Requested Review	☒ **Preliminary Plat**	☐ **Final Plat**
Project Name: STL 405 - Pine Canyon Expansion	**Site Address** Generally located NE of Pine Canyon	**Parcel Number** 106-10-004

Proposed Use Residential	**Existing Use** Vacant	**Subdivision, Tract & Lot Number** N/A

Zoning District RR-RPO	**Regional Plan Category** Suburban - Future	**Flood Zone** Zone X	**Size of Site (Sq. ft. or Acres)** 126.05 ac.

Property Information:

☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses	**North**	**South**	**East**	**West**
(Res, Com, Ind)	State Land	National Forest	State Land	Residential

Proposed Use:	**Number of Lots**	**Number of Units**	**Number of acres per use**	**Building Square Feet**
Residential	54	54	See plan sheets	n/a

Incomplete submittals will not be scheduled.

Property Owner Signature: (required)	**Date:**	**Applicant Signature:**	**Date:**
Todd	1/22/25	Todd	1/22/25

For City Use

Date Filed:	**Case Number (s)**	
Council Meeting Date:		
Fee Receipt Number:	**Amount:**	**Date:**

Action By City Council:

☐ **Approved**

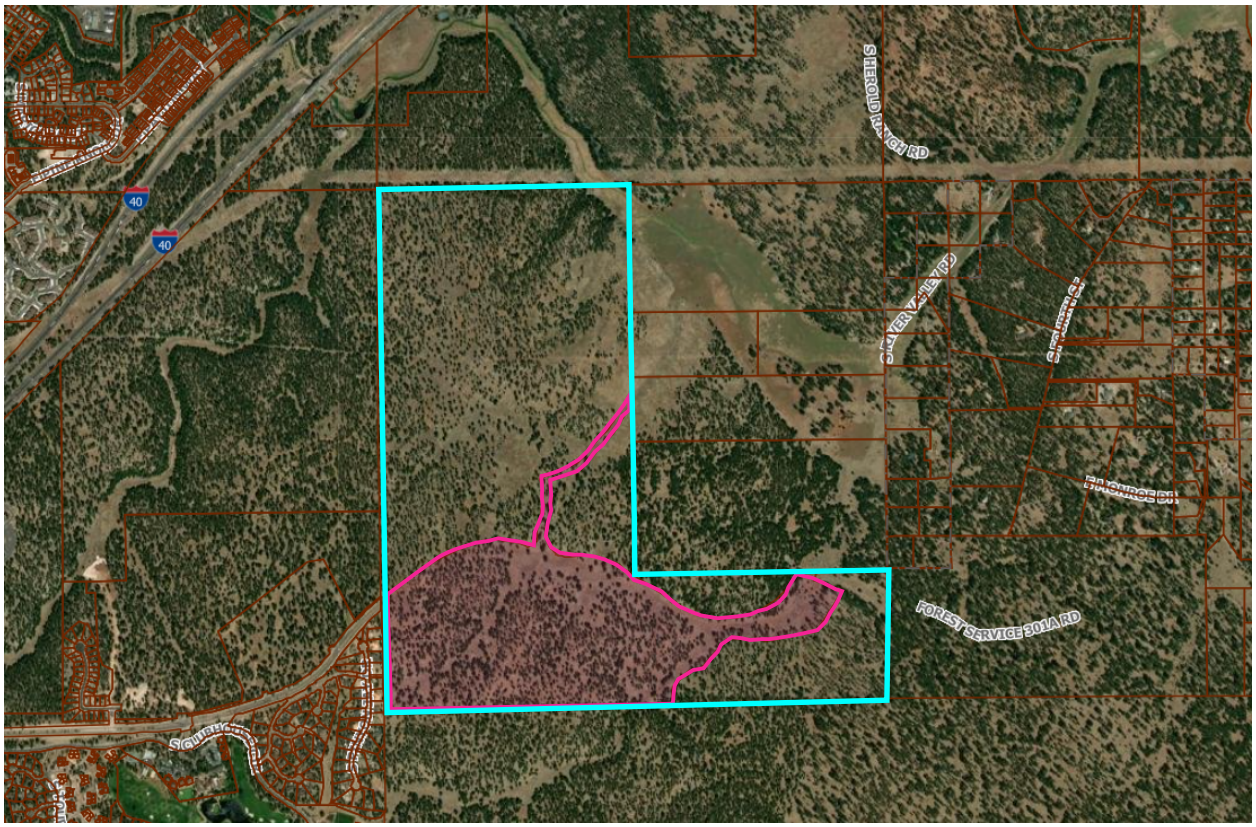
☐ **Denied**

☐ **Continued**

Symmetry Companies – Pine Canyon Expansion – ±126 Acres
City of Flagstaff—**PRELIMINARY PLAT**

April 24, 2025

Introduction. STL 405, LLC c/o Symmetry Companies ("Symmetry") is proposing this Preliminary Plat ("Plat") application in order to facilitate the development of the southwest, approximate 126 ("126 Acres" or "Property" in pink below) of the overall 405 "L-shaped" acres ("Overall Property," in teal below) generally located northeast of Pine Canyon Estates (south of Interstate-40 and east of Lone Tree Road), known as Coconino County Assessor's Parcel Number 106-10-004, as shown on the Aerial Map below. Development is planned to include 126 residential dwelling units in phases, at an overall density of approximately 1 residential dwelling unit per acre. The Overall Property (including the 126 Acres) is vacant, undeveloped and zoned Rural Residential—Resource Protection Overlay (RR—RPO).



Aerial Map

Context. The Overall Property is generally surrounded to the north by vacant, undeveloped property owned by Little America, to the northeast by Rio de Flag, to the south by the Coconino National Forest, to the southwest by Pine Canyon Estates and to the west by the planned Juniper Point development.

Development Proposal. Symmetry is proposing to develop up to 126 residential dwelling units at an overall density of approximately 1 residential dwelling unit per acre under the existing RR—RPO zoning. The development will occur in phases. In the first phase, as shown in this Preliminary Plat, Symmetry is proposing 54

single-family lots with associated road, drainage, utility, and active amenity open space tracts. The remainder of the land—Tracts E, F, and H—are reserved for future development for the remaining 72 units. Each of these tracts will be re-platted as separate phases, with estimated unit counts provided in this Preliminary Plat and final unit counts to be established at the time of subdivision review.

As each re-plat will remain a part of the overall JWP 126 subdivision, density is assessed over the entire 126 Acres. For each phase of development, unit count & allocation will be tracked through tables on the plat cover page. An estimated unit allocation for each future development tract is included to illustrate the potential distribution of up to 126 units throughout the 126 acres. In no event will the overall density for the JWP 126 subdivision exceed the maximum permitted density. Under the current zoning, and after approval of this initial phase, 72 units will remain to be distributed between Tracts E, F, and H. It is also understood that the conceptual unit allocations provided do not entitle the property for uses/products other than those permitted in the RR–RPO district.

Planned Residential Development. The project utilizes the alternative lot standards and setbacks for a Planned Residential Development per Section 10-40.60.280 of the Zoning Code. Anticipated PRD elements include significant traffic calming design features, provision of recreational amenities withing a park/common space, and CC&Rs and setback standards not prohibiting ADU development. The PRD design elements are indicated on the plat Cover Sheet as required.

Traffic, Access & Circulation. Transportation infrastructure is well-designed to support efficient circulation throughout the area. Primary vehicular access is planned via the planned extension of John W. Powell Boulevard ("JWP") from the west. The proposed extension will provide a new roundabout to create a sense of arrival to the broader STL405 property and provide a continuation of the existing travel lanes and pedestrian/bike facilities to the west. Secondary vehicular access will be provided on the west side of the site to align with the existing Telluride Drive, which provides an outlet to Clubhouse Circle and the larger Pine Canyon Estates community. Internal to the community will be multiuse pathways connecting residences and active amenity open spaces. This network of multiuse pathways will provide safe, direct, and well-integrated routes that connect residents to key amenity open spaces, encouraging active transportation and reducing reliance on vehicular travel.

Engineering Modifications. Four engineering modifications are being requested as part of this Plat for: an added landscape island, slightly reduced curb-return radii in each of the four cul-de-sacs, the elimination of sidewalks along the Property's private roads, and a modified street section at the entrance to imitate two one-way road sections. These modifications are beneficial because they contribute to creating safer, more visually engaging, and community-focused environments. The added landscape island not only enhances the aesthetic appeal but also acts as a traffic calming measure, encouraging slower vehicle speeds and providing a focal point for community identity. Meanwhile, the reduced curb-return radii in the cul-de-sacs help to naturally slow traffic, reducing the potential for vehicular conflicts. Eliminating sidewalks along the private roads supports a more intimate, shared-space environment that prioritizes the privacy and security of residents while reducing

unnecessary infrastructure, aligning with sustainable and cost-effective urban design principles. And lastly, the modified street section at the entrance allows for a larger median with turnaround point prior to entering the neighborhood.

A narrative response to the Engineering Modification Criteria in Section 13-06-002-0001.1.1 of the City Code is included with this submittal.

View Corridor. The 126 Acres benefits from panoramic scenic view corridors to the San Francisco Peaks, Humphreys Peak, and Coconino National Forest, which will be preserved and celebrated as a unique community asset. The community has been oriented around an active amenity that enhances and preserves these unparalleled view corridors for the enjoyment of all residents.

Resource Preservation. The 126 Acres contain some Ponderosa Pine trees. A Natural Resource Protection Plan (NRPP) is included with this application. The NRPP excludes future development tracts (E, F, & H), as such tracts will be surveyed for resources separately and subject to individual NRPPs at each platting stage. However, the temporary parking lot shown in Tract F has been accounted for as disturbed in the NRPP.

These existing tree resources have been surveyed and accounted as reflected in the NRPP. Notably, the entire Property was surveyed to collect complete data (including species and DBH) on all existing trees. This provides a more accurate representation of the tree resources compared to a sampling method. Symmetry Companies is separately processing a Forward Stewardship Plan ("FSP") which determined that no Firewise, thinning, or vegetation management plans are required for this site prior to resource protection calculations.

As previously discussed with Staff, approximately 6 trees were removed from the Property prior surveying. Based on previously collected aerial data, those trees have been included in the NRPP and are accounted for as disturbed/removed trees. Any grading that has occurred on the Property for connection with Coconino Ridge has also been accounted for as disturbed slope, to the extend protected slopes previously existed in such areas.

Flood Hazards. The 126 Acres are not located within any FEMA-delineated flood hazard zone (e.g., floodway or floodplain).

Stormwater Management. Offsite stormwater will be routed though the Property such that flows will leave the site at a historic location and rate. Onsite stormwater will be managed through a series of curbed streets with drainage inlets and storm drain systems. Culverts under roadways will be implemented where necessary. Post-development runoff will be handled with stormwater detention such that pre-condition peak flows shall be maintained per the City of Flagstaff' Flood Control Manual. Due to proposed impervious conditions, extended Detention Basins with LID systems shall be constructed per the City of Flagstaff's LID Manual.

Utilities. The Property is within the service areas for APS (electric), UniSource (gas), and CenturyLink (communications). Each of these providers has issued a Will Serve letter for the Property. The Applicant has also sent letters to the required entities per item A.9. of the City's Preliminary Plat Application Checklist. Copies of the letters and responses received are included with this submittal.

Infrastructure & Services. Additional infrastructure improvements are anticipated to include an extension of the existing 20" waterline within the JWP alignment and 8" water (extending from the 20" waterline) and sewer lines serving the planned development.

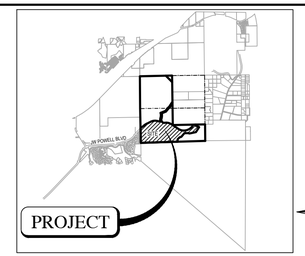
This Plat also includes the dedication of the entire JWP alignment through the Overall Property, as contemplated by an agreement with the City, to allow for circulation and connectivity between the various developments planned along the JWP corridor.

Heritage Resources. There are no known heritage resources on the Property.

Phasing. The 126 Acres will be developed in phases as each plat is approved. Development plans for each phase will be submitted to the City for review to ensure proper and orderly development.

PRELIMINARY PLAT
FOR
STL 405 PINE CANYON EXPANSION

LOCATED WITHIN SECTION 26, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



LOCATION MAP
NTS

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 26, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26, AN ALUMINUM CAP STAMPED 4321, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION, AN ALUMINUM CAP STAMPED LS33851, BEARS NORTH 88°14'11" EAST, (BASIS OF BEARING), A DISTANCE OF 2613.12 FEET;
THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 01°12'02" WEST, A DISTANCE OF 1196.98 FEET;
THENCE LEAVING SAID WEST LINE, NORTH 53°03'06" EAST, A DISTANCE OF 392.70 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1251.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 10°36'50", A DISTANCE OF 231.75 FEET, TO THE CURVES END;
THENCE NORTH 63°39'56" EAST, A DISTANCE OF 371.82 FEET, TO THE BEGINNING OF A CURVE;
THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 751.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 44°45'01", A DISTANCE OF 586.56 FEET, TO THE CURVES END;
THENCE SOUTH 71°35'03" EAST, A DISTANCE OF 74.03 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 87.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 116°02'03", A DISTANCE OF 176.19 FEET, TO THE BEGINNING OF A REVERSE CURVE;
THENCE NORTHERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 346.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 22°14'29", A DISTANCE OF 134.31 FEET, TO THE CURVES END;
THENCE NORTH 14°37'23" EAST, A DISTANCE OF 101.78 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 679.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 31°32'30", A DISTANCE OF 373.79 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE NORTH 67°56'21" EAST, A DISTANCE OF 424.00 FEET;
THENCE NORTH 39°34'12" EAST, A DISTANCE OF 326.73 FEET;
THENCE NORTH 47°10'56" EAST, A DISTANCE OF 137.57 FEET;
THENCE NORTH 32°25'36" EAST, A DISTANCE OF 357.29 FEET;
THENCE NORTH 36°30'06" EAST, A DISTANCE OF 121.58 FEET, TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION;
THENCE ALONG SAID MID-SECTION LINE, SOUTH 00°50'22" EAST, A DISTANCE OF 115.40 FEET;
THENCE LEAVING SAID MID-SECTION LINE, SOUTH 36°30'06" WEST, A DISTANCE OF 27.34 FEET;
THENCE SOUTH 32°25'36" WEST, A DISTANCE OF 363.86 FEET;
THENCE SOUTH 47°10'56" WEST, A DISTANCE OF 141.98 FEET;
THENCE SOUTH 39°34'12" WEST, A DISTANCE OF 339.65 FEET;
THENCE SOUTH 67°58'57" WEST, A DISTANCE OF 358.19 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 771.00 FEET, CONCAVE WESTERLY, WHOSE RADIUS BEARS SOUTH 77°41'11" WEST, THROUGH A CENTRAL ANGLE OF 26°56'12", A DISTANCE OF 362.47 FEET, TO THE CURVES END;
THENCE SOUTH 14°37'23" WEST, A DISTANCE OF 101.78 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 254.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS SOUTH 75°22'31" EAST, THROUGH A CENTRAL ANGLE OF 26°49'53", A DISTANCE OF 118.95 FEET, TO THE CURVES END;
THENCE SOUTH 12°12'24" EAST, A DISTANCE OF 17.06 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 31°20'34", A DISTANCE OF 123.08 FEET, TO THE CURVES END;
THENCE SOUTH 43°32'57" EAST, A DISTANCE OF 48.31 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 41°38'15", A DISTANCE OF 72.67 FEET, TO THE BEGINNING OF A COMPOUND CURVE;
THENCE EASTERLY ALONG SAID COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 619.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 7°37'48", A DISTANCE OF 82.43 FEET, TO THE CURVES END;
THENCE NORTH 87°11'01" EAST, A DISTANCE OF 121.67 FEET, TO THE BEGINNING OF A CURVE;
THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 721.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 36°29'39", A DISTANCE OF 459.23 FEET, TO THE CURVES END;
THENCE SOUTH 56°19'21" EAST, A DISTANCE OF 697.70 FEET, TO THE BEGINNING OF A CURVE;
THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 775.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 32°20'09", A DISTANCE OF 437.38 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 854.44 FEET, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS NORTH 2°45'00" EAST, THROUGH A CENTRAL ANGLE OF 66°43'55", A DISTANCE OF 995.16 FEET, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION AND A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE ALONG SAID NORTH LINE, NORTH 88°49'40" EAST, A DISTANCE OF 207.30 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 22°47'33"WEST, A DISTANCE OF 95.72 FEET;
THENCE SOUTH 74°12'17"EAST, A DISTANCE OF 79.29 FEET;
THENCE SOUTH 66°24'01"EAST, A DISTANCE OF 234.04 FEET;
THENCE SOUTH 32°17'55"WEST, A DISTANCE OF 483.28 FEET;
THENCE SOUTH 78°10'27"WEST, A DISTANCE OF 541.33 FEET;
THENCE NORTH 71°04'19"WEST, A DISTANCE OF 90.03 FEET;
THENCE SOUTH 89°46'16"WEST, A DISTANCE OF 317.73 FEET;
THENCE SOUTH 40°08'25"WEST, A DISTANCE OF 390.74 FEET;
THENCE SOUTH 75°27'27"WEST, A DISTANCE OF 144.99 FEET;
THENCE SOUTH 45°23'27"WEST, A DISTANCE OF 226.87 FEET;
THENCE SOUTH 00°10'35"EAST, A DISTANCE OF 201.25 FEET, TO THE SOUTH LINE OF SAID SECTION ;
THENCE ALONG SAID SOUTH LINE, SOUTH 88°18'12"WEST, A DISTANCE OF 371.16 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION;
THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 88°14'11"WEST, A DISTANCE OF 2613.12 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 5,490,858.54 SQUARE FEET OR 126.0528 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHT-OF-WAYS AND EASEMENTS.

THIS PARCEL DESCRIPTION IS BASED ON CLIENT PROVIDED INFORMATION AND IS LOCATED WITHIN AN AREA SURVEYED BY WOOD, PATEL & ASSOCIATES, INC. DURING THE MONTH OF OCTOBER, 2022. ANY MONUMENTATION NOTED IN THIS PARCEL DESCRIPTION IS WITHIN ACCEPTABLE TOLERANCE (AS DEFINED IN ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS DATED 02/14/2002) OF SAID POSITIONS BASED ON SAID SURVEY.

CULTURAL RESOURCE NOTE

PRIOR TO ANY GROUND DISTURBANCE IN AREAS NOT PREVIOUSLY SUBJECT TO A CULTURAL RESOURCES SURVEY, GRANTEE SHALL ARRANGE FOR A PERMITTEE OF THE ARIZONA STATE MUSEUM TO INSPECT THE AREA FOR CULTURAL, HISTORICAL, AND PALEONTOLOGICAL REMAINS AND SUBMIT TWO COPIES AND A PDF COPY OF THE INSPECTION REPORT TO THE ARIZONA STATE LAND DEPARTMENT CULTURAL RESOURCES SECTION FOR REVIEW AND APPROVAL.

IF, FOLLOWING RECEIPT OF ASLD CULTURAL RESOURCES SECTION APPROVAL TO PROCEED, ANY ADDITIONAL ARCHAEOLOGICAL, PALEONTOLOGICAL, OR HISTORICAL SITE OR OBJECT, OR HUMAN REMAINS OR FUNERARY OBJECT THAT IS AT LEAST FIFTY YEARS OLD IS DISCOVERED DURING THE COURSE OF GROUND DISTURBING ACTIVITIES, ALL WORK SHALL CEASE AND THE GRANTEE SHALL NOTIFY THE DIRECTOR OF THE ARIZONA STATE MUSEUM PURSUANT TO A.R.S. § 41-844, AND THE ARIZONA STATE LAND DEPARTMENT CULTURAL RESOURCES SECTION MANAGER.

ADEQ STATEMENT

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO XX-XXXXX.

UTILITY COMPANY CONTACTS

APS
CONTACT: BRADY HORN
2200 E HUNTINGTON
FLAGSTAFF, AZ 86004
BRADY.HORN@APS.COM
PHONE: o: (623) 975-5725
c: (480)996-9505

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

LUMEN
CONTACT: MANUEL HERNANDEZ
112 N BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.COM
PHONE: (928) 779-4931

OPTIMUM
CONTACT: SANFORD YAZZIE
1601 S PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY _____ DATE

UNISOURCE ENERGY SERVICES

BY _____ DATE

LUMEN

BY _____ DATE

OPTIMUM

BY _____ DATE

RIGHT OF WAY NOTE

THE DEDICATION TO THE CITY OF FLAGSTAFF FOR PORTION OF JW POWELL BOULEVARD ADJACENT TO, AND WEST OF DEVELOPMENT BOUNDARY WILL BE REQUIRED PRIOR TO, OR CONCURRENT WITH, THE RECORDATION OF THE FINAL PLAT FOR THIS DEVELOPMENT. INSPECTION AND POTENTIAL REPAIR OF THE EXISTING PORTION OF JW POWELL BLVD. WITHIN PROPOSED RIGHT OF WAY LIMITS WILL BE REQUIRED PRIOR TO DEDICATION TO THE CITY.

PLANNED RESIDENTIAL DEVELOPMENT NOTE

A PLANNED RESIDENTIAL DEVELOPMENT (PRD) IS ANTICIPATED FOR THIS CASE. THE ANTICIPATED PRD ELEMENTS PER 10-40.60.280 ARE AS FOLLOWS:
D.3f SIGNIFICANT TRAFFIC CALMING DESIGN FEATURES SELECTED FROM THE ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE (TABLE 13-10-011-02 – NEW DESIGN AND RETROFIT OF EXISTING STREETS) AS APPROVED BY THE CITY ENGINEER (TWO POINTS).
D.3j. THE PROVISION OF RECREATIONAL AMENITIES WITHIN A PARK OR COMMON SPACE AREA, INCLUDING BUT NOT LIMITED TO DOG PARKS, PICNIC AREAS, AND SPORTS COURTS (TWO POINTS).
D.3n SUBDIVISION CC&RS AND SETBACK STANDARDS DO NOT PROHIBIT THE DEVELOPMENT OF ACCESSORY DWELLING UNITS (ONE POINT).
TOTAL MAXIMUM PROPOSED POINTS: (5 POINTS)

CIVIL SHEET INDEX

1	-	COVER SHEET
2	-	OVERVIEW MAP
3 - 10	-	PRELIMINARY PLAT
11	-	LINE TABLE AND SECTIONS
12	-	PHASING PLAN
13	-	CLEAR VIEW ZONES
14	-	NATURAL RESOURCE PROTECTION PLAN - SLOPE
15	-	NATURAL RESOURCE PROTECTION PLAN - FOREST

TOTAL SHEETS - 15

EASEMENT NOTES

DRAINAGE EASEMENT (DE), FOR PUBLIC USE, FOR DRAINAGE AND FLOOD CONTROL PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, LEVEES, DIKES, DAMS, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF FLAGSTAFF. CITY IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR DRAINAGE AND FLOOD CONTROL PURPOSES.
DRAINAGE MAINTENANCE EASEMENT (DME), FOR CITY ACCESS TO MAINTAIN PRIVATE DRAINAGE WAYS AND DRAINAGE FEATURES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES, IN THE EVENT GRANTOR HAS FAILED TO PROPERLY MAINTAIN PRIVATE DRAINAGE WAYS IN ACCORDANCE WITH THE FLAGSTAFF CITY CODE.
SLOPE EASEMENT (SE) FOR SLOPE AND NATURAL DRAINAGE OF WATER PURPOSES ADJACENT TO ROADS, SIDEWALKS, TRAILS, AND OTHER SURFACE IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF MAN-MADE AND NATURAL SLOPES, SOIL NAILS, GABIONS, RETAINING WALLS, EROSION CONTROL IMPROVEMENTS, AND VEGETATION. GRANTOR IS RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY OF THE SLOPE, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.
PUBLIC UTILITY EASEMENT (PUE), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.

CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.
I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR

_____

DATE:_____

GENERAL NOTE

TRACTS MAY BE RE-SUBDIVIDED AND MAY BE AMENDED BY THE RECORD OWNER WITHOUT CONSENT OF ANY OTHER OWNER IN THE DEVELOPMENT.

DEVELOPER

JWP 126 LAND COMPANY
8601 N. SCOTTSDALE RD, SUITE 335
SCOTTSDALE ARIZONA 85253
PHONE: (602) 616-6828
CONTACT: TODD SEVERSON
TSeverson@symmetrycompanies.com

PROPERTY OWNER

STL 405 LLC
8601 N. SCOTTSDALE RD, SUITE 335
SCOTTSDALE ARIZONA 85253
PHONE: (602) 616-6828
CONTACT: TODD SEVERSON
TSeverson@symmetrycompanies.com

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PRELIMINARY PLAT IS GRID NORTH ACCORDING TO DIRECT OBSERVATION ON ARIZONA STATE PLANE COORDINATES, CENTRAL ZONE.

PROJECT SITE DATA

SITE ADDRESS:	NOT ASSIGNED
ASSESSOR PARCEL NUMBER:	10610004
PROJECT AREA GROSS/NET	126.05 AC/113.61 AC
PROPOSED LOTS:	54
EXISTING ZONING:	RR-RPO
PROPOSED ZONING:	RR-RPO

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 W. NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: MICHAEL T. YOUNG, P.E.
myoung@woodpatel.com

LANDSCAPE ARCHITECT

GREEY | PICKETT
7144 E. STETSON DRIVE, #205
SCOTTSDALE, AZ 85251
PHONE: (480) 609-0009
CONTACT: WENDELL PICKETT
wpickett@greeypickett.com

BENCHMARK

THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON THE CITY OF FLAGSTAFF LDP CONTROL POINT# 2222101, A BLM BRASS CAP 1965, LOCATED AT THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 7 EAST, HAVING AN ELEVATION OF 6791.64', NAVD88 CITY OF FLAGSTAFF DATUM.

STL 405 PINE CANYON EXPANSION AREA TABLE

BLOCK	AREA (NET ACRES)	USEAGE
TRACT A	8.67	PRIVATE ROADWAY TRACT
TRACT B	20.82	PRIVATE RESIDENCE AMENITY, COMMON SPACE, GOLF COURSE AND FACILITIES, UTILITIES, DRAINAGE, AND/OR LANDSCAPING
TRACT C	0.08	LANDSCAPED OPEN SPACE
TRACT D	0.17	LANDSCAPED OPEN SPACE
TRACT E	4.48	FUTURE RESIDENTIAL
TRACT F	5.31	FUTURE RESIDENTIAL, TEMPORARY PARKING
TRACT G	1.26	FUTURE PRIVATE ROADWAY, PUBLIC UTILITIES, DRAINAGE, AND/OR LANDSCAPING
TRACT H	34.01	FUTURE RESIDENTIAL, DRAINAGE
TRACT I	0.92	LANDSCAPED OPEN SPACE
TRACT J	1.33	FUTURE PUBLIC ROADWAY, FUTURE PUBLIC UTILITIES
TRACT K	2.01	FUTURE DEVELOPMENT AND UTILITIES
TOTAL TRACT AREA	79.28	
ROW (JW POWELL BLVD)	14.57	PUBLIC RIGHT-OF-WAY
LOT AREA	32.42	RESIDENTIAL
TOTAL GROSS AREA	126.05	

COMMON AREA CALCULATION:

TRACTS B,C,D,G,I, K	25.26	20% OF GROSS AREA

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STL 405 PINE CANYON EXPANSION
PRELIMINARY PLAT
FLAGSTAFF, ARIZONA
COVER SHEET

REV	DESCRIPTION	DATE

Registered Professional Engineer
CERTIFICATE NO.
33853
MICHAEL T.
YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.
EXPIRES 09-30-25

SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	1 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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LEGEND & ABBREVIATIONS

	PROJECT BOUNDARY
	LIMITS OF DISTURBANCE
1500	PROPOSED MAJOR CONTOUR ELEVATION
01	PROPOSED MINOR CONTOUR ELEVATION
1500	EXISTING MAJOR CONTOUR ELEVATION
1501	EXISTING MINOR CONTOUR ELEVATION
	POTABLE WATER PIPE & VALVE
	SANITARY SEWER PIPE, MANHOLE & CLEANOUT
	STORM DRAIN PIPE & MANHOLE
	SINGLE CURB
	ROLL/RIBBON CURB
	VERTICAL CURB & GUTTER
	FLOWLINE
	100 YR. WATER ELEVATION
	CENTERLINE, ℄
	RIGHT-OF-WAY, R/W
	MONUMENT LINE, ▪
	EASEMENT LINE
DE	DRAINAGE EASEMENT (PUBLIC)
PDE	DRAINAGE EASEMENT (PRIVATE)
DME	DRAINAGE MAINTENANCE EASEMENT
ESVAE	EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SE	SLOPE EASEMENT
SLE	SEWER LINE EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
SWE	SIDEWALK EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
VNAE	VEHICULAR NON ACCESS EASEMENT
WE	WATER EASEMENT
W&SLE	WATER AND SEWER LINE EASEMENT
2% 108	SLOPE ARROW
	EXISTING WATER VALVE ID
	FIRE HYDRANT
	FIRE HYDRANT MARKER
	WATER CURB STOP
	WATER REDUCER
	WATER AIR RELEASE VALVE, ARV
	BACKFLOW PREVENTOR
301	EXISTING SEWER MANHOLE ID
(00.00)	EXISTING ELEVATION
	SIGN POST
	EMERGENCY OVERFLOW
	RIPRAP

B/C	BACK OF CURB
BCR	BEGIN CURB RETURN
BOT	BOTTOM OF BASIN
BSL	BUILDING SETBACK LINE
C	CONCRETE ELEVATION
CR	CURB RETURN
DIP	DUCTILE IRON PIPE
ECR	END CURB RETURN
EOP	EDGE OF PAVEMENT
EG	EXISTING GROUND
E/P	EDGE OF PAVEMENT
F/C	FACE OF CURB
G	GUTTER
FG	FINISHED GRADE
FL	FLOWLINE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HOA	HOMEOWNERS ASSOCIATION
HWE	HIGH WATER ELEVATION
P	PAVEMENT ELEVATION
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL INTERSECTION
SCO	SEWER CLEANOUT
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
MH	SANITARY SEWER MANHOLE
S	SANITARY SEWER
TC	TOP OF CURB ELEVATION
TL	TRUE LENGTH
TOP	TOP OF BASIN
TS	TRUE SLOPE
VG	VALLEY GUTTER
VP	VOLUME PROVIDED
VR	VOLUME REQUIRED
W	WATER
WSE	WATER SURFACE ELEVATION

3 SHEET NUMBER

SHEET MATCHLINE

N

0 200 400

Horz. 1 in. = 200 ft.

N00°21'25"W 2620.30'

WEST QUARTER CORNER, SECTION 26
TOWNSHIP 21 NORTH, RANGE 7 EAST
NOTHING FOUND NOTHING SET

APN 10610001D
FUTURE LITTLE AMERICA
LITTLE AMERICA HOTELS & RESORTS

S00°50'22"E 2651.20'

APN 10610001B
FUTURE LITTLE AMERICA
LITTLE AMERICA HOTELS & RESORTS INC

EXISTING 30' TRAIL EASEMENT
PER DOCKET 2165, PAGE 974

CENTER SECTION 26
TOWNSHIP 21 NORTH, RANGE 7 EAST
FOUND 2" BRASS CAP LS 4321

TRACT K

9

EXISTING 30' TRAIL EASEMENT
PER DOCKET 2165, PAGE 974

S00°48'17"E 1362.99'

ASLD PARCEL
FUTURE TRACT
NOT A PART

APN 10414118
PARCEL 1 AT JUNIPER POINT
JP325 LLC

APN 10610003
ELK RIDGE GROUP, LLC

ASLD PARCEL
FUTURE TRACT
NOT A PART

PROPOSED
RIGHT-OF-WAY

N01°12'02"W 2782.22'

JW POWELL BLVD

TRACT I

W&SLE

3

TRACT B

TRACT A

4

TRACT E

SLE

TRACT B

TRACT F

TRACT G

TRACT H

SLE

EXISTING 61.00' TRACT
"PER FINAL REPLAT FOR COCONINO
RIDGE LOTS 23-24 AND TRACT E
INSTRUMENT No. 4004828

TRACT A

TRACT C

5

TRACT B

6

TRACT D

TRACT A

TRACT A

TELLURIDE DR

COCONINO RIDGE
AT PINE CANYON
INST. NO. 3775754

PINYON JAY DR

S88°14'11"W 2613.12'

SOUTHWEST CORNER, SECTION 26
TOWNSHIP 21 NORTH, RANGE 7 EAST
FOUND ALUMINUM CAP STAMPED "4321"

COCONINO NATIONAL FOREST
PUBLIC LANDS FOREST (PLF-RPO)

PROPOSED SEGMENT OF JW POWELL BLVD.
ROADWAY AND UTILITIES (BY OTHERS)

N88°49'40"E 2613.27'

ASLD PARCEL
FUTURE TRACT
NOT A PART

JW POWELL BLVD

TRACT H

8

7

EXISTING 30' TRAIL EASEMENT
PER DOCKET 2165, PAGE 974

S00°47'25"E 1336.39'

ASLD PARCEL
FUTURE TRACT
NOT A PART

APN 1067002
ARIZONA BOARD OF REGENTS FOR
NORTHERN ARIZONA UNIVERSITY

S88°14'11"W 2613.12'

SOUTH QUARTER CORNER, SECTION 26
TOWNSHIP 21 NORTH, RANGE 7 EAST
NOTHING FOUND NOTHING SET

SOUTHEAST CORNER, SECTION 26
TOWNSHIP 21 NORTH, RANGE 7 EAST
FOUND1" OP

NOTE:
CUSTOM LOTS #23 THRU #54 SHALL DESIGN AND MAINTAIN
DRIVEWAYS IN ACCORDANCE WITH 13-10-010-0001.

OVERVIEW MAP

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

OVERVIEW MAP

REV	DESCRIPTION	DATE

Professional Engineer
31953
MICHAEL T. YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.
EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 200'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	2 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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N

0 60 120

Horz. 1 in. = 60 ft.

ASLD PARCEL
FUTURE TRACT
NOT A PART

APN 10414118
PARCEL 1 AT JUNIPER POINT
JP325 LLC

JW POWELL BLVD

TRACT B

TRACT I

WILDERNESS WAY

EASY SWING

PROPOSED STREET LIGHT
PROPOSED FH
PROJECT BOUNDARY
PROPOSED STREETLIGHT
PROPOSED STORM DRAIN
PROPOSED 6' SIDEWALK
PROPOSED 6" MAG VERT. CURB & GUTTER
PROPOSED 6" ADOT CURB
PROPOSED 10' FUTS TRAIL
PROPOSED SLOPE EASEMENT
CLEAR VIEW ZONE
PROPOSED 20" WATERLINE
PROPOSED LANDSCAPING IN MEDIAN, PARKWAY, AND RIGHT OF WAY PER LANDSCAPE PLAN
PROPOSED 4" MAG ROLL CURB
PROPOSED 18" STORM DRAIN
PROPOSED 8" WATER
PROPOSED 8" SEWER
PROPOSED WATER VALVE
PROPOSED 18" CULVERT
PROPOSED AMENITY USE EASEMENT
NOTE: GRADED ACCESS TO ALL MANHOLES TO BE PER 10' FUTS STANDARD
PROPOSED PDE
PROPOSED SE
CONNECT NEW 20" WATER TO EXISTING 20" WATER
EXISTING STREET LIGHT
EX. 5' SIDEWALK
EXISTING CURB AND GUTTER
BEGIN PROPOSED IMPROVEMENTS
EX. 10' SIDEWALK (FUTS)
EX. STREETLIGHT
EX. 20"W
APN 10522089
APN 10522088
APN 10522087
SHEET 4
SHEET 5

KEY MAP

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
31853
MICHAEL T. YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	3 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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N

0 60 120

Horz. 1 in. = 60 ft.

TRACT J

ASLD PARCEL FUTURE TRACT NOT A PART

SHEET 9

PROPOSED PDE & DME
PROPOSED SLOPE EASEMENT
CLEAR VIEW ZONE
PROPOSED STREET LIGHT
PROPOSED 10" SEWER STUB
PROPOSED RIGHT OF WAY LIMIT
PROPOSED 12" WATER STUB
PROPOSED PDE & DME
PROPOSED DE
PROPOSED 4" ROLL CURB
30.0' EX TRAIL EASEMENT PER DOCKET 2165, PG 974
PORTION OF EXISTING ARIZONA TRAIL EASEMENT TO BE ABANDONED
PROPOSED DE
PROPOSED ARIZONA TRAIL EASEMENT ABANDONMENT
PROPOSED STREET LIGHT
PROPOSED DE
PROPOSED STREETLIGHT
PROPOSED FH
PROPOSED STREETLIGHT
PROPOSED PDE & DME
PROPOSED STREETLIGHT
EXTENDED DETENTION STORAGE BASIN SA-A (LID BASIN)
PROPOSED 9" BASIN BLEED PIPE
PROPOSED STREET LIGHT
PROPOSED RIGHT OF WAY LIMIT
PROPOSED PDE & DME
PROPOSED 30" STORM DRAIN
PROPOSED FH
TRACT A
TRACT B
TRACT E
TRACT F
TRACT G
TRACT H
WILDERNESS WAY
PHASE 1
PHASE 2
CLEAR VIEW ZONE
PROPOSED STREET LIGHT
PROPOSED 18" STORM DRAIN
PROPOSED 6" MAG VERT. CURB & GUTTER
PROPOSED 10' FUTS AND AZ TRAIL
PROPOSED STREET LIGHT
PROPOSED 20" WATERLINE
PROPOSED BIKE RAMP
PROPOSED FH
PROPOSED STREET LIGHT
PROPOSED EXTENDED DETENTION STORAGE BASIN SA-C (LID BASIN)
PROPOSED DE
PROPOSED PDE & DME
PROPOSED DE
PROPOSED PDE & DME
PROPOSED STREET LIGHT
PORTION OF EXISTING ARIZONA TRAIL TO BE ABANDONED
PROPOSED 6" BASIN BLEED PIPE
30.0' EX TRAIL EASEMENT PER DOCKET 2165, PG 974
PROPOSED FH
PROPOSED 10' FUTS AND AZ TRAIL
PROPOSED STREET LIGHT
PROPOSED LANDSCAPING IN MEDIAN, PARKWAY, AND RIGHT OF WAY PER LANDSCAPE PLAN
PROPOSED DE
PROPOSED 18" STORM DRAIN
PROPOSED 8" SEWER STUB
PROPOSED 12" WATER STUB
PROPOSED 30" CULVERT
PROPOSED STREET LIGHT
PROPOSED PDE & DME
PROPOSED 12" SEWER
PROPOSED STREET LIGHT
PROPOSED 10' FUTS AND AZ TRAIL
PROPOSED DE
PROPOSED 18" STORM DRAIN
PROPOSED PA
FUTURE / POTENTIAL ARIZONA TRAIL TO BE DEDICATED BY SEPARATE INSTRUMENT
NOTE: ALL GRADING TO OCCUR IN PHASE 1
PROPOSED EXTENDED DETENTION STORAGE BASIN -F (LID BASIN) MAXIMUM WSE 6859.5
PROPOSED 6" ADOT CURB
RECIPROCOL EASEMENT PER INSTRUMENT No. 4011691
PROPOSED MINOR COLLECTOR (NOT A PART) ELK RIDGE COLLECTOR ROAD EASEMENT PER INSTRUMENT No. 4011691
PROPOSED 9" BASIN BLEED PIPE
PRIVATE OUTLET STUCTURE
MAINTENANCE ACCESS WITH MOUNTABLE CURB
PROPOSED 30" CULVERT
PROPOSED 18" STORM DRAIN
PROPOSED STREET LIGHT
PROPOSED 10" SEWER STUB
PROPOSED 12" WATER STUB
PROPOSED 24" STORM DRA
PROPOSE
ELK RIDGE ROAD
APN 10610003
ELK RIDGE GROUP, LLC
NOTE: GRADED ACCESS TO ALL MANHOLES TO BE PER 10' FUTS STANDARD
EXTENDED DETENTION STORAGE BASIN SA-D (LID BASIN)
PROPOSED VEHICULAR GATES
PROPOSED SE
PROPOSED PDE & DME
PROPOSED 9" BASIN BLEED PIPE
PROPOSED FH
PROPOSED 18" STORM DRAIN
PROPOSED PDE & DME
PROPOSED SE
PROPOSED PDE & DME
PROPOSED 30" STORM DRAIN
PROPOSED FH
PROPOSED PDE & DME
PROPOSED STREET LIGHT
PROPOSED RIGHT OF WAY LIMIT
PROPOSED PDE & DME
CLEAR VIEW ZONE
PROPOSED STREET LIGHT
PROPOSED STREET LIGHT
PROPOSED PDE & DME
PROPOSED EXTENDED DETENTION STORAGE BASIN SA-C (LID BASIN)
PROPOSED STREET LIGHT
PROPOSED DE
PROPOSED PDE & DME
PROPOSED DE
PROPOSED 18" STORM DRAIN
PROPOSED 8" SEWER STUB
PROPOSED 12" WATER STUB
PROPOSED 30" CULVERT
PROPOSED STREET LIGHT
PROPOSED PDE & DME
PROPOSED 12" SEWER
PROPOSED STREET LIGHT
PROPOSED 10' FUTS AND AZ TRAIL
PROPOSED DE
PROPOSED 18" STORM DRAIN
PROPOSE
PA
SHEET 3
SHEET 5
SHEET 6
SHEET 7
KEY MAP

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
37853
MICHAEL T. YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	4 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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N

0 60 120

Horz. 1 in. = 60 ft.

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

Robert C. Wood, Jr. Certificate No. 31853 MICHAEL T. YOUNG Date Signed 8/29/25 ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	5 OF 15

KEY MAP

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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TRACT H

TRACT G

TRACT F

TRACT B

EXTENDED DETENTION STORAGE BASIN SA-D (LID BASIN)

EXTENDED DETENTION STORAGE BASIN SA-E1 (LID BASIN)

NOTE: GRADED ACCESS TO ALL MANHOLES TO BE PER 10' FUTS STANDARD

WILDERNESS WAY

GREEN TRAILS

OVERLOOK TRAIL

SHEET 4

SHEET 5

SHEET 7

PROPOSED FH

PROPOSED 18" STORM DRAIN

PROPOSED PDE & DME

PROPOSED PDE

PROPOSED WATER VALVE

PROPOSED 24" STORM DRAIN

TRACT F ACCESS

PROPOSED SE

PROPOSED 8" SEWER STUB

PROPOSED 8" WATER STUB

PROPOSED 18" CULVERT

PROPOSED STREET LIGHT

PROPOSED 10' FUTS AND AZ TRAIL

PROPOSED DE

PROPOSED 18" STORM DRAIN

PROPOS P

PROPOSED PDE&DME

PROPOSED 9" BASIN BLEED PIPE

PROJECT BOUNDARY

COCONINO NATIONAL FOREST
PUBLIC LANDS FOREST (PLF-RPO)

N

0 60 120

Horz. 1 in. = 60 ft.

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
31853
MICHAEL T. YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	6 OF 15

KEY MAP

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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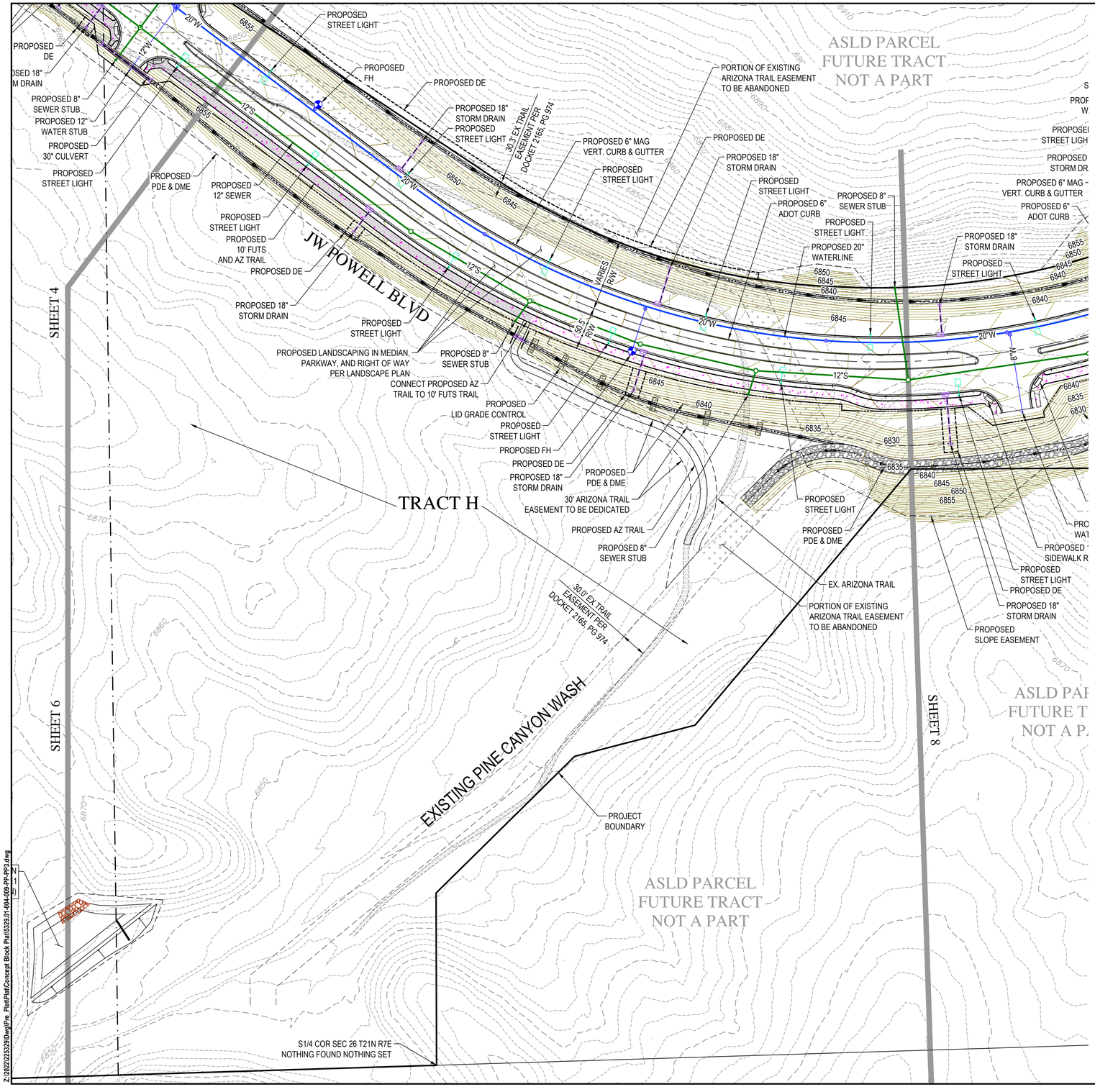

N

0 60 120

Horz. 1 in. = 60 ft.

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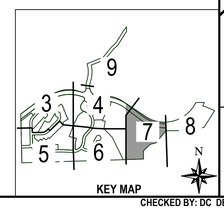
STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

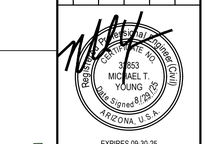
FLAGSTAFF, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE



KEY MAP



EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	7 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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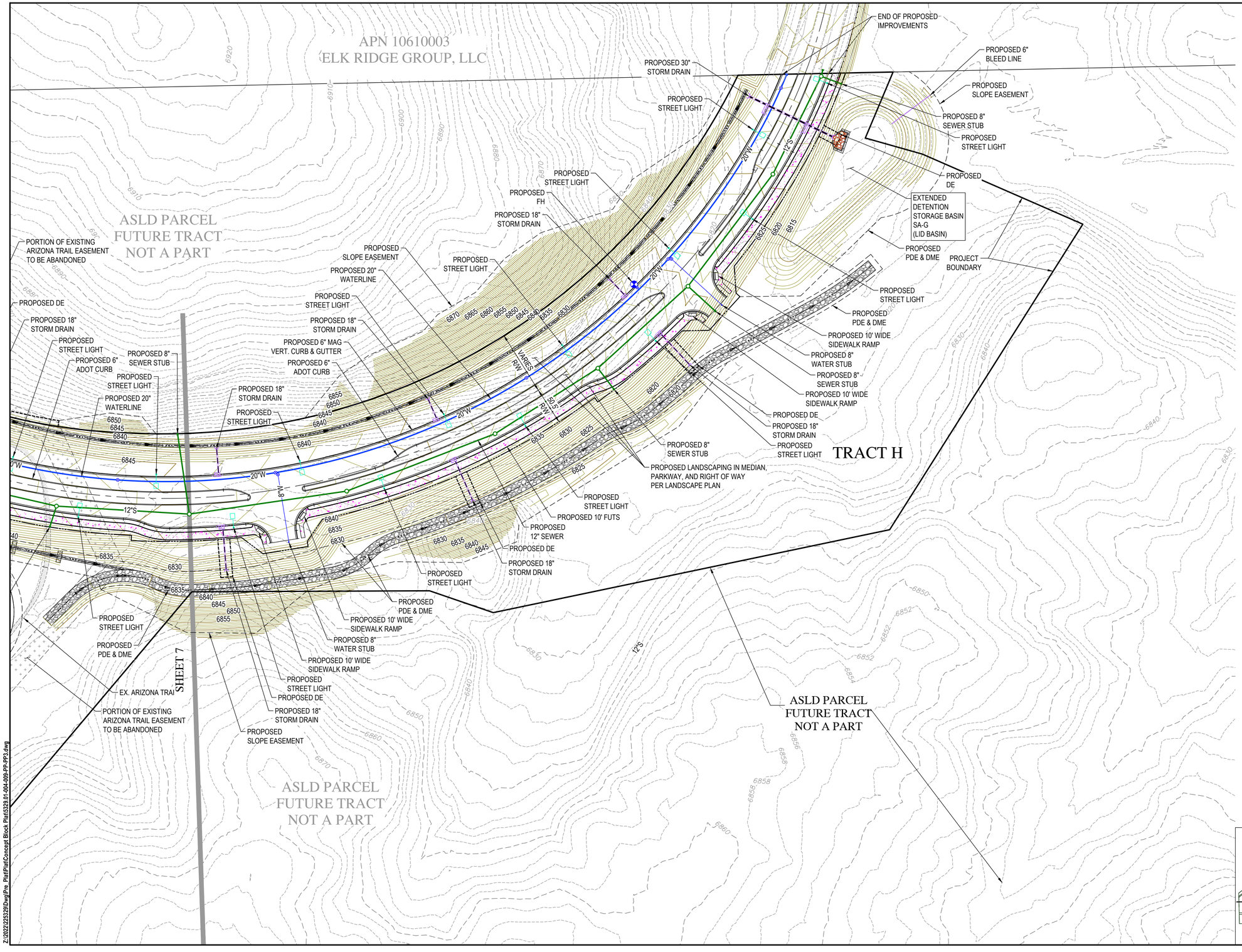

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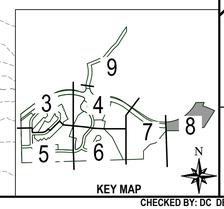
STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE



CERTIFICATE NO.
37853
MICHAEL T. YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.
EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	8 OF 15

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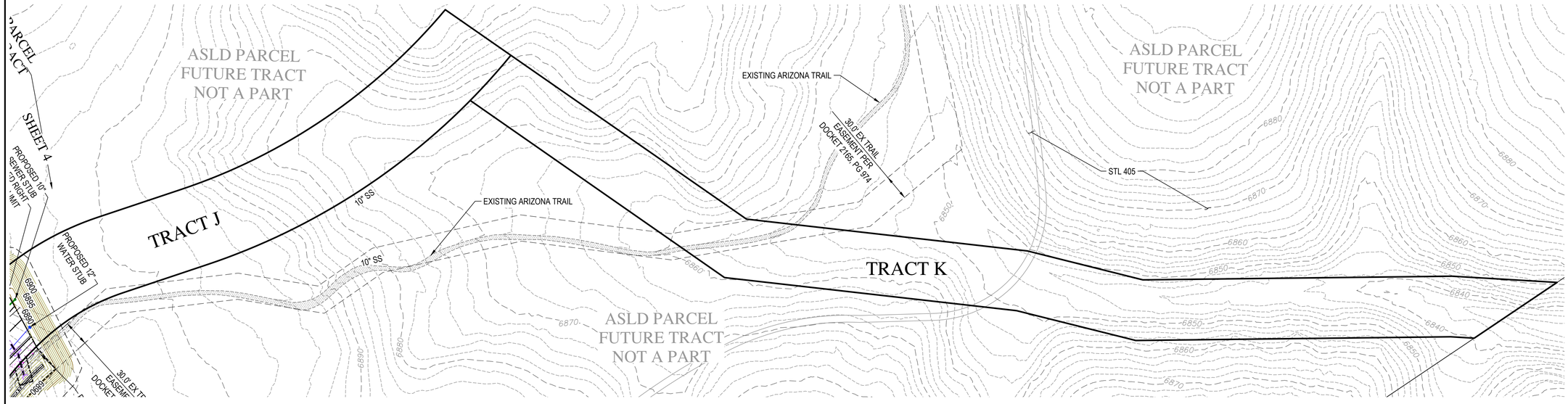

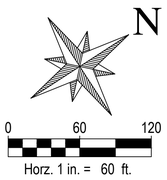

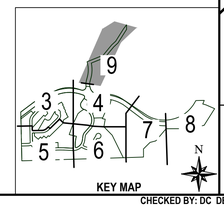

KEY MAP

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
31853
MICHAEL T. YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	9 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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N

0 60 120

Horz. 1 in. = 60 ft.

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

CERTIFICATE NO. 31853 MICHAEL T. YOUNG Date Signed 8/29/25 ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	10 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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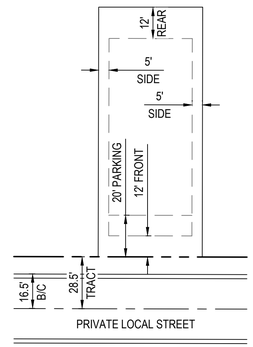
LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT: 1	9,879	0.23
LOT: 2	9,858	0.23
LOT: 3	9,785	0.22
LOT: 4	9,897	0.23
LOT: 5	10,331	0.24
LOT: 6	13,354	0.31
LOT: 7	14,780	0.34
LOT: 8	12,812	0.29
LOT: 9	10,611	0.24
LOT: 10	10,434	0.24
LOT: 11	9,637	0.22
LOT: 12	12,197	0.28
LOT: 13	12,198	0.28
LOT: 14	12,259	0.28
LOT: 15	15,430	0.35
LOT: 16	13,275	0.30
LOT: 17	13,595	0.31
LOT: 18	14,939	0.34
LOT: 19	11,266	0.26
LOT: 20	13,154	0.30
LOT: 21	18,051	0.41
LOT: 22	23,809	0.55
LOT: 23	20,551	0.47
LOT: 24	16,345	0.38
LOT: 25	25,820	0.59

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT: 26	24,242	0.56
LOT: 27	24,745	0.57
LOT: 28	21,413	0.49
LOT: 29	21,384	0.49
LOT: 30	21,380	0.49
LOT: 31	21,377	0.49
LOT: 32	21,373	0.49
LOT: 33	23,577	0.54
LOT: 34	80,278	1.84
LOT: 35	37,736	0.87
LOT: 36	32,622	0.75
LOT: 37	32,725	0.75
LOT: 38	34,660	0.80
LOT: 39	35,409	0.81
LOT: 40	34,495	0.79
LOT: 41	32,796	0.75
LOT: 42	33,953	0.78
LOT: 43	39,310	0.90
LOT: 44	33,413	0.77
LOT: 45	34,763	0.80
LOT: 46	31,907	0.73
LOT: 47	33,360	0.77
LOT: 48	78,650	1.81
LOT: 49	70,991	1.63
LOT: 50	42,044	0.97

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT: 51	37,265	0.86
LOT: 52	50,761	1.17
LOT: 53	45,214	1.04
LOT: 54	36,159	0.83

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
C1	18°52'14"	390.36'	128.57'	64.87'	127.99'
C2	95°49'09"	250.00'	418.09'	276.77'	371.04'
C2	95°49'09"	250.00'	418.09'	276.77'	371.04'
C3	43°09'21"	200.00'	150.64'	79.10'	147.11'
C4	35°51'45"	156.00'	97.64'	50.48'	96.06'
C5	70°03'05"	85.00'	103.92'	59.57'	97.57'
C6	43°19'39"	200.00'	151.24'	79.44'	147.66'
C8	9°37'34"	2000.00'	336.01'	168.40'	335.62'
C9	85°10'25"	255.00'	379.07'	234.38'	345.12'
C10	49°54'58"	322.01'	280.54'	149.87'	271.75'
C11	29°14'03"	350.00'	178.58'	91.28'	176.65'
C12	43°24'48"	190.00'	143.96'	75.64'	140.55'
C13	33°51'29"	145.00'	85.69'	44.13'	84.44'
C14	75°36'16"	300.00'	395.86'	232.72'	367.76'
C15	64°26'48"	150.00'	168.72'	94.55'	159.97'
C16	10°36'50"	1200.00'	222.30'	111.47'	221.98'
C17	44°45'01"	930.00'	726.37'	382.85'	708.04'
C18	10°43'19"	930.00'	174.03'	87.27'	173.78'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°47'58"E	130.48'
L2	S1°10'45"E	477.15'
L3	S88°49'15"W	268.31'
L4	S45°39'55"W	344.39'
L5	S42°08'55"W	119.32'
L6	N83°00'06"E	187.34'
L7	S87°22'21"E	215.50'
L8	N79°50'21"E	100.31'
L9	S10°09'39"E	102.08'
L10	S33°15'09"W	37.40'
L11	N56°44'51"W	27.19'
L12	N7°27'14"E	100.35'
L13	N41°18'44"E	162.26'
L14	N34°17'32"W	192.68'
L14	N34°17'32"W	192.68'
L15	N30°09'16"E	150.43'
L16	N8°39'03"W	210.31'
L17	S53°03'06"W	429.41'
L18	S63°39'56"W	277.14'
L19	N71°35'03"W	199.15'



MINIMUM BUILDING STBACK DETAIL
PER PRD (RR ZONING)
N.T.S.

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

LINE TABLE AND SECTIONS

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
31053
MICHAEL T.
YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	11 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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LEGEND:

PHASE 1

PHASE 2

PROJECT PHASING:

PHASE 1:

1. PROPOSED FINAL PLAT ENCOMPASSING 126.05 ACRES INCLUDING DEDICATION OF RIGHT-OF-WAY AND ASSOCIATED EASEMENTS FOR PROPOSED JW POWELL BLVD. WITHIN PROJECT BOUNDARY, SUBDIVISION OF 54 LOTS, AND DEDICATION OF TRACTS A THROUGH K.
2. PROPOSED GRADING FOR JW POWELL BLVD. FROM WEST PROPERTY BOUNDARY TO EAST PROPERTY BOUNDARY.
3. CONSTRUCTION OF FULL EXTENT OF GRAVITY SEWER LINE IN JWP POWELL BLVD. TO ITS CONNECTION POINT AT EAST BOUNDARY LINE.
4. CONSTRUCTION OF INTERIM 2 LANE SECTION FOR JW POWELL BLVD. ROADWAY IMPROVEMENTS FROM WEST BOUNDARY TO EAST OF PROPOSED ROUNDABOUT.
5. CONSTRUCTION OF SUBDIVISION IMPROVEMENTS IN TRACT A TO SERVE 54 LOTS
6. CONSTRUCTION OF TELLURIDE DRIVE FROM PINON JAY TO WILDERNESS WAY.

PHASE 2:

7. CONSTRUCTION OF 20-INCH WATERLINE EAST OF PROPOSED ROUNDABOUT TO EAST PROPERTY LINE.
8. CONSTRUCTION OF INTERIM 2 LANE SECTION FOR JW POWELL BLVD. ROADWAY IMPROVEMENTS BETWEEN EAST OF PROPOSED ROUNDABOUT TO EAST END OF PROJECT.

APN 10414118
PARCEL 1 AT JUNIPER POINT
JP325 LLC

APN 10610001D
LITTLE AMERICA HOTELS & RESORTS INC

APN 10610001C
LITTLE AMERICA HOTELS & RESORTS INC

APN 10610001B
LITTLE AMERICA HOTELS & RESORTS INC

APN 10610003
ELK RIDGE GROUP, LLC

PROPOSED CONNECTION OF GRAVITY SEWERLINE (BY OTHERS)

PROPOSED SEGMENT OF JW POWELL BLVD. ROADWAY AND UTILITIES (BY OTHERS)

NOTE:
PROPOSED PHASE 1 GRAVITY SEWER MAIN TO CONNECT WITH OFFSITE SEWER.

NOTE:
PROPOSED GRAVITY SEWER MAIN TO BE CONSTRUCTED TO EAST BOUNDARY LINE IN PHASE 1.

TRACT K
FUTURE DEVELOPMENT/UTILITIES

TRACT J
FUTURE PUBLIC ROADWAY

PHASE 1

PHASE 2
(WATERLINE AND PAVING)

JW POWELL BLVD

TRACT B
PER SEPARATE
SITE PLAN

TRACT I

TRACT E

FUTURE DEVELOPMENT
BY SEPARATE SUBMITTAL

PHASE 1 SEWER

PHASE 2
(WATERLINE AND PAVING)

PHASE 1 SEWER

TRACT H

PHASE 1

TRACT F

FUTURE DEVELOPMENT
BY SEPARATE SUBMITTAL

TRACT G

PHASE 2

JW POWELL BLVD

TRACT H

FUTURE
RESIDENTIAL

LAST SWING

TRACT A

PER SEPARATE
SITE PLAN

TRACT C

TELLURIDE DR

PINYON JAY DR

TRACT D

WILDERNESS WAY

TRACT A

GREEN TRAIL

OVERLOOK TRAIL

COCONINO NATIONAL FOREST
PUBLIC LANDS FOREST (PLF-RPO)

N

0 200 400

Horz. 1 in. = 200 ft.

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

PHASING PLAN

REV	DESCRIPTION	DATE

Registered Professional Engineer
CERTIFICATE NO.
31653
MICHAEL T.
YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 200'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	12 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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INTERSECTION 1 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	JW POWELL BLVD	RIGHT	40	6.5	YES	YES	3	6.5	383	250
D2	JW POWELL BLVD	LEFT	40	7.5	YES	YES	3	8.5	500	250

INTERSECTION 2 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	JW POWELL BLVD	RIGHT	40	6.5	YES	YES	3	6.5	383	250
D2	JW POWELL BLVD	LEFT	40	7.5	YES	YES	3	8.5	500	250

INTERSECTION 3 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	JW POWELL BLVD	RIGHT	40	6.5	YES	YES	3	6.5	383	250
D2	JW POWELL BLVD	LEFT	40	7.5	YES	YES	3	8.5	500	250

INTERSECTION 4 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	WILDERNESS WAY	RIGHT	25	6.5	YES	YES	1	6.5	239	250
D2	WILDERNESS WAY	LEFT	25	7.5	YES	YES	1	7.5	276	250

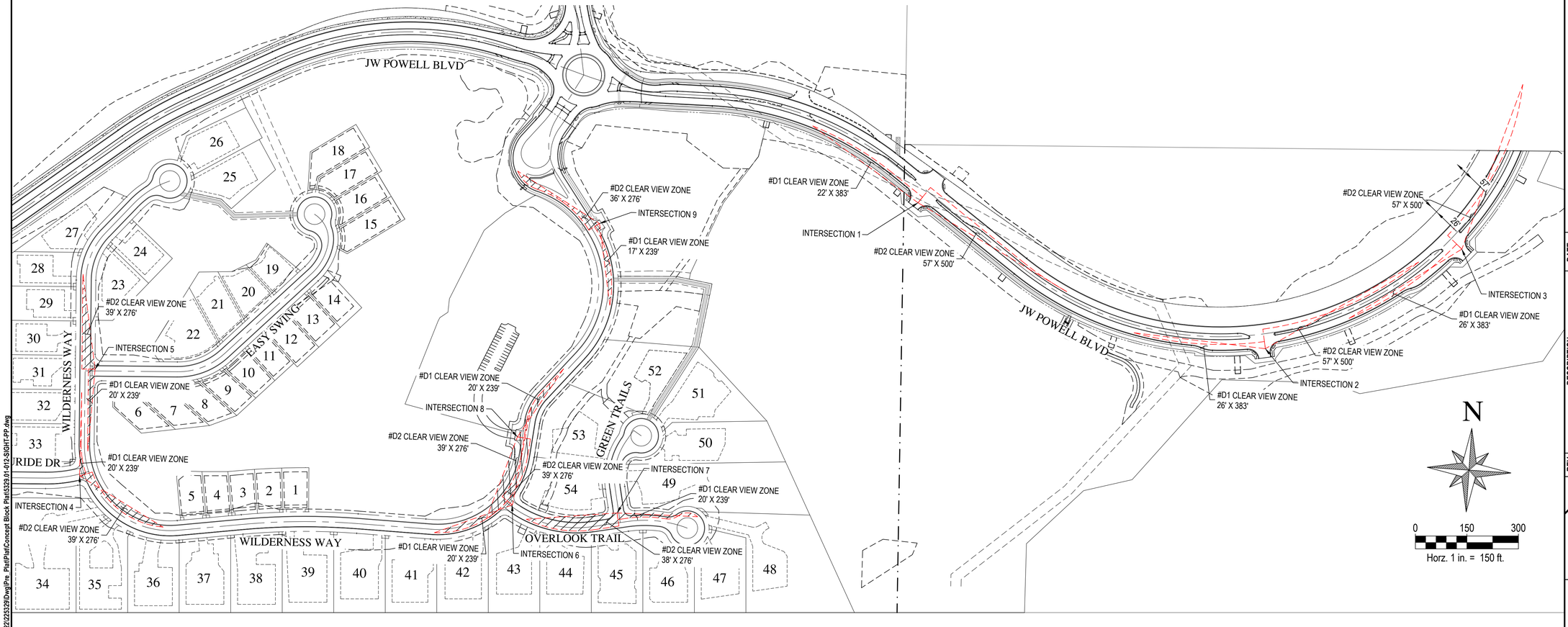
INTERSECTION 5 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	WILDERNESS WAY	RIGHT	25	6.5	YES	YES	1	6.5	239	250
D2	WILDERNESS WAY	LEFT	25	7.5	YES	YES	1	7.5	276	250

INTERSECTION 6 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	WILDERNESS WAY	RIGHT	25	6.5	YES	YES	1	6.5	239	250
D2	WILDERNESS WAY	LEFT	25	7.5	YES	YES	1	7.5	276	250

INTERSECTION 7 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	OVERLOOK TRAIL	RIGHT	25	6.5	YES	YES	1	6.5	239	250
D2	OVERLOOK TRAIL	LEFT	25	7.5	YES	YES	1	7.5	276	250

INTERSECTION 8 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	WILDERNESS WAY	RIGHT	25	6.5	YES	YES	1	6.5	239	250
D2	WILDERNESS WAY	LEFT	25	7.5	YES	YES	1	7.5	276	250

INTERSECTION 9 - CLEAR VIEW CALCULATIONS - INTERIM CONDITIONS										
ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSING	NO. OF LANES	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	WILDERNESS WAY	RIGHT	25	6.5	YES	YES	1	6.5	239	250
D2	WILDERNESS WAY	LEFT	25	7.5	YES	YES	1	7.5	276	250



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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

CLEAR VIEW ZONES

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
31853
MICHAEL T. YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 150'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	13 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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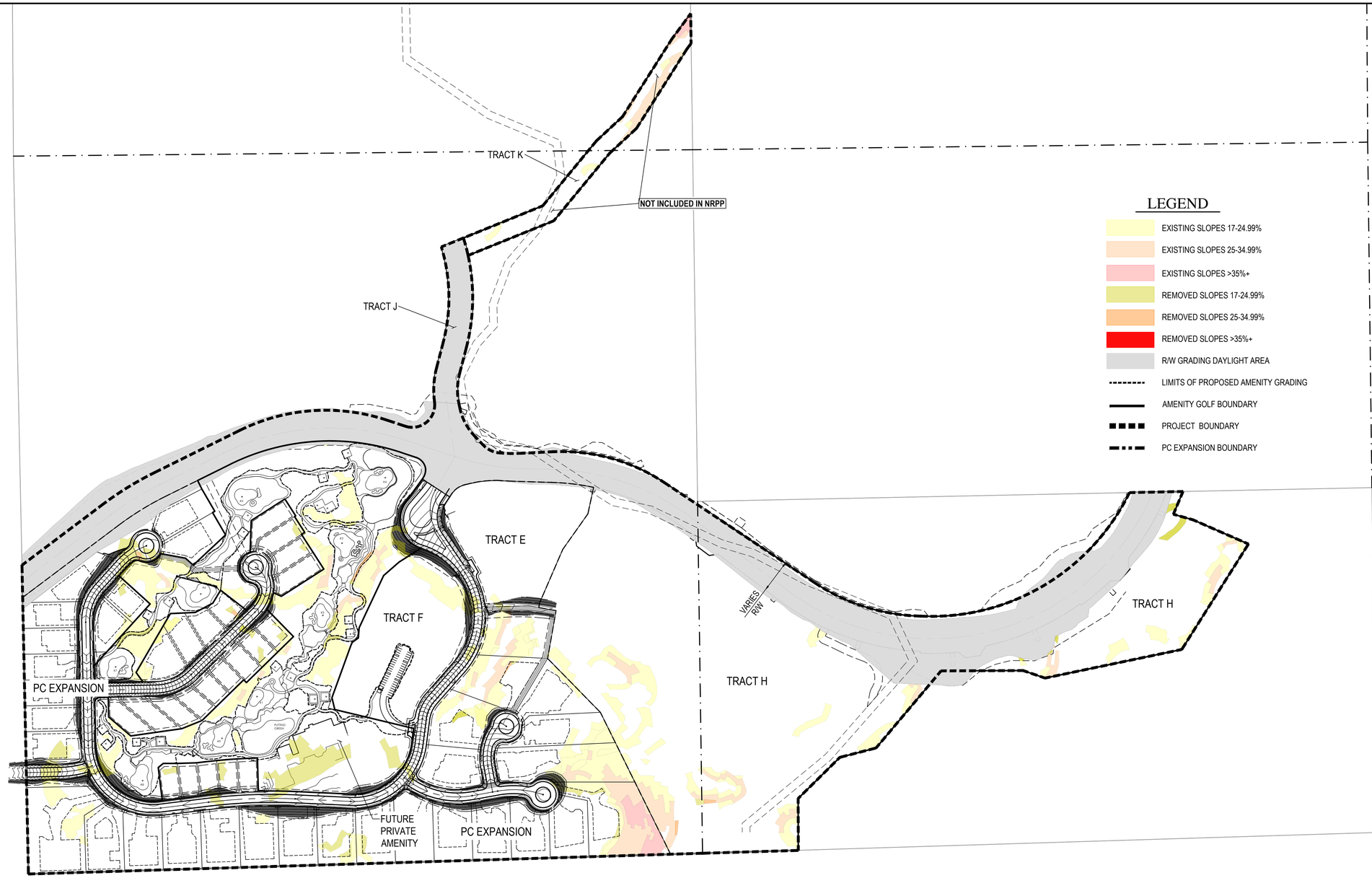

PARCEL INFORMATION		FLOODPLAIN RESOURCES			<35% SLOPE RESOURCES						25-34.99% SLOPE RESOURCES						17-24.99% SLOPE RESOURCES					
PARCEL	ACERAGE ±	ZONING	RURAL FLOODPLAIN (ACRES)	REQUIRED RURAL FLOODPLAIN PRESERVATION	TOTAL EXISTING >35% SLOPE (ACRES)	REQUIRED >35% PRESERVATION RATE	REQUIRED >35% SLOPE (ACRES)	DISTURBED >35% SLOPE (ACRES)	PRESERVED >35% SLOPE (ACRES)	PRESERVATION RATE %	TOTAL EXISTING 25-34.99% SLOPE (ACRES)	REQUIRED 25-34.99% PRESERVATION RATE	REQUIRED 25-34.99% SLOPE (ACRES)	DISTURBED 25-34.99% SLOPE (ACRES)	PRESERVED 25-34.99% SLOPE (ACRES)	PRESERVATION RATE %	TOTAL EXISTING 17-24.99% SLOPE (ACRES)	REQUIRED 17-24.99% PRESERVATION RATE	REQUIRED 17-24.99% SLOPE (ACRES)	DISTURBED 17-24.99% SLOPE (ACRES)	PRESERVED 17-24.99% SLOPE (ACRES)	PRESERVATION RATE %
JWP 126	43.55	RR-RPO	0	100%	0.907	100%	0.907	0	0.907	100%	1.03	80%	0.824	0.034	0.996	97%	4.55	70%	3.185	1.38	3.17	70%
AMENITY	20.82	RR-RPO	0	100%	0	100%	0	0	0	100%	0.293	80%	0.2344	0.038	0.255	87%	4.19	70%	2.933	1.18	3.01	72%
TRACT E	4.48	RR-RPO	0	100%	N/A	100%	N/A	N/A	N/A	N/A	N/A	80%	N/A	N/A	N/A	N/A	0.02	70%	0.014	0.0005	0.0195	98%
TRACT F	5.31	RR-RPO	0	100%	N/A	100%	N/A	N/A	N/A	N/A	N/A	80%	N/A	N/A	N/A	N/A	0.34	70%	0.238	0	0.34	100%
TRACT H	34.01	RR-RPO	0	100%	N/A	100%	N/A	N/A	N/A	N/A	0.91	80%	0.728	0.028	0.882	97%	2.48	70%	1.736	0.12	2.36	95%
TRACT J	1.33	RR-RPO	0	100%	N/A	100%	N/A	N/A	N/A	N/A	N/A	80%	N/A	N/A	N/A	N/A	N/A	70%	N/A	N/A	N/A	N/A
R/W JWP	14.34	RR-RPO	N/A	100%	N/A	100%	N/A	N/A	N/A	N/A	N/A	80%	N/A	N/A	N/A	N/A	N/A	70%	N/A	N/A	N/A	N/A
TOTAL:	123.84		0	100%	0.907	100%	0.907		0.907	100%	2.233	80%	1.7864	0.1	2.133	96%	11.58	70%	8.106	2.6805	8.8995	77%

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STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

NATURAL RESOURCE PROTECTION PLAN - SLOPE

REV	DESCRIPTION	DATE

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
31953
MICHAEL T. YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.
EXPIRES 09-30-25

SCALE (HORIZ.) 1" = 200'
SCALE (VERT.) N/A
DATE 8/29/2025
JOB NUMBER 225329
SHEET 14 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

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FOREST RESOURCE POINTS (TRACT E ONLY)

TOTAL EXISTING TREE POINTS WITHIN PROJECT SITE: 1,520

PROPOSED DISTURBED TREE POINTS WITHIN PROJECT SITE: 231

TOTAL PRESERVED TREE POINT PERCENTAGE: **85%** (1,520 - 231 = 1,289)

FOREST RESOURCE PROTECTION WILL COMPLY WITH FOREST MANAGEMENT PLAN STANDARDS OF CITY OF FLAGSTAFF.

FOREST RESOURCE POINTS (TRACT H ONLY)

TOTAL EXISTING TREE POINTS WITHIN PROJECT SITE: 10,213

PROPOSED DISTURBED TREE POINTS WITHIN PROJECT SITE: 1,285

TOTAL PRESERVED TREE POINT PERCENTAGE: **87%** (10,213 - 1,285 = 8,928)

FOREST RESOURCE PROTECTION WILL COMPLY WITH FOREST MANAGEMENT PLAN STANDARDS OF CITY OF FLAGSTAFF.

FOREST RESOURCE POINTS

TOTAL EXISTING TREE POINTS WITHIN PROJECT SITE: 20,754

PROPOSED DISTURBED TREE POINTS WITHIN PROJECT SITE: 10,293
PLUS (6) PREVIOUSLY DISTURBED TREES (8IN. DBH @ 1 POINT EA) = 6 POINTS
TOTAL DISTURBED TREE POINTS: 10,299

TOTAL PRESERVED TREE POINT PERCENTAGE: **50%** (20,754 - 10,299 = 10,455)

FOREST RESOURCE PROTECTION WILL COMPLY WITH FOREST MANAGEMENT PLAN STANDARDS OF CITY OF FLAGSTAFF.

FOREST RESOURCE POINTS (TRACT F ONLY)

TOTAL EXISTING TREE POINTS WITHIN PROJECT SITE: 1,375

PROPOSED DISTURBED TREE POINTS WITHIN PROJECT SITE: 187

TOTAL PRESERVED TREE POINT PERCENTAGE: **86%** (1,375 - 187 = 1,188)

FOREST RESOURCE PROTECTION WILL COMPLY WITH FOREST MANAGEMENT PLAN STANDARDS OF CITY OF FLAGSTAFF.

APPROXIMATE LIMIT OF DISTURBANCE
APPROXIMATE LIMIT OF PRESERVED AREAS
PROJECT BOUNDARY
LIMITS OF DISTURBANCE
AMENITY BOUNDARY
LIMITS OF PROPOSED AMENITY GRADING

LEGEND

- 0 POINT UNDISTURBED TREE (< 6 IN. DBH)
- 1 POINT UNDISTURBED TREE (6-8 IN. DBH)
- 2 POINT UNDISTURBED TREE (9-12 IN. DBH)
- 4 POINT UNDISTURBED TREE (13-17 IN. DBH)
- 8 POINT UNDISTURBED TREE (18-24 IN. DBH)
- 20 POINT UNDISTURBED TREE (> 25 IN. DBH)
- 0 POINT DISTURBED TREE (< 6 IN. DBH)
- 1 POINT DISTURBED TREE (6-8 IN. DBH)
- 2 POINT DISTURBED TREE (9-12 IN. DBH)
- 4 POINT DISTURBED TREE (13-17 IN. DBH)
- 8 POINT DISTURBED TREE (18-24 IN. DBH)
- 20 POINT DISTURBED TREE (> 25 IN. DBH)
- 1 POINT PREVIOUSLY DISTURBED TREE (6-8 IN. DBH)

WOOD PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
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602.335.8500
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Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

STL 405 PINE CANYON EXPANSION

PRELIMINARY PLAT

FLAGSTAFF, ARIZONA

NATURAL RESOURCE PROTECTION PLAN - FOREST

REV	DESCRIPTION	DATE

REGISTERED LANDSCAPE ARCHITECT
31953
MICHAEL T YOUNG
Date Signed 8/29/25
ARIZONA, U.S.A.

EXPIRES 09-30-25

SCALE (HORIZ.)	1" = 200'
SCALE (VERT.)	N/A
DATE	8/29/2025
JOB NUMBER	225329
SHEET	15 OF 15

CHECKED BY: DC DESIGNED BY: DC DRAFTED BY: LT

Z:\2022\225329\Dwg\Pre_Plat\Plat\Concept Block Plat\5329.01-013-FOREST-PP.dwg

City of Flagstaff

May 22, 2025

Sent Via Email
Lindsay Schube
Gammage & Burnham
404 North Central Ave
20th Floor
Phoenix, AZ 85004
lschube@gblaw.com

RE: Engineering Modification for JWP 126 Phase 1 (STL405 Pine Canyon Expansion).

Dear Lindsay,

Staff is in receipt of your letter dated April 24, 2025 requesting four engineering standards modification requests for the Pine Canyon Expansion project in accordance with Section 13-06-002-0001.1.1, Modifications of the City Code.

After considerable discussion with applicable City staff, the following responses address the Engineering aspects of each request as defined under Title 13 of City Code. The scope of the City Engineer's authority to evaluate and approve modifications under 13-06-002 is limited to Title 13. It should be noted that the Subdivision Design Standards and Requirements under 11-20.70 require that public and private streets associated with each subdivision plat must be designed in conformance with the Engineering Standards except where expressly modified by the City Council. This response to the modification requests are intended as an Engineering recommendation to City Council for their consideration and potential modification

Modification #1: Typical Urban Cul-de-Sac - Modified Back of Curb Radii (Detail No. 10-04-010)

The modification request to reduce the back of curb radii and add circular landscape island in the cul-de-sac as outlined in the attached Modifications Requests Letter is recommended for **approval** with the additional requirements:

1. Cul-de-sac shall be signed for no parking
2. Cul-de-sac curb shall be painted red indicating a fire lane and no parking
3. A concrete pad of sufficient length and width for 2 solid waste carts shall be provided behind the back of the cul-de-sac curb for each parcel prior to a certificate of occupancy

Modification #2: Residential Local "Wide" Street Section - Modify to Eliminate Sidewalks (Detail No. 10-09-037).

The modification request to eliminate sidewalks from the Residential Local Wide Street Section as outlined in the attached Modifications Requests Letter is recommended for **approval** with the additional requirements:

1. Street segment shall be signed for no parking

2. Curb along the affected street segment shall be painted red indicating a fire lane and no parking.

Modification #3: Residential Local Street Section - Modify to Eliminate Sidewalks (Detail No. 13-10-09-038).

The modification request to eliminate sidewalks from the Residential Local Street Section as outlined in the attached Modifications Requests Letter is recommended for **approval** with the additional requirements:

1. The final plat shall specify the type of roll curb & gutter (Type C or Type D) to be utilized as part of the local roadway cross section detail

Modification #4: Entry Road - Modification to Street Section (Detail No. 10-09-038).

The modification request to modify the private entry road section as outlined in the attached Modifications Requests Letter is recommended for **approval** with the additional requirements:

1. Entry and exit lanes shall be signed for no parking
2. Entry and exit lanes shall be painted red indicating a fire lane and no parking

Modification #5: Entry Road - Modification to Street Section (Detail No. 10-09-038) for Vehicular Gates.

The modification request to modify the private entry road section as outlined in the attached Modifications Requests Letter to provide vehicular gates is recommended for **denial** based on the following:

1. Per City Code Section 11-20.70.030 Subdivision Requirements and Street Design, local streets shall be designed to promote connectivity by creating a comprehensive grid-like network of vehicular and pedestrian connections to provide diversity of route choices between the proposed subdivision and existing streets and pedestrian routes, unless topographic conditions preclude such connectivity.
2. Vehicular traffic back up into the John Wesley Powel Blvd. roundabout has not been addressed. The current Pine Canyon entrance off John Wesley Powel Blvd. is gated with a gatehouse. Prior to 7:00am traffic at this gated access point used by contractors often backs up 700'+ onto John Wesley Blvd. and vehicles have been observed crossing the median at Rockpoint Ln. and driving in the opposing travel lane to get around the traffic backup.
3. The existing Pine Canyon Subdivision Development Agreement (DA) was amended to allow for gated access with specific requirements for public access to be maintained (see attached Development Agreement Amendment). If gated access is desired for the Pine Canyon Expansion, it is recommended that the property owner request an amendment to the existing Development Agreement or request a new Development Agreement to allow gated access as well as addressing the items identified above.

If you have any questions, please feel free to reach out to me at 480-650-4499 or via email at paul.mood@flagstaffaz.gov.

Sincerely,

Paul Mood
2025.05.22
10:50:58 -07'00'

Paul Mood, P.E.
City Engineer

Enclosed: Pine Canyon DA Amendment
April 24, 2025 Modifications Request Letter

cc: Michelle McNulty, Interim Community Development Director
Alax Pucciarelli, Current Planning Manager
Ben Mejia, Senior Planner
David Millis, Development Engineer

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 14 day of October, 2014 by and between: (i) the CITY OF FLAGSTAFF, an Arizona municipal corporation ("City"); and (ii) TLC PC INFRASTRUCTURE, L.L.C., an Arizona limited liability company ("TLC Infrastructure"), and TLC PC DEVELOPERS, LLC, an Arizona limited liability company ("TLC Developers"). TLC Infrastructure and TLC Developers are referred to collectively in this Agreement as "TLC," and the City and TLC are referred to collectively in this Agreement as the "Parties."

RECITALS

A. On June 5, 2000, the City Council of the City ("Council") adopted Ordinance No. 2000-11 ("Ordinance"), rezoning that certain real property then known as "Fairway Peaks," and now known as "Pine Canyon" ("Pine Canyon"), subject to the conditions set forth in the Ordinance. General Condition 8 of the Ordinance ("GC 8") provided that "all private roads within the Development remain open to the public and never be gated." The Ordinance was recorded on July 17, 2000, as Instrument No. 3056859 in the Official Records of Coconino County, Arizona ("County").

B. The City, Vanderbilt Farms, L.L.C., an Arizona limited liability company ("Original Developer"), and San Francisco Peaks Associates, LP, an Arizona limited partnership ("Original Owner"), then entered into the Development Agreement for Fairway Peaks dated September 5, 2000, and recorded on September 8, 2000, as Instrument No. 3063582 in the Official Records of the County, as amended by the Amendment to Development Agreement dated January 30, 2007, and recorded on January 31, 2007 as Instrument No. 3423547 in the Official Records of Coconino County (collectively, "Development Agreement").

C. On November 18, 2002, Lone Tree Investment Holdings, LLC, an Arizona limited liability company ("Original Beneficiary") established Trust No. B178 under the governing Trust Agreement dated as of November 18, 2002, as amended, administered by Fidelity National Title Insurance Company, as Trustee ("Trust").

D. Section 9(m) of the Development Agreement provided, among other things, for the collection and disbursement of Original Developer's "fair share contribution" to the construction of the Lone Tree and I-40 Interchange or, in the alternative, to the completion of a revised traffic impact analysis and mitigation of all measurable impacts, if any, created by the Pine Canyon development. Section 9(k) of the Development Agreement provided, among other things, for the collection and disbursement of Original Developer's regional park contributions. The Trust, among other things, provided for the collection and disbursement of Original Developer's obligations under Sections 9(k) and 9(m) of the Development Agreement.

E. The Development Agreement expired by its terms on or about September 8, 2010.

F. TLC Infrastructure is the successor in interest to Original Developer and Original Owner with respect to all existing and future roadways and associated access, utility and drainage easements and tracts located within Pine Canyon. TLC Developers is the successor to Original Beneficiary as "Beneficiary" under the Trust.

G. TLC and the City have entered into this Agreement in order to: (i) establish a mechanism that replaces Section 9(m) of the Development Agreement in order to provide for the collection and disbursement of Pine Canyon's "fair share contribution" to current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system; (ii) amend GC 8 in order to allow for the placement and operation of access control gates, with an associated keypad security; and (iii) evidence certain other related agreements between TLC and the City.

IN CONSIDERATION OF the mutual representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are true and correct and are incorporated in this Agreement.

2. **Amendment to Ordinance No. 2000-11.** City Staff agrees to support TLC's application to amend GC 8 ("GC 8 Amendment") for the limited purpose of permitting TLC Infrastructure to install, operate and maintain access control gates, with associated keypad security, at all points of public vehicular entry into Pine Canyon (collectively, "Access Gates"); provided, however the designated main site Access Gate will only be closed to public vehicular entry between the hours of 8:00 p.m. and 6:00 a.m. from May 1st to September 30th, and between the hours of 6:00 p.m. and 6:00 a.m. from October 1st to April 30th. All Access Gates shall be equipped with a means of opening the gate by fire and police department personnel for emergency access. The Flagstaff Fire Department shall approve emergency opening devices. TLC Infrastructure acknowledges the City desires to solicit public input regarding the Access Gates and will process the GC 8 Amendment as if it constituted a rezoning of the property upon which the Access Gates will be located and that the City will require, among other things, advertisement and notification of affected property owners otherwise consistent with the rezoning requirements set forth in the City's 2011 Zoning Code ("2011 Zoning Code"). TLC Infrastructure further acknowledges the GC 8 Amendment will be subject to Council approval. The GC 8 Amendment will require that: (i) the Access Gates be located outside of the public rights-of-way and at the minimum setback distance required by the applicable zoning designation; (ii) TLC Infrastructure shall be responsible for the installation and maintenance of the Access Gates; and (iii) the Access Gates will not impair pedestrian passage. TLC Infrastructure will work with affected landowners to determine appropriate locations for the Access Gates. In connection with submitting the GC 8 Amendment for Council approval, TLC Infrastructure will pay all applicable fees

and otherwise comply with the City's municipal requirements; provided, however: (y) neither TLC Infrastructure nor any affiliate of TLC Infrastructure will be required to obtain any resource reports or impact studies as result of the GC 8 Amendment; and (z) other than the limited amendment to GC 8 permitting the installation, operation and maintenance of the Access Gates, no aspect of Pine Canyon's current zoning or entitlement will be impacted, amended or modified.

3. **Signage.** The City shall erect and maintain a directional sign within the City's right-of-way at the intersection of Lake Mary Road and John Wesley Powell Boulevard ("Directional Sign"). The Directional Sign shall indicate to the travelling public the entrance to Pine Canyon and shall conform to the standards for location, size, shape, material, color and design set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways. The City agrees that it shall be its sole responsibility to obtain all required governmental approvals, if any, in connection with the erection of the Directional Sign.

4. **Transportation Infrastructure Improvement Funds.**

a. ***Existing Escrow Funds***. Within five (5) business days following the Effective Date, TLC Developers will cause all funds currently held in the Escrow Account pursuant to Section 9(m) of the Development Agreement, together with any accrued interest (collectively, "Existing Transportation Funds"), to be transferred from the Escrow Account to the City for the funding of current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system. For purposes of this Agreement, "Escrow Account" shall have the same meaning and definition as set forth in Section 9(k) of the Development Agreement.

b. ***Future Payment Obligation***. TLC further agrees, for a period of ten years from the Effective Date of this Agreement, to pay the City the sum of $1,855.55 for each Lot in Pine Canyon owned by TLC as of the Effective Date (as defined below), with each payment being made on a Lot-by-Lot basis, as a condition precedent to the issuance of a final certificate of occupancy (collectively, "Future Transportation Funds"). The Future Transportation Funds shall constitute a lien in the amount of $1,855.55 against each respective Lot until paid. These funds will be used solely for the funding of current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system. For purposes of this Agreement, "Pine Canyon" shall have the same meaning as "Project" in the Development Agreement, and "Lot" shall have the same meaning as in the Development Agreement.

c. ***Obligations Fully Satisfied***. The City acknowledges and agrees that TLC (and its affiliates) are released from and are no longer obligated to perform or fulfill those duties and acts set forth in the Development Agreement (including, without limitation, Sections 9(k) and 9(m) of the Development Agreement). The City further acknowledges and agrees that payment of the Existing Transportation Funds and the Future Transportation Funds satisfies, in full, any obligation relating to current or future transportation infrastructure improvements arising from Pine Canyon's impact on the

regional transportation system. Upon payment of the Existing Transportation Funds to the City, the City waives and relinquishes any claim to, or rights in or under, either the Escrow Account or the Trust.

5. **Regional Park Funds.** All funds currently held in the Escrow Account pursuant to Section 9(k) of the Development Agreement, together with any accrued interest, shall be transferred from the Escrow Account to TLC Developers.

6. **Effective Date.** TLC will execute and deliver this Agreement to the City for the purpose of obtaining Council approval. This Agreement, however, will only become effective, and TLC will only be bound, upon Council's final approval of the GC 8 Amendment and City's execution of this Agreement ("Effective Date"). If final Council approval does not occur on or before September 1, 2014, TLC's execution and delivery of this Agreement will be null and void.

7. **Notices.** Any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed given (a) upon personal delivery or (b) forty-eight (48) hours from deposit of such notice in the United States mail, postage prepaid.

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To TLC:

AVG Service Corporation
8777 N. Gainey Center Dr. #191
Scottsdale, Arizona 85258

and

~~Russ Schaeffer~~ AIDAN BARRY
~~Chief Operating Officer~~ PRESIDENT OF DEVELOPMENT
The TLC Companies
2555 E. Camelback Rd. #770
Phoenix, Arizona 85016

8. **Representation and Warranties by the City.**

a. The City has the full right, power, and authorization from its City Council to enter into and perform this Agreement and each of the City's obligations, representations, covenants and undertakings under this Agreement. The City's execution,

delivery and performance of this Agreement has been duly authorized and agreed to in compliance with the requirements of the Flagstaff City Charter, the Flagstaff City Code and all applicable State and Federal law.

b. All consents and approval necessary to the execution, delivery and performance of this Agreement have been obtained, and the City will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement.

c. The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement.

9. **Representations and Warranties by TLC.**

a TLC has the full right, power and authorization to enter into and perform this Agreement, and TLC's execution, delivery and performance of this Agreement has been duly authorized and agreed to in accordance with its organization documents, and upon this Agreement's Effective Date, it shall be binding and enforceable against TLC.

b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and TLC will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement.

c. TLC knows of no litigation, proceedings, investigation or threat of any of the same contesting the powers of TLC or its officials with respect to this Agreement.

d. The execution, delivery and performance of this Agreement by TLC is not prohibited by, and does not conflict with, any other agreements, laws, instruments or judgments to which TLC is a party or is otherwise subject.

e. TLC has been assisted by counsel of its own choosing, and has had the opportunity to discuss this Agreement and its consequences with its chosen legal counsel.

10. **General Provisions.**

a. This Agreement shall not be altered, modified or amended except by written agreement signed by the Parties.

b. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Arizona.

c. The City and TLC have had an opportunity to participate in the drafting of this Agreement, and no term or provision of this Agreement shall be construed against either party by virtue of its drafting the Agreement.

d. This Agreement is subject to, and may be terminated by, the City in accordance with the provisions of A.R.S. § 38-511, Arizona's conflict of interest statute.

e. This Agreement constitutes the entire agreement between the Parties. The City and TLC each acknowledge that they have not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

f. Should any litigation be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of TLC or the City under this Agreement, the prevailing party or parties in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to payment of all of its costs, expenses (including, but not limited to, expert fees), and reasonable attorneys' fees incurred in connection with the dispute.

11. **Future Cooperation.** Each Party to this Agreement will reasonably cooperate and in good faith and diligently perform any further acts, deeds and things and execute and deliver any documents that may from time to time be reasonably necessary or otherwise reasonably required to consummate, evidence, confirm and/or carry out the intent and provisions of this Agreement, all without undue delay or expense and without further consideration.

12. **Effective Date.** This Agreement shall be deemed to be effective and fully enforceable as of the date of its approval by the Flagstaff City Council (the "Effective Date").

EXECUTED as of the Effective Date, by:

TLC PC INFRASTRUCTURE, L.L.C
an Arizona limited liability company

By: _____
Its: Authorized Agent

TLC PC DEVELOPERS, LLC, an Arizona limited liability company

By: _____
Its: Authorized Agent

CITY OF FLAGSTAFF, an
Arizona municipal corporation

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Michelle D'Andrea
City Attorney

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
40 NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE
(602) 256-4471

April 24, 2025

Dana Cole
City of Flagstaff
Engineering Senior Project Manager
211 West Aspen Avenue
Flagstaff, Arizona 86004

Re: Engineering Modification for JWP 126 Phase 1 (STL 405 Pine Canyon Expansion).

Dear Dana:

Introduction.

We represent STL 405 d/b/a Symmetry Companies ("Symmetry"). Symmetry is proposing to develop JWP 126 Phase I (previously submitted as "STL 405 Pine Canyon Expansion"), a planned residential community on the approximate 126 acres generally located to the northeast of Pine Canyon, along the JW Powell Boulevard alignment with a new single family residential community (Coconino County Assessor Parcel No. 106-10-004) ("Property"). The Property is zoned Rural Residential, Resource Protection Overlay Zone (RR-RPOZ). The development is planned to consist of a maximum 126 dwelling units and resident amenity ("Project"). Primary vehicular access to/from the Project is planned along the JW Powell Boulevard, with secondary access via an approved connection through the Coconino Ridge subdivision located to the immediate west. Internal vehicular access is planned as a private roadway network.

Request & Justification.

This Engineering Modification application ("Application") requests certain Engineering Modifications. Below are the requested modifications and justification, in accordance with Section 13-06-002-0001.1.1 Modifications of the City Cide.

1. Typical Urban Cul-de-Sac—Modified Back-of-Curb Radii (Detail No. 10-04-010).

This Application requests to modify the radii for the Typical Urban Cul-de-Sac detail. The City's standard detail contemplates radii of 63.5 FT for right-of-way, 56.5 FT to back-of-curb, and 48 FT to beginning of on-street parking, with raised curb. Symmetry is seeking to modify the City's Cul-de-Sac detail to accommodate radii of 63.5 FT for tract (similar to the City's requirement), 51.5 FT to back-of-curb, and 30 FT to edge of pavement to accommodate a curbed median landscape island at the center of the cul-de-sac, with 4-inch rolled curb pursuant to MAG standard detail 220-1 Type C. See Tab A—

Modified Back of Curb Radii. This requested modification affects four cul-de-sacs, as shown on the enclosed exhibit.

1. The applicable standard specification and/or detail for which the modification applies.

Response: ***This modification request applies to Detail No. 10-04-010.***

2. The requested modification to the standard.

Response: ***This modification requests a revision to the outside back-of-curb radius from 56.5 FT to 51.5 FT back-of-curb, along with a curbed median landscape island in the center of the cul-de-sac. Approval of this modification does not result in resident, emergency service, refuse, etc..***

3. A narrative as to why the standard cannot be met. Cost alone is not a justification for modifying standards. Where cost is a consideration, the narrative shall include a sealed engineer's estimate of probable cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.

Response: ***The proposed modification maintains a 63.5 FT tract radius for the private cul-de-sac. The proposed outside 51.5 FT back-of-curb radius allows for similar turning radius to a rural cul-de-sac Detail No 10-04-11, which allows for a 50 FT paved radius. Additionally, the proposed 30 FT edge of pavement radius allows same turning radius as a rural cul-de-sac Detail 10-04-011, which is also for a 30 FT paved radius. A 4" roll curb is proposed which can be mounted by emergency service vehicles, if necessary. This modification pertains to private streets with JWP 126 Phase I only.***

4. Identify other options/alternatives and their impacts to the project.

Response: ***Larger outside radii per Detail 10-04-010 introduce additional impervious area, requiring additional LID drainage considerations. This request constitutes the minimum relief necessary, and importantly furthers the City's Council goals in achieving carbon neutrality and minimizing unnecessary asphalt.***

5. Documentation as necessary to demonstrate that the modification:

a. Meets the general intent of the standard;

b. Will result in an equivalent level of service for health, safety, and welfare to the general public;

c. Will result in improvements that are adequate and meet the City's needs.

Response: ***The proposed curb radius conforms with Detail No. 10-04-011 and meets the general intent of the standard. Given the existing zoning, projected (maximum) number of dwelling units, on-site circulation network, and the overall intensity of the Project, the proposed design meets the general intent of the standard, along with still allowing for more than sufficient and efficient emergency service, refuse, etc. access. Transportation is influenced by and should be planned in consideration of land use, along with whether an area is urban, suburban, or rural—because streetscape contributes to the character of JWP 126 Phase I. In order to promote the desired character and streetscape within the Project, Symmetry intends on utilizing a modified street section—which is more consistent with the anticipated development pattern within STL 405. Finally, landscaping in the cul-de-sac island will be designed as a community design future and be HOA maintained.***

2. **Residential Local "Wide" Street Section—Modify to Eliminate Sidewalks (Detail No. 10-09-037).**

This Application requests to modify the Residential Local "Wide" Street Section to eliminate sidewalks along a short segment of the planned Telluride Drive segment connecting JWP 126 Phase I with Pinyon Jay Road. The City's standard detail contemplates 10.5 FT travel lanes, 6 FT parking lanes, vertical curb, gutter, 5 FT parkway, and 5 FT sidewalk. This Application modifies this short roadway segment to provide 10.5 FT travel lanes, 6 FT parking lanes, vertical curb and gutter per MAG standard detail 220-1, and 10 FT landscaped parkways. Additionally, these proposed roadways will be private. See Tab B—Residential Local "Wide" Street Section.

1. The applicable standard specification and/or detail for which the modification applies.

Response: ***This modification request applies to Detail No. 10-09-037.***

2. The requested modification to the standard.

Response: ***This modification requests to eliminate sidewalks from the Residential Local "Wide" Street Section for a small segment of street within JWP 126 Phase I.***

3. A narrative as to why the standard cannot be met. Cost alone is not a justification for modifying standards. Where cost is a consideration, the narrative shall include a sealed engineer's estimate of probable cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.

Response: ***This modification requests to eliminate sidewalks, which results in the reduction of a significant amount of concrete in favor of landscaping and other more pervious conditions. Given the RR-RPO zoning—the City's least intense zoning district, the projected number of dwelling units, on-site circulation network, low traffic speed, and the overall intensity of the Project, eliminating the sidewalks does not measurably impact pedestrian safety in a low traffic, low density Project.***

4. Identify other options/alternatives and their impacts to the project.

Response: ***This modification is specific to a very small segment of the planned Telluride Drive alignment connecting JWP 126 Phase I with Pinyon Jay Road. The City's standard detail contemplates 10.5 FT travel lanes, 6 FT parking lanes, vertical curb, gutter, 5 FT parkway, and 5 FT sidewalk. This Application modifies this short roadway segment to provide 10.5 FT travel lanes, 6 FT parking lanes, vertical curb and gutter per MAG standard detail 220-1, and 10 FT parkways. Additionally, these proposed roadways will be private. Importantly, the adjoining subdivision to the southwest—Coconino Ridge—has been designed, approved, and built similarly to this requested modification.***

This request is not cost driven, rather it is a requested modification to be consistent with existing development previously approved by the City and to maintain design continuity between JWP 126 Phase I and Coconino Ridge—improving and enhancing the vehicular and pedestrian environment and sustainability.

5. Documentation as necessary to demonstrate that the modification:

a. Meets the general intent of the standard;

b. Will result in an equivalent level of service for health, safety, and welfare to the general public;

c. Will result in improvements that are adequate and meet the City's needs.

Response: ***The roadway dimension and parking comply with Detail No. 10-09-037. Approval of this modification meets the intent of the standard & results in an equivalent level of services for health, safety, and welfare. Again, given the existing zoning, projected (maximum) number of dwelling units, on-site circulation network, and the overall intensity of the Project, the proposed design meets the general intent of the standard, along with still allowing for more than sufficient and efficient emergency service, refuse, etc. access. Transportation is influenced by and should be planned in consideration of land use, along with whether an area is urban, suburban, or rural—because streetscape contributes to the character of JWP 126 Phase I. Additional landscaping will be provided in-lieu of sidewalks that will be HOA maintained and will be aesthetically pleasing. In order to promote the desired character and streetscape within the Project, Symmetry seeks approval of this modification.***

Historically, the City has acknowledged development site layout and design consideration. Street width for private internal streets will be determined based on function and anticipated traffic volumes, but in all cases should be reduced to the greatest extent possible. Approval of this modification furthers the City's goal.

3. Residential Local Street Section—Modify to Eliminate Sidewalks (Detail No. 13-10-09-038).

This Application requests to modify the Residential Local Street Section to eliminate sidewalks along the Residential Local Streets within JWP 126 Phase I. The City's standard detail contemplates a 17 FT travel lane, 6 FT parking, vertical curb and gutter, a 5 FT parkway, and a 5 FT sidewalk. This Application modifies the Residential Local Street Section to provide a 17 FT travel lane, 6 FT parking lanes, rolled curb and gutter per MAG standard detail 220-1, and 12 FT parkways. Additionally, these proposed roadways will be private. See Tab C—Residential Local Street Section.

1. The applicable standard specification and/or detail for which the modification applies.

Response: ***This modification request applies to Detail No. 10-09-038.***

2. The requested modification to the standard.

Response: ***This modification requests to eliminate sidewalks from the Residential Local Street Section for streets within JWP 126 Phase I.***

3. A narrative as to why the standard cannot be met. Cost alone is not a justification for modifying standards. Where cost is a consideration, the narrative shall include a sealed engineer's estimate of probable cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.

Response: ***This modification requests to eliminate sidewalks, which results in the reduction of a significant amount of concrete in favor of landscaping and other more pervious conditions. Given the RR-RPO zoning—the City's least intense zoning district, the projected number of dwelling units, on-site circulation network, low traffic speed, and the overall intensity of the Project, eliminating the sidewalks does not measurably impact pedestrian safety in a low traffic, low density Project.***

4. Identify other options/alternatives and their impacts to the project.

Response: ***Transportation and roadway design is influenced by and should be planned in consideration of land use, along with whether an area is urban, suburban, or rural—because streetscape contributes to the character of the community. In order to promote the desired character and streetscape within the Project, Symmetry intends on utilizing a modified Rural Local Street Section—which is consistent the planned character of the community. In this particular setting, given the rural character and limited intensity of the Project, pedestrian and vehicular traffic can safely co-exist (even with sidewalks, many pedestrians opt to walk or bike in the street). There are also climate change and environmental impacts—less impervious surface material means a more-efficient eco-friendly environment.***

5. Documentation as necessary to demonstrate that the modification:

a. Meets the general intent of the standard;

b. Will result in an equivalent level of service for health, safety, and welfare to the general public;

c. Will result in improvements that are adequate and meet the City's needs.

Response: ***The roadway tract width and roadway dimensions match Detail No. 10-09-038. Approval of this modification meets the intent of the standard & results in an equivalent level of services for health, safety, and welfare. Again, given the existing zoning, the projected number of dwelling units, on-site circulation network, low traffic speed, and the overall intensity of the Project, eliminating the sidewalks has no impact on the City's needs. Emergency services, refuse, etc. will still have sufficient access. In addition, landscaping will be provided in-lieu of sidewalks that will be HOA maintained and will be aesthetically pleasing to the community.***

4. Entry Road—Modification to Street Section (Detail No. 10-09-038).

This Application requests to utilize an Entry Road Section extending a short distance to/from JW Powell Boulevard, consisting of a boulevard-type entry with two (2) 20 FT driveways separated by a raised median tract. The entry drive will include vertical curb and gutter per MAG standard detail 220-1. See Tab D—Prive Entry Road Section.

1. The applicable standard specification and/or detail for which the modification applies.

Response: ***This modification request applied to Detail No. 10-09-038.***

2. The requested modification to the standard.

Response: ***This modification requests to utilize a cross section for divided one-way streets at the project entry in proximity of proposed vehicular gates.***

3. A narrative as to why the standard cannot be met. Cost alone is not a justification for modifying standards. Where cost is a consideration, the narrative shall include a sealed engineer's estimate of probable cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.

Response: ***Wilderness Way is proposed to have vehicular gates which require one-way streets. Proposed one-way streets accommodate 20 FT of pavement, which meet Fire Code requirements. Vehicular gates will have a call box, Knox Key switch, and pre-emption sensor—and, City Code does not prohibit gated communities. In addition, elimination of proposed sidewalk will reduce the amount of concrete in favor of landscaping and more pervious conditions. The modification of this street section also allows for sufficient space to provide a vehicular turn-around point prior to the proposed gate.***

4. Identify other options/alternatives and their impacts to the project.

***Response**: Beyond their safety benefits, modified street sections forge stronger communities, which is exactly what Symmetry is striving to achieve. The intimate space encourages residents to interact more with their surroundings and neighbors, fostering a sense of togetherness and creates a greater sense that pedestrian and cars can share a road. This close-knit atmosphere makes residents more likely to take pride in their environment and their living spaces. The Project, as proposed, has no detrimental impact on the City or community.*

5. Documentation as necessary to demonstrate that the modification:

a. Meets the general intent of the standard;

Response: ***The roadway tract width and roadway dimensions meet the general intent of Detail No. 10-09-038. In fact, the proposed roadway provides for better on-site circulation than that contemplated under strict compliance with Detail No. 10-09-038. In addition, this proposed roadway section complies with Fire Code requirements.***

b. Will result in an equivalent level of service for health, safety, and welfare to the general public;

Response: ***Approval of this modification meets the intent of the standard & results in an equivalent level of services for health, safety, and welfare. Again, vehicular gates will have a call box, Knox Key switch, and pre-emption sensor.***

c. Will result in improvements that are adequate and meet the City's needs.

Response: ***The proposed improvements are adequate and meet the City's needs. Importantly, they will be privately constructed and maintained, and will not result in any burden on the community or the City and its resources.***

Conclusion.

The design of cul-de-sacs, residential street sections, and entry road section, together with the low density of traffic, contributes significantly to a sense of community, neighborhood feeling, and perceptions of safety and comfort. Symmetry's proposed use of these modifications is supported by the City's climate and Resource Protection Overlay Zone and will not be detrimental to the City or community.

* * *

Should you have any questions or require more information, please do not hesitate to contact me at **(602) 256-4471** or **lschube@gblaw.com**. Thank you, in advance, for your consideration.

Sincerely,

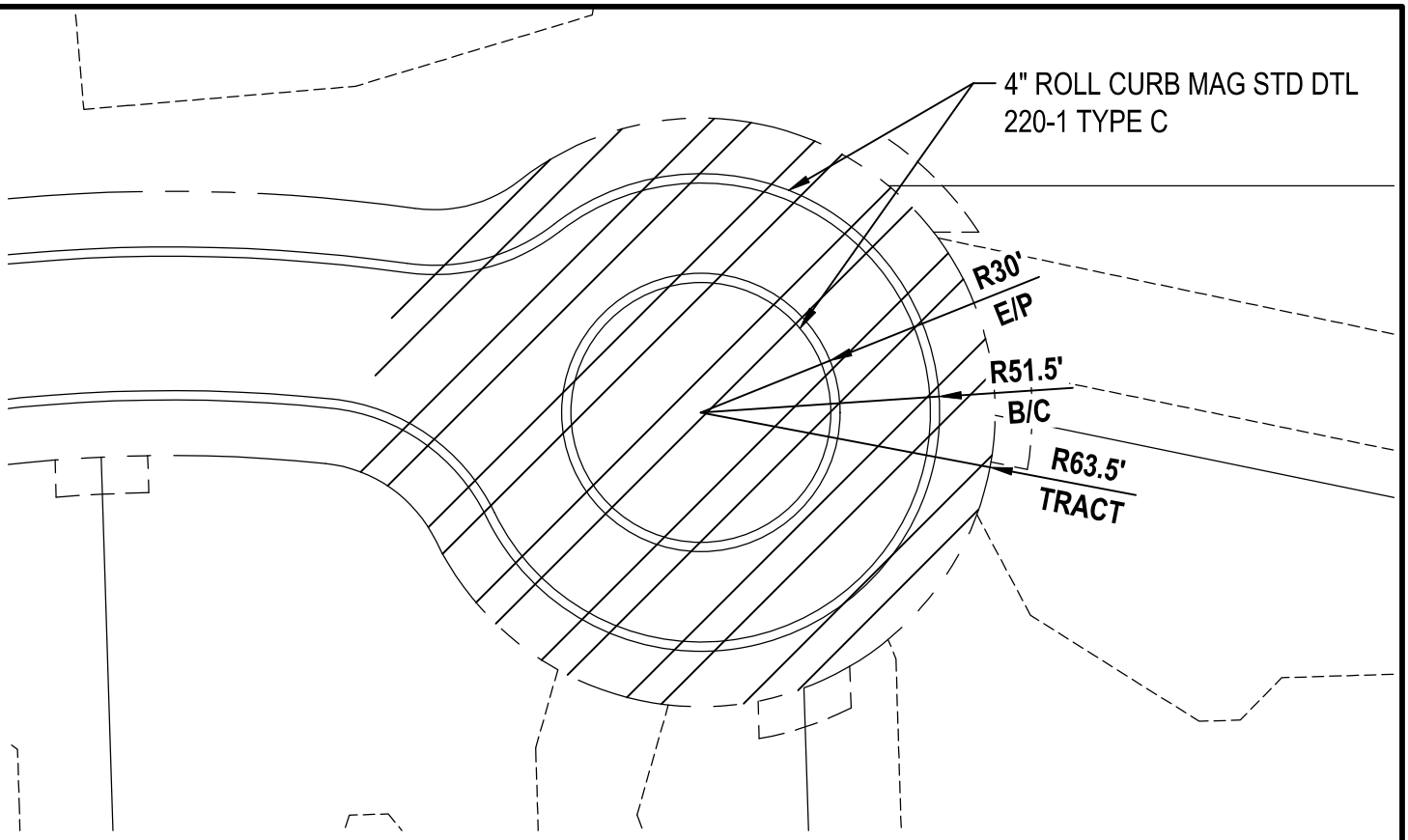
GAMMAGE & BURNHAM

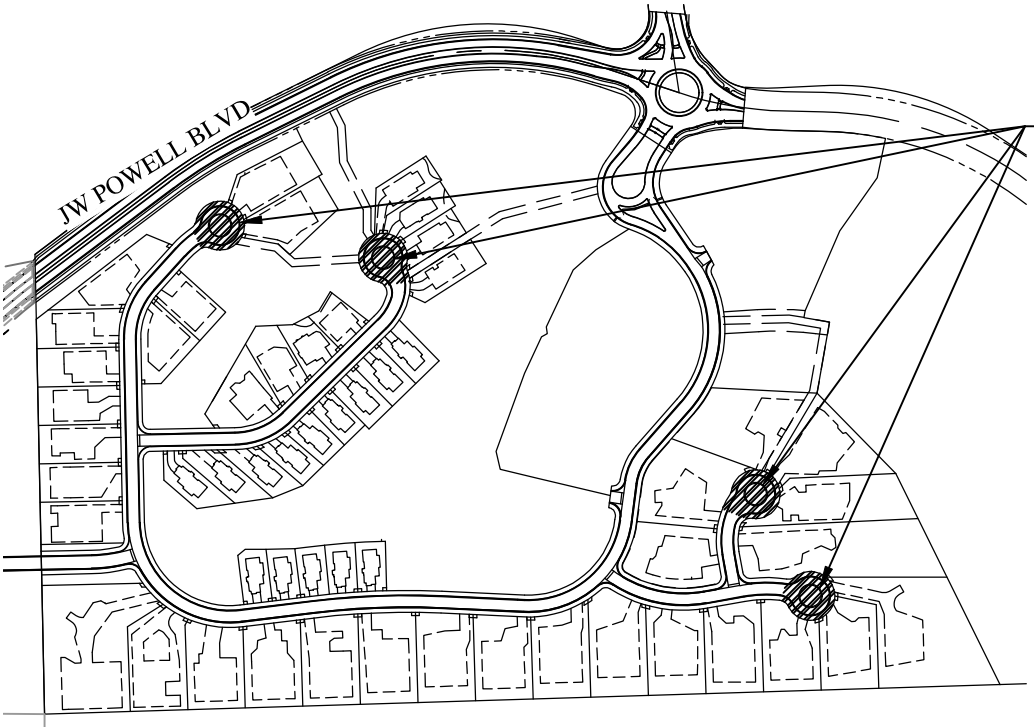
By
Lindsay C. Schube

LCS/nas

Tab A

Modified Back of Curb Radii





HIGHLIGHTED LOCATIONS
SUBJECT TO PROPOSED
ENGINEERING MODIFICATION

N

0 250 500

Horz. 1 in. = 500 ft.

NOT
FOR
CONSTRUCTION
OR RECORDING

WOOD
PATEL

JWP 126 PHASE 1

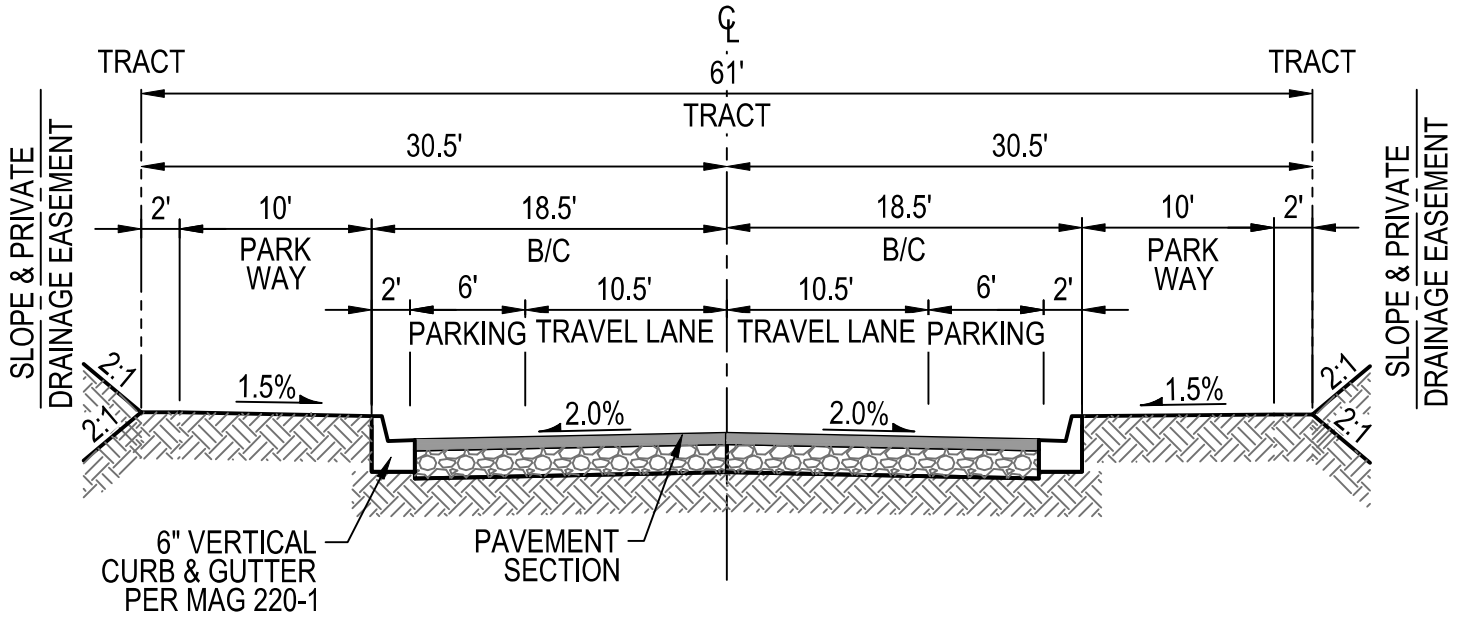
TYPICAL URBAN CUL-DE-SAC 10-04-010 MODIFIED BACK OF CURB RADII. ADDED LANDSCAPED ISLAND (PRIVATE ROAD)

DATE	4/18/2025	SCALE	1" = 500'	SHEET	1 OF 4
JOB NO	225329	DESIGN	DC	CHECK	DC
		DRAWN	JR	RFI #	N/A

Z:\2022\225329\Dwg\Exhibits\PC Expansion\5329.01-Section-Exhibit.dwg

Tab B

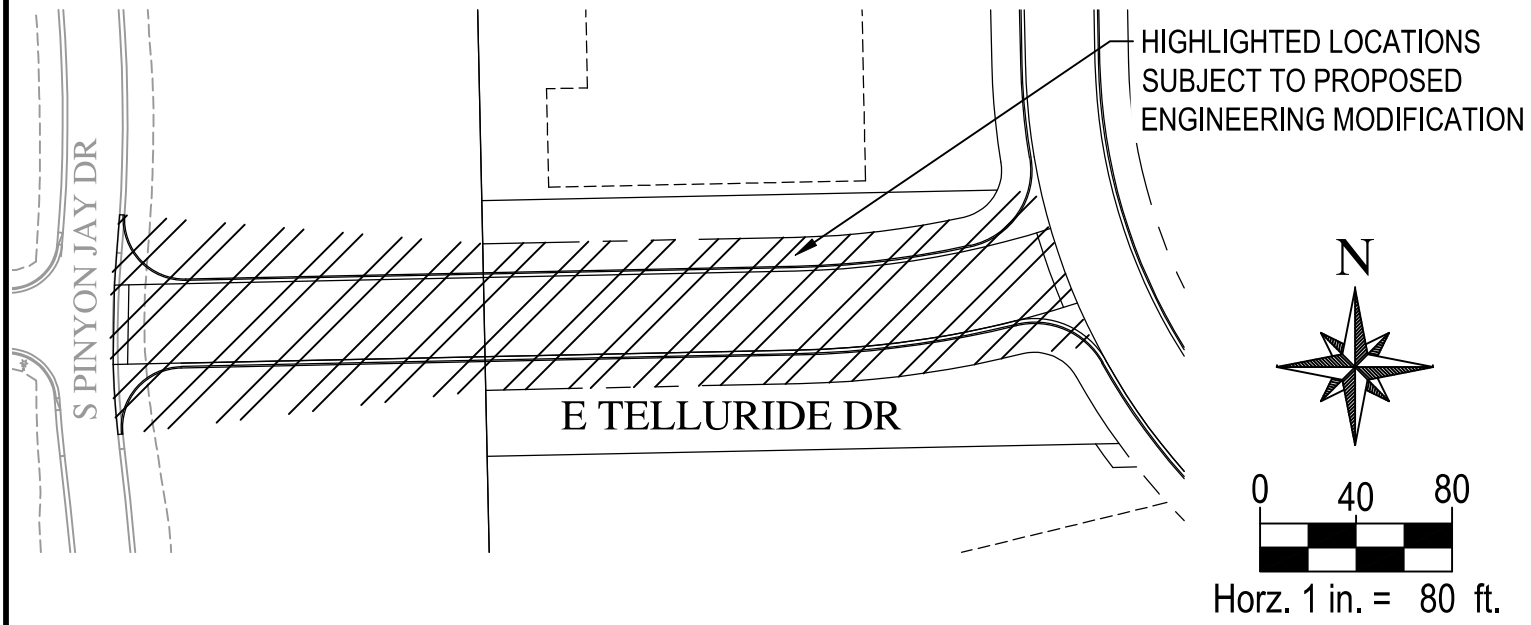
Residential Local “Wide” Street Section



RESIDENTIAL LOCAL "WIDE" 10-09-037 MODIFIED

NTS

(PRIVATE TRACT)



NOT
FOR CONSTRUCTION OR RECORDING

WOOD PATEL

JWP 126 PHASE 1

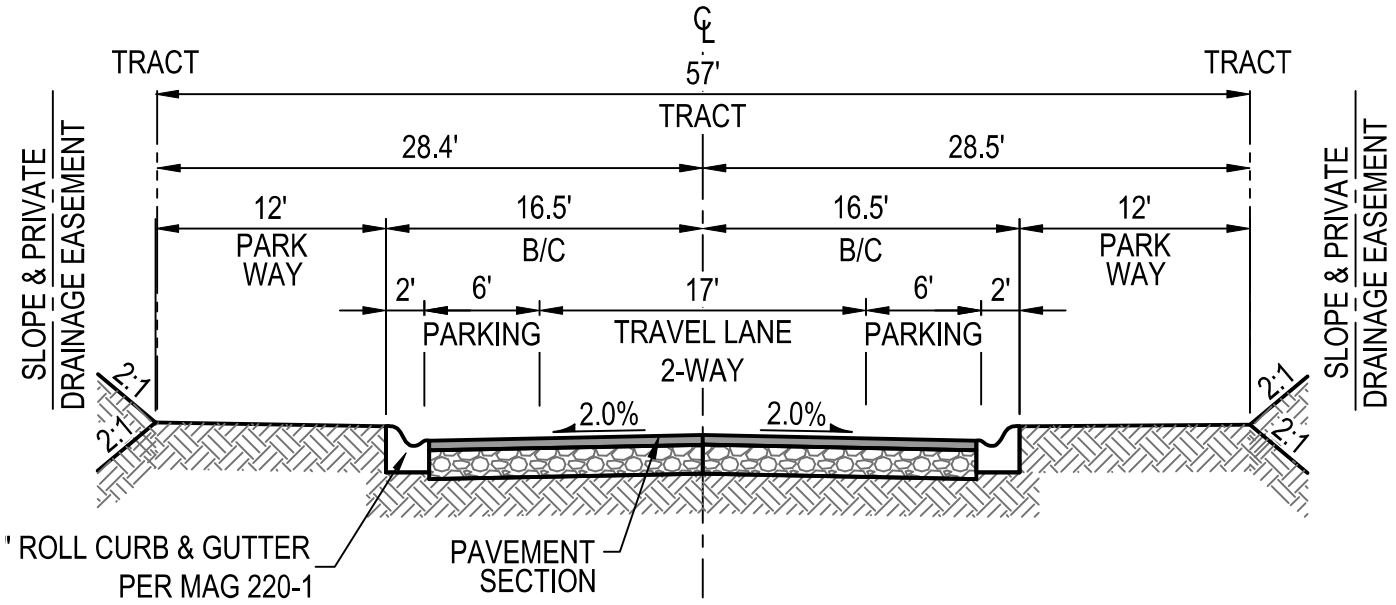
RESIDENTIAL LOCAL "WIDE" 10-09-037 MODIFIED ELIMINATE SIDEWALKS (PRIVATE ROAD)

DATE	4/18/2025	SCALE	1" = 80'	SHEET	2 OF 4
JOB NO	225329	DESIGN	DC	CHECK	DC
		DRAWN	JR	RFI #	N/A

Z:\2022\225329\Dwg\Exhibits\PC Expansion\5329.01-Section-Exhibit.dwg

Tab C

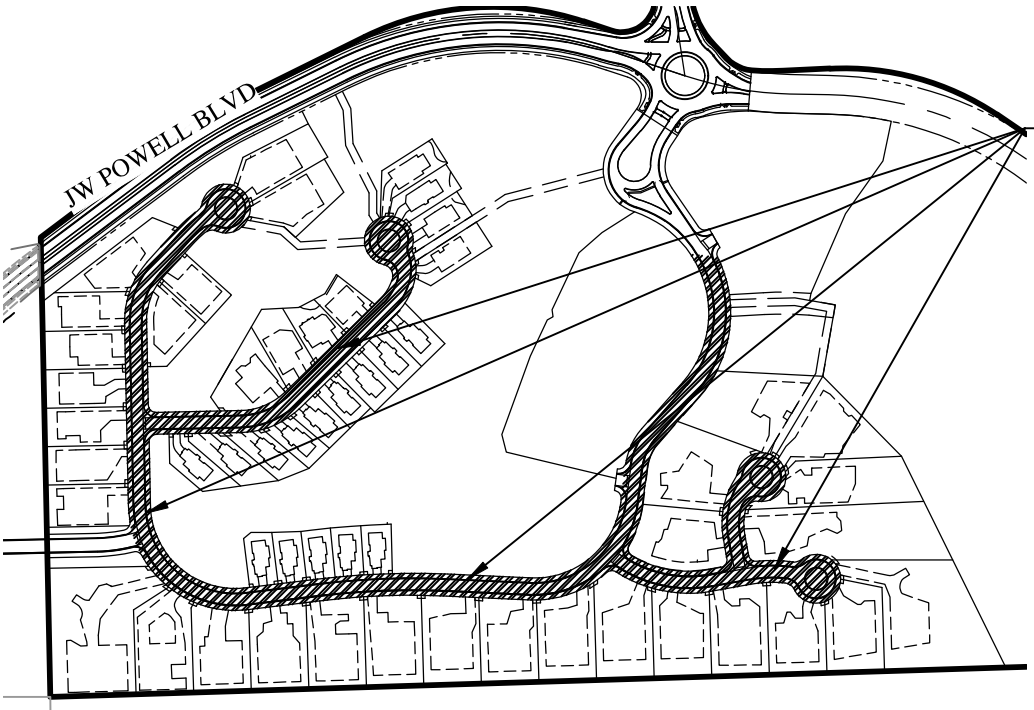
Residential Local Street Section



RESIDENTIAL LOCAL 10-09-038 MODIFIED

NTS

(PRIVATE TRACT)



NOT
FOR CONSTRUCTION OR RECORDING

WOOD PATEL

JWP 126 PHASE 1

RESIDENTIAL LOCAL 10-09-038 MODIFIED ELIMINATE SIDEWALKS (PRIVATE ROAD)

DATE	4/18/2025	SCALE	1" = 500'	SHEET	3 OF 4
JOB NO	225329	DESIGN	DC	CHECK	DC
		DRAWN	JR	RFI #	N/A

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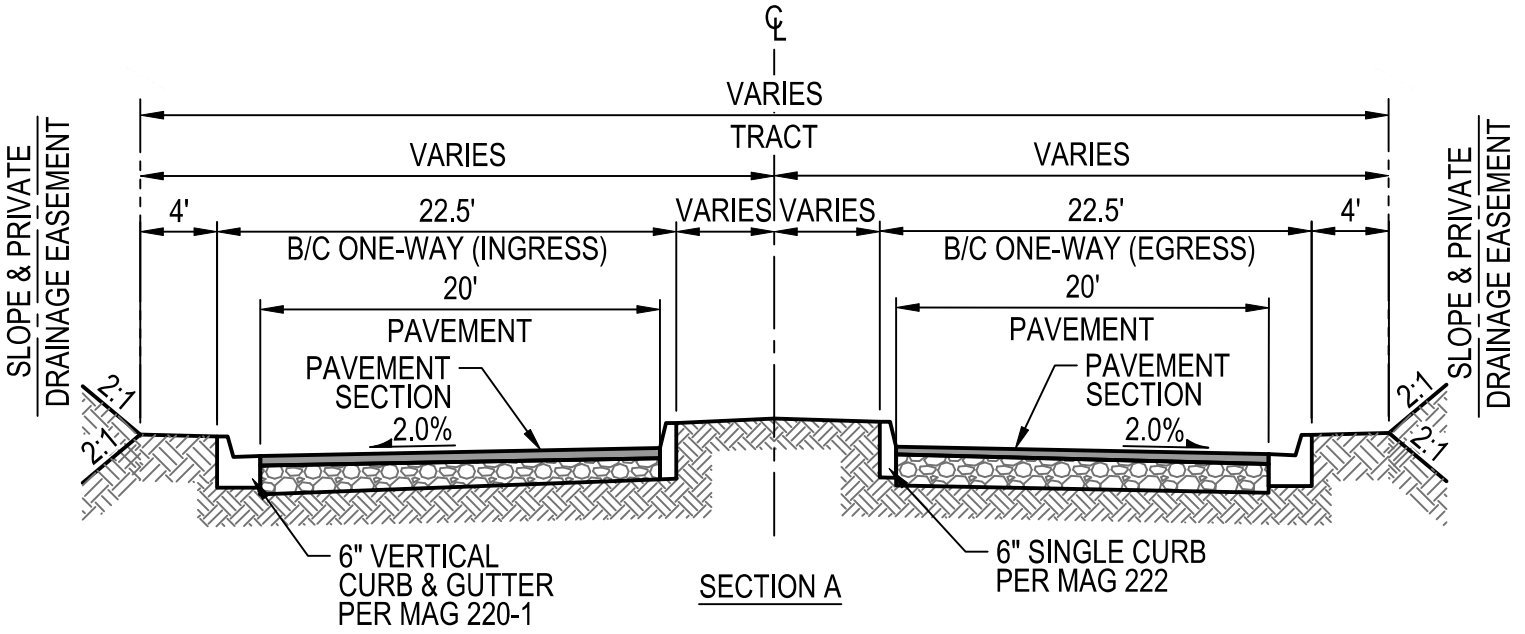
Tab D

Private Entry Road Section

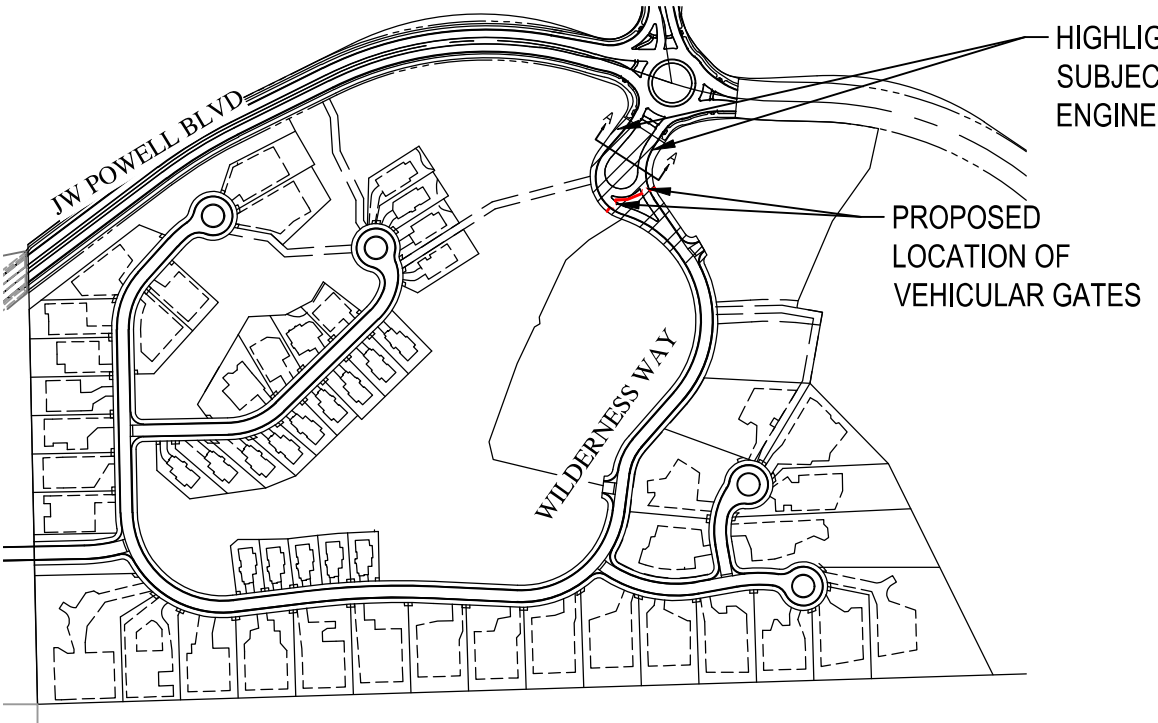


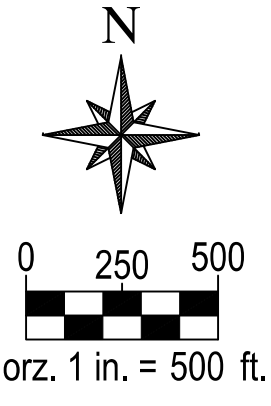
PRIVATE ENTRY ROAD SECTION

ENTRY SOUTH OF JW POWELL BLVD

NTS

(PRIVATE TRACT)





NOT
FOR CONSTRUCTION OR RECORDING

WOOD PATEL

JWP 126 PHASE 1

ENTRY ROAD SECTION (PRIVATE ROAD)

DATE	4/18/2025	SCALE	1" = 500'	SHEET	4 OF 4
JOB NO	225329	DESIGN	DC	CHECK	DC
		DRAWN	JR	RFI #	N/A

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PLANNING & DEVELOPMENT SERVICES REPORT
PLANNED RESIDENTIAL DEVELOPMENT AND MODIFICATIONS TO ENGINEERING STANDARDS

PZ-24-000124-06

DATE: **September 11, 2025**
MEETING DATE: **October 7, 2025**
REPORT BY: **Ben Mejia**

REQUEST:
STL 405, LLC requests Planned Residential Development (PRD) allowances and request for modifications to Engineering Standards for "STL 405 – Pine Canyon Expansion" located at 2830 E John Wesley Powell Boulevard (APN: 106-10-004) in the Rural Residential (RR) Zone in the Resource Protection Overlay (RPO). The applicant requests five modifications to Engineering Standards.

STAFF RECOMMENDATION:
Staff recommend the City Council approve the use of PRD standards subject to the following conditions:

1. If a conditional use permit for the golf course facility is not granted, all reference to the golf course use must be removed on all future submittals and an alternative PRD design element shall be elected by the applicant. The Planning Director shall determine compliance with the design element elected.

Staff recommend the City Council approve the requests for modifications to Engineering Standards #1-4 subject to the following conditions:

1. Civil engineering plans and final plat for STL 405 Pine Canyon Expansion must meet the recommended conditions of approval as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

Staff recommend the City Council deny the request for modification to Engineering Standards #5 as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

PRESENT LAND USE:
The subject site is currently vacant. The Arizona Trail runs generally north-south through the site.

PROPOSED LAND USE:
"STL 405 – Pine Canyon Expansion" subdivision of a 126.1-acre parcel, of which 77.7 acres is part of this PRD, consisting of 54 single-family home lots, a common space tract for a private 9-hole golf course, three future development tracts for utilities and roadways, and three future residential development tracts. The right-of-way for John Wesley Powell Boulevard is to be dedicated on the plat for the associated subdivision.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map for more information.

North: Vacant land; RR
West: Single-Family Subdivision; Single-Family Residential (R1)
South: Coconino National Forest; Public Lands Forest (PLF)
East: Vacant land; Estate Residential (ER)

STAFF REVIEW:

I. Project Information

Background

The site is bounded to the north by the future John Wesley Powell Boulevard expansion, to be dedicated on this plat, from its current terminus west of the site to the property boundary northeast of the site.

The site is accessed from John Wesley Powell Boulevard as well as existing Pine Canyon development through Telluride Drive. A 9-hole golf course is proposed as common space for the residents. Golf courses require a Conditional Use Permit. Site Plan and Conditional Use Permit applications have been submitted and are currently under review.

City Staff approved the Preliminary Plat on August 27, 2025, based on conformance with all relevant development standards and the recommended conditions of approval.

II. Conformance with City Development Standards

Staff reviewed and approved the Preliminary Plat based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications. The applicant has proposed modifications to engineering standards. Staff's approval is based on adherence to the recommendations made by the City Engineer. As part of the Preliminary Plat review, Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards.

Any preliminary plat utilizing the PRD standards established in Section 10-40.60.280 or modifications to Title 13, Engineering Design Standards and Specifications for New Infrastructure, shall be approved by City Council prior to submission of engineering plans. (11-20.40.030.E.5)

A. Planned Residential Development Standards (10.40.60.280)

i. Development Standards for PRDs within the RR zone

This PRD results in 54 single-family residential lots within the RR zone. The RR zone allows a density of 1 unit per acre. The subdivision proposes three future residential development tracts and three future development tracts for utilities and roadways; their acreage is excluded from the PRD. The acreage of land within the PRD is 77.7 acres. The density of the PRD is 0.69 units per acre.

The proposed lot sizes in this subdivision vary from approximately 9,637 square feet to approximately 80,278 square feet, meeting minimum lot sizes for the PRD standards of the RR zone. This request complies with the building form and placement standards such as setbacks for the RR zone utilizing PRD standards (Division 10-40.60.280 of the Zoning Code).

Development Standard	RR
Minimum Lot Area	2,500 sf
Maximum Lot Coverage	50%
Minimum Lot Width	30'
Minimum Lot Depth	50'
Front Setback	12', 20' parking
Side Setback	5', 10' street side
Rear Setback	12'

ii. Common Space

PRDs are required to provide a minimum of 15% of gross site area as common space. The proposal provides 21.9 acres of common space or 26.6% of the PRD. The applicant has identified their intent to develop portions of the common space area for future amenities. A revised calculation of the common space for this PRD may be required at the time of future development applications in common space areas.

iii. PRD Design Elements

PRDs require the applicant to select from a list of design elements. Each element is attributed with a point value; the proposal must include no fewer than 5 points and are elected at the applicant's discretion. The applicant has selected the following:

F. Significant traffic calming design features selected from the Engineering design standards and specifications for new infrastructure (table 13-10-011-02 – new design and retrofit of existing streets) as approved by the City Engineer (two points).

The subdivision plat includes a traffic circle serving as traffic calming along John Wesley Powell Boulevard at the entrance of this development.

J. The provision of recreational amenities within a park or common space area, including but not limited to dog parks, picnic areas, and sports courts (two points).

The subdivision proposes a 9-hole pitch-and-putt golf course in common space "Tract B" to serve as a recreational amenity for Pine Canyon residents. A conditional use permit is required for the golf course and facility use within the RR zone, applications for the golf course site plan and conditional use permit are currently under review. Depending on the outcome of the conditional use permit application, modifications to this plat request may be required at the time of civil engineering plan and final plat review.

N. Subdivision CC&Rs and setback standards do not prohibit the development of accessory dwelling units (one point).

Staff will review the CC&Rs with final plat review to ensure conformance.

B. Requests for Modifications to Engineering Standards

The applicant has requested five modifications to Engineering Standards. Preliminary plats proposing modifications to Engineering Standards require approval from City Council (11-20.40.030.E.5). The City Engineer has provided recommendations on each request for Council's consideration:

Modification #1: Typical Urban Cul-de-Sac - Modified Back of Curb Radii (Detail No. 10-04-010)

The modification requests a reduction to the back of curb radii and adding a circular landscape island in the cul-de-sac. The City Engineer has recommended approval of this request with the following conditions:

1. Cul-de-sac shall be signed for no parking
2. Cul-de-sac curb shall be painted red indicating a fire lane and no parking
3. A concrete pad of sufficient length and width for 2 solid waste carts shall be provided behind the back of the cul-de-sac curb for each parcel prior to a certificate of occupancy

Modification #2: Residential Local "Wide" Street Section - Modify to Eliminate Sidewalks (Detail No. 10-09-037).

The modification requests the elimination of sidewalks from the Residential Local Wide Street Section. The City Engineer has recommended approval of this request with the following conditions:

1. Street segment shall be signed for no parking
2. Curb along the affected street segment shall be painted red indicating a fire lane and no parking.

Modification #3: Residential Local Street Section - Modify to Eliminate Sidewalks (Detail No. 13-10-09-038).
The modification requests the elimination of sidewalks from the Residential Local Street Section. The City Engineer has recommended approval of this request with the following conditions:

1. The final plat shall specify the type of roll curb & gutter (Type C or Type D) to be utilized as part of the local roadway cross section detail

Modification #4: Entry Road - Modification to Street Section (Detail No. 10-09-038).
The modification requests to utilize an Entry Road Section extending a short distance to/from JW Powell Boulevard, consisting of a boulevard-type entry with two (2) 20 FT driveways separated by a raised median tract. The City Engineer has recommended approval of this request with the following conditions:

1. Entry and exit lanes shall be signed for no parking
2. Entry and exit lanes shall be painted red, indicating a fire lane and no parking

Modification #5: Entry Road - Modification to Street Section (Detail No. 10-09-038) for Vehicular Gates.
The modification requests to provide vehicular gates within the private Entry Road Section. The City Engineer has recommended denial of this request based on the following:

1. Per City Code Section 11-20.70.030 Subdivision Requirements and Street Design, local streets shall be designed to promote connectivity by creating a comprehensive grid-like network of vehicular and pedestrian connections to provide diversity of route choices between the proposed subdivision and existing streets and pedestrian routes, unless topographic conditions preclude such connectivity.
2. Vehicular traffic back up into the John Wesley Powel Blvd. roundabout has not been addressed. The current Pine Canyon entrance off John Wesley Powel Blvd. is gated with a gatehouse. Prior to 7:00am traffic at this gated access point used by contractors often backs up 700'+ onto John Wesley Blvd. and vehicles have been observed crossing the median at Rockpoint Ln. and driving in the opposing travel lane to get around the traffic backup.
3. The existing Pine Canyon Subdivision Development Agreement (DA) was amended to allow for gated access with specific requirements for public access to be maintained. If gated access is desired for the Pine Canyon Expansion, it is recommended that the property owner request an amendment to the existing Development Agreement or request a new Development Agreement to allow gated access as well as addressing the items identified above.

Recommendation
Staff recommend the City Council approve the use of PRD standards subject to the following conditions:

1. If a conditional use permit for the golf course facility is not granted, all reference to the golf course use must be removed on all future submittals and an alternative PRD design element shall be elected by the applicant. The Planning Director shall determine compliance with the design element elected.

Staff recommend the City Council approve the requests for modifications to Engineering Standards #1-4 subject to the following conditions:

1. Civil engineering plans and final plat for STL 405 Pine Canyon Expansion must meet the recommended conditions of approval as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

Staff recommend the City Council deny the request for modification to Engineering Standards #5 as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

Attachments:
- Application
- Narrative
- Vicinity Map
- Preliminary Plat
- City Engineer Response to Engineering Modification Requests Dated May 22, 2025

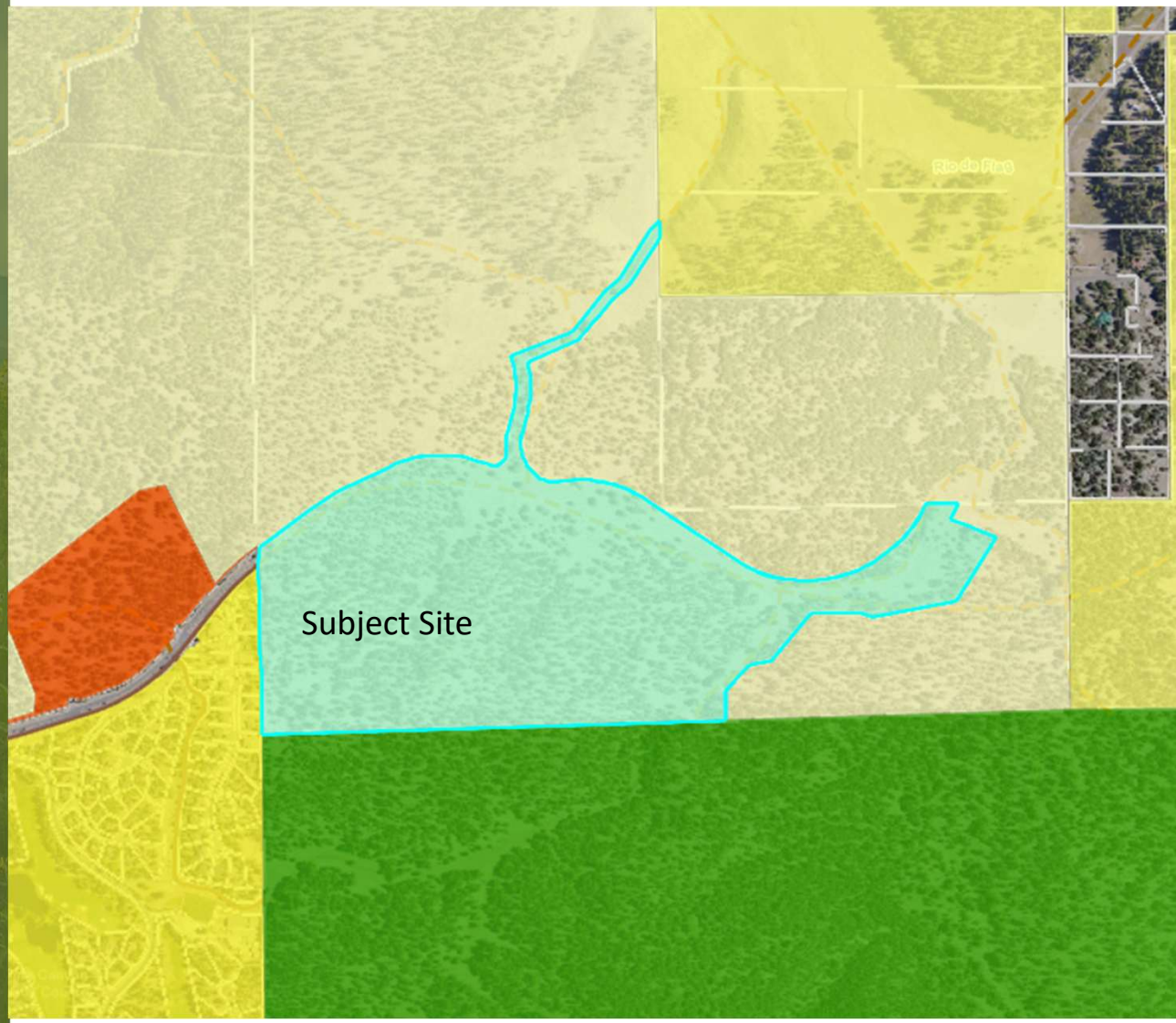
Vicinity Map

North: Vacant land; RR

West: Single-Family Subdivision; Single-Family Residential (R1)

South: Coconino National Forest; Public Lands Forest (PLF)

East: Vacant land; Estate Residential (ER)



STL 405
Pine Canyon Expansion

Request for Planned Residential Development and Modifications to Engineering Standards

City Council| October 7, 2025

Ben Mejia | Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- STL 405, LLC requests Planned Residential Development(PRD) allowances and modifications to Engineering Standards for “STL 405 – Pine Canyon Expansion” located at 2830 E John Wesley Powell Boulevard (APN: 106-10-004).
- 54-lot single-family subdivision using PRD standards on 77.7 acres in the Rural Residential (RR) Zone within the Resource Protection Overlay (RPO).
- Applicant requests 5 modifications to Engineering Standards

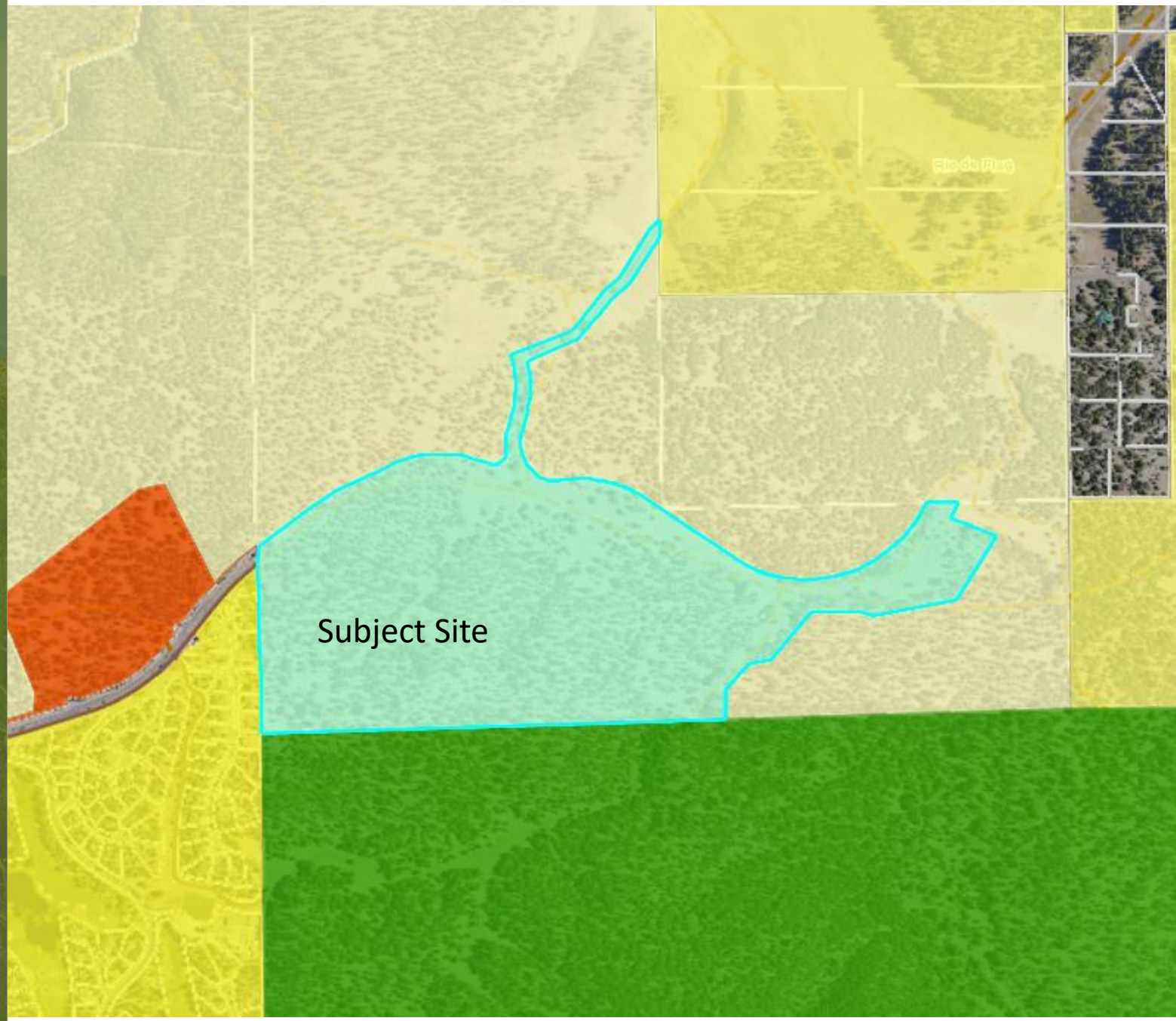
Vicinity Map

North: Vacant land; RR

West: Single-Family Subdivision; Single-Family Residential (R1)

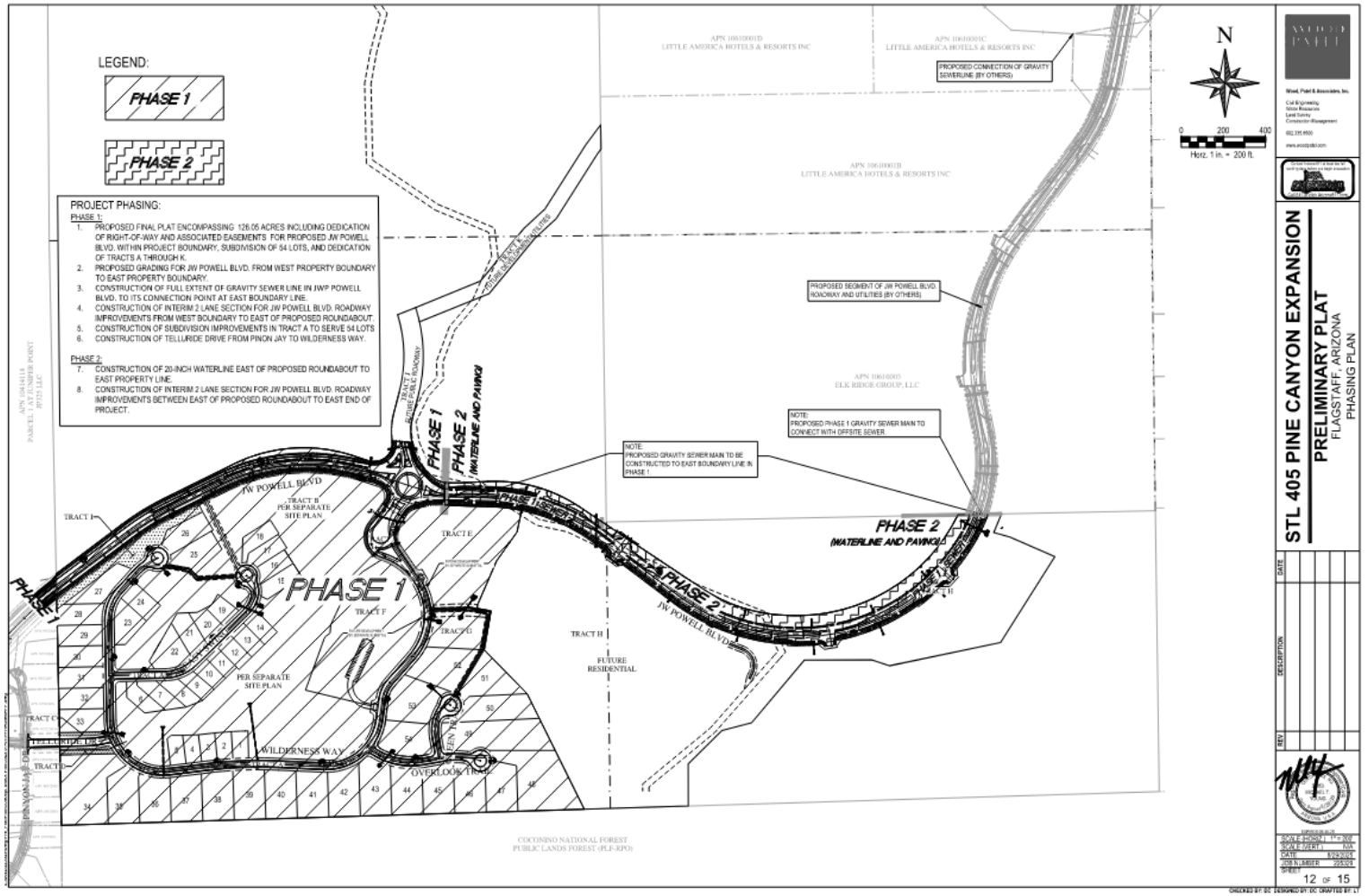
South: Coconino National Forest; Public Lands Forest (PLF)

East: Vacant land; RR and Estate Residential (ER)



Background

- City Staff approved the Preliminary Plat on August 27, 2025 based on conformance with all relevant development standards and the recommended conditions of approval.
- Three future development tracts for utilities and roadways and three future residential development tracts are created from this plat but not a part of the PRD



PRD - Development Standards

Meets Zoning Code Standards for PRD in the RR Zone

Density

- RR zone allows a maximum density 1 unit/acre Proposed density of PRD is 0.69 units/acre.
- Future residential development tracts are not a part of this PRD and will be developed under their own entitlements.

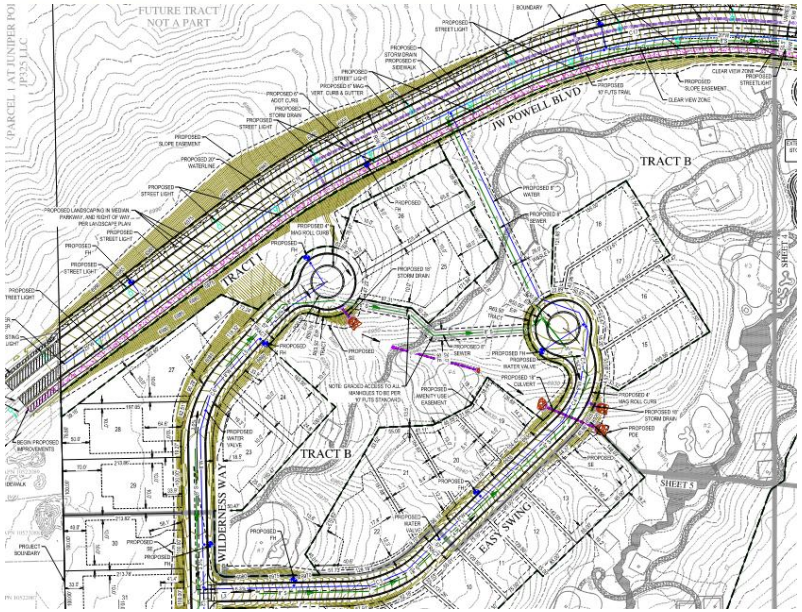
Lot sizes

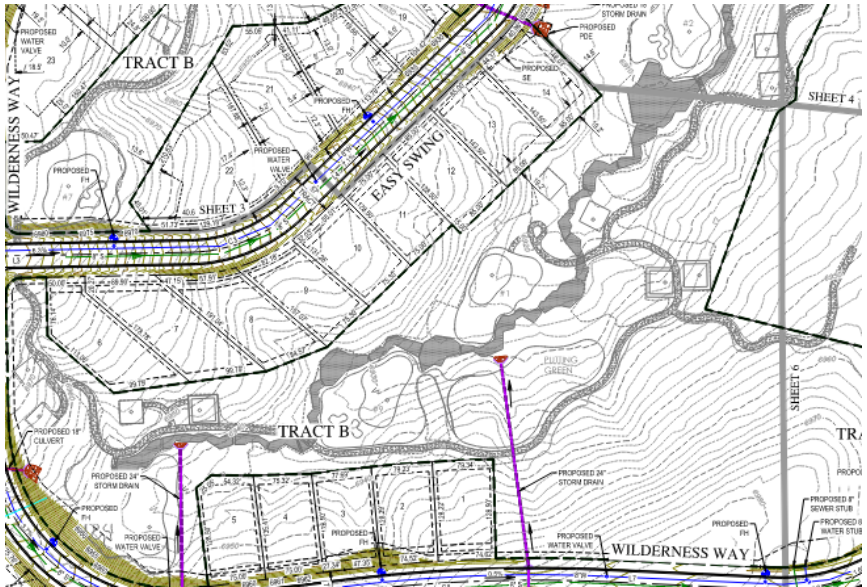
- Lot sizes range from approximately 9,637 square feet to approximately 80,278 square feet

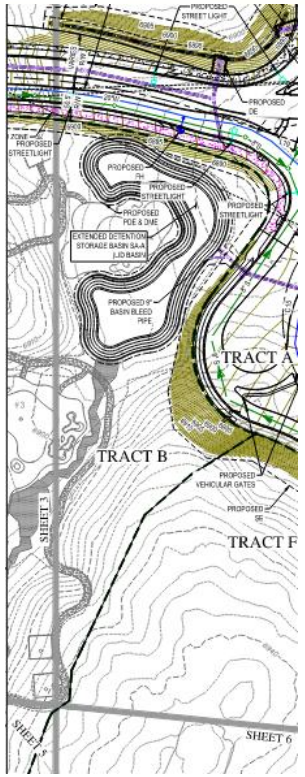
Development Standard	RR
Minimum Lot Area	2,500 sf
Maximum Lot Coverage	50%
Minimum Lot Width	30'
Minimum Lot Depth	50'
Front Setback	12', 20’ parking
Side Setback	5', 10’ street side
Rear Setback	12'

PRD - Common Space

- PRDs are required to provide a minimum of 15% of gross site area as common space.
- The proposal provides 21.9 acres of common space or 26.6% of the PRD.
- The applicant has identified their intent to develop portions of the common space area for future amenities. Revisions to total common space may be required.







PRD – Design Elements

PRDs require the applicant to select from a list of design elements. Each element is attributed with a point value; the proposal must include no fewer than 5 points and are elected at the applicant's discretion. The applicant has selected the following:

F. Significant traffic calming design features selected from the Engineering design standards and specifications for new infrastructure (table 13-10-011-02 – new design and retrofit of existing streets) as approved by the City Engineer (two points).

The subdivision includes a traffic circle serving as traffic calming along John Wesley Powell Boulevard at the entrance of this development.

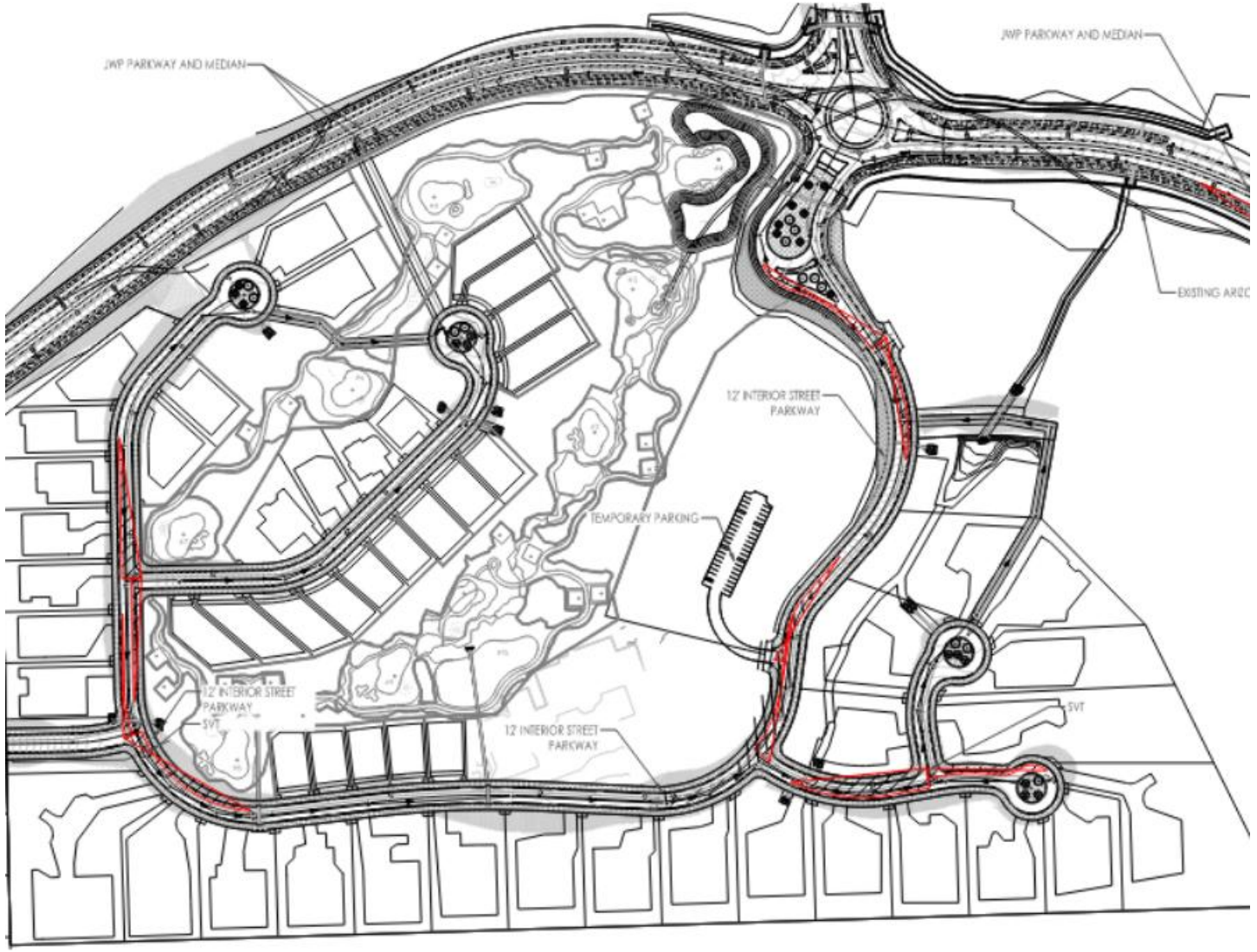
J. The provision of recreational amenities within a park or common space area, including but not limited to dog parks, picnic areas, and sports courts (two points).

The subdivision proposes a 9-hole pitch-and-putt golf course in common space "Tract B" to serve as a recreational amenity for Pine Canyon residents. A conditional use permit is required for the golf course and facility use within the RR zone, applications for the golf course site plan and conditional use permit are currently under review. Depending on the outcome of the conditional use permit application, modifications to this plat request may be required at the time of civil engineering plan and final plat review.

N. Subdivision CC&Rs and setback standards do not prohibit the development of accessory dwelling units (one point).
Staff will review the CC&Rs with final plat review to ensure conformance.

Landscaping Plan

- A Preliminary Landscaping Plan was approved with review of the preliminary plat. On October 1, 2025, the applicant proposed an alteration to the approved landscape plan and requested a modification to the landscaping requirements as set out in the Engineering Standards.
- Reduction in required parkway/median trees for internal private streets, reduces demand for irrigation water
- To be reviewed with final landscaping plan at Civil Engineering Plan review
- A formal modification request is not required to vary from the baseline landscaping design theme as described in 13-18-002-0003

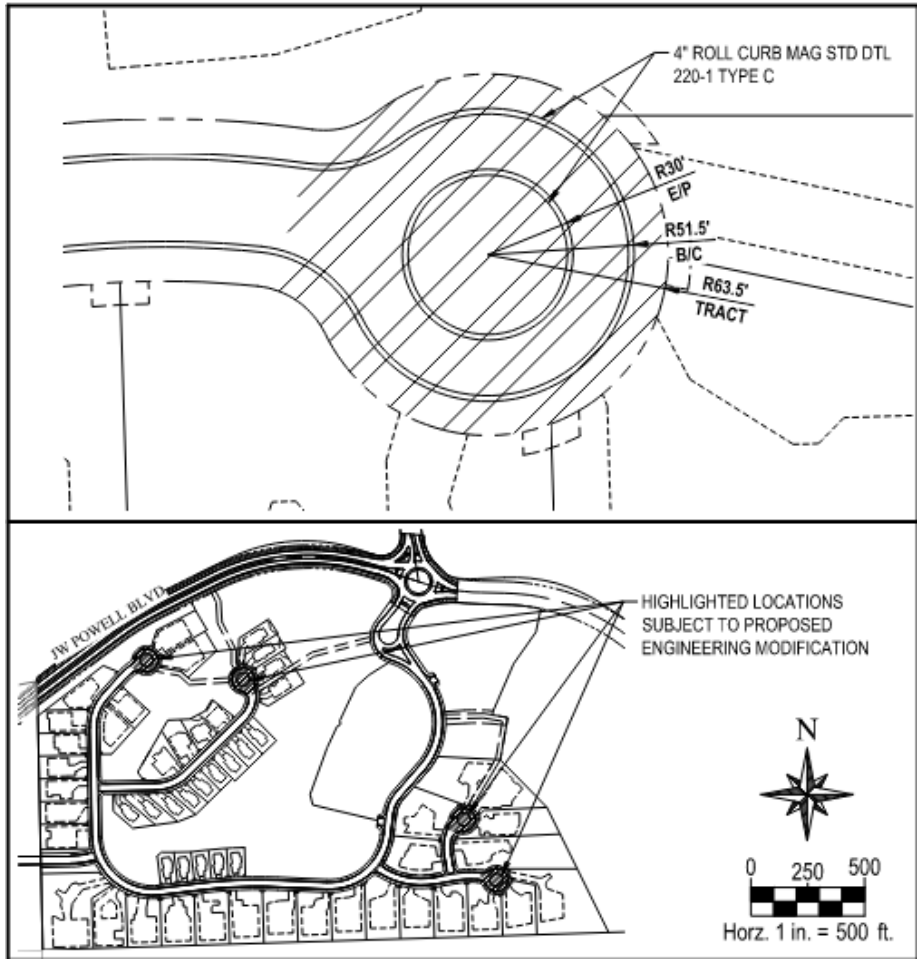


Requests for Modification to Engineering Standards

Modification #1: Typical Urban Cul-de-Sac - Modified Back of Curb Radii (Detail No. 10-04-010)

The modification requests a reduction to the back of curb radii and adding a circular landscape island in the cul-de-sac. The City Engineer has recommended approval of this request with the following conditions:

1. Cul-de-sac shall be signed for no parking
2. Cul-de-sac curb shall be painted red indicating a fire lane and no parking
3. A concrete pad of sufficient length and width for 2 solid waste carts shall be provided behind the back of the cul-de-sac curb for each parcel prior to a certificate of occupancy

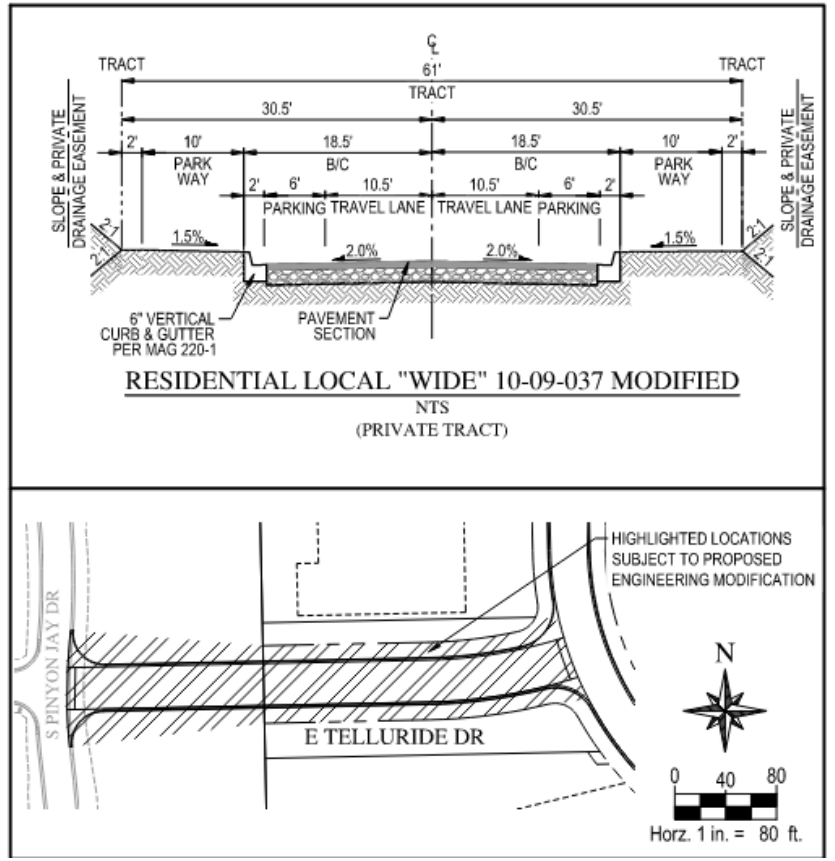


Requests for Modification to Engineering Standards

Modification #2: Residential Local "Wide" Street Section - Modify to Eliminate Sidewalks (Detail No. 10-09-037).

The modification requests the elimination of sidewalks from the Residential Local Wide Street Section. The City Engineer has recommended approval of this request with the following conditions:

1. Street segment shall be signed for no parking
2. Curb along the affected street segment shall be painted red indicating a fire lane and no parking.

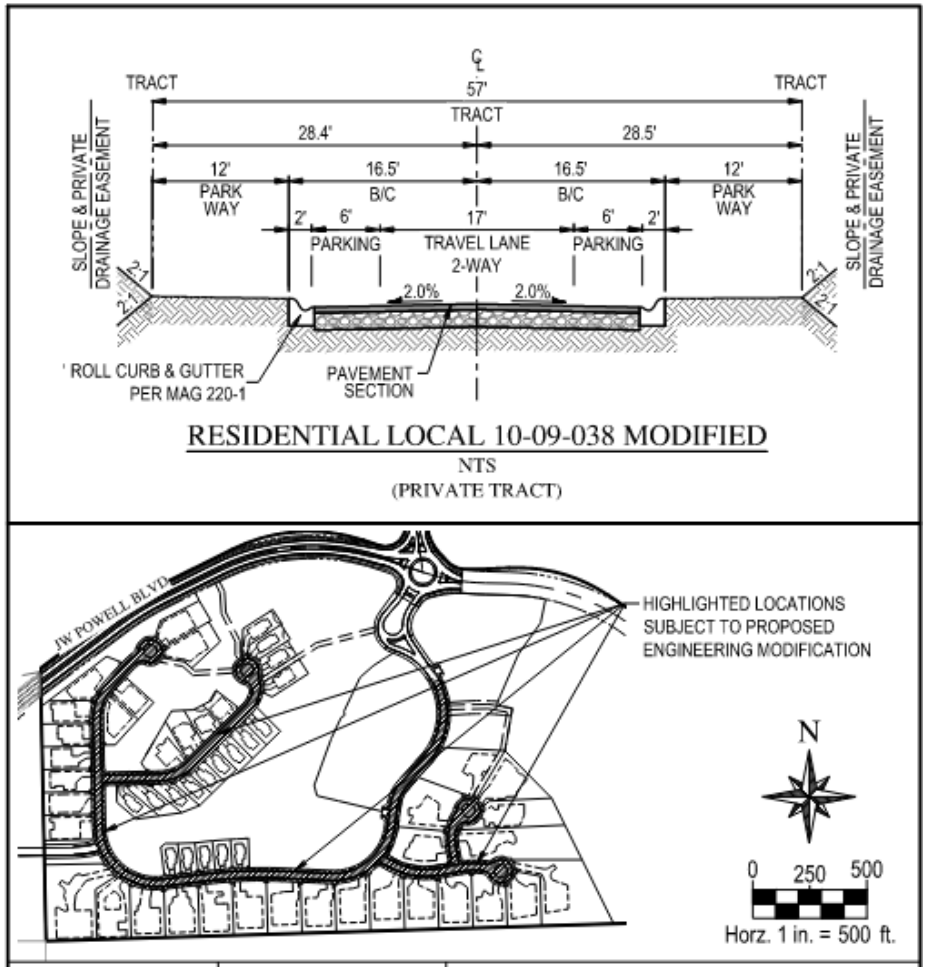


Requests for Modification to Engineering Standards

Modification #3: Residential Local Street Section - Modify to Eliminate Sidewalks (Detail No. 13-10-09-038).

The modification requests the elimination of sidewalks from the Residential Local Street Section. The City Engineer has recommended approval of this request with the following conditions:

1. The final plat shall specify the type of roll curb & gutter (Type C or Type D) to be utilized as part of the local roadway cross section detail

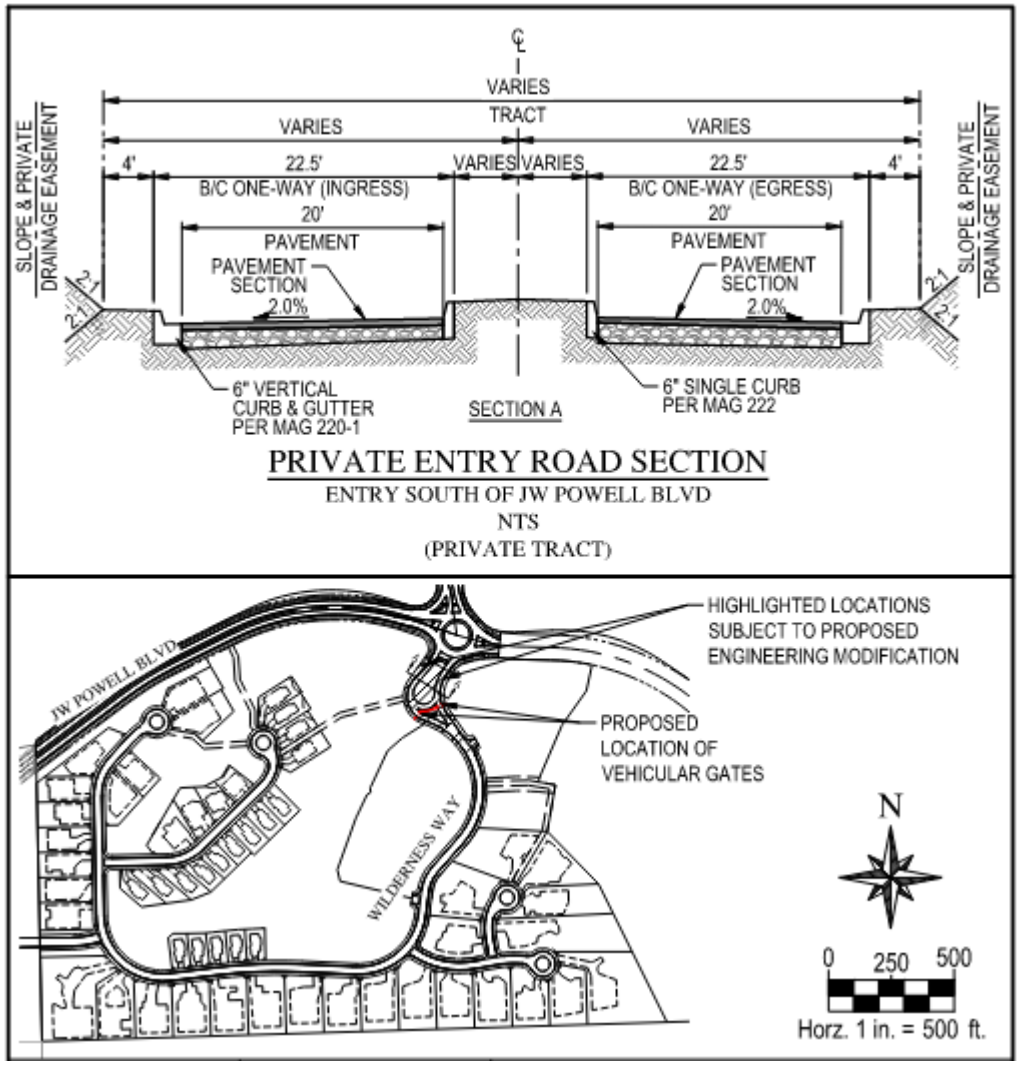


Requests for Modification to Engineering Standards

Modification #4: Entry Road - Modification to Street Section (Detail No. 10-09-038).

The modification requests to utilize an Entry Road Section extending a short distance to/from JW Powell Boulevard, consisting of a boulevard-type entry with two (2) 20 FT driveways separated by a raised median tract. The City Engineer has recommended approval of this request with the following conditions:

1. Entry and exit lanes shall be signed for no parking
2. Entry and exit lanes shall be painted red, indicating a fire lane and no parking



Requests for Modification to Engineering Standards

Modification #5: Entry Road - Modification to Street Section (Detail No. 10-09-038) for Vehicular Gates.

The modification requests to provide vehicular gates within the private Entry Road Section. The City Engineer recommended denial of this request based on the following:

1. Per City Code Section 11-20.70.030 Subdivision Requirements and Street Design, local streets shall be designed to promote connectivity by creating a comprehensive grid-like network of vehicular and pedestrian connections to provide diversity of route choices between the proposed subdivision and existing streets and pedestrian routes, unless topographic conditions preclude such connectivity.
2. Vehicular traffic back up into the John Wesley Powell Blvd. roundabout has not been addressed. The current Pine Canyon entrance off John Wesley Powell Blvd. is gated with a gatehouse. Prior to 7:00am traffic at this gated access point used by contractors often backs up 700'+ onto John Wesley Powell Blvd. and vehicles have been observed crossing the median at Rockpoint Ln. and driving in the opposing travel lane to get around the traffic backup.
3. The existing Pine Canyon Subdivision Development Agreement (DA) was amended to allow for gated access with specific requirements for public access to be maintained. If gated access is desired for the Pine Canyon Expansion, it is recommended that the property owner request an amendment to the existing Development Agreement or request a new Development Agreement to allow gated access as well as addressing the items identified above.

The City Engineer has further considered this request and has taken a neutral position subject to the following condition:

1. A Memorandum of Understanding shall be executed prior to approval of the final plat that includes:
   I. A resolution to traffic impacts on John Wesley Powell Boulevard, to the satisfaction of the City Engineer.
   II. Use of the gate will abide by the regulations for public access as allowed by the existing Pine Canyon DA.

Staff Recommendation

Staff recommend the City Council approve the use of PRD standards subject to the following conditions:
1. If a conditional use permit for the golf course facility is not granted, all reference to the golf course use must be removed on all future submittals and an alternative PRD design element shall be elected by the applicant. The Planning Director shall determine compliance with the design element elected.

Staff recommend the City Council approve the requests for modifications to Engineering Standards #1-4 subject to the following conditions:
1. Civil engineering plans and final plat for STL 405 Pine Canyon Expansion must meet the recommended conditions of approval as written in the City Engineer Response to Engineering Modification Requests dated May 22, 2025.

If City Council approves the request for modification to Engineering Standards #5, staff recommends the following conditions of approval:

1. A Memorandum of Understanding shall be executed prior to approval of the final plat that includes:
    I. A resolution to traffic impacts on John Wesley Powell Boulevard, to the satisfaction of the City Engineer.
    II. Use of the gate will abide by the regulations for public access as allowed by the existing Pine Canyon DA.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Gail Brockman, Park Flag

Co-Submitter: Rick Tadder

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-54, Resolution No. 2025-55, and Ordinance No. 2025-21: A resolution of the Flagstaff City Council, repealing Resolution No. 2017-03 related to ParkFlag District fees; repeal of conflicting resolutions; and establishing an effective date; a resolution of the Flagstaff City Council declaring as a public record that certain documents filed with the City Clerk and entitled "2025 ParkFlag Code Amendments"; and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, to establish parking and permit fees for the ParkFlag District, and Title 9 Traffic, to update provisions related to the Comprehensive Parking Management Program and duties of the Office of the Parking Manager; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the October 7, 2025 Council Meeting:
1) Read Resolution No. 2025-54 by title only
2) City Clerk reads Resolution No. 2025-54 by title only (if approved)
3) Read Resolution No. 2025-55 by title only
4) City Clerk reads Resolution No. 2025-55 by title only (if approved)
5) Read Ordinance No. 2025-21 by title only for the first time
6) City Clerk reads Ordinance No. 2025-21 by title only (if approved above)

At the October 21, 2025 Council Meeting
7) Adopt Resolution No. 2025-54
8) Adopt Resolution No. 2025-55
9) Read Ordinance No. 2025-21 by title only for the final time
10) City Clerk reads Ordinance No. 2025-21 by title only (if approved above)
11) Adopt Ordinance No. 2025-21

Executive Summary:

The ParkFlag District was created in 2017 to manage parking and traffic in the Downtown and Southside areas, ensure parking spaces turn over regularly, generate revenue to purchase additional parking in these areas, and support local businesses. The public currently pays $1.00 per hour for use of a parking space during posted hours, while employees may purchase monthly or annual permits. Since its inception, hourly parking rates have not changed, even as operating costs for vendors, maintenance, staffing, and technology continue to rise at a rate of 3%--8% annually.

In July 2025, a Parking Rates and Fees Analysis was completed by the Management Services Division in the City of Flagstaff. The study found that Flagstaff's rates are below both peer communities and local private operators and confirmed that, without an adjustment, projected revenues will not keep up with anticipated expenses over the next 10 years.

If adopted, the proposed ordinance will increase the hourly parking rate to $2.00 per hour for on-street spaces and $3.00 per hour for future covered parking. Revenues will be used as follows:

1. ParkFlag will continue to set aside 20% of all parking revenues into the restricted fund balance of the

ParkFlag fund for acquisition of 450 parking spaces ("the Lockbox").
2. A portion of the new revenues will be used for ParkFlag operating costs.
3. A portion of the new revenues will be used to provide enhanced municipal services to help regulate traffic and improve the public rights-of-way in the parking district. Property owners within the Flagstaff Downtown Business and Improvement Revitalization District ("FDBIRD") and members of the Downtown Business Alliance are requesting enhanced municipal services in this area due to the high volume of pedestrian and vehicular traffic in this area. FDBIRD is a special taxing district with authority to levy secondary property taxes to help pay for enhanced municipal services and with authority to contract with the City to provide such services. The City currently participates in funding FDBIRD through an Intergovernmental Agreement. City staff will be requesting that the City Council at its October 21, 2025 public meeting consider approval of a proposed new IGA with FDBIRD wherein FDBIRD would receive funding to provide enhanced municipal services in public rights-of-way in Downtown and Southside as permitted by A.R.S. Section 48-6808.A.2 & A.14.

The proposed ordinance will increase the hourly parking rate effective March 1, 2026. Prior to the rate increase going live, staff will conduct public outreach, and enforcement staff will spend about one week updating kiosk software, followed by one to two weeks assisting customers with the updated kiosks. The ordinance will also establish new parking permits--vendor (V) and construction (C) effective December 1, 2025.

Financial Impact:
Economic Vitality and Management Services staff partnered to develop a Parking Rates and Fees Analysis Report that was posted for public review and provided as an attachment to this staff summary. The proposed rate adjustments are expected to increase annual revenues, stabilize the long-term operating budget, provide additional funds to provide enhanced municipal services within the ParkFlag District, and provide additional funding for investments in parking capacity.

Policy Impact:
ParkFlag funding has historically been restricted to parking operations and inventory. Approval of this ordinance will authorize the use of funds for additional services within the rights-of-way in the parking district. Additionally, the parking permit and hourly fee schedule will be codified in City Code 3-10-001-0009, providing greater clarity on parking fees. As part of this adjustment, new permit types have been added to the administrative guidelines to expand eligibility, reflecting public feedback and addressing an identified gap in the program.

Previous Council Decision or Community Discussion:
In April 2025, during the budget retreat, staff presented consideration of proposed parking rate changes to Council and received direction to proceed with a rate analysis and potential rate increase. As part of the current process, ParkFlag hosted two public meetings after the rate study was published on the ParkFlag website (parkflag.org), the City of Flagstaff website, and in the Arizona Daily Sun. Staff collected and reviewed community feedback, including questions and concerns raised during the public meetings as well as those submitted online or by email. The enhanced services being considered were proposed by the Flagstaff Downtown Business Allicance (FDBA) and the Flagstaff Downtown Business Improvement and Revitalization District (FDBIRD), with ongoing discussions involving their boards and downtown businesses.

Options and Alternatives to Recommended Action:

1. Approve the proposed rate adjustment (Recommended action)
    - Implement the new parking rates as proposed.
    - Aligns revenues with projected expenditures and supports enhanced services in the parking district.
2. Approve a different rate adjustment
    - Implement a modified rate increase (higher or lower than proposed).
    - May partially address revenue shortfalls while balancing community impact.
3. Postpone adoption of the ordinance and the resolutions and direct staff to perform additional analysis
    - Delay rate changes while staff conducts further study of financial impacts, peer benchmarks, or community feedback.
    - Provides more data to inform future decisions but postpones addressing the revenue gap.
4. Do not approve the ordinance and resolutions
    - Keep existing parking fees and permit types unchanged.
    - Identify alternative funding sources to cover operational increases.

- Risk continued revenue shortfalls to pay for ParkFlag operational costs and limit the ability to fund enhanced municipal services.

Background and History:
City staff is proposing to increase paid parking rates to $2.00 per hour per parking space, and $3.00 per hour for covered parking. The proposed parking rate adjustment is needed to keep ParkFlag financially stable and to allow for future improvements in the parking district. Since 2017, vendor contracts have increased approximately 5% annually, while other costs such as maintenance, staffing, and technology have increased 3%-8% annually. Without an adjustment, revenues are not expected to keep up with expenses over the next 10 years. In fact, ParkFlag currently uses a one-time funding of $60,000 for ongoing expenses, which is not sustainable.

The recent rate study confirmed this challenge. It showed that expenditure increases are outpacing revenue trends, furthering an imbalance. The study also found that Flagstaff's parking rates are lower than those in many peer cities, communities of similar size with universities and tourism-based economies that experience comparable parking demand. For example, San Luis Obispo, a small beach town in California with a large tourism base, charges $3 to $4 per hour depending on location and duration; Provo, Utah, a university town, charges $3 per hour; and Colorado Springs, a university city in Colorado, charges $1 to $1.50 per hour, depending on location, with additional payment required each time you move your vehicle. Locally, downtown rates are also below the market, as private operators such as American Valet, Northern Arizona University and others charge $3.00 to $4.00 per hour. This shows that Flagstaff's current rates are not in alignment with both regional and local standards. Additional parking fee comparisons are provided in the attached rate study.

The proposed adjustment will help align revenues with expenses, maintain reserves, and bring rates closer to regional and local standards. A portion of the new revenue will support enhanced municipal services in the parking district being requested by the Flagstaff Downtown Business Alliance (FDBA). These services would be used for maintenance and improvement of public rights-of-way in the ParkFlag District, including graffiti removal from parking kiosks and signage, trash and pet waste cleanup, pressure washing sidewalks and improved snow and cinder removal during the winter and spring months.

The ParkFlag program has made several changes and data-driven decisions since its launch, including:

- 2019 Program Changes
  - Modified downtown management hours, which reduced annual revenues by over $150,000.
  - Reduced permit fees to better align with community needs.
- COVID-19 Suspension
  - One-year suspension of the paid parking program during the pandemic.

Despite the program changes and suspension of paid parking, ParkFlag has restricted $2 million in the lockbox fund, reserved for the future development of additional parking. City staff are working on multiple negotiations underway intended to provide new parking inventory in the near future.

Approval of the staff proposed parking rate change will strengthen ParkFlag's financial foundation while enhancing the downtown areas for the community.

Connection to PBB Priorities and Objectives:
High Performing Governance

- Serve the public by providing high quality customer service
- Maintain the organization's fiscal stability through strong financial policies and best practices
- Implement and communicate innovative and efficient local government programs, new ideas, and best practices

Sustainable and Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Connection to Regional Plan:
Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
Goal LU.10. Increase the proportion of urban neighborhoods to achieve walkable, compact growth

Goal LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.

Connection to Carbon Neutrality Plan:
Decrease Dependence on Cars, DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take a bus.
This proposal supports the City's Carbon Neutrality Plan by encouraging shifts to more sustainable modes of transportation. Higher parking rates may motivate some downtown visitors and employees to choose alternatives such as biking, ride-sharing, or public transit. ParkFlag will continue to offer the VIP Commuter Pass program, which provides free bus passes to downtown employees, and will also continue promoting carpooling and highlighting bicycle rack locations on the ParkFlag website. These measures align with the City's goals of reducing vehicle miles traveled and fostering a cleaner, more sustainable downtown.

Connection to 10-Year Housing Plan:
None

Attachments:
ParkFlag Rate Analysis
2025 Parking Code Amendments
Res. 2025-54
Res. 2025-55
Ord. 2025-21
ParkFlag Presentation

CITY OF FLAGSTAFF, ARIZONA

ParkFlag

Parking Rates and Fees

Analysis Report – 2025

Economic Vitality and Management Services Divisions

July 2025

Executive Summary

The City of Flagstaff is considering changes to its public parking rates and parking permit fees in the downtown area known as the ParkFlag District. The Economic Vitality Division and Management Services Division have prepared a financial analysis to provide a review of what increased parking revenues would be generated to help fund necessary expenditures for ParkFlag enhanced operations, enhanced maintenance, and additional capital costs for public parking and expansion of public parking inventory. Staff intend to provide City Council with a recommendation for fees and rates at the September 2, 2025, and September 16, 2025, Council meetings. It is anticipated an Ordinance will be adopted with the new rates at the September 16, 2025, Council meeting with an anticipated effective date of March 1, 2026.

Park Flag District Overview

The City Council established a comprehensive public parking program for the ParkFlag District in 2016. The City Council has adopted paid parking and permit fees for use of public parking in district pursuant to its authority under A.R.S. Section 9-276(a)(1) to "regulate the use...or otherwise improve streets, alleys, avenues, sidewalks...and off-street parking." In addition, the City has authority under state law and its City Charter to manage public rights-of-way and other real property owned by the City, such as off-street public parking lots. A map showing the boundaries of the ParkFlag District along with public parking areas can be found here:
https://www.parkflag.org/_files/ugd/c1bde0_18b32f06a17e4c8daab4b4a34d3408e4.pdf

ParkFlag is a City program within the Economic Vitality Division established under Flagstaff City Code Section 9-01-001-0014 **Office of Parking Manager**. ParkFlag works in partnership with the City Traffic Engineer and Flagstaff Police Department to enforce downtown parking regulations. All revenues and expenditures, however, are managed in a separate Special Revenue Fund that was established under the Flagstaff City Code Section 9-01-001-0015 **Comprehensive Parking Management Program Special Revenue Fund Created**. All revenues/expenses associated with the parking program stay separate from the City's General Fund and must currently be used for parking, traffic regulation, and street improvements. Funds in this account must be associated with the operation and maintenance of the ParkFlag system and may not be used for other city initiatives, projects, areas of service, etc.

Furthermore, in addition to the separate accounting, the City Code requires that a minimum of 20% of gross revenues must be set aside in a separate fund dedicated to the acquisition of additional parking supply. This is a key provision, and for the very first time, it requires funds be set aside for future parking facilities.

The ParkFlag team consists of seven staff members, including five Parking Aides, one Lead Aide, and the Program Manager. One of the aides is assigned to the Flagstaff Pulliam Airport, and that position is fully funded by the Airport. Parking Aides are first and foremost ambassadors to the Downtown area, assisting customers with kiosk payments, educating parkers on proper payment and parking practices as well as providing directions to nearby shops, restaurants, and attractions.

ParkFlag Pay to Park Rates

Staff Proposal

Staff recommends updates to the current parking rates to provide additional revenues to support ParkFlag public parking enhanced operations, enhanced maintenance, and additional capital costs for public parking and expansion of public parking inventory.

Discussion of ParkFlag District

The City receives over 5 million visitors annually. A substantial portion of these visitors spend time in the downtown area managed by ParkFlag. The Flagstaff Visitor Intercept Study sites that Downtown Flagstaff is the top activity for visitors while they are in market. The Comprehensive Parking Program helps manage parking downtown to regulate traffic and improve the overall downtown visitor experience.

Parking District Metrics Overview

ParkFlag manages approximately 1,036 paid parking spaces, both on-street and off-street, within the ParkFlag District. A portion of the on-street spaces are available not only to the public for Pay-to-Park using kiosks or the mobile app but are also designated for use by Employee Permit holders. These spaces are regulated and open for general public use during the following hours:

- Weekday: Sunday through Thursday: 9:00 AM – 5:00 PM
- Weekend: Friday and Saturday: 9:00 AM – 8:00 PM

Current occupancy trends show strong public demand for paid parking in the district:

- **Weekdays**: Average occupancy reaches approximately 60%, indicating consistent daytime demand.
- **Weekends**: Average occupancy reaches approximately 80%, reflecting high peak activity demand.

These occupancy trends demonstrate that the Parking District operates near optimal capacity based on industry standards, especially on weekends, and provide critical insights for resource planning, rate adjustments, and potential program expansions.

Current pay to park revenue per available space trends show less than what we would expect based on the higher occupancy trends, but consideration should be given as spaces may be occupied by permit holders who pay $10 monthly to park on a daily basis. (Pay to park revenue per available space = total number of spaces X total number of hours / total pay to park revenue earned)

Weekdays: Pay to park revenue per available space is approximately 21% of total paid parking hours
Weekends: Pay to park revenue per available space is approximately 60% of total paid parking hours
Overall: Combined average pay to park revenue per available space is approximately 34%

Market review: The following information is based on ParkFlag market research.

Location	Cost Per Hour	Daily Rate	Surface Lot or Covered	Notes
Downtown Flagstaff- ParkFlag	$1.00	NA	Streets, Lots	Street and some lots
Downtown Flagstaff- Private	$4.00	NA	Garages, Lots	Garages and lots, privately managed.
Phoenix - Municipal	$1.50	NA	Streets, Lots	Downtown, uptown, capitol, and college areas; enforced 8 a.m. to 10 p.m.
Phoenix, Roosevelt Area - Private	$4.00 to $12.00	NA	Lots	In Roosevelt Neighborhood
Phoenix, Downtown- Private		$12.00 to $30.00	Lots, and Garages	Mostly garages, some lots
Tempe- Municipal	$1.50 to $2.00	NA	Street	Street parking rate is set by location.
Mesa- Municipal		NA	Garages, Streets, Lots	Advertised as over 5,000 free spaces, no rate listed
Scottsdale- Municipal	$1.00 to $4.00	NA	Garages, Streets, Lots	There is no daily limit. Parking is Monday-Saturday 8 am- 10 pm. Parking is not metered Sundays.
Tucson - Municipal	$1.00	NA		Free after 5pm and on weekends. Advertises 9,000 public parking spaces in garages and 1,800 metered spaces on streets Metered parking in downtown core, Fourth Ave, Main Gate Square, Mercade District Mon - Fri 8 am to 5 pm
Tucson - Municipal	$1.00	$3.00 to $5.00	Garage	Garage managed by Park Tucson
Tucson - Private	NA	$7.00 to $20.00	Garage	Private garages
Prescott - Municipal	$0	NA	Streets	Parking is free
Jerome - Municipal	NA	$5.00	Streets, Lots	Downtown Jerome
Durango - Municipal	$0.50 to $1.50	$5.00	Streets, Lots	Parking varies based on location.
Durango- Private	$2.00	NA	Lot	Only one private parking option in Durango.
Albuquerque - Municipal	$2.00	$10.00	Garages, Lots	Structures, Lots, and Streets
Albuquerque - Municipal	$0.05 to $1.00	NA	Streets	

Location	Cost Per Hour	Daily Rate	Surface Lot or Covered	Notes
Albuquerque-Private	$2.00 to $6.00	NA	Garages, Lots	
Santa Fe - Municipal	$1.00 to $2.00	$12.00	Garage, Lots	$1 for the first hour, $2 for the second, and max rate of $12 a day, some garages are 24/7, some are 7 a.m. to 11 p.m.- 1 a.m.
Santa Fe - Municipal	$2.00	NA	Streets	Mon- Sat 8 a.m. to 6 p.m., Free on Sunday
Taos - Municipal	$2.00**	$10.00	Streets, Lots	$2 an hour for the first hour, $1 for every hour after, Cash is always $1 an hour, even for first hour, Max is $10 per day. Mon- Sat 9 a.m. to 6 p.m. Sunday is free
Los Angeles-Municipal	$2.00 to $6.00	NA	Streets, Lots	Price is dependent on location

Enhanced Parking District Maintenance

The Parking District is very well utilized and ParkFlag is looking to provide enhancement to the district. The City has received requests for enhanced municipal services in the downtown area, such as a desire for restroom maintenance, graffiti removal, snow and cinder removal in sidewalks and alleys, painting of infrastructure, trash service, pressure washing, weed removal, and others as appropriate.

The City will consider managing a contract for these services, hiring additional staff to deliver these services, or use a third-party agreement to manage and deliver the services. Not all enhanced municipal services relate to public parking and therefore some may need to be paid for with other funding sources. Parking revenues collected could be used for funding maintenance of parking spaces, curbs, improved signage, streets, and other needed amenities.

Operations Costs

Personnel costs are expected in increase annually at approximately 3.5% due to the pay plan and compensation plans. Increases support employee wage adjustments necessary to meet the high cost of living in Flagstaff. With some minor staff reorganizations, the district does not anticipate adding staff over the next 10 years. ParkFlag experiences an annual cost increase of at least 5% in software systems and will see increased credit card charges related to the parking rate changes. There are also rising costs for parts, supplies, and other inflation-related expenses. ParkFlag does expect to see technology changes in the next 2-5 years for areas such as credit card acceptance, camera systems, and integrations with our Municipal Court. An increase in parking rates will cover those necessary expenditures. We are required to set aside 20% of annual parking rate revenues (Lockbox) for the purpose of future parking expansion. This plan will demonstrate the set aside and use for new parking expansions.

Parking Inventory Changes

The availability of parking spaces in the downtown parking district will see various changes over the next 5 years. There are three off-street parking lots that may be repurposed for other needs such as partnerships that are developing downtown.

The City is considering future parking structure improvements within the downtown parking district. These new parking structures may be delivered by the City or a partnership with property owners within the district for a shared structure. Any parking partnership opportunities will require initial City investments which can be debt financed and additional operating costs.

Parking structures are more expensive to build than surface lots but can offer increased parking inventory as well as the benefits some levels being protected from weather conditions. Therefore, we are considering having a higher parking rate at these parking structure locations.

Proposed Parking Rates/Fees

Based on the above considerations, staff is proposing a $2.00 per hour rate for all on street and uncovered parking lots and a $3.00 per hour rate for parking in a parking structure. This parking rate increase anticipates having the needed funding for sustainable operations cost growth, enhanced maintenance in the district, increased parking lock box for future sites, and expansion of parking capacity. The financial analysis below will provide a 10-year outlook of the ParkFlag financial plan.

As mentioned earlier, the cost to deliver structured parking is significant. For this reason, the City is considering several different delivery methods. In each, the cost of structured parking is well over $40,000 per space. Thus, in consideration of the high cost to construct and the benefits of parking structure the City is considering a higher fee structure for the covered spaces.

ParkFlag Permit Fees

Staff Proposal

Staff recommends updates to the permits for the ParkFlag district to include two new permit types using the existing fee schedule of $10 monthly. These additional permits will address evolving needs withing the parking district. Staff recommends updating the Administrative Guidelines to include the following additions:

1. **Construction Employee Permit:** For construction workers in the downtown area. Permits follow the same process and restrictions as Employee Permits; permits must be purchased and managed through the online permit portal, with parking restricted to designated employee zones.
2. **Vendor Employee Permit:** For sales representatives from various industries (e.g., beer, food, retail). Permits must be purchased and managed through the online permit portal, with parking restricted to designated employee zones.

The addition of these new permit types would benefit the need for designated parking for these two unique but prevalent groups while also generating ParkFlag revenues.

Discussion of ParkFlag permits

We currently offer two types of employee parking permits: Employee Zone North (EN) and Employee Zone South (ES). These permits are valid only within their designated zones. If a vehicle with an employee permit is parked in a paid parking area outside of the designated EN or ES zones, the driver is required to pay to park hourly rate.

Over the past twelve months, ParkFlag has generated $72,414 in permit revenue, this number also includes Amtrak Permits and Encroachment Permit sales.

Current Active Permits	As of 6/30/2025
Employee North (EN)	318
Employee South (ES)	128
Total Active Permits	446

We expect to see a slight increase in revenues with the introduction of these two new permit types, Construction Employee Permit and the Vendor Employee Permit.

Other Permits and Fee Considerations

Council provided direction to explore additional types of permits which may be adopted by Council at the public meeting to adopt fees, such as Flagstaff resident permits.

Proposed Parking Permit Fees

We do not intend to change the current permit fee schedule; we are only adding new permit for Construction and Vendor Employees which will need to be adopted by Council.

Financial Plans

Review of ParkFlag Financial Plans

Based on the staff proposals mentioned in this report, staff has developed a financial analysis to demonstrate balancing of the ParkFlag needs over the next 10-years. When preparing the financial plans for this report, there were several factors taking into consideration. Future changes to these factors will have fiscal impacts to the plan.

Proposed: $3.00 parking structure rate, $2.00 hourly rate all other locations, and new permit fees

The financial plan presented in Table 1 demonstrates the resource and uses of funds for a balanced 10-year plan for the ParkFlag fund. The initial year, FY 2025-26, is based on an effective date of 3/1/2025 and therefore is only about 25% of the potential annual revenue impact. FY 2026-27 will show the first full year of revenues and expenditure after the pay to park and permit fee changes are adopted.

TABLE 1:

Line	Financial Plan	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FY 2034-35
1	Beginning Fund Balance	$ 2,700,500	2,632,600	1,078,500	1,584,100	2,248,400	624,300	761,800	916,500	1,016,100	1,057,500
2	Resources										
3	Parking Revenue-Current Rate	1,286,700	1,293,900	1,301,100	1,308,300	1,315,700	1,323,100	1,330,500	1,337,900	1,345,400	1,352,900
4	Other Revenue	67,500	26,300	10,800	15,800	22,500	6,200	7,600	9,200	10,200	10,600
5	Pay to Park Rate Increase	242,500	975,000	1,102,400	1,231,000	1,237,100	1,243,200	1,249,400	1,255,700	1,262,000	1,268,300
6	Permit Revenue Increase	400	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
7	Pay to Park Spaces Change	-	(97,200)	52,900	92,400	174,300	174,300	174,300	174,300	174,300	174,300
8	Loan Proceeds	-	1,500,000	-	-	3,700,000	-	-	-	-	-
9	Total Resources and Balance	4,297,600	6,331,800	3,546,900	4,232,800	8,699,200	3,372,300	3,524,800	3,694,800	3,809,200	3,864,800
10	Uses of Funds										
11	Operation Expenses	1,043,700	1,083,000	1,123,700	1,214,100	1,259,800	1,307,400	1,356,800	1,408,000	1,461,300	1,516,500
12	Increase Operations Expenses	21,900	341,800	383,100	305,200	320,600	328,900	337,400	346,300	355,400	364,800
13	Parking District Enhancements	259,400	267,200	275,200	283,500	292,000	400,800	409,800	419,100	428,700	438,600
14	Debt Service	115,000	217,500	160,000	160,000	480,000	480,000	480,000	480,000	480,000	480,000
15	Capital Expense	25,000	3,343,800	20,800	21,600	5,022,500	93,400	24,300	25,300	26,300	27,400
16	Contingency	200,000	-	-	-	700,000	-	-	-	-	-
17	Total Uses of Funds	1,665,000	5,253,300	1,962,800	1,984,400	8,074,900	2,610,500	2,608,300	2,678,700	2,751,700	2,827,300
18	Ending Fund Balance	$ 2,632,600	1,078,500	1,584,100	2,248,400	624,300	761,800	916,500	1,016,100	1,057,500	1,037,500
19											
20	Restricted Fund Balance-Lockbox	2,143,200	599,200	932,900	1,302,600	72,800	142,400	215,000	290,700	369,300	450,800
21											
22	Unrestricted Fund Balance	489,400	479,300	651,200	945,800	551,500	619,400	701,500	725,400	688,200	586,700
23	Minimum Fund Balance (20%)	319,400	439,800	493,700	529,700	550,200	549,600	552,600	555,700	558,600	561,500
24	Over/(Under) Minimum Fund Balance	170,000	39,500	157,500	416,100	1,300	69,800	148,900	169,700	129,600	25,200

Resources/Revenues

In Table 1, baseline revenues are provided on lines 3 and 4 and rate change revenue impacts are provided on lines 5-7 in the table. Pay to park rate increases (line 5) shows anticipated revenue gains over baseline revenues. When calculating new pay to park revenues, we take into consideration the revenue trends related to available spaces as well as recognizing there may be short term reductions due to consumer concerns for higher parking rates. The City will set aside 20% of annual operating revenues per ordinance leaving 80% to fund operations.

Permit revenue increases (line 6) is based on anticipating a monthly average issuance of 10 additional monthly parking permits for the new construction and vendor employee permits.

This financial plan recognizes there will be impacts to off-street/parking lots in the downtown over the next 10-years and we show our anticipated impacts to the revenues under pay to park spaces change (line 7). Currently there are two city parking lots that will be impacted by development. This plan also projected growth in paid parking spaces with possible partnerships with other developments in the downtown district area which may provide over 100 parking structure spaces. Staff has worked to determine what potential impacts the parking lot space changes will have on parking revenues.

The financial analysis also recommends the issuance of loans (line 8) for the construction or partnerships for additional spaces in the parking district as mentioned in the previous paragraph. While the City will continue to set aside 20% of parking revenues to support future expansion of downtown parking, those revenues alone will not fully fund the construction or purchase of spaces. Therefore, we will consider issue loans (or other financing options) to timely deliver the spaces which will be paid back by future proceeds from the parking lockbox. The analysis of revenue and uses of lockbox funds are provided in Table 2.

Uses of Funds/Expenditures

Forecasted operational expenses are shown within the Uses of Funds section of the table. The Operation Expense shown (line 11) is tied to the operation budget approved for fiscal year 2025-26 and projected going forward based on certain anticipated growth rates. Personnel forecasts a 3.5% annual increase which is supported by the City's pay plan. Contractual and commodity forecast are using a 4% annual increase. This was determined as a blend of categories that may see inflation at certain rates, most notable is the costs for software contracts increasing at 5.0% annually.

The financial analysis provides for Increased Operations Expense (line 12) based on several future operational needs as a result of pay to park rate increase, technology improvements, future lease expense for new parking, and maintenance. The cost of processing credit card transactions is 9% of the transaction costs. As fees are increased and new parking availability changes, these costs will also increase. As we work with downtown developments for additional parking opportunities, we would need to consider operating leases for those spaces as well as increased maintenance. Lastly there are technology needs over the next 1-5 years that require funding from the fee increases. This includes upgrading credit card technology at the parking kiosks to meet processing standards.

Parking District Enhancements (line 13) is related to expenditures to provide a higher level of service in the parking district area as discussed earlier in this report. The portion shown here is for the specific enhancement costs related to the parking right-of-way. The baseline for the enhancements in fiscal year 2025-26 is $550,000 total based on information previously provide to City Council in April. The difference from this line of the report and the total investments for enhancements will be funded with other resources as determined. The parking portion increases by 3% annually for inflation.

Debt Service (line 14) in this plan is related to current financing of the initial kiosk purchase as well as a portion of the future parking investments that are made above the Lockbox cash portion available.

Capital expenses (line 15) are for operational capital and construction or possible partnership costs for expanded parking opportunities. Operational capital includes the replacement of a vehicle and the annual replacement of kiosks as they become damaged or no longer functioning. In fiscal year 2026-27, capital funding is identified for a development project that would allow the City to purchase and provide additional spaces. And in fiscal year 2029-30, the plan allows for the acquisition or construction of parking spaces in the downtown area.

Lastly, the financial plan has a one-time set aside for Contingency (line 16) which is available for unforeseen expenditures that were unbudgeted as well as a set aside Contingency in fiscal year 2029-30 to alleviate economic downturns that have not been forecasted in the revenue projections.

Fund Balance

At the beginning of fiscal year 2025-26, the total fund balance is estimated at $2.7 million. Of this fund balance, $1.8 million is restricted for use related to the Lockbox requirement. The ending fund balance (line 18) includes restricted and unrestricted fund balance at the end of each fiscal year. We then demonstrate what portion of the fund balance is restricted for Lock Box requirements which will tie out in Table 2 in this report. The difference equals the unrestricted fund balance (line 22) of Table 1. The City understands the need to reserve a portion of fund balance annually and has determined to set that amount at 20% of operating revenues (line 23) to add fiscal stability during economic downturns. The analysis shows that we are meeting the minimum fund balance at the end of each fiscal year. Of note, in fiscal years 2033-34 and 2034-35 we show that ongoing revenues are not keeping pace with ongoing operating expense. This is related to the annual revenue growth being estimated at 1.5% and operating expenses tend to grow at 3.5%-4.0% annually. The City will need to complete another financial analysis of the ParkFlag fund in approximately 5-6 years to determine what adjustments will need to be made to assure long-term health of the fund.

Lockbox

Table 2 demonstrates meeting the requirements to reserve 20% of parking revenues (Lockbox) for future parking. The proposed plan demonstrates the use of the lock box funds for parking expansion as mentioned earlier in this report.

TABLE 2:

Line	Parking Lockbox Analysis	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FY 2034-35
1	Beginning Balance	$ 1,823,800	2,143,200	599,200	932,900	1,302,600	72,800	142,400	215,000	290,700	369,300
2	Resources										
3	Parking Revenue 20% Set Aside	319,400	439,800	493,700	529,700	550,200	549,600	552,600	555,700	558,600	561,500
4	Total Resources and Balance	2,143,200	2,583,000	1,092,900	1,462,600	1,852,800	622,400	695,000	770,700	849,300	930,800
5	Uses of Funds										
6	Parking Expansion - Cash	-	1,823,800	-	-	1,300,000	-	-	-	-	-
7	Parking Expansion - Debt	-	160,000	160,000	160,000	480,000	480,000	480,000	480,000	480,000	480,000
8	Other	-	-	-	-	-	-	-	-	-	-
9	Total Uses of Funds	-	1,983,800	160,000	160,000	1,780,000	480,000	480,000	480,000	480,000	480,000
10	Ending Balance	$ 2,143,200	599,200	932,900	1,302,600	72,800	142,400	215,000	290,700	369,300	450,800

The Lockbox has a current balance of $1.8 million from required set asides since the beginning of the parking district. The parking revenue annual set aside (line 3) shows the change and increases related to new rates and fees over the next 10 years. Based on the discussion earlier about new construction and partnerships, we demonstrate the use of cash balances (line 6) versus debt financing (line 7) to deliver additional spaces. We work on using cash balances first, then debt finance additional needs. The principal and interest debt payments will be paid with the Lockbox collections.

Community Outreach and Future Meetings

Public Outreach Meetings

ParkFlag and other City staff will provide opportunities for the public to meet and discuss the parking rate and fee changes during July and August. Feedback will be shared with City Council as part of the adoption of new fees and rates. The pay to park rate increases and the downtown enhancements program has been presented to the Downtown Business Alliance Board of Directors, and we worked with that organization on these concepts. Discussion also occurred with the Flagstaff Downtown Business Improvement & Revitalization District (FDBIRD) during one of their public meetings. At least two public meetings will be held prior to the Council meetings to welcome comments from the public to inform the discussion.

City Council Meetings

On April 25, 2025, staff presented information related to pay to park rates to support ParkFlag and Enhanced Parking District Maintenance to City Council during the fiscal year 2025-26 Budget Retreat. Council provided direction to City staff to move forward with a rate and fee analysis with a $1.00 per hour increase to the pay to park program and with funding support for enhanced maintenance funding in the parking district.

On September 2, 2025, and September 16, 2025, the City will hold two public hearings where staff will present an ordinance along with the fees and rates analysis information to the Council. The Council could accept staff recommendations or adjust, such as increasing or decreasing the fees and rates. Or the Council could choose to not read the ordinance the first time and direct staff to bring the item back with amendments. If Council completes the first read of the ordinance on September 2, 2025, a second read will be required at the September 16, 2025, meeting prior to official adoption the fees and rates. Fees and rates are anticipated to be effective March 1, 2026.

2025 PARKFLAG CODE AMENDMENTS

Part 1: Fees

The Flagstaff City Code, Title 3 Business Regulations, is hereby amended by: (a) renumbering Section 3-10-001-010 Annual Adjustments; Adoption; Verification as Section 3-10-001-011; (b) renaming Section 3-10-01-001-009 Parking Fees as "Parking Fees – Airport"; and (c) by adding a new Section 3-01-001-010 Parking Fees - ParkFlag District to read as follows:

SECTION 3-10-01-001-010 PARKING FEES – PARKFLAG DISTRICT

A. PARKING FEES (EFFECTIVE MARCH 1, 2026)

UNCOVERED SPACE	$2.00/HOUR
COVERED SPACE	$3.00/HOUR
HOODING FEE WITH EVENT PERMIT SPACE	$2.00/HALF-DAY
HOODING FEE WITH ENCROACHMENT PERMIT SPACE	$5.00/DAY
MOBILE APP CONVENIENCE FEE (NOT A CITY FEE)	PER SOFTWARE CONTRACT

B. PERMIT PARKING

A	AMTRAK PERMIT	$8.00/DAY
C	CONSTRUCTION CONTRACTOR WORKING IN PARKFLAG DISTRICT – PER INDIVIDUAL	$10/MONTH $120/YEAR
D -SFR	DOWNTOWN SINGLE-FAMILY RESIDENCE	$0
DR	DOWNTOWN RESIDENT (OFF-STREET PARKING NOVEMBER 1 TO APRIL 1)	$60/MONTH
E	EMPLOYEE/ BUSINESS OWNER IN PARKFLAG DISTRICT – PER INDIVIDUAL	$10/MONTH $120/YEAR
G	GUEST PERMIT	$5.00/DAY
R 1	RESIDENT	$0
R 2	RESIDENT	$250/YEAR
R 3	RESIDENT	$350/YEAR
R 4	RESIDENT	$450/YEAR
V	VENDOR CONTRACTED TO SELL OR DELIVER GOODS TO A BUSINESS IN PARKFLAG DISTRICT – PER INDIVIDUAL.	$10/MONTH $120/YEAR

THE OFFICE OF THE PARKING MANAGER IS HEREBY DELEGATED AUTHORITY TO ESTABLISH AND ISSUE PERMITS ALLOWING CITY COUNCIL MEMBERS, CITY COMMISSIONERS, AND CITY EMPLOYEES TO USE DESIGNATED FACILITY LOTS OR DESIGNATED PARKING SPACES AT NO CHARGE.

C. PRORATION

a. MONTHLY PERMITS (MONTHLY C, DR, E, AND V PERMITS) ARE ISSUED FOR A CALENDAR MONTH.

b. ANNUAL C, E, AND V PERMITS ARE ISSUED FOR A CALENDAR YEAR.

c. ANNUAL PERMITS R1, R2, R3, R4 ARE ISSUED ON A ROLLING YEAR BASIS.

d. NO PERMITS SHALL BE PRO-RATED, REGARDLESS OF ISSUANCE DATE.

D. TRANSFER

MONTHLY AND ANNUAL PERMITS MAY BE TRANSFERRED TO A NEW VEHICLE OWNED BY THE SAME INDIVIDUAL.

E. ADMINISTRATIVE GUIDELINES

ALL FEES AND PERMITS ARE ADMINISTERED AS PROVIDED FOR IN THE ADMINISTRATIVE GUIDELINES FOR THE COMPREHENSIVE PARKING MANAGEMENT PROGRAM (POSTED ON THE CITY'S WEBSITE).

Part 2: Management

The Flagstaff City Code, Title 9, Traffic, Chapter 9-01, Traffic Code, is amended by renumbering current Section 9-01-0001-0014 as Section -0015 and amending the same, and renumbering prior Section 9-01-001-0015 as -0016 and amending the same, and adopting a new Section 9-01-0001-0014, all to read as set forth below (deletions shown as stricken, and additions shown as red capitalized text):

9-01-001-0014 COMPREHENSIVE PARKING MANAGEMENT PROGRAM

A. THE CITY ADOPTED A COMPREHENSIVE PARKING MANAGEMENT PROGRAM BY RESOLUTION NO. 2016-01, TO REGULATE TRAFFIC AND MAKE STREET IMPROVEMENTS IN DOWNTOWN, THE SOUTHSIDE, AND THE SURROUNDING AREAS IMPACTED BY HIGH PARKING DEMAND ("THE PARKFLAG DISTRICT").

B. ALL PERSONS USING PUBLIC PARKING WITHIN THE PARKFLAG DISTRICT ARE SUBJECT TO THE ADMINISTRATIVE GUIDELINES, WHICH INCLUDE BUT ARE NOT LIMITED TO THE PARKFLAG DISTRICT BOUNDARIES, PAY-TO-PARK AREAS, PAY-TO-PARK HOURS, PARKING PERMIT TYPES AND ELIGIBILITY, AND PARKING REGULATIONS FOR SUCH DISTRICT.

C. A COPY OF THE COMPREHENSIVE PARKING MANAGEMENT PROGRAM, ADMINISTRATIVE GUIDELINES FOR THE PROGRAM, INCLUDING THE PARKFLAG DISTRICT BOUNDARIES SHALL BE KEPT ON FILE WITH THE CITY CLERK AND POSTED ON THE CITY WEBSITE FOR PUBLIC INSPECTION.

9-01-001-0015 OFFICE OF PARKING MANAGER ~~CREATED~~

A. The Office of Parking Manager is hereby established within the Economic Vitality Division, under the authority of the City Manager.
B. General Powers:

1. ~~Duties:~~ The Parking Manager, or his or her designee, shall regulate and manage all public parking ~~as authorized by the City Council through~~ consistent with the Comprehensive Parking Management Program ~~adopted by Resolution No. 2016-01 and all attachments thereto, by the City Council~~ and other provisions of this code.~~, including but not limited to establishing, changing, suspending or removing:~~

~~a. Administrative guidelines, including permit parking, time-limited parking, or pay-to-park requirements and programs, and other~~ 2. THE PARKING MANAGER SHALL ESTABLISH AND IMPLEMENT THE ADMINISTRATIVE GUIDELINES, INCLUDING BUT NOT LIMITED TO THE PARKFLAG DISTRICT BOUNDARIES, PAY-TO-PARK AREAS, PAY-TO-PARK HOURS, PARKING PERMIT TYPES AND ELIGIBILITY, PARKING REGULATIONS, procedures, protocols, or requirements as may be deemed necessary and desirable to implement AND MANAGE the Comprehensive Parking Management Program. ~~Current administrative guidelines shall be filed with the City Clerk.~~

~~b. Pay-to-park rates, including parking permit fees;. Current parking rate schedules shall be filed with the City Clerk.~~

~~c.~~ 3. THE PARKING MANAGER SHALL ENFORCE PUBLIC PARKING REGULATIONS IN THE PARKFLAG DISTRICT AND AT THE FLAGSTAFF PULLIAM AIRPORT.

~~4.~~ THE PARKING MANAGER SHALL ARRANGE FOR MAINTENANCE OF PUBLIC Parking lots or spaces, safety and loading zones, and other parking areas, facilities, markings and signs, or equipment, including parking meters or other pay-to-park equipment IN THE PARKFLAG DISTRICT.

~~2. Limited Scope of Authority:~~

~~a. The duties of the Parking Manager shall include only those areas of the City with pay-to-park requirements or permit-parking programs. Unless mutually defined otherwise by the Traffic Engineer and the Parking Manager, said area is formally defined by a rectangular boundary that encompasses all areas with pay-to-park requirements or permit-parking programs. Upon recommendation of the Parking Manager, implementation of new or additional pay-to-park requirements or permit-parking programs outside of said area shall be determined by the City Council in its sole discretion.~~

~~b. The Comprehensive Parking Management Program adopted by Resolution No. 2016-01, and all attachments thereto, by the City Council which addresses the high parking demand areas only of the Downtown areas, Southside area, and those surrounding areas impacted by the demand in Downtown and Southside areas.~~

~~c. Parking management in and around other high parking demand areas in Flagstaff may be added to the duties of the Parking Manager by City Council adoption of a revised Comprehensive Parking Management Program.~~

C. Appeal Procedure: Decisions of the Parking Manager, not related to enforcement actions, which are appealed by the process identified in Section 9-01-001-0003(G), may be appealed by any aggrieved party through the following process:

1. Administrative Review: The aggrieved party may appeal a decision of the Parking Manager to the City Manager by written request within ten (10) days following the actual date the decision was rendered. The City Manager shall review the Parking Manager's decision and make a determination supporting, overriding, or modifying that decision within ten (10) working days of receipt of the request.

2. Appeal of a regulation shall not stay the enforcement of violation notices issued prior to the date of any change in the regulation.

D. The Parking Manager shall report periodically to the City Council on the parking management activities of the office and make recommendations regarding additional areas that may, in the City Council's discretion, become subject to pay-to-park requirements or permit-parking programs.

~~E. The Comprehensive Parking Management Program adopted by Resolution No. 2016-01 addresses the high parking demand areas of Downtown and Southside and the surrounding areas impacted by the demand in Downtown and Southside. Managing parking in and around other high parking demand areas may be added to the Comprehensive Parking Management Program by City Council adoption of a revised Comprehensive Parking Management Program and there shall be separate accounting for each such area that may be added.~~ (Ord. 2016-05, Enacted, 02/02/2016; Ord. 2017-01, Amended, 02/07/2017)

9-01-001-0016 COMPREHENSIVE PARKING MANAGEMENT PROGRAM SPECIAL REVENUE FUND CREATED

A. Except for funds collected from fines on parking violations, there shall be a separate accounting for all funds collected pursuant to the Comprehensive Parking Management Program. The use of said funds shall be restricted to:

1. Areas of the City under the authority of the Parking Manager (areas of the City with pay-to-park requirements or permit-parking programs); and

2. Programs identified in the Comprehensive Parking Management Program TO REGULATE TRAFFIC AND IMPROVE PUBLIC STREETS AND RIGHTS-OF-WAY, including capital development or improvement of parking facilities, land acquisition for parking, parking system management and operational expenses, ~~and~~ debt~~.~~, AND MAINTENANCE.

3. Until four hundred fifty (450) new public parking spaces have been added to serve the Downtown area, twenty percent (20%) of the annual revenues in the Special Revenue Fund shall be used only for the acquisition and/or development of new public parking spaces serving the Downtown area, specifically any expenses directly related to the acquisition and development of public parking facilities to serve the Downtown area and shall not be diverted or appropriated to any other fund including but not limited to the General Fund.

4. Promoting the use of alternative modes of transportation and other parking demand reduction expenses.

B. At least sixty (60) days prior to consideration of any change to any provision of this section, notice of a public meeting to consider a proposed change shall be conspicuously posted on the City website, published in a newspaper of general circulation in the City, and mailed by first class mail to any person who has registered with the City Clerk's office to receive such notice, at the last known address on file with the City Clerk's office.

RESOLUTION NO. 2025-54

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, REPEALING RESOLUTION NO. 2017-03 RELATED TO PARKFLAG DISTRICT FEES; REPEAL OF CONFLICTING RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City is authorized to regulate standing or parking of vehicles, pursuant to A.R.S. § 28-627(A)(1), and has established an Office of Parking Manager (ParkFlag) to regulate and manage public parking, pursuant to the Flagstaff City Code Section 9-01-001-0014; and

WHEREAS, the City desires to repeal its existing Resolution No. 2017-03 relating to ParkFlag District fees and is separately adopting new parking fees by ordinance to be set forth in the City Code.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Permit Parking fees schedule set forth in Resolution No. 2017-03 (as administratively modified in 2010 pursuant to City Council direction) is hereby repealed.

The Pay-to-Park and Meter Exemption Fee (Hooding Fee) schedules set forth in Resolution No. 2017-03 are repealed effective March 1, 2025.

SECTION 2. Repeal of Conflicting Resolutions

All resolutions and parts of resolutions in conflict with the provisions of this resolution or any part are hereby repealed.

SECTION 3. Effective Date.

This resolution shall be effective December 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of October, 2025.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

RESOLUTION NO. 2025-55

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "2025 PARKFLAG CODE AMENDMENTS"

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; and

WHEREAS, the City Council of the City of Flagstaff ("City") desires to amend City Code provisions related to management of public parking, and parking rates and fees in the ParkFlag District (downtown area) by ordinance referencing 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 *"2025 ParkFlag Code Amendments"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy, maintained in compliance with A.R.S. § 44-7041, shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of October, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
2025 ParkFlag Code Amendments

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, TO ESTABLISH PARKING AND PERMIT FEES FOR THE PARKFLAG DISTRICT, AND TITLE 9 TRAFFIC, TO UPDATE PROVISIONS RELATED TO THE COMPREHENSIVE PARKING MANAGEMENT PROGRAM AND DUTIES OF THE OFFICE OF THE PARKING MANAGER BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "*2025 PARKFLAG CODE AMENDMENTS*"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City is authorized to regulate standing or parking of vehicles, pursuant to A.R.S. § 28-627(A)(1); and

WHEREAS, the City is authorized to regulate the use and improve City streets, alleys, and sidewalks pursuant to A.R.S. § 9-276(A)(1); and

WHEREAS, the City Council adopted Resolution No. 2016-01 establishing a Comprehensive Parking Management Program, Resolution No. 2017-03 to establish parking rates and fees, and adopted Sections 9-01-001-0014 and -0015 of the City Code to establish an office of the Parking Manager to adopt Administrative Guidelines and to implement the Comprehensive Parking Management Plan, and to establish a special revenue fund, all in an effort to regulate traffic and public parking in Downtown Flagstaff, the Southside, and immediately surrounding areas ("the ParkFlag District"); and

WEHREAS, the City Council directed the Parking Manager in 2019 to reduce the Employee/Business Owner Permit – Individual fees; and

WHEREAS, the City Council has adopted Resolution No. 2025-54 repealing Resolution No. 2017-03; and

WHEREAS, the City Council desires to adopt this ordinance to update the City Code provisions related to the Comprehensive Parking Management Program, and to establish updated public parking rates and permit fees for the ParkFlag District; and

WHEREAS, pursuant to A.R.S. § 9-499-15, a written notice of intent to modify and increase parking rates and fees was posted on the City's website at least 60 days prior to adoption and distributed through the City's social media accounts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as the “2025 ParkFlag Code Amendments”, 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, has been declared a public record by Resolution No. 2025-55 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 5. Effective Date.

This ordinance shall become effective December 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of October, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ParkFlag Downtown Parking Rate Increase

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Ordinance First Read

Ordinance No. 2025-

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Background

Program Implementation

- Implemented in 2017
- Parking Rate of $1.00 an hour
- Pay by Plate System
  - Pay at one kiosk with ability to move car within the district
  - Park and pay at any kiosk downtown when you need to add time
  - One Zone is Unique to ParkFlag

Background

Program Developement

- Ongoing Development
  - Residential zones
  - 2 New Lots (150 Spaces)
  - Additional ParkFlag staff & technology
- 2019 Program Changes
  - Reduced pay-to-park hours
  - Reduced permit fees

Changing expenses

- Increase in Cost of Operations
  - Increasing wages
  - Vendor Contracts increasing 5% year over year
  - Replacement Parts and kiosk Maintenance
- Plateau of Parking Revenues
  - Average parking session is 2 hours

Background

Program history

- Suspension
  - All revenue suspended for one year during Covid – most expenses remained
- Airport
  - Services provided to the Airport are paid for through Airport revenue

Improvements

- Use of License Plate Reader to assist with 2-hour parking enforcement
- Review and adjustment of permits and hours
- Firm focus on ambassadorship

Background

Revenue, lockbox and other considerations

- 20% of all revenue restricted
  - Lockbox is currently $2M
  - Negotiations underway for two potential projects
- Credit card fees cost approximately 9% of total credit card revenues
- Updates to kiosks coming soon

Proposal

Proposed Rate Increase

- $2.00 per hour per space & $3.00 per hour per space for future covered parking options

  - No increase in Permit Fees – considering permit expansions
  - Hours of operation remain the same
  - Supports ongoing needs of the program and cost growth
  - Accelerates creation of inventory (increased funds in lockbox)
  - Provides funding for enhanced services in the District
    - Requested and potentially provided by the Downtown Business Alliance

Enhanced Services

Enhanced Services provided in the right-of-way (In negotiations)

- Sidewalk Cleaning
  - Pressure Washing
  - Pet/Human Waste Removal
  - Gum Removal
  - Snow and Cinder Removal
  - Weed Pulling
- Alleyways and Access
  - Snow Removal
  - Cinder Removal
- Graffiti Removal
  - Kiosks
  - Municipal Signage
- Other

ParkFlag Rates and Fees Analysis

Financial Overview

- Key components to the rate and fee study
  - Addressing revenue growth versus operating growth
    - Currently no capacity for growth in operating expenditures
  - Enhanced maintenance in the parking district
  - Expansion of permit types
  - Changes in parking inventory over next 10 years
  - Increased funding for future parking structures or partnerships
    - Lockbox capacity for cash and debt funding strategies
  - Adequate and sustainable fund balance

ParkFlag Rates and Fees Analysis

Financial Overview - Revenues

Financial Plan	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Revenues						
Parking Revenue-Current Rate	$ 1,286,700	1,293,900	1,301,100	1,308,300	1,315,700	1,323,100
Other Revenue	67,500	26,300	10,800	15,800	22,500	6,200
Pay to Park Rate Increase	242,500	975,000	1,102,400	1,231,000	1,237,100	1,243,200
Permit Revenue Increase	400	1,200	1,200	1,200	1,200	1,200
Pay to Park Spaces Change	-	(97,200)	52,900	92,400	174,300	174,300
Total Parking Revenue	$ 1,597,100	2,199,200	2,468,400	2,648,700	2,750,800	2,748,000

- Current revenues – slow growth, other revenue minimal
- Pay to park rate increase $2/hour, $3/hour covered parking
- Changes in behaviors
- 2 new permits, limited revenues,
- Change in parking space availability

ParkFlag Rates and Fees Analysis

Financial Overview – Uses of Funds

Financial Plan	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Uses of Funds						
Operation Expenses	$ 1,043,700	1,083,000	1,123,700	1,214,100	1,259,800	1,307,400
Increase Operations Expenses	21,900	341,800	383,000	304,700	320,200	328,400
Parking District Enhancements	259,400	267,200	275,200	283,500	292,000	400,800
Debt Service	115,000	217,500	160,000	160,000	480,000	480,000
Capital Expense	25,000	3,343,800	20,800	21,600	5,022,500	93,400
Contingency	200,000	-	-	-	700,000	-
Total Uses of Funds	1,665,000	5,253,300	1,962,700	1,983,900	8,074,500	2,610,000
Ending Fund Balance	$ 2,632,600	1,078,500	1,584,100	2,248,400	624,300	761,800

- Operating expenditures outpacing revenues, relying on 1X for ongoing costs
- Credit card fees, technology upgrades, lot maintenance, parking leases, inflation
- Parking enhancement funding, allowable cost only
- $8.3M parking expansion using debt financing, lease payments

ParkFlag Rates and Fees Analysis

Financial Overview – Fund Balance

Financial Plan	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Ending Fund Balance						
Restricted Fund Balance-Lockbox	$ 2,143,200	599,200	932,600	1,301,300	70,400	137,700
Unrestricted Fund Balance	489,400	479,300	650,300	941,100	542,900	608,200
	$ 2,632,600	1,078,500	1,582,900	2,242,400	613,300	745,900
Over/(Under) Minimum Fund Balance	$ 170,000	39,500	157,500	416,100	1,300	71,000

- Majority of fund balance restricted for parking Lockbox
- Minimum 20% recommended unrestricted fund balance
- Potential future impacts: parking capacity changes, recession,

ParkFlag Rates and Fees Analysis

Financial Overview – Lockbox

Parking Lockbox Analysis	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Beginning Balance	$ 1,823,800	2,143,200	599,200	932,900	1,302,600	72,800
Resources						
Parking Revenue 20% Set Aside	319,400	439,800	493,700	529,700	550,200	549,600
Total Resources and Balance	2,143,200	2,583,000	1,092,900	1,462,600	1,852,800	622,400
Uses of Funds						
Parking Expansion - Cash	-	1,823,800	-	-	1,300,000	-
Parking Expansion - Debt	-	160,000	160,000	160,000	480,000	480,000
Total Uses of Funds	-	1,983,800	160,000	160,000	1,780,000	480,000
Ending Balance	$ 2,143,200	599,200	932,900	1,302,600	72,800	142,400

- Shows required set aside 20% of parking revenues
- Lockbox began with $2 millon this fiscal year
- Higher rates allow more capacity to add parking with debt financing available

ParkFlag Rates and Fees Analysis

Financial Summary

- Approval of the proposed rates and fees:
  - ✓Addresses the fiscal health of the ParkFlag Fund
  - ✓Funding for enhanced services in the ParkFlag District
  - ✓Enhances technology needs
  - ✓Improves the capacity to add future parking spaces
    - Partnerships and debt financing
  - ✓Revenues estimate dependent on timing of future parking lot

Public Comments

Staff held 2 public meetings, comments below

- Limit free parking, focus on other mobility options
- Better signage on kiosks
- Maps to show where free parking exists
- Can we offer resident discounts
- Better snow removal downtown, berm removal
- When are we building a garage
- Confusion of City parking versus Private Parking

Looking Ahead

Curbside Plan and Other Potential Initiatives

- Curbside Management Plan
- Provide improved parking map highlighting free parking areas
- Pay by phone option (which does not require the app)
- App and website upgrades
- Kiosk upgrades
- Provide first 30 minutes for $1 with each full hour at $2
- More employee parking zones / eligibility

Timeline for Adoption

Next Steps for Adoption

- October 7th – 1st Read of Ordinance and Resolutions
- October 21st – 2nd Read and Adoption of Ordinance
- October 21st – Adopt Resolutions
- October 21st – Enhanced Services IGA approval
- December 1st – New permits available
- March 1, 2026 – New parking rates effective

ParkFlag Rates and Fee Adoption

City Council Meeting
October 7, 2025

City Council

Questions and Comments

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Vigorito, Fire Administration Manager

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-48: A resolution of the Flagstaff City Council, approving an amendment to the Intergovernmental Agreement between the Summit Fire and Medical District; the Highlands Fire District; and the City of Flagstaff for joint hiring and promotional processes.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-48 by title only
2. City Clerk reads Resolution No. 2025-48 by title only (if approved above)
3. Adopt Resolution No.2025-48

Executive Summary:

The City entered into an Intergovernmental Agreement ("Agreement") with Highlands Fire District and Summit Fire and Medical District on December 23, 2019 with approval by City Council on November 19, 2019. The purpose of the Agreement is to allow for joint hiring and promotional processes. The original Agreement named Pinewood Fire District, but was never fully executed to include Pinewood Fire District, so the parties have maintained an informal working relationship since February 15, 2025. Staff is requesting City Council approval for an Amendment to Intergovernmental Agreement, IGA-2020-077-AG1, to add Pinewood Fire District and Airport Rescue Fire Fighting Services of the City of Flagstaff as additional parties to the Agreement. The parties to this Agreement wish to expand interagency cooperation to include hiring new firefighters and conducting promotional exams. Hiring and promotional processes can be taxing and labor-intensive, especially the processes for new firefighters. The Agreement allows for greater efficiency for all parties and a standardization of processes among the partners to improve results towards hiring and promoting the best candidates while maintaining our shared desire to be non-discriminatory and equal opportunity employers.

Financial Impact:

None

Policy Impact:

No identified policy impacts from this IGA.

Previous Council Decision or Community Discussion:

The City Council has entered into several collaborative opportunities to the benefit of the public and firefighter safety.

- June 2018 City entered into a mutual aid agreement with seven regional fire departments.
- December 23, 2019 City entered into a 5-year IGA for the Joint Hiring and Promotional Process.
- January 15, 2020 City entered into a 5-year IGA for the Automatic Aid with two regional fire departments.

Options and Alternatives to Recommended Action:

1. Approve Amendment as recommended, and authorize the City Manager to execute the contract amendment.
2. Approve Amendment with modifications, and authorize the City Manager to execute the contract amendment.

3. Do not approve the Amendment.

Connection to PBB Priorities and Objectives:

- High Performance Governance
  - Implement and communicate innovative and efficient local government programs, new ideas, and best practices
  - Be an inclusive employer of choice by providing employees with the necessary tools, training, support, and compensation
- Safe and Healthy Community
  - Enhance community engagement and strengthen relationships between the community and public safety services
  - Provide public safety services with resources, staff, and training responsive to the community's needs
- Inclusive and Engaged Community
  - Enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust
- Livable Community
  - Support diverse employment opportunities and high quality jobs

Connection to Regional Plan:
Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
FFD Strategic Plan: Standardization and Improved Partnerships
Work to continuously improve joint communication.

Attachments: Res. 2025-48
Amendment
Joint Hiring IGA
Res. 2019-54
Presentation

RESOLUTION NO. 2025-48

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUMMIT FIRE AND MEDICAL DISTRICT, THE PINEWOOD FIRE DISTRICT, THE HIGHLANDS FIRE DISTRICT THE CITY OF FLAGSTAFF FOR JOINT HIRING AND PROMOTIONAL PROCESSES

RECITALS:

WHEREAS, the Highlands Fire District, the Summit Fire and Medical District, the Pinewood Fire District, and City of Flagstaff desire to amend the intergovernmental agreement for joint hiring and promotional processes; and

WHEREAS, the PARTIES desire to amend the original Agreement for a Joint Hiring and Promotion Processes; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, the PARTIES participate in the "Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Intergovernmental Agreement," an IGA intended to maximize interagency cooperation to include training; and

WHEREAS, the PARTIES of this agreement make up the Greater Flagstaff Region Hiring and Promotion Group (GFR Hiring and Promotion Group) comprised of the Fire Chiefs of the Departments participating; and

WHEREAS, the PARTIES concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources; and

WHEREAS, the PARTIES recognize that a Joint Hiring and Promotion Process will assist the PARTIES in recruiting, selecting, and promoting the most qualified candidates.

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 the Highlands Fire District, the Summit Fire and Medical District, the Pinewood Fire District, and City of Flagstaff 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 7th day of October 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

AMENDMENT

INTERGOVERNMENTAL AGREEMENT
FOR THE JOINT HIRING AND PROMOTIONAL PROCESS
between the
CITY OF FLAGSTAFF, SUMMIT FIRE
AND MEDICAL DISTRICT, THE HIGHLANDS FIRE DISTRICT,
AND THE PINEWOOD FIRE DISTRICT

The following amendment ("Amendment") is incorporated into and made a part of the Agreement between the City of Flagstaff ("City"), Summit Fire and Medical District, highlands Fire District and Pinewood Fire District ("Department") dated December 23, 2019 (the "Agreement") for the joint hiring and promotional process of the parties. This Amendment is for the purpose of adding the Pinewood Fire District and the Airport Rescue Fire Fighting Services of the City of Flagstaff to the Joint Hiring and Promotional Process.

RECITALS

A. The City entered into the Intergovernmental Agreement between Highlands Fire District and Summit Fire and Medical, and the District was approved by City Council on November 19, 2019, and entered into on December 23, 2019. The purpose of the Agreement is to allow for joint hiring and promotional processes.

B. The original agreement named Pinewood Fire District, but was never executed to include Pinewood Fire District

C. The parties recognize that the first contract was not formally executed. However, the parties have maintained a working relationship under the Contract since February 15, 2025.

D. This amendment will be approved and adopted by City Council as a formal Amendment to the Intergovernmental Agreement, IGA-2020-077-AG1, adopting Pinewood Fire District and the Airport Rescue Fire Fighting Services of the City of Flagstaff as additional Parties to the agreement.

THEREFORE, for the reasons recited above, and in consideration of the mutual covenants contained in this Amendment, the City and the District agree as follows:

TERM

The term of the Amendment shall be effective as of the date signed by all the parties. The Amendment will align with the underlying Agreement, allowing for (2) additional (5) year periods. Parties agree that this Amendment will also extend the Agreement for the first (5) year renewal period, making the end date December 23, 2029.

WAIVER OF POTENTIAL CONFLICT

The HIGHLANDS FIRE DISTRICT, the SUMMIT FIRE & MEDICAL DISTRICT, and the PINEWOOD FIRE DISTRICT (these foregoing hereafter collectively referred to as the "jointly-represented parties") consent to the Coconino County Attorney's Office representing all of them jointly, and acknowledge that they have all been advised of the potential for conflicts of interest, including the specific advantages and risks involved with joint representation, and potential consequences that would be created by future conflicts, if any should arise. The jointly-represented parties further acknowledge the original 'Waiver of Potential Conflict' term contained in the Agreement.

All other provisions of the Intergovernmental Agreement that are being amended to include Pinewood Fire District and the Airport Rescue Fire Fighting Services of the City of Flagstaff, that was approved by the City Council on December 23, 2019, and went into effect on January 1, 2020, will apply to all parties to this Amendment.

City of Flagstaff	**Pinewood Fire District**
_____	_____
Mayor	Board Chair
Attest:	Attest:
_____	_____
City Clerk	Clerk of the board
Approved as to form:	
_____	_____
City Attorney	Coconino County Attorney
	Date of Execution:
	_____

Summit Fire & Medical District

_____
Board Chair

Attest:

_____
Clerk of the board

_____
Coconino County Attorney

Date of Execution:
_____

Highlands Fire District

_____
Board Chair

Attest:

_____
Clerk of the board

_____
Coconino County Attorney

Date of Execution:
_____

INTERGOVERNMENTAL AGREEMENT
FOR JOINT HIRING AND PROMOTIONAL PROCESS

between

the City of Flagstaff

and

_____

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, ____, between the City of Flagstaff ("CITY"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and Highlands Fire District, Pinewood Fire District, Ponderosa Fire District, and Summit Fire and Medical District ("GREATER FLAGSTAFF REGION HIRING AND PROMOTION GROUP"), all of which are independent political subdivisions of the State of Arizona, duly organized and administered pursuant to Chapter 5 of Title 48 of the Arizona Revised Statutes (all of the foregoing entities hereafter collectively together referred to as the "PARTIES OR PARTY").

RECITALS

A. The PARTIES desire to enter into this Agreement for a Joint Hiring and Promotion Processes; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The PARTIES participate in the "Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Intergovernmental Agreement," an IGA intended to maximize interagency cooperation to include training; and

D. The PARTIES of this agreement make up the Greater Flagstaff Region Hiring and Promotion Group (GFR Hiring and Promotion Group) comprised of the Fire Chiefs of the Departments participating; and

E. The PARTIES concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources; and

F. The PARTIES recognize that a Joint Hiring and Promotion Process will assist the PARTIES in recruiting, selecting, and promoting the most qualified candidates.

NOW THEREFORE, pursuant to A.R.S. § 11-952, authorizing contracts between public agencies for services or the joint exercise of powers common to both, and the inherent powers of each party to protect the health and welfare of its constituents, for and in consideration of the mutual obligations and covenants set forth herein, the parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this Agreement is to set forth the process and agreement between the PARTIES for the Joint Hiring and Promotional Processes to pool resources and recruit, hire and promote qualified candidates for each PARTY.

2. Scope

The PARTIES agree to confer and develop a Joint Hiring Process that will be attached and incorporated as Addendum A/to this agreement which sets forth the process for the joint hiring and selection of qualified candidates for the position of Firefighter/EMT and/or Firefighter/Paramedic. Addendum B which is attached and incorporated into this agreement is a flow chart visual representation of the process set forth in Addendum A. The process described in Addendums A and B may be amended by the unanimous agreement of the Fire Chiefs of the Departments that are parties to this agreement and the City of Flagstaff Human Resources Division.

The PARTIES agree to confer and develop a Joint Promotion Process that will be attached and incorporated as Addendum D. Addendum E which is attached and incorporated into this agreement is a flow chart visual representation of the process set forth in Addendum D to this agreement which sets forth the process for the joint promotion process to select and promote qualified candidates for the positions of, Engineer, Captain, and Battalion Chief. The process described in Addendums E and D may be amended by the unanimous agreement of the Fire Chiefs of the Departments that are parties to this agreement and the City of Flagstaff Human Resources Division.

The personnel from the different PARTIES who participate in the Joint Hiring Process shall be familiar with and shall follow the Greater Flagstaff Region Hiring Group Interview Panel Guidelines attached and incorporated as Addendum C, while participating in the Joint Hiring Process. Addendum C may be amended by the unanimous agreement of the Fire Chiefs of the Departments that are parties to this agreement and the City of Flagstaff Human Resources Division.

3. Indemnification

Each PARTY to this Agreement shall indemnify, defend and hold harmless the other PARTIES, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying PARTY or PARTIES, provided however, nothing herein shall be construed to expand the liability of any PARTY or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its PARTIES.

4. Liability Insurance

Each PARTY shall bear the risk of its own actions and shall determine for itself an appropriate level of liability insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a PARTY.

5. Effective Date; Term; Effect of Termination on Remaining PARTIES; Renewal

A. Effective Date. This Agreement will become effective for each PARTY after approval by its governing body (the "Effective Date").

B. Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of five years, unless extended or terminated by action of the PARTIES.

C. Termination. Any PARTY may terminate its participation in this Agreement by providing the other PARTY (or PARTIES) thirty (30) days written notice. Termination by one or more

of the PARTIES to this Agreement shall not affect the operation of the Agreement as between the other PARTIES thereto.

D. Renewal. This Agreement may be renewed for two (2) additional five (5) year periods, subject to agreement by the PARTIES. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals.

6. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

7. Compliance with All Laws

Each PARTY shall comply with all federal, state, and local laws, rules and regulations.

8. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each PARTY.

9. Non-Discrimination

Each PARTY warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, pregnancy, religion, sex, sexual orientation, gender identify, genetic information, age, national origin, disability, veterans status, care-giving responsibilities, or familial status shall have equal access to employment opportunities. Each PARTY shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Pregnancy Discrimination Act of 1978, Americans with Disabilities Act of 2008 as amended, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Age Discrimination and Employment Act of 1967 as amended, Genetic Information Nondiscrimination Act of 2008.

10. Legal Arizona Workers Act Compliance

PARTIES are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

11. Non-appropriation

This Agreement shall be subject to shared costs which may include but is not limited to human resources personnel, legal personnel, and advertising, and to available funding for each PARTY,

and nothing in this Agreement shall bind any PARTY to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

12. No Third Party Beneficiaries

The PARTIES acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the PARTIES, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a PARTY to this Agreement.

13. Right to Enter into Additional Agreements

The PARTIES to this Agreement are not precluded from participating in additional or supplemental IGA's or contracts as deemed appropriate by the PARTIES. Nothing in this Agreement shall limit the ability of a PARTY to provide or collaborate with another jurisdiction, which is not a participant in this Agreement.

14. Waiver of Potential Conflict

The HIGHLANDS FIRE DISTRICT and the SUMMIT FIRE & MEDICAL DISTRICT (these foregoing hereafter collectively referred to as the "jointly-represented parties") consent to the Coconino County Attorney's Office representing all of them jointly, and acknowledge that they have all been advised of the potential for conflicts of interest, including the specific advantages and risks involved with joint representation, and potential consequences that would be created by future conflicts, if any should arise. For instance, these jointly-represented parties were instructed that although joint representation could yield a cost savings on attorneys' fees and also result in easier coordination, no one party's interests could be advocated above that of the others by the attorney. It was explained to all of the jointly-represented parties that this could result in less favorable terms for either one or another of them, because negotiations could not be conducted in a partisan manner with the assistance of counsel as between and amongst the jointly-represented parties. It was further explained to the jointly-represented parties that as amongst them only, joint representation would result in the loss of confidentiality as to each other with regard to the subject matter of the joint representation. It was further explained that if the joint representation should result in an irreconcilable conflict in the future, which either required or resulted in one or more of their number filing a lawsuit against one or more of the others with respect to the subject matter of the joint representation, or else resulted from another non-waivable conflict, then the Coconino County Attorney's Office would be required to withdraw from representing all parties involved with the irreconcilable and non-waivable conflict, and all such parties involved therewith would have to incur the expense of retaining new replacement counsel. The jointly-represented parties additionally acknowledge that they have been advised and are aware that the Coconino County Attorney does represent several fire districts, including the undersigned. The jointly-represented parties additionally acknowledge that they have the right to have independent counsel review this Agreement and/or the Coconino County Attorney's Office's joint representation in this matter, and all of the jointly-represented parties hereby acknowledge that they have consulted such counsel or have waived the right to consult such counsel. The jointly-represented parties further acknowledge that they understand their rights, and notwithstanding this disclosure, do hereby confirm their waiver any conflict of interest that may arise by reason of the Coconino County Attorney's Office's

representation of the undersigned in this matter, and consent to the joint representation of all of the jointly-represented parties by the Coconino County Attorney's Office.

15. Signatures

Each PARTY represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the PARTIES indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Date of formal approval by governing body:

_____

INTERGOVERNMENTAL AGREEMENT
FOR JOINT HIRING PROCESS

Signature Page

IN WITNESS WHEREOF, the PARTIES each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

PARTY:

Highlands Fire District
Authorized signatory:

_____
Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

Date of formal approval by governing body:

_____

Highlands Fire District
Authorized signatory:

_____
Name: _____
Title: _____

Attest:

_____
Name: _____
Title: _____

Date of formal approval by governing body:

_____

Attorney's Approval:

_____
Name: Brian Y. Furuya,
Title: Attorney for Highlands Fire District
Attorney for Summit Fire & Medical District

Addendum A
Joint Hiring Process

The PARTIES, who have vacant, funded positions to fill, will participate in the following steps of the Joint Hiring Process:

1. Advertisement and posting for Joint Hiring Process
2. Written Test
3. Employment Application
4. Matrix
5. Physical Agility Test
6. Peer Interviews
7. Ranked List of Candidates

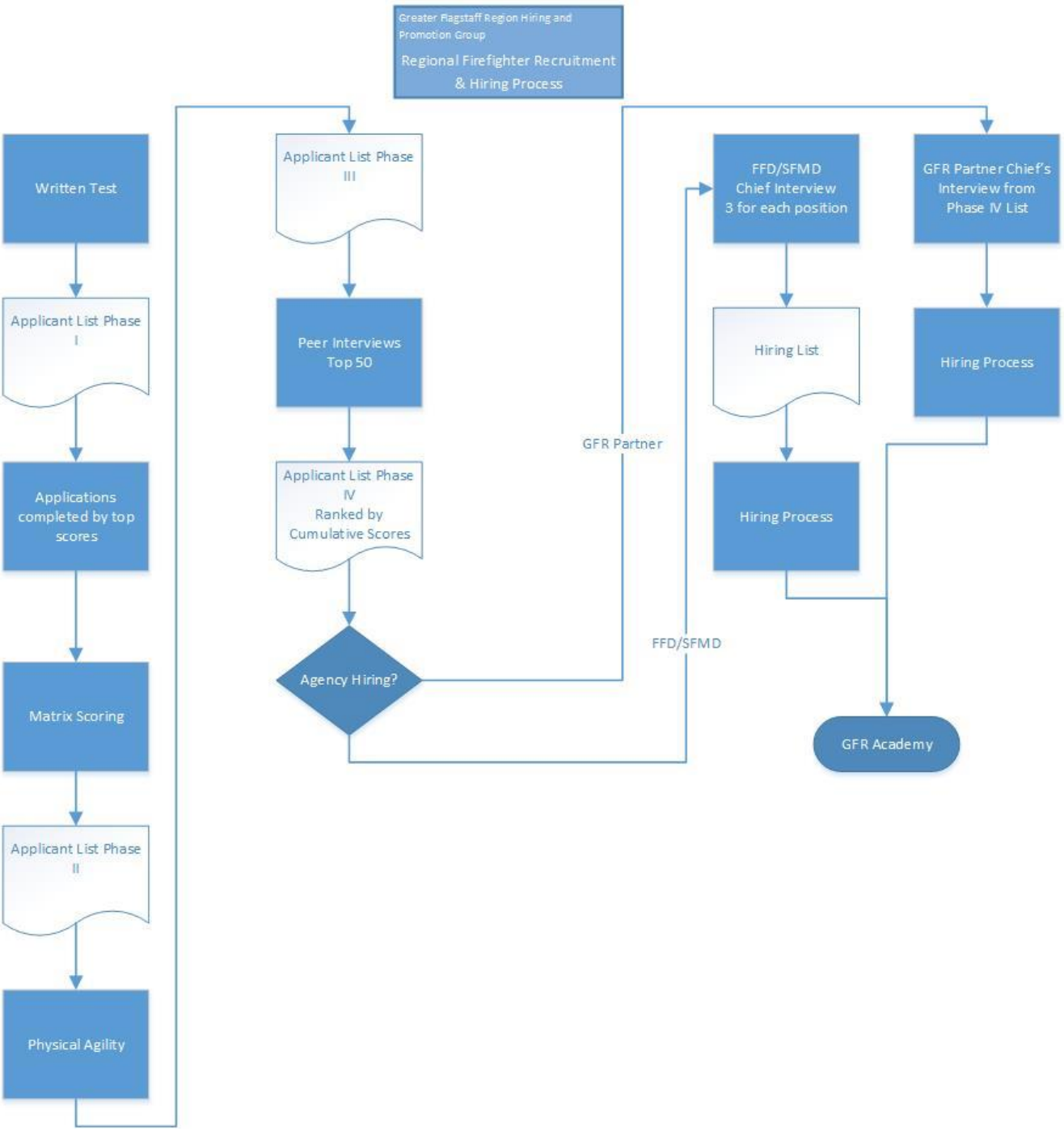
The PARTIES, who have vacant, funded positions to fill, will provide personnel to participate in the assessment of the Employment Application, Matrix, Physical Agility Test, and the Peer Interviews. The personnel from the different PARTIES who participate in the Joint Hiring Process shall be familiar with and shall follow the Greater Flagstaff Region Hiring Group Interview Panel Guidelines in Addendum C, while participating in the Joint Hiring Process.

The Fire Chiefs of those agencies who are participating in that Joint Hiring Process and the City of Flagstaff Human Resources Department shall develop the Matrix to be used during that Joint Hiring Process. The Fire Chiefs of the participating agencies will be provided copies of candidate testing and matrix results. The number of applicants who will move on to the next phase of the Joint Hiring Process will be agreed upon by the PARTIES who are participating in that Joint Hiring Process.

The cumulative scores including the Written Test, Matrix, Physical Agility Test, and Peer Interviews are calculated and ranked. The Ranked List of Candidates will be provided to each PARTY who have vacant, funded position to fill and who are participating in the Joint Hiring Process.

Each PARTY will use the Ranked List of Candidates to separately complete the final step in their agency's hiring process. The PARTIES shall not confer in the final step of the process or share information obtained in the final step of the process but will coordinate the timing of the final step. However, the single Fire Chief for the City of Flagstaff and the Summit Fire and Medial District may jointly conduct the Executive Fire Chief Interview pursuant to the Intergovernmental Agreement for Shared Services between the City of Flagstaff and Summit Fire and Medical District Section 5.4.2 as seen in Addendum B Joint Hiring .

Addendum B


Greater Flagstaff Region Hiring and Promotion Group
Regional Firefighter Recruitment & Hiring Process
Written Test
Applicant List Phase I
Applications completed by top scores
Matrix Scoring
Applicant List Phase II
Physical Agility
Applicant List Phase III
Peer Interviews Top 50
Applicant List Phase IV Ranked by Cumulative Scores
Agency Hiring?
GFR Partner
FFD/SFMD
FFD/SFMD Chief Interview 3 for each position
Hiring List
Hiring Process
GFR Partner Chief's Interview from Phase IV List
Hiring Process
GFR Academy

Addendum C
Greater Flagstaff Region Hiring Group
Interview Panel Guidelines

Position Title: _____
Panel Chair: _____ Date: _____
Introduction:

- ❑ Thank you panel members for agreeing to participate on the panel.
- ❑ The Chair's role will be to introduce the candidates to the panel, start and keep the interviews moving, and explain the next steps in the process.

Recommendations:

- ✓ Treat all candidates the same.
- ✓ Keep the atmosphere relaxed.
- ✓ Practice good listening skills and let the candidate do most of the talking.
- ✓ Let candidate know that you will be taking notes.
- ✓ Discourage rambling by explaining the time limit and the number of questions at the beginning of the interview. It is okay to cut someone off if they are taking too much time on any one question.
- ✓ Avoid commenting on the candidate's responses, for example, "Great Answer".

Panel's Charge:

- ❑ You will provide the hiring supervisor with your recommendation for the most highly qualified candidate(s) for the position. When the panel comes to a consensus on the scoring of candidates, these scores are provided to Human Resources. These scores are given to Human Resources who will use your recommendation, as well as other factors, in finalizing a ranked list for the participating departments.
- ❑ Remember that interviews are considered tests under the EEOC and as such must be job related, administered fairly, and not be discriminatory.
- ❑ Each candidate will be asked the same questions. You may ask follow-up questions to clarify answers, but not to explore new areas or lead the candidate to a particular answer.
- ❑ Document and objectively evaluate each candidate's answer. Notes should provide a record of what the candidate said, how well the question was answered, and the likelihood for success in the position based on the candidate's response. Your notes will be collected at the end of the interview process. Remember not to include any information that isn't job related in your notes as they may be used in any EEOC investigations or in the event of a public record request.
- ❑ Be sure to secure panel materials (i.e. applications, questions, hiring summaries, etc.) if you will be leaving for lunch. Return all materials to Human Resources at the conclusion of the interviews.
- ❑ Interviews should be considered confidential and you should not discuss candidates' performance or the process with anyone other than Human Resources, other panel members, or the hiring authority. Also, remember that if there are any internal candidates that you should not share any information regarding their candidacy with others inside or outside the organization.

Panel's Conduct:

- ❑ The City Of Flagstaff is a Tobacco and Smoke Free Workplace. Tobacco and use of electronic cigarettes are prohibited in all city property including indoor, outdoor work areas, buildings and city vehicles. Tobacco products include cigarettes, e-cigarettes, pipes, cigars, and chewing tobacco, etc. Electronic cigarette is any product containing or delivering nicotine or any other similar substance and includes e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen.
- ❑ The GFR prohibits discrimination and harassment and is an equal employment opportunity employer.
    - Discrimination means to exclude individuals from an opportunity or participation in any activity because of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, sexual orientation, gender identity, veteran status, familial status, care giving responsibilities, and occurs whenever similarly situated individuals of a different group are accorded different and/or unequal treatment in the context of a similar situation.
    - Harassing conduct includes but is not limited to: derogatory comments, offensive words or comments on the basis of any protected status, inappropriate comments on appearance including dress or physical features, sexual rumors, code words, or stories.
    - The GFR ensures equal employment opportunity employment to all qualified persons based solely upon an individual's ability to perform the essential functions of the job without discrimination or harassment.
- ❑ The GFR does not discriminate against qualified individuals in hiring or employment practices. Applicants may be asked about their ability to perform specific job functions. The GFR shall make reasonable accommodations for the known physical or mental limitations of a qualified applicant upon request.

Acknowledgement:

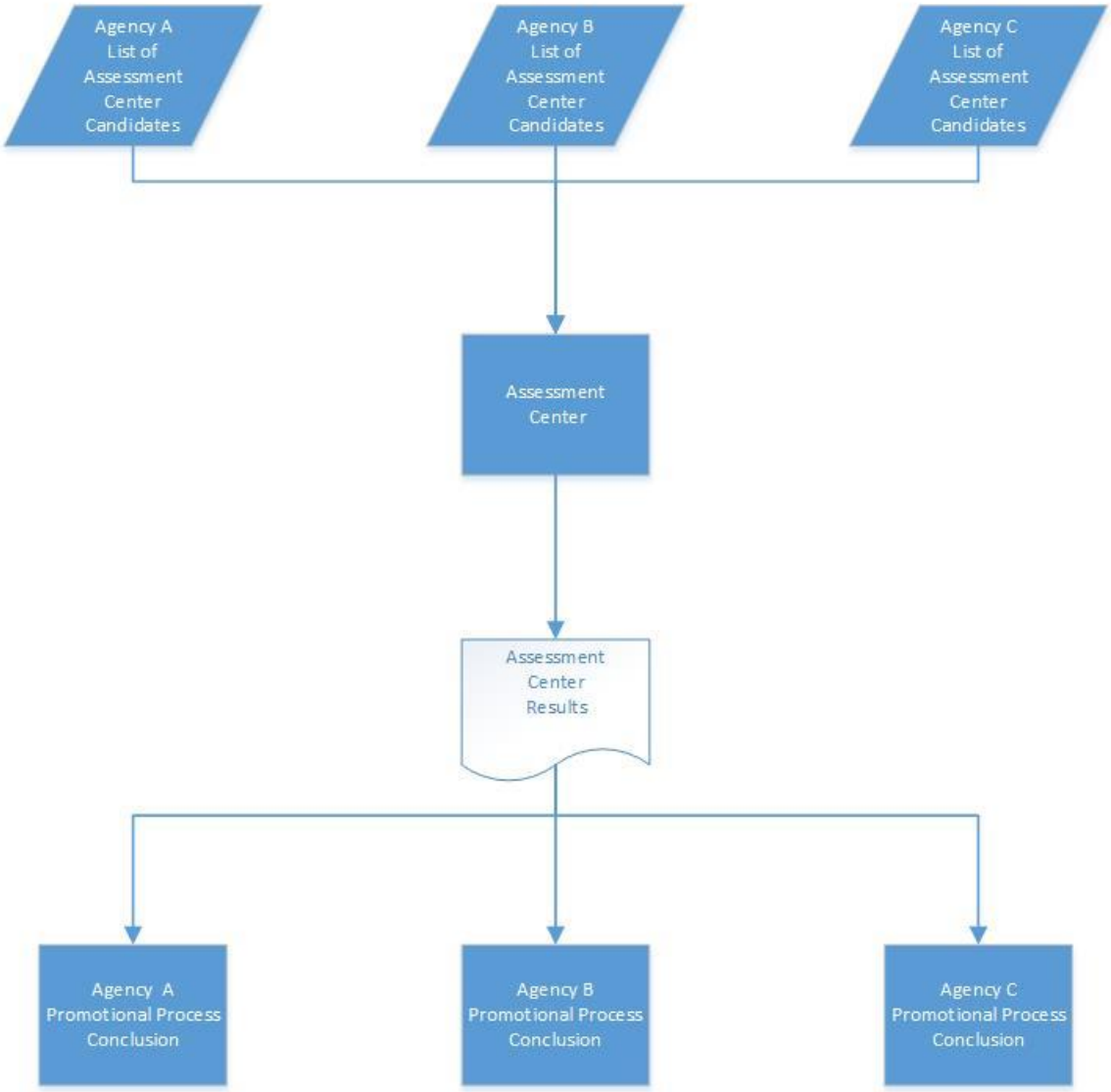
X_____	**X**_____	**X**_____
X_____	**X**_____	**X**_____
X_____	**X**_____	**X**_____
X_____	**X**_____	**X**_____

Addendum D
Joint Promotional Process

The PARTIES, who have a promotional vacancy to fill, may participate in the following steps of the Joint Promotional Process:

1. Each PARTY will post their own vacancy announcement setting their own minimum qualifications for the vacant position.
2. Each PARTY will conduct their own evaluation of the applicants in the manner they choose.
3. Each PARTY will participate in a combined Assessment Center, designating agency representatives to plan and implement the Assessment Center for the qualified candidates.
4. Each Party will take the results of the assessment center evaluation and independently choose the candidate for the promotional vacancy.

Addendum E


Agency A List of Assessment Center Candidates
Agency B List of Assessment Center Candidates
Agency C List of Assessment Center Candidates
Assessment Center
Assessment Center Results
Agency A Promotional Process Conclusion
Agency B Promotional Process Conclusion
Agency C Promotional Process Conclusion

RESOLUTION NO. 2019-54

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUMMIT FIRE AND MEDICAL DISTRICT, THE HIGHLANDS FIRE DISTRICT AND THE CITY OF FLAGSTAFF FOR JOINT HIRING AND PROMOTIONAL PROCESSES.

RECITALS:

WHEREAS, the Highlands Fire District, the Summit Fire and Medical District and City of Flagstaff desire to enter into an intergovernmental agreement for joint hiring and promotional processes;

WHEREAS, the PARTIES desire to enter into this Agreement for a Joint Hiring and Promotion Processes; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, the PARTIES participate in the "Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Intergovernmental Agreement," an IGA intended to maximize interagency cooperation to include training; and

WHEREAS, the PARTIES of this agreement make up the Greater Flagstaff Region Hiring and Promotion Group (GFR Hiring and Promotion Group) comprised of the Fire Chiefs of the Departments participating; and

WHEREAS, the PARTIES concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources; and

WHEREAS, the PARTIES recognize that a Joint Hiring and Promotion Process will assist the PARTIES in recruiting, selecting, and promoting the most qualified candidates.

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 Highlands Fire District, the Summit Fire and Medical District and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties ("Effective Date").

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 19th day of November, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

Fire Joint Hiring Agreement

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

History

Joint Hiring & Promotional Process IGA

- Original Joint Hiring IGA began in 2019
  - Flagstaff Fire Department, Summit Fire and Medical District, Highlands Fire District
- 80 regional Firefighters hired since 2019
- Flagstaff Fire Department oversees the Greater Flagstaff Region Academy at the Fire Training Facility
- Adding Pinewood Fire District and Airport Rescue Firefighting

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Millis, Development Engineer

Co-Submitter: Robert Thompson

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-52 and Ordinance No. 2025-20: 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 and entitled "2025 Amendments To Flagstaff City Code, Title 13, Engineering Design Standards And Specifications For New Infrastructure" and an Ordinance of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 13, Engineering Design Standards And Specifications For New Infrastructure.

STAFF RECOMMENDED ACTION:

At the October 7, 2025, Council Meeting:

1. Read Resolution No. 2025-52 by title only
2. City Clerk reads Resolution No. 2025-52 by title only (if approved above)
3. Read Ordinance No. 2025-20 by title only for the first time
4. City Clerk reads Ordinance No. 2025-20 by title only (if approved above)

At the October 21, 2025, Council Meeting:

1. Adopt Resolution No. 2025-52
2. Read Ordinance No. 2025-20 by title only for the final time
3. City Clerk reads Ordinance No. 2025-20 by title only (if approved above)
4. Adopt Ordinance No. 2025-20

Executive Summary:

The intent of the Engineering Standards and Specifications is to provide minimum acceptable design and construction practices for new public infrastructure in the City of Flagstaff. The last update to these standards in 2024 consisted of a broad set of technical updates and improvements. This amendment adds standard specifications and details allowing for the installation of fiberoptic communications infrastructure via micro-trenching within City roadways by authorized franchisees and licensees as well as contractors placing city-owned fiber infrastructure. The micro-trenching method of installation can be faster and more cost-effective than existing approved methods of underground installation such as open trenching or boring. Micro-trenching is accomplished by cutting a narrow slot trench along one or both sides of local and collector roadways typically at the joint between the concrete curb and asphalt pavement. City staff consulted with other cities where micro-trenching has already been adopted, conducted a pilot project to evaluate the draft standards and the impacts of the installation method on existing infrastructure and the community and revised the draft standards based on the experience and observations during the pilot project. The proposed standards have been developed to mitigate the impact to existing roadways while allowing for a new installation technology in support of expanding availability of high-speed internet to the public.

Financial Impact:

The installation of fiber communications infrastructure is most commonly completed by utility providers rather than the City of Flagstaff. City revenue may increase in the event that the adoption of these standards results in the expansion of fiber networks and associated ongoing fees paid by providers to the City in accordance with franchise or license agreements. These standards do not address fees, only construction methods. There may be future projects where City-owned fiber could be installed utilizing this technique and the financial impact would be expected to result in lower costs than currently-approved underground methods. We anticipate that the City of Flagstaff Development Engineering inspections and project management workload will significantly increase with

the adoption of this amendment and will likely necessitate one additional inspector and one additional project manager to appropriately manage and inspect the anticipated widespread roll-out of new fiber network infrastructure. City of Flagstaff Water Services utility locate staff workload will also significantly increase during the construction phase as the adoption of these standards are anticipated to precipitate the roll-out of additional fiber networks across much of the city.

Policy Impact:
Supports policy ED.3.9 - Develop infrastructure so that the community has access to high-speed internet and telecommunications.

Previous Council Decision or Community Discussion:
There have been no previous Council decisions on the adoption of micro-trenching standards.

Options and Alternatives to Recommended Action:
1. Approve the suggested code amendments.
2. Provide alternative direction to modify the suggested code amendments.
3. Do not approve the suggested code amendments.

Background and History:
Broadband infrastructure within City of Flagstaff right-of-way is currently placed underground via either open trenching or directional boring. Existing standards require directional boring to the greatest extent feasible to limit the impact to pavement resulting from asphalt cuts. Pole-mounted overhead infrastructure is also utilized where existing overhead facilities are available. City Code no longer allows for the placement of new poles or overhead alignments except in certain limited circumstances. The technology of micro-trenching has developed since the mid 2000's as service providers and industry worked to develop technologies that would allow for more rapid and cost-effective deployment of new fiberoptic networks. Some variants of this approach involved very shallow cuts within only the asphalt pavement itself followed by the placement of various methods of patch. There are documented failures of a shallow in-pavement approach, and it should be emphasized that these standards do not allow for in-pavement placement of fiber. These standards propose a narrow trench approximately 2 " wide, 16" deep and typically located at the joint between the lip of the concrete curb and gutter pan and the asphalt concrete. This approach has seen wider adoption in recent years and, particularly post-pandemic, as the demand for high-speed data for the home has increased. The state of California, for example in 2021 passed Senate Bill 378 which requires all municipalities within the state to develop standards which allow for fiber optic installations via micro-trenching.

Many municipalities within Arizona have adopted standards similar to those presented here. The City of Mesa, in particular, has lead the adoption of micro-trenching standards within Arizona. The standards proposed, as well as many other micro-trenching standards within Arizona, have utilized the standards that Mesa compiled as a baseline for the standards being adopted in other jurisdictions. The Maricopa Association of Governments (MAG) publishes a set of standard specifications and details which Flagstaff and most other Arizona municipalities have adopted those standards subject to local amendments. Although MAG has not yet published a set of micro-trenching standards, they are actively evaluating the technology and recently published a report titled "Microtrenching Best Practices", a summary of which is attached. This report was published after the preparation of the draft standards utilized in the City of Flagstaff pilot project. The full report can be downloaded at the following web address: https://azmag.gov/Programs/Transportation/Regional-and-Subregional-Studies/Microtrenching-Best-Practices

In the absence of a consensus set of standard specifications and details, City Engineering staff utilized the information and documents provided by Mesa and other municipalities to create these proposed standards. Earlier this year, the draft standards were then utilized as the baseline of a pilot project conducted by Wecom Fiber under an existing license agreement to evaluate this new technology prior to this proposal for formal adoption in code. These proposed standards include modifications made to the previous draft standards based on the experiences and lessons learned during the pilot project. Following are some of the highlights of staff's findings and observations from the pilot project:

- Micro-trenching averages 1,000 feet per day per trencher which is significantly faster than other underground methods of installation
- Micro-trenching results in a shorter duration of disruption to residents living along the path
- Where micro-trenches are placed at the curb-to-asphalt joint, staff assessed that the detrimental impact to

the road structure is limited. The mastic overband does, however, affect the aesthetics.

- Locations where the micro-trench was realigned to locations other than the curb joint to avoid existing infrastructure and across intersections result in more significant impact to pavement at these locations as a new joint which did not previously exist is created. These standards prohibit the installation of micro-trench that is both within and parallel to bike lanes except at the curb joint.
- Vaults and boxes mounted flush to the surface grade were utilized for the splicing and connection of fiber to the residences along the pilot project path. The pilot project licensee chose to utilize flush boxes. Other providers may utilize above-grade pedestals similar to the existing telephone and cable pedestals seen throughout the city. Locating the larger boxes in locations which both remain in right-of-way and avoid existing sidewalks or other improvements proved to be challenging. Where no other options were available, the flush-mounting of boxes within sidewalk was approved.
- The most frequent citizen concern was related to the placement of the vaults and boxes within the area of the right-of-way behind curb or sidewalk. Often residents and property owners are not familiar with the location of the property line separating the private property from right-of-way at the lot frontage and have improved this area of the right-of-way and have concerns about the rights of the provider to place facilities at these locations as well as the responsibility for the restoration of landscaping, driveways and frontage upon completion.
- Other citizen concerns related to the general disruption to the surrounding property during the installation process. Staff assess that due to the speed and narrow affected area of the micro-trenching process, these concerns would likely be greater with other available underground installation methods.

Staff provided these proposed standards for comment to other telecommunications, cable and fiber licensees and franchisees as well as posting for general public comment. All comments received are in the attachments.

Connection to PBB Priorities and Objectives:
Safe and Healthy Community - Ensure the built environment is safe through the use of consistent standards as well as best practices for building and land use.
Robust and Resilient Economy - Support and strengthen a robust, diverse, and sustainable economy.

Connection to Regional Plan:
Business Retention, Expansion and Entrepreneurship - ED.3.9 Develop infrastructure so that the community has access to high speed internet and telecommunications.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments:
Res. 2025-52
Attachment A Title 13 Changes
Ord. 2025-20
Presentation
Public Comments
MAG Summary of Best Practices

RESOLUTION NO. 2025-52

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "2025 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE"

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; and

WHEREAS, the City Council of the City of Flagstaff ("City") wish to declare the document entitled *"*2025 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure*"* to be a public record and to permit its adoption by reference into the City Code; and

WHEREAS, the Flagstaff City Code, Title 13, *Engineering Design Standards and Specifications for New Infrastructure*, contains engineering and design standards and specifications setting forth minimum acceptable design and construction practices, and these standards and specifications are periodically amended to reflect new and best practices, changes to other codes that are incorporated by reference within these standards, clerical corrections, legal considerations and input from the community; and

WHEREAS, the Engineering and Capital Improvements Division in consultation with other Divisions has evaluated the construction methodology commonly known as micro-trenching for the installation of underground fiber-optic cabling within public streets and found that the method provides for more rapid deployment of new fiber-optic facilities with manageable impacts to public roadways and infrastructure.

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 *"*2025 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure*"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy, maintained in compliance with A.R.S. § 44-7041, shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of October, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. 2025 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

2025 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Amendment for Adoption Engineering Design Standards

Provisions that are being added are shown in bold red text except for the new standard detail exhibit.

SECTION 1. Add Title 13 Engineering Design Standards, Chapter 13-04: Easements and Rights-of-Way, Division 13-04-003: Work in Public Rights-of-Way and Easements, Section 13-04-003-0003, to read as follows:

Division 13-04-003
Work in Public Rights-of-Way and Easements

Sections:

13-04-003-0001 Permit Requirements

13-04-003-0002 Project Clean-up Requirement

13-04-003-0003 Approved Products List (APL) & Product Pre-approval Process

13-04-003-0003: Approved Products List (APL) & Product Pre-approval Process

Only products on the APL are acceptable for use in accordance with City of Flagstaff Engineering Design Standards and Specifications for New Infrastructure (Engineering Standards). Permittees may submit equipment, material, and processes that are not expressly approved in the micro-trenching standard or APL for City consideration. All products proposed for APL approval must demonstrate suitability for the design conditions of Flagstaff including expected weather conditions during and after installation. Permittees may submit a cover letter, manufacturer's specifications, installation guidelines, test results and other pertinent information for proposed equipment, materials, and processes related to micro-trenching for City review in accordance with the City of Flagstaff Engineering Materials Approval and APL Guidelines. The cover letter and supporting documentation will be reviewed by the City to determine if the proposed products meet applicable standards. The completed submittal shall be sent to Development Engineering for review. Once the City's review is complete, the Permittee will be notified in writing regarding the results of the evaluation. The Permittee may withdraw products from the evaluation process at any time by submitting a written request to Development Engineering. As part of the product review, the City may require the submission of additional information or consider the installation of certain products on a trial basis. Refusal by the Permittee to comply with City review requirements will result in the rejection of the product. Once approved, the products will be added to the APL and the City will provide the applicant with a copy of the submission that has a City approval stamp. Only products with the City approval stamp shall be valid.

2025 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

SECTION 2. Add Division 13-09-008: Micro-Trenching to Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, to read as follows:

CHAPTER 13-09
WATER, SEWER, AND OTHER UNDERGROUND UTILITIES

Divisions:

13-09-001 Underground Utilities

13-09-002 Sewer System Design

13-09-003 Water System Design

13-09-004 City Participation In Utility Extensions

13-09-005 Reimbursement Agreement

13-09-006 Sewer and Water Line Materials

13-09-007 Reclaimed Wastewater System Design

13-09-008 Micro-Trenching

13-09-008: Micro-Trenching

Sections:

13-09-008-0001 Micro-Trench Fiber Optic Cable Installation

13-09-008-0002 Planning

13-09-008-0003 Ground Equipment (cabinets, meters, and misc. equipment)

13-09-008-0004 Construction

13-09-008-0005 Pavement Matching Modifications

13-09-008-0006 Citywide Maintenance Program

13-09-008-0007 Relocations

13-09-008-0008 Alternatives

13-09-008-0009 Citizen Complaint Resolution

13-09-008-0001 Micro-Trench Fiber-Optic Cable Installation

Micro-trenching is a construction technique used for placing micro-conduits and fiber-optic cables. Micro-trenching may be permitted for the installation of fiber-optic cables in small-diameter conduit or micro-duct pathways by a franchise utility or licensee authorized to place telecommunication, video, broadband or similar facilities within City of Flagstaff Right-of-Way or by a contractor or provider authorized to install fiber infrastructure serving public facilities within the City of Flagstaff. These pathways aim to provide broadband internet or communication services to residential neighborhoods, commercial buildings and public facilities throughout the area. Micro-trenching methods (where authorized) must adhere to these standards and may not be permitted within all roadways due to site-specific constraints such as conflicting existing facilities or locations where micro-trenching is otherwise not authorized. A valid Permit is required for the installation of fiber optic facilities within right-of-way or public utility easements. For the purposes of this Division, "Permittee" shall refer to the fiber provider and their authorized contractor(s) named on a valid permit authorizing the installation of fiber optic facilities within City of Flagstaff rights-of-way or public utility easements.

13-09-008-0002 Planning

A. Concept plan submittal shall be prepared in accordance with 13-09-001-0001.B.The City may limit the areas of simultaneous construction in order to minimize conflicts with other projects, maintain acceptable levels of traffic service and to ensure the availability of inspection and project management staff to adequately monitor and manage the project. Per MAG Section 107.11, Permittees shall not commence construction until all arrangements are made for the protection of others' facilities and property if necessary. The Permittee shall coordinate with other projects (private development, private utilities, City projects, etc.) to avoid construction conflicts, minimize impacts to traffic, and otherwise ensure the integrity of the rights-of-way. The Permittee shall submit plans to the private utilities and pay for any required design services and approvals, if applicable to the project. Private utility companies will need time to design new services, evaluate clearance requirements, and identify possible conflicts with the proposed work.

B. Micro-Trenching is authorized in local roads and minor collectors. Micro-trenching is not authorized in major collectors or arterials. Micro-trenching in any roadway paved or overlaid within a period of 5 years prior to the permit application date must demonstrate that other pathways or methods are not available for the fiber installation which would result in a lower impact to public infrastructure.

C. Each permit shall be one contiguous area, and shall encompass an area no more than 100 acres as measured using bounding streets and/or subdivision boundaries. Each permit shall involve installation of no more than 30,000 feet of micro-trench, trench, directional bore, aerial lashing, or a combination thereof. The City Engineer may require the Permittee to divide large projects into multiple smaller permits based on the complexity or anticipated community impact of a given permit.

D. During the preliminary planning stages of larger network rollouts, the Permittee shall provide broad maps of proposed permit areas prior to submittal of individual permit applications. The City will provide guidance on permit requirements for the proposed area.

E. Where Permittee proposes micro-trenching in a street in which no other micro-trench has been installed, Permittee shall plan and place all micro-trench in the preferred location at the lip of curb as indicated on standard details reserving the secondary offset micro-trench location for future fiber providers who may utilize the secondary location when the preferred location is previously-occupied. Where more than two providers proposed micro-trenching in a given street the City Engineer may require installation by methods other than micro-trenching unless a modification to the Engineering Standards is approved.

F. Permittees undertaking projects involving the installation of 1000 feet or more of micro-trench, trench, directional bore, or a combination thereof, shall adhere to the following procedure:

1. Permitting: Permittees will be allowed a maximum of 5 active permits at any given time. Permits in review and finalized permits shall not count against this limit. Permits of less than 1000 feet of micro-trench, trench, directional bore, aerial lashing, or a combination thereof may be exempt from this limit where the additional impact to the public is demonstrated to be minimal.

2. Permit Holds: City staff will continue to review permit applications, regardless of the number of active permits issued to the Permittee. If the Permittee has 5 active permits, applications that are ready for approval will be placed on hold until an active permit has been finalized by the City Inspector.

3. Preconstruction Meeting: If the Permittee has 4 or fewer active permits and has an approved permit application that is on hold, the Permittee may request a preconstruction meeting for that permit. At the preconstruction meeting, the Permittee shall provide a construction schedule that includes, at a minimum, contractor and subcontractor contact information, proposed start and end dates, and proposed phasing and milestone dates. The Permittee will also provide construction logistics information, including where vehicles, equipment, and materials will be staged.

4. Final Inspection: Upon completion of work under a permit, Permittee must promptly schedule and conduct a final inspection walk-through with the City Inspector. During this inspection, the Permittee must demonstrate that all restoration work, including but not limited to landscaping, irrigation systems, concrete, pavement, and any related infrastructure, is completed in accordance with all applicable standards. Any public complaints related to the work under the permit must be addressed prior to permit closeout. Permit closeout final inspection walk-through will include data deliverables and previous punch list items.

5. The Contractor is required to maintain continuous work during construction. Construction should proceed day by day, with sufficient equipment and workforce to ensure the project progresses effectively, maintaining public ways in satisfactory condition. Failure to adhere to the restoration timelines outlined in this section or neglecting to implement underground damage prevention methods will result in a reduction in maximum allowed active permits. The City may withdraw authorization for micro-trench installations after written notification with opportunity to cure where continuing failure to adhere to restoration timeline occurs.

6. Permittee may request approval of additional concurrent permits by the City Engineer where the Permittee demonstrates that adverse public impacts will not result.

13-09-008-0003 Ground Equipment (cabinets, meters, and misc. equipment)

The following guidelines govern the placement of equipment in public highways:

A. Equipment shall be designed and installed to:

1. Minimize the visual impact on the public;

2. Blend with the visual context and character of the rights-of-way, surrounding neighborhood, and development; and

3. Adhere to the highest standards of visual and functional quality. Equipment colors shall generally be earth tones and shall be indicated in the APL.

B. Equipment shall be flush or low-profile and pad-mounted unless City approval states otherwise.

C. Equipment shall be positioned two feet away from sidewalks, ramps, and walkways and located behind sidewalk unless other locations are approved in writing by the City Engineer. The width of the existing travel route shall not be reduced. Vaults, hand holes, junction boxes and similar facilities shall

not be placed in pavement, sidewalk, driveways or similar hardscape unless during plan review the Permittee demonstrates that there are no other viable locations to place such facilities behind sidewalk or in parkways. In all circumstances the Permittee shall be responsible to ensure compliance with PROWAG, ADA and other applicable standards in accordance with 13-09-008-0006.

D. Equipment location should be inconspicuous. Equipment proposed in front of windows, doors, etc., requires alternative placement. Equipment should be positioned as close as possible to existing structures and property lines.

E. Equipment shall be placed in a manner that does not hinder the sight visibility triangle or clear view zone requirements outlined in Section13-10-006-0002 of these Engineering Standards; plans must show the sight triangle, including calculations where any equipment is proposed that is more than 36" higher than the adjacent roadway pavement surface elevation.

F. Equipment should maintain a minimum clearance of 50 feet from business and monument signs (or similar structures), based on equipment height, to prevent view obstructions.

G. Equipment cabinets with air-conditioning or fans (used intermittently or continuously) should be screened and set back at least twenty (20) feet from livable and residential property lines. Noise emitted should not exceed the ambient noise level of the surrounding rights-of-way, which can be confirmed with a noise analysis. For instance, such equipment should be as quiet or quieter than a typical, well-maintained residential air conditioning unit, or equivalent to 20 decibels, akin to whispering from five feet away.

H. Equipment that could generate audible noise beyond the property line must be enclosed or equipped with noise attenuation devices.

I. Shelters or shade structures will not be permitted in the rights-of-way or easements.

J. Three (3) photographs of the proposed equipment site are required, showing different viewpoints. (Google Earth or similar snapshots do not meet this requirement due to outdated imagery.) Provide one (1) photograph at a 90-degree angle and the other two at 45-degree angles on either side of the proposed location.

K. Photographs must clearly identify the location of all proposed structures. Mark the location using white paint, an orange traffic cone, or a similar method.

13-09-008-0004 Construction

A. The Permittee shall follow City of Flagstaff Standard Detail 9-08-004 for micro-trenching construction.

B. The Permittee shall visually inspect the condition of all locations proposed for micro-trenching construction methods to ensure that the adjacent curb and pavement are structurally sound without significant cracking, deflection or failures that would negatively affect the micro-trenching installation. It shall be the responsibility of the Permittee to replace any such existing infrastructure in order to prepare the location for micro-trenching or shall select a different installation method. The trench path may not be varied from those typical locations indicated in the standard details in order to avoid any areas of unsuitable curb or pavement.

C. All work performed under this standard shall be completed in compliance with the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Association of Governments ("MAG") as amended, City amendments to MAG, Engineering Standards and the APL.

D. The Permittee shall retain an independent testing company, approved by City at its reasonable discretion, to test all materials used for restoring the rights-of-way. The testing company and materials

testing methods are subject to, and shall be done in accordance with MAG standards, City amendments to MAG. Material testing does not apply to materials that will be owned by Permittee.

E. The Permittee shall comply with MAG Standard 105.5 regarding a competent superintendent. The superintendent shall be authorized to receive and fulfill instructions from the City Inspector related to the requirements set forth in this section. No less than fourteen days prior to the scheduled/planned construction, the Permittee or contractor shall submit to the City Inspector the name and contact information of the superintendent.

F. Permittee shall prepare and distribute construction door hangers to each residential and commercial property prior to requesting AZ811 locates.

G. Ground-penetrating radar may be used as a secondary method of identifying existing utilities but will not replace the requirements, as set forth in A.R.S. § 40-360 et seq, to expose and uncover existing utilities in a careful and prudent manner. The Permittee shall cross-check the record drawings and plans with field locate marks to determine discrepancies before micro-trenching. The Permittee shall immediately notify the City inspector if existing utilities are damaged or unknown utilities are encountered. Subject to and in accordance with Arizona Revised Statutes §§ 40-360.21 et seq., if Permittee damages, disturbs, or alters the surface or subsurface of any Public Highway or adjoining public property, any public improvement, landscaping, or property of third parties, then the Permittee shall promptly, at its own expense, and in a manner reasonably acceptable to the City, repair and restore the damage or disturbance to a condition substantially comparable to its prior state.

H. Throughout the entire duration of the License Agreement, it is the responsibility of the Permittee to promptly safeguard and address any subsidence issues that are identified to have been caused by or resulting from the Permittee's construction activities. Vertical measurement is taken from the adjacent road surface, in accordance with MAG Section 336.2.4.1. It is the responsibility of the Permittee to identify any subsidence problems. Failure to initiate repair work in a timely manner could result in the City performing the repairs, with costs borne by the Permittee.

I. The contractor shall comply with MAG Specification 107.6.1.2 regarding Public Convenience and Safety.

J. It is the responsibility of the contractor to ensure the conduits do not shift horizontally or float vertically in the trench during CLSM application. Spot pour CLSM or use conduit restraints may be required due to shallow depth. Conduit restraints shall be placed at a maximum distance of 10 feet apart along the alignment to prevent the conduit from rising from the bottom of the micro-trench. No metal shall be placed in the trench to restrain conduit.

13-09-008-0005 Pavement Matching Modifications

A. The slurry seal coat, as required by MAG Specification 336 or chip seal fee in City of Flagstaff Municipal Code 13-10-009-0001, will not be assessed for the micro-trench path, 10-inch diameter or smaller core for junction with service lateral, and 10-inch diameter or smaller potholes that reside in the micro-trench path. The chip seal coat fee applied during the permit process will not be assessed due to the asphaltic sealant material, also known as the overband seal, placed over the entire top of the micro-trench, lateral service, and core holes. The overband seal must meet MAG Specification 337 to be exempt from MAG Specification 336.2.2 and the chip seal fee.

B. Potholes, bore pits, receiving pits, and excavations that adhere to MAG Specification 336 will incur the chip seal fee. This fee encompasses junctions with service laterals and pothole patches, exceeding 10-inch diameter.

C. All license holders electing to utilize micro-trenching within City of Flagstaff roadways will be responsible to warrant, maintain and repair micro-trench and mastic overband installations for the duration of the license and any renewals until such time that any roadway receives a mill and overlay or full depth replacement after the completion of the micro-trench installation.

13-09-008-0006 Citywide Maintenance Program

A. The City has a substantial governmental interest in ensuring that existing facilities do not cause harm to its citizens and public or private property. The safety of the general public and the ability of the City to provide City services is a priority. To that end, Permittee agrees to the following:

1. Maintain backfill and/or overband seal from subsidence in the pavement of ¼ inch or more, vertically measured from the adjacent road surface per MAG Section 336.2.4.1.

2. Maintain overband seal from deterioration, damage or failure due to ordinary use of the roadway including snow removal operations.

3. Protect curb and gutter, sidewalk, concrete structures, etc. from any damage, disturbance, or alteration caused or as a result of construction by the Permittee or their contractors.

4. Follow all the requirements of the permit when addressing temporary cables.

5. The Permittee will annually inspect facilities to determine compliance with the License Agreement and this Section. Permittee shall submit an annual inspection report and location exhibits identifying the maintenance activities within the City to the City Engineer without City prompting for report. If the Permittee determines that it must provide proprietary information in order to respond to the City's request for documentation and inspection, then it shall designate such documents as proprietary or confidential prior to its submittal to the City.

B. Upon receiving notice from the City about facilities failing to meet the requirements of this Division, the Permittee will address those conditions within a reasonable time following such notice. The Permittee shall reimburse the City for all documented costs incurred as a result of non-compliant conditions not cured after a reasonable time following notice. However, if non-compliant conditions damage the rights-of-way, damage City property, disrupted City services, or require the dispatch of emergency personnel, the Permittee shall reimburse the City for all documented costs incurred as a result. This includes but is not limited to: inspection fees identified on the City's Schedule of Fees, police and fire services, idled solid waste equipment, and repair of damage to the City's real and personal property.

13-09-008-0007 Relocations

If the Permittee is required to relocate its communications network facilities due to the construction of a public improvement, the City shall provide the Permittee with a minimum of sixty (60) calendar days' notice before any required action of the Permittee to relocate affected portions of the communications network. The City shall cooperate with Permittees to identify replacement and alternative public highways for the relocation of affected portions of the communications network. Promptly after receiving notice from the City, the City and the Permittee shall cooperate to agree on a removal schedule and alternative public highways for the relocation of the affected portions of the communications network.

13-09-008-0008 Alternatives

A. In accordance with 13-06-002 of the Engineering Standards, the City Engineer may, in their sole and absolute discretion, approve alternatives to the requirements and specifications contained herein based upon a specific finding that the proposed alternative:

1. Will provide an equivalent level of service for the health, safety, and welfare of the general public;

2. Adequately protects public and private property;

3. Would not reasonably increase the City's future maintenance or replacement costs; and

4. Is not otherwise contrary to the public interest.

13-09-008-0009 Citizen Complaint Resolution

A. The Permittee shall respond to all customer/citizen calls or complaints resulting directly or indirectly from this project within one business day of receipt and shall provide the City notice of any customer/citizen calls or complaints that cannot be resolved within 3 business days. The required door hangar shall provide contractor and Permittee contact information where citizens may contact for information and complaints. Failure to resolve citizen complaints in a timely manner will result in a reduction of the number of allowed active permits, or loss of authorization for micro-trench installation, as described in 13-09-008-0002.D.5.

B. The contractor shall comply with MAG Standard 107.9 regarding protection and restoration of property and landscape.

SECTION 3. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings; City of Flagstaff, to add Section 9-08-004: Micro-Trenching below:

CHAPTER 13-23

STANDARD DRAWINGS; CITY OF FLAGSTAFF

Sections:

3-02-070 Installation of Survey Monument

8-06-010 Standard Valley Gutter

9-01-010 Underground Utilities in Streets Typical Location and Trench Detail

9-01-011 Service Location

9-01-020 Tracer Wire

9-01-030 Trenching and Backfill (Existing Paved Street)

9-01-031 Trenching and Backfill (New Paved Street)

9-01-032 Trenching and Backfill (Unpaved Easement or Street)

9-01-033 Trenching and Backfill (Existing Paved Parking Lot)

9-02-080 Deep Sewer Service

9-02-092 Manhole Base Geometry

9-03-053 End-of-Line Temporary Blow-Off

9-03-054 End-of-Line Permanent Blow-Off

9-03-055 In-Line Blow-Off on Water Line 12" and Smaller

9-03-056 In-Line Blow-Off on Water Line Larger than 12"

9-03-060 Valve Box Adjustment

9-03-061 Valve Extension Stem

9-03-062 Ring, Frame or Cover Installation

9-03-070 Water Service Connection 3/4" and 1"

9-03-071 Water Service Connection 1-1/2" and 2"

9-03-080 Polymer Water Meter Box

9-03-080A Traffic Rated Water Meter Box

9-03-081 Multiple Meter Manifolds

9-03-082 Compound Meter 3", 4", 6"

9-03-083 Fire Service Meter 6", 8", 10"

9-03-100 Combination Air Release Valve 2"

9-03-101 Air Release Valve 1"

9-03-102 ARV Location and Standpipe Positioning

9-06-010 Water/Sewer Line Casing

9-06-030 Non-Shrink Slurry Backfill

9-06-071 Double Check Valve Assembly Installation

9-06-072 Reduced Pressure Assembly (RPA) Installation

9-06-073 Pressure Vacuum Breaker Assembly (PVBA) Installation

9-06-074 Air Gap Backflow Protection for Water Tanks

9-06-075 Fire Hydrant Meter Backflow Protection

9-08-004 Micro-Trenching

10-04-010 Urban Cul-de-sac

10-04-011 Rural Cul-de-sac

10-06-011 Standard Delineator

10-06-012 Stop Ramp Parameters

10-06-013 Detector Loops for Traffic Counters

10-06-014 Median with 90' or 60' Taper

10-06-015 Median Nose Signs

10-09-010 Pavement Structural Section for Streets and Off-Street Parking Lots

10-09-011 Structural Section for Private Driveways and Parking Areas

10-09-032 Arterial (Major or Minor)

10-09-034 Major Collector

10-09-035 Minor Collector

10-09-036 Commercial Local

10-09-037 Residential Local "Wide"

10-09-038 Residential Local

10-09-040 Major Arterial "Commercial Center"

10-09-041 Minor Arterial "Commercial Center"

10-09-042 Major Collector "Commercial Center"

10-09-043 Minor Collector "Commercial Center"

10-09-044 Commercial Local "Commercial Center"

10-09-045 Rural Arterial

10-09-046 Rural Collector

10-09-047 Rural Local

10-09-048 Rural Local "Narrow"

10-09-049 Shoulder Section

10-09-050 Residential Alley Cross-Section

10-10-010 Parking, Driveway and Aisle Slope Parameters

10-10-019 Bus Pullout

10-10-020 Right Turn Lane for Urban Driveway

10-10-031 Paved Turnouts

10-10-034 Sidewalk Ramp Detail (15' Radius Curb Return)

10-10-035 Bicycle Exit/Entrance Ramp

10-10-038 Apron Joints

10-10-040 Driveway Entrance – Retrofit

10-10-041 Return Type Driveways with Attached Sidewalk

10-10-042 Pavement Edge Tapers for Isolated Street Widenings

10-10-043 Detectable Warning Strip

12-05-010 Streetlight Installation Details

13-03-011 Fire Hydrant Assembly

13-03-012 Fire Hydrant Protection Post in Paved or Concrete Surface

13-03-013 Shoulder Widening at Fire Hydrants for Uncurbed Roads

13-03-014 Removable Bollard

13-03-015 Collapsible Bollard: Base

14-02-001 Flagstaff Urban Trails System: Paved Trail

14-02-002 Flagstaff Urban Trails System: Aggregate Trail

14-02-005 Flagstaff Urban Trails System: Expansion and Contraction Joints

14-02-010 Flagstaff Urban Trails System: Fencing

16-01-240 Concrete Paving Stone or Brick Sidewalk

16-01-241 Concrete Paving Stone or Brick Driveway

16-02-010 Traffic Signal Pole Design Requirements

16-03-010 COF No. 9 Pull Box

16-04-010 Typical Layout of Pedestrian CRFB

16-05-010 Street Name Signs

16-05-020 Traffic Signal Street Name Signs

16-05-030 Sign Post Detail

16-05-040 Street Name Sign Install Detail

16-06-010 Intersection Striping

18-03-050 Landscape Details

18-04-050 Conifer Tree Planting

19-01-020 Febco Backflow Assembly

19-02-001 Rotor Sprinkler Assembly

19-02-002 Pop-Up Sprinkler Assembly

19-02-003 Shrub Pop-Up Sprinkler Assembly

19-02-004 Drip Filter and Pressure Regulator

19-02-005 Emitter Flush Cap Assembly

19-02-006 Quick Coupler Assembly

19-02-007 Mainline Ball Valve 1-1/2" and Smaller

19-02-008 Ball Valve Detail

19-02-009 Mainline Isolation Gate Valve 3" and Larger

19-02-010 Master Valve/Flow Meter 3" and Larger

19-02-011 Irrigation Remote Control Valve

19-02-012 Single Outlet Emitters All Shrubs and Ground Covers

19-02-013 Irrigation Emitter Layout

19-02-014 End Line Flush

19-02-015 Master Valve/Flow Sensor Assembly 2" or Smaller

19-02-016 Maxicom Cable Pull Box

19-02-017 Maxicom Cable Splices

19-02-019 Drip Irrigation Remote Control Valve Assembly

19-02-021 Irrigation Wire Connection

19-02-022 Irrigation Wire Sleeving Chart

19-02-023 Schematic Layout

19-02-024 Solar Controller

19-02-025 Solar Controller and Backflow Preventer Enclosure

19-02-026 Maxicom CCU (6 or 28) - Wall Mount

19-02-027 Maxicom Esp-Sat Field Satellite Controller – Wall Mount

19-02-028 Maxicom Esp-Sat Field Satellite Controller Stainless Steel Pedestal

19-02-029 Maxicom Flow Sensor (PT1502)

19-02-030 Controller Enclosure

19-02-031 Grounding Rod Grid

19-02-032 Grounding Plate Design Layout

19-02-033 Weather Station External Wire Connection

19-02-034 Maxicom Variable Wind Speed Detection

19-02-035 Sleeve Trenching Detail

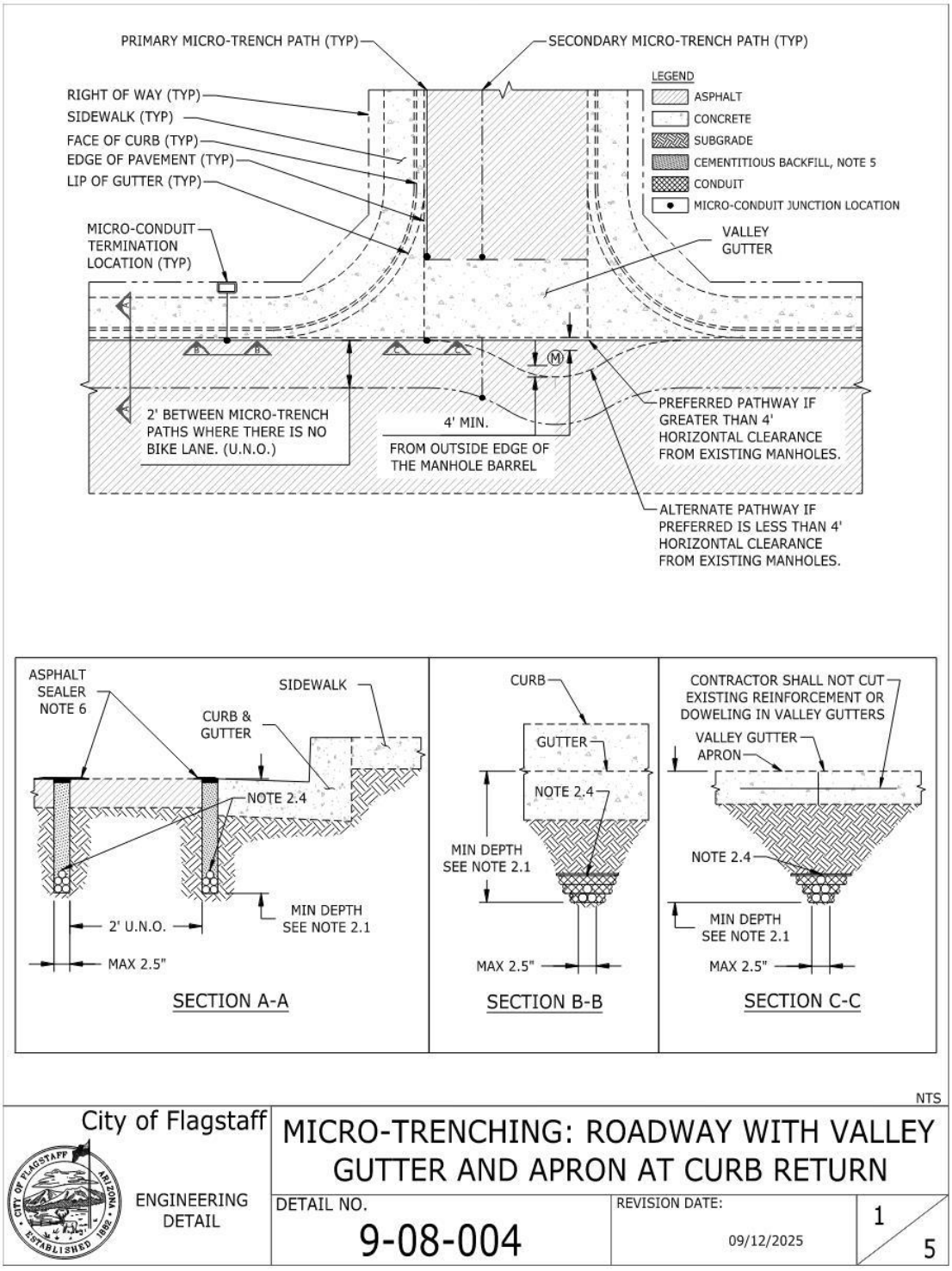
19-02-036 Irrigation Trenching

19-02-037 Irrigation Thrust Block

PW-50-001 Solid Waste Vehicle Access Requirements

PW-50-010 Single Trash Enclosure

PW-50-015 Double Trash Enclosure


PRIMARY MICRO-TRENCH PATH (TYP)
SECONDARY MICRO-TRENCH PATH (TYP)
RIGHT OF WAY (TYP)
SIDEWALK (TYP)
FACE OF CURB (TYP)
EDGE OF PAVEMENT (TYP)
LIP OF GUTTER (TYP)
LEGEND
ASPHALT
CONCRETE
SUBGRADE
CEMENTITIOUS BACKFILL, NOTE 5
CONDUIT
MICRO-CONDUIT JUNCTION LOCATION
MICRO-CONDUIT TERMINATION LOCATION (TYP)
VALLEY GUTTER
(M)
2' BETWEEN MICRO-TRENCH PATHS WHERE THERE IS NO BIKE LANE. (U.N.O.)
4' MIN.
FROM OUTSIDE EDGE OF THE MANHOLE BARREL
PREFERRED PATHWAY IF GREATER THAN 4' HORIZONTAL CLEARANCE FROM EXISTING MANHOLES.
ALTERNATE PATHWAY IF PREFERRED IS LESS THAN 4' HORIZONTAL CLEARANCE FROM EXISTING MANHOLES.
ASPHALT SEALER NOTE 6
SIDEWALK
CURB & GUTTER
NOTE 2.4
2' U.N.O.
MIN DEPTH SEE NOTE 2.1
MAX 2.5"
SECTION A-A
CURB
GUTTER
NOTE 2.4
MIN DEPTH SEE NOTE 2.1
MAX 2.5"
SECTION B-B
CONTRACTOR SHALL NOT CUT EXISTING REINFORCEMENT OR DOWELING IN VALLEY GUTTERS
VALLEY GUTTER APRON
NOTE 2.4
MIN DEPTH SEE NOTE 2.1
MAX 2.5"
SECTION C-C
NTS
City of Flagstaff
ENGINEERING DETAIL
MICRO-TRENCHING: ROADWAY WITH VALLEY GUTTER AND APRON AT CURB RETURN
DETAIL NO.
9-08-004
REVISION DATE:
09/12/2025
1
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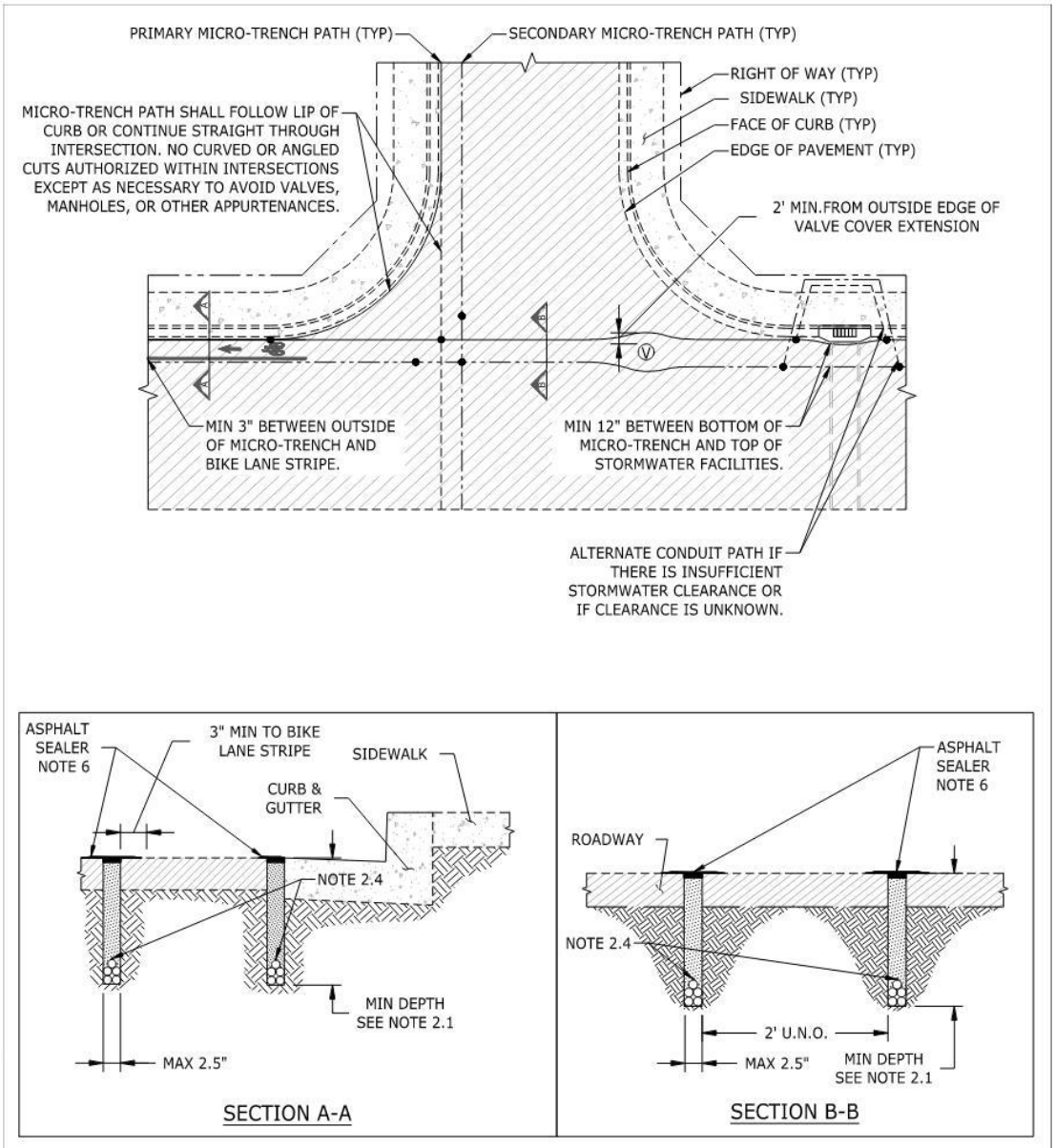
PRIMARY MICRO-TRENCH PATH (TYP)
SECONDARY MICRO-TRENCH PATH (TYP)
RIGHT OF WAY (TYP)
SIDEWALK (TYP)
FACE OF CURB (TYP)
EDGE OF PAVEMENT (TYP)
MICRO-TRENCH PATH SHALL FOLLOW LIP OF CURB OR CONTINUE STRAIGHT THROUGH INTERSECTION. NO CURVED OR ANGLED CUTS AUTHORIZED WITHIN INTERSECTIONS EXCEPT AS NECESSARY TO AVOID VALVES, MANHOLES, OR OTHER APPURTENANCES.
2' MIN.FROM OUTSIDE EDGE OF VALVE COVER EXTENSION
MIN 3" BETWEEN OUTSIDE OF MICRO-TRENCH AND BIKE LANE STRIPE.
MIN 12" BETWEEN BOTTOM OF MICRO-TRENCH AND TOP OF STORMWATER FACILITIES.
ALTERNATE CONDUIT PATH IF THERE IS INSUFFICIENT STORMWATER CLEARANCE OR IF CLEARANCE IS UNKNOWN.
ASPHALT SEALER NOTE 6
3" MIN TO BIKE LANE STRIPE
SIDEWALK
CURB & GUTTER
NOTE 2.4
MIN DEPTH SEE NOTE 2.1
MAX 2.5"
SECTION A-A
ASPHALT SEALER NOTE 6
ROADWAY
NOTE 2.4
2' U.N.O.
MAX 2.5"
MIN DEPTH SEE NOTE 2.1
SECTION B-B
NTS
City of Flagstaff
ENGINEERING DETAIL
MICRO-TRENCHING: ROADWAY WITH CURB AND GUTTER AT CURB RETURN
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NOTES

1. MICRO-TRENCHING IS NOT PERMITTED IN THE FOLLOWING AREAS:
   - 1.1. CONCRETE STREETS, DRIVEWAYS, SIDEWALKS, CURB AND GUTTER, APRONS, OR OTHER CONCRETE STRUCTURES.
   - 1.2. SPECIAL PAVEMENTS SUCH AS DECORATIVE PAVING, BRICKS, CONCRETE PAVERS, EXPOSED AGGREGATE CONCRETE, STAMPED ASPHALT, OR OTHER UNIQUE NON-CONCRETE OR NON-ASPHALT MATERIALS.
   - 1.3. LOCATIONS NOT CONSISTENT WITH THESE MICRO-TRENCHING DETAILS.
2. MICRO-TRENCHING MUST:
   - 2.1. HAVE A MINIMUM DEPTH OF 16 INCHES IN A COLLECTOR, OR 12 INCHES IN A LOCAL STREET.
   - 2.2. HAVE A MAXIMUM WIDTH OF 2.5 INCHES.
   - 2.3. BE RESTORED WITH PREAPPROVED CEMENTITIOUS BACKFILL.
   - 2.4. BE TRACEABLE WITH 14-GAUGE TRACER WIRE MINIMUM, PLACED DIRECTLY ABOVE THE CONDUITS AND CENTERED IN THE TRENCH.
   - 2.5. CONFORM TO SEPARATION REQUIREMENTS (HORIZONTAL AND VERTICAL) FROM EXISTING UTILITIES PER CITY OF FLAGSTAFF STANDARD DETAIL 9-01-010 OR THIS DETAIL, WHICHEVER IS GREATER.
   - 2.6. BORE OVER OR UNDER TRAFFIC LOOPS WITH A MINIMUM OF 6 INCHES OF CLEARANCE.
3. LOCATION OF TRENCHES:
   - 3.1. MICRO-TRENCHING IS APPROVED ONLY ON COLLECTOR AND LOCAL STREETS. MICRO-TRENCHING IS NOT AUTHORIZED ON ARTERIAL STREETS.
   - 3.2. MICRO-TRENCHING MAY BE UTILIZED ON EACH SIDE OF A STREET.
   - 3.3. TRENCHES MUST BE LOCATED AT THE EDGE OF LIP OF THE GUTTER OR IN AN ALTERNATE LOCATION APPROVED BY THE CITY.
   - 3.4. MICRO-TRENCHING SHALL BE CONSTRUCTED AND PHASED TO MINIMIZE INTERFERENCE WITH VEHICULAR TRAFFIC.
   - 3.5. MICRO-TRENCHING MAY EXTEND THROUGH AN INTERSECTION AND CONTINUE ADJACENT TO THE CURB ON THE OTHER SIDE OF THE INTERSECTION. MICRO-TRENCHING SHALL NOT CURVE, ANGLE, OR CHANGE DIRECTION WITHIN INTERSECTIONS EXCEPT TO FOLLOW THE LIP OF CURB, OR AS REQUIRED TO AVOID VALVES, MANHOLES, AND OTHER APPURTENANCES.
   - 3.6. PRIOR TO MICRO-TRENCHING OPERATION, THE CONTRACTOR SHALL MARK THE EXACT PROPOSED LOCATIONS OF THE MICRO-TRENCH PATH AND ALL GROUND EQUIPMENT. AFTER THE PROPOSED LOCATIONS HAVE BEEN MARKED, THE CONTRACTOR SHALL CALL IN AZ811 LOCATES. THE CONTRACTOR IS RESPONSIBLE FOR CROSS-CHECKING RECORD DRAWINGS AND PLANS TO VERIFY THAT ALL UTILITIES HAVE BEEN LOCATED, AND FOR VERIFYING RIGHT-OF-WAY AND EASEMENT DIMENSIONS. THE CONTRACTOR SHALL NOT MAKE ANY CUTS UNTIL ALL AZ811 LOCATE MARKS HAVE BEEN COMPLETED, AND THE MARKED PROPOSED LOCATIONS HAVE BEEN APPROVED BY THE CITY INSPECTOR.
4. PAVEMENT CUTS
   - 4.1. SAW CUTS SHALL BE STRAIGHT AND CLEAN.
   - 4.2. THE VERTICAL FACES OF THE TRENCH MUST BE CLEAN AND OIL FREE, WITH NO LOOSE MATERIAL.
   - 4.3. THE CONTRACTOR SHALL JACK OR PUSH CONDUITS DIRECTLY UNDER THE CURB AND GUTTER AND/OR VALLEY GUTTER.
   - 4.4. WHERE EXISTING CURB, VALLEY GUTTER, OR PAVEMENT IS DISPLACED OR DETERIORATED SUCH THAT THE FINISHED MICRO-TRENCH BRIDGING THESE SURFACES WOULD NOT MEET THESE STANDARDS AND DETAILS, THE CONTRACTOR SHALL REMOVE AND REPLACE SUCH EXISTING IMPROVEMENTS OR SELECT AN ALTERNATIVE METHOD OF FIBER PATH INSTALLATION SUCH AS DIRECTIONAL BORING.

City of Flagstaff ENGINEERING DETAIL	MICRO-TRENCHING NOTES		
	DETAIL NO. 9-08-004	REVISION DATE: 09/12/2025	3 5

5. BACKFILL PROCEDURES

THE BACKFILL MATERIAL MUST BE 1200-2000 PSI CONTROLLED LOW STRENGTH MATERIAL (CLSM) WITH SAND OR AN EQUIVALENT FLOWABLE-TYPE BACKFILL AS SPECIFIED IN MAG SPECIFICATION SECTION 604, 701.3, AND 728. MICRO-TRENCHING AND CORES SHALL BE BACKFILLED BY THE END OF THE DAY FOLLOWING THE INSTALLATION OF THE NEW FACILITY. THIS BACKFILLING PROCESS MUST ADHERE TO THE FOLLOWING REQUIREMENTS:

5.1. THE BACKFILL MUST BE PLACED IN A TRENCH FREE OF STANDING WATER.

5.2. REMOVE ALL LOOSE CONCRETE, ROCKS, TRASH, AND OTHER DEBRIS FROM THE EXCAVATION BEFORE PLACING ANY BACKFILL.

5.3. SAND BEDDING IS NOT ALLOWED.

5.4. THE BACKFILL MUST BE PLACED USING VIBRATORY CONSOLIDATION EQUIPMENT.

5.5. THE BACKFILL MATERIAL MUST ADHERE TO MAG SPECIFICATION 604.1, MODIFIED TO REPLACE COARSE AGGREGATE WITH FINE AGGREGATE (SAND), AS SPECIFIED IN MAG SPECIFICATION SECTION 701.3.

THE MATERIAL MUST ALSO:

5.5.1. FLOW FREELY TO THE TRENCH'S BOTTOM,

5.5.2. REMAIN STABLE UNDER TRAFFIC LOADS,

5.5.3. BE SUITABLE FOR THE ROAD ENVIRONMENT,

5.5.4. MEET PERFORMANCE TESTING PER MAG SPECIFICATION SECTION 604.4, AND

5.5.5. MEET ACCEPTANCE PER MAG SPECIFICATION SECTION 604.5.

5.6. THE BACKFILL MATERIAL MUST BE 100% CURED BEFORE APPLYING THE ASPHALT SEALANT.

5.7. CLSM SHALL BE PLACED NEARLY TO THE TOP OF THE TRENCH, LEAVING SPACE FOR THE ASPHALT SEALANT.

5.8. IF TESTS OR INSPECTIONS REVEAL THAT THE BACKFILL FAILS TO MEET THE REQUIREMENTS MENTIONED ABOVE, THE BACKFILL WILL BE CONSIDERED UNACCEPTABLE AND MUST BE REMOVED AND REPLACED. ALL COSTS RELATED TO CORRECTIONS AND SUBSEQUENT TESTING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR IF THE BACKFILL IS DEEMED UNACCEPTABLE OR IF THE TRENCH IS BACKFILLED WITHOUT BEING INSPECTED BY THE CITY INSPECTOR.

6. ASPHALT SEALER/OVERBAND

6.1. THE ASPHALT SEALING MATERIAL (ALSO KNOWN AS AN OVERBAND) PLACED OVER THE TOP OF A MICRO-TRENCH, SHALL CONFORM TO MAG STANDARD 337 AND BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS OR THE REQUIREMENTS OF THIS STANDARD, WHICHEVER IS MORE STRINGENT.

6.2. THE SEALANT SHALL OVERLAY THE GROOVE LEAVING A MAXIMUM OVERBAND APPEARANCE OF 3 INCHES (6-INCH WIDTH TOTAL) ON EACH SIDE OF THE EXCAVATION CENTERLINE. THE SEALANT SHALL NOT OVERLAP WITH BIKE LANE STRIPE.

6.3. WHERE THE TRENCH IS ADJACENT TO CURB AND GUTTER OR ANOTHER CONCRETE SURFACE, THE SEALANT SHALL OVERLAY THE GROOVE LEAVING A MAXIMUM 3-INCH WIDE OVERBAND ON THE ASPHALT SURFACE.

6.4. THE HEIGHT OF THE SEALANT ABOVE THE PAVEMENT SURFACE SHALL NOT EXCEED 1/8 INCH.

6.5. THE RESTORED SURFACE SHALL BE THOROUGHLY COMPACTED, SMOOTH AND TRUE TO GRADE AND CROSS-SECTION. IT SHALL BE FREE OF RUTS, HUMPS, DEPRESSIONS, OR IRREGULARITIES. THE SURFACE SHALL NOT VARY MORE THAN 1/4 INCH FROM THE LOWER EDGE OF A STRAIGHTEDGE PLACED ACROSS THE SURFACE BETWEEN THE EDGES OF THE EXISTING MATCHED SURFACES.

6.6. SUBSTRATE AND AMBIENT TEMPERATURE REQUIREMENTS MUST BE MET BASED ON THE MANUFACTURER'S REQUIREMENTS OF ANY OVERBAND MATERIAL IN THE APPROVED PRODUCT LIST. MICRO-TRENCH OPERATIONS MAY BE LIMITED DURING WINTER AND INCLEMENT WEATHER.

City of Flagstaff ENGINEERING DETAIL	MICRO-TRENCHING NOTES		
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7. SITE RESTORATION

7.1. THE CONTRACTOR IS RESPONSIBLE FOR SITE RESTORATION AND PROTECTION IN ACCORDANCE WITH MAG SPECIFICATION 107.9.

7.2. ALL TEMPORARY REPAIRS SHALL BE CLEARLY MARKED TO INDICATE THAT THEY WILL BE REPLACED.

7.3. CONVENTIONAL POTHOLE RESTORATION SHALL CONFORM TO MAG DETAIL 212, TYPE A PAVEMENT REPAIR.

7.4. RESTORATION WORK SHOULD BE CARRIED OUT PROMPTLY. UNSATISFACTORY RESTORATION OR DELAYED COMPLETION WILL LEAD TO A HALT IN ALL CONTRACTOR WORK ON THE OVERALL PROJECT. NO ADDITIONAL PERMITS WILL BE ISSUED UNTIL SATISFACTORY RESTORATION IS COMPLETED, INCLUDED PREVIOUSLY PERMITTED BUT UNFINISHED WORK.

City of Flagstaff ENGINEERING DETAIL	MICRO-TRENCHING NOTES		
	DETAIL NO. 9-08-004	REVISION DATE: 09/12/2025	5 5

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 13 ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"*2025 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, contains engineering and design standards and specifications setting forth minimum acceptable design and construction practices, and these standards and specifications are routinely revised to reflect new and best practices, changes to related existing and/or new codes, as well as legal considerations and input from the community; and

WHEREAS, the Engineering and Capital Improvements Division in consultation with other Divisions has evaluated the construction methodology commonly known as micro-trenching for the installation of underground fiber-optic cabling within public streets and found that the method provides for more rapid deployment of new fiber-optic facilities with manageable impacts to existing public roadways; and

WHEREAS, the Engineering Section has recommended that the City Council adopt the proposed amendments to Title 13 of Flagstaff City Code; and

WHEREAS, the City Council has considered public comment and discussed suggested changes to the proposed revisions to Title 13; and

WHEREAS, the Mayor and Council have previously declared the proposed "2025 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure" to be a public record by Resolution 2025-52, three copies of which are on file in the City Clerk's Office;

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That certain document known as "2025 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure", one (1) paper copy and one (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2025-52 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of October, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Title 13 Amendments

Amending Engineering Standards to Allow Micro-Trenching

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Micro-Trenching

Title 13 of City Code Regulates Construction and Infrastructure within Public Right-of-Way and Easements

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

- What is Micro-Trenching
  - A narrow, shallow trench cut into existing pavement to install conduit and fiber optic cable
  - Primarily located at the joint between curb and asphalt

Micro-Trenching

City of Flagstaff Trench Detail and Surface Patch

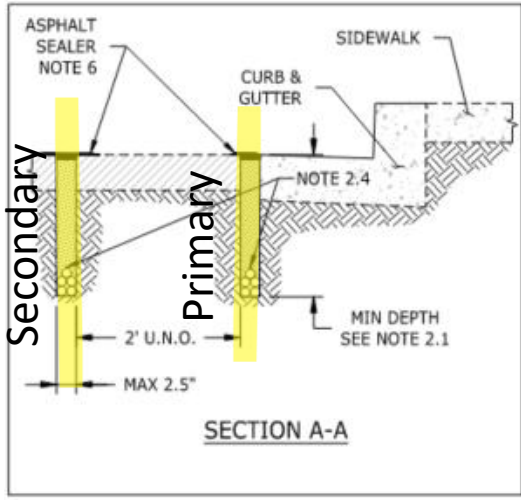
Up to 2.5” wide

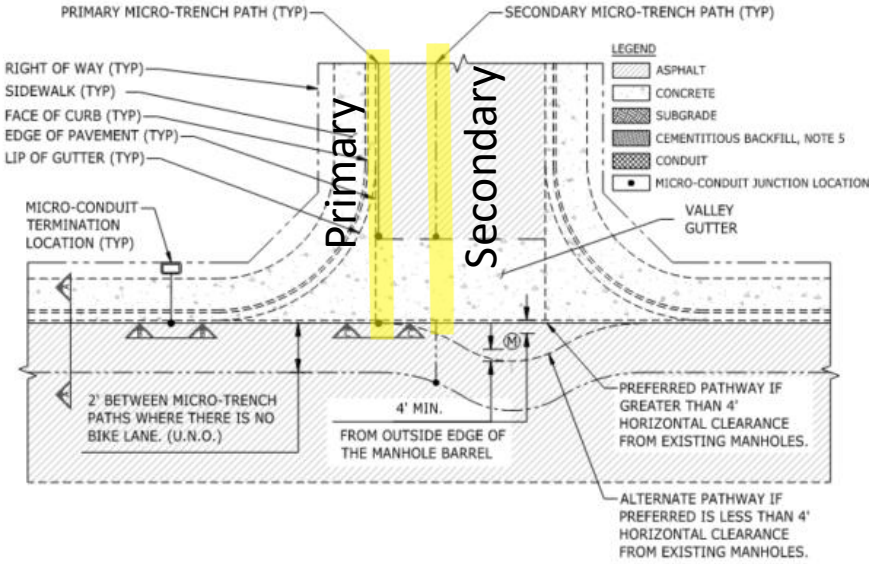
12” deep in local roads

16” deep in collector roads

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Micro-Trenching

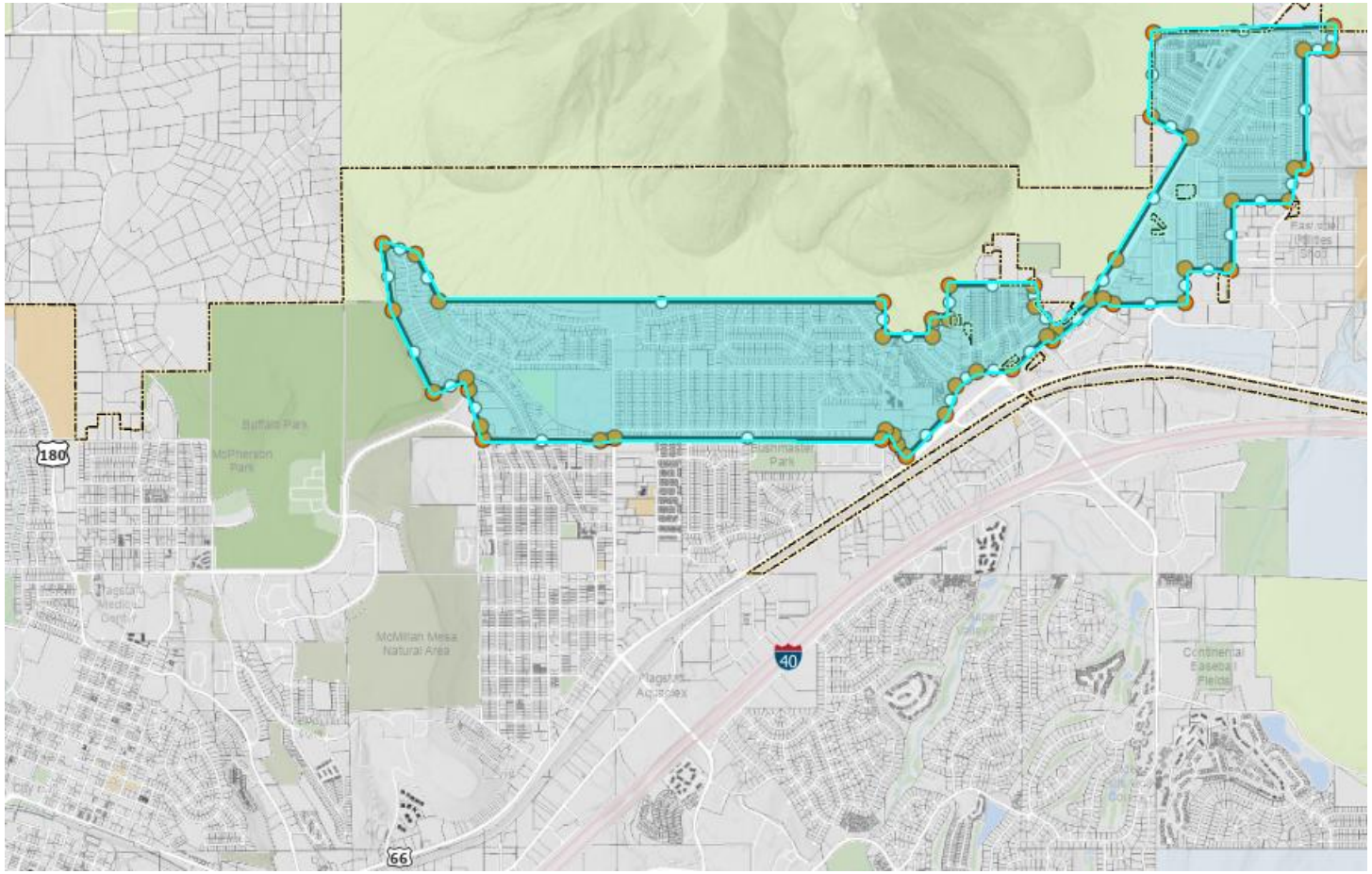
- Small Diameter Conduit Protects Fiber
- Flush-Mount Surface Splice Box
- Slurry Trench Backfill
- Mastic overband patch (cold climate rated)

Pilot Project

- Conducted spring & summer 2025
- Upon adoption of these standards, micro-trenching may be utilized by all fiber providers

Pilot Project Area

Shadow Mountain, Grandview, Swiss Manor, Upper Greenlaw, Mobile Haven, Mt Elden Foothills, Smokerise & Christmas Tree Estates



Pilot Project Construction

Pilot Project Finished Conditions

Typical finished micro-trench condition residential street

Finished trench with pothole patch at utility crossing

Finished trench with utility and stormwater crossings

Pilot Project Finished Conditions

Larger Vaults located at periodic splice points ordinarily behind curb or sidewalk

Smaller service junction boxes at property corners

Public Outreach and Feedback

- **These proposed standards were distributed to local representatives of existing providers, posted to City website and noticed via press release.**
- **Attached feedback expressed the following concerns:**
  - **Provider desire to increase number of concurrent permits beyond the 5 proposed**
  - **Provider concern relating to depth below frost line and uniform permitting standards**
  - **One provider indicated they currently have no plans to utilize this method based on previous experience in Maricopa County.**

Micro-Trenching Benefits

- **Reduced Disruption**: Smaller cuts can minimize impact on traffic, businesses, and residents.
- **Faster Installation:** Shorter construction timelines compared to traditional trenching or directional boring.
- **Lower Costs:** Less excavation, material removal, and pavement restoration required.
- **Shallower Excavation:** Avoids conflicts with many existing service lateral crossings.

Micro-Trenching Risks

- **Surface Integrity:** Even well-sealed cuts can weaken pavement structure compared to intact asphalt/concrete. Pothole locating of all existing utility crossings require additional asphalt removal
  - Mitigated by preferentially locating at existing curb joint.
- **Durability Concerns:** Mastic overband surface patch may fail or require increased maintenance
  - Mitigated by provider responsibility for trench and surface patch integrity until a re-pave or overlay of the affected street.
- **Newer Technology:** Experience with the long-term durability of this method is limited compared to open trenching or directional boring.

Community and Staffing Impacts

- **Rapid Deployment:** There will be staff and community impacts from widespread simultaneous projects.
  - Simultaneous large footprint and fast-moving projects require City Engineering staffing to process permits, manage community impact and inspect public infrastructure. Water Services staff are required to mark existing utility locations ahead of this work. This workload may strain staff project management, inspections and utility locate availability.
  - Larger simultaneous project footprint along with other unrelated projects will impact the community resulting in additional simultaneous traffic and neighborhood impacts.
  - Staff will request mid-year staffing addition for an additional Project Manager and Construction Inspector.

Questions?

Micro-Trenching Proposed Standards

Public Comments through September 12, 2025

Lumen (Centurylink) - My team placed a trial run fiber cable, fiber drops in asphalt using a sawcut/micro trench 10-15 years ago in the Anthem area of Maricopa County. It was difficult to place and keep the County happy. The County didn't like us sawcutting at lip & gutter so we were 6-8' out in the street. The transition from asphalt to concrete sidewalk was always difficult. The expansion of asphalt and concrete never occurs at the same rate and damaged some of the drops over time. Maricopa County choose not to permit any more micro-trenching jobs after that trial run. I do believe there are other municipalities in the valley that do allow it. Lumen chose not to work any more fiber jobs with micro-trenching, however we still saw cut streets for copper drops in some of the cities. Not trying to sway the City of Flagstaff either direction but CenturyLink/Lumen has chosen to stick with standard roll duct & fiber bored in at 3-4'.

Coconino County - John Carr Development Engineering Supervisor - I conferred with County Engineer Nate Reisner and Public Works Deputy Director Chad Auker, and we do not have any comments.

Wecom – Paul Fleming, CEO - One big issue we see is the 5-permit limit highlighted below. That will kill productivity and speed (as it is hurting us right now) and increase costs to the project. We would suggest this be 15 at minimum. There could be other restrictions around restoration time etc, but we really need this number higher (we actually need it higher right now in the pilot also). Can this please be adjusted?

Optimum – James Campbell, Vice President Government Affairs –

August 29, 2025

RE: Comments on Draft Amendments to Title 13 – Engineering Design Standards and Specifics for New Infrastructure.

Thank you for the opportunity to review and offer suggestions on the City of Flagstaff's draft amendments to Title 13 of the City Code, specifically regarding micro-trenching for broadband deployment. We appreciate the City's proactive approach in evaluating various

methods of broadband infrastructure deployment and its commitment to expanding connectivity for residents and businesses. In addition, we appreciate and encourage the City make any decisions recognizing that broadband deployment is extremely competitive to ensure fair treatment for all providers, regardless of the technology used to deploy such services.

Optimum commends the City's willingness to consider multiple deployment techniques as part of a comprehensive strategy to improve broadband access. This flexibility is essential for meeting diverse infrastructure needs across Flagstaff's unique terrain and climate.

We would like to highlight some concerns regarding micro-trenching, particularly in the context of Flagstaff's weather conditions, as well as bring forth other technical items that might benefit the City's effort. The region's freeze-thaw cycles pose a significant risk to the integrity of micro-trenched installations. Specifically, the slurry used to seal micro-trenches may be prone to popping out during winter months, potentially leaving behind numerous small holes that compromise road surfaces and public safety.

Depth Requirement Below Frost Line:

We recommend that all micro-trenching installations be required to extend below the frost line. This measure would help ensure long-term durability and reduce the likelihood of surface degradation due to seasonal temperature fluctuations.

Uni□orm Permitting Standards Across Deployment:

To promote fairness and efficiency, we suggest that the permitting process be standardized across all deployment methods – whether micro-trenching, directional boring, or aerial installations within the public right-of-way. A consistent permitting framework will help streamline project approvals and maintain equitable treatment of all providers in what is an incredibly competitive environment.

We appreciate the City's openness to feedback and its dedication to maintaining high engineering standards. Please feel free to contact us if further clarification or discussion would be helpful.

Summary of Microtrenching Best Practices

This is a summary of best practices from the MAG microtrenching research study and microtrenching working group. It combines lessons learned from peer agencies with local input to provide guidance and considerations for agencies considering or implementing microtrenching in their local jurisdictions.

Technical Considerations

Trench Width

The microtrench width should be no more than 2.5 inches.

Trench Location

Specify trench location within the street cross section. Locate microtrenching as close to the edge of pavement or gutter line as possible, avoiding wheel paths. In areas where there is no curb, place it at least six inches from the edge of pavement. Behind the curb is also acceptable, but the design details need to account for new driveways. Where there are bike lanes or routes, install microtrenching outside of the wheel path, such as at the lane line. Trenches should be placed to minimize roadway crossings. Ideally, trenches would be along both sides of the road with crossings only at intersections.

Minimum Trench Depth

Specify a minimum trench depth and separation from pavement structure. A microtrench depth with 12 to 16 inches of cover above the top of the conduit is ideal and should not be shallower than 10 inches from the top of the conduit to the pavement surface. Install conduit outside of the pavement for thick pavement sections.

Lateral Trench Separation

Require lateral trench separation. Include at least 12 inches of lateral separation between trenches.

Street Type

Consider which street types to allow microtrenching. Limit microtrenching primarily to residential streets where there are fewer conflicts with other utilities. Microtrenching should be limited to asphalt roads and trenched on both sides to avoid service lines crossing the street.

Local Considerations

Conduit installation and pavement restoration should be based on local considerations. Most cities have pavement cut policies or restoration requirements for pavement cuts that should be considered when evaluating whether microtrenching is a viable option for each local agency. Pavement restoration requirements are temperature/climate dependent. Specify materials in consultation with local pavement engineers. Considerations include:

1. Slurry backfill for all installations.
2. Epoxy seal for the first or a single trench in the pavement that is in good condition.
3. 18- to 24-inch mill and overlay for poor pavements in poor conditions or multiple trenches.
4. If trench is in bike lane, overlay entire lane.
5. Moratorium on pavement cuts based on the city's pavement management plan.
6. Utilize conduit stabilization such as anchors, staples or other weighting methods.

Permitting

Utility Owner as Permit Holder

Ensure the utility owner holds the construction permit and has a local contact to manage the work.

Permitting Fees

Permitting fees should cover agency costs. An agency may require supplemental staff for microtrenching projects. Establish permit and license fees that cover these and other project administration and monitoring costs.

Warranty and Bonding Requirements

Follow agency requirements on warranty and bonding, keeping it consistent for all utilities.

Maintenance and Repair Requirements

Consider and define maintenance expectations, repair requirements, and timelines.

1. The utility owner continuously blue stakes the fiber optic cable in accordance with local and state dig laws.
2. Specify expectations for repair such as: All damage, including trench reinstatement and any damage to city or private assets, must be repaired within seven days.

Agency Indemnification

Include a clause indemnifying the agency and its contractors for work inside the right of way in the installation agreement, license, or permit. Indemnification may include:

1. Utility owner is responsible for damage or destruction to their facilities during maintenance or installation activities.
2. Utility owner is responsible for relocation of facilities in conflict with agency maintenance or installation activities.
3. Examples include activities necessary to maintain stormwater infrastructure, water distribution, sanitary sewer, sidewalks, roadway, paving, signal installation or other activities at the discretion of the agency.

See the City of Henderson (NV) Microtrenching Guidelines for sample language to cover indemnifications.

Microtrenching Documentation

Require pre-construction and post-installation documentation for all projects.

1. At the time of permit application, a plan showing the proposed installation location and details.
2. The identification and location of existing utilities in the area (i.e., thorough investigation via blue staking) are included in the permit application.
3. Once conduit and/or fiber is installed, the permit holder submits electronic files including the geographic location of the facilities (i.e., KMZ files).

Project Management

Project Communications

Require project communications, such as door hangers, newsletters, social media posts, and updates to city leadership and elected officials.

Project Coordination

Include regular coordination meetings with the project owner to discuss the project schedule, progress, and issues. Keep the utility companies informed about proposed pavement management and capital improvement projects where they can take advantage of installing fiber optic cable and conduit without having to cut new pavement.

Other Considerations

Agency Communications Needs

Consider agency communications needs and infrastructure sharing options. Depending on agency need, request access to strands of fiber optic cable for city business or a spare conduit for the city's future use.

New Installation Methods

Track the viability of new installation methods. Nanotrenching may not be ideal due to challenges with shallow trench depth and a history of fiber damage. Monitor and evaluate newer methods of installation under development to understand the longevity of materials and effects on pavement management. Pavement condition heavily contributes to the success or challenges experienced during installation and future pavement management activities will require close coordination with the utility owner(s).

Multiple Trenches

Accommodate installation of microtrenched fiber optic cables by multiple service providers by including a minimum horizontal and vertical separation distance and more robust surface restoration, such as an 18-inch or 24-inch T-top mill and overlay.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sterling Solomon, City Attorney

Co-Submitter: Rebecca Sayers

Co-Submitter: Lee Williams

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-51: A resolution of the Flagstaff City Council establishing an amount of effluent/reclaimed water to be released into the Rio de Flag subject to advanced water purification technogical options, regulations and availability.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-51 by title only
2. City Clerk reads Resolution No. 2025-51 by title only (if approved above)
3. Adopt Resolution No. 2025-51

Executive Summary:

The City entered into an agreement with Arizona Game and Fish Department in 2010 committing the City to release a "weekly hourly average of 200 gallons per minute of reclaimed wastewater" for a term of 20 years. The terms and conditions included a minimum weekly hourly average of 100 gallons per minute (GPM) from Wildcat Hill Wastewater Treatment Facility into the Rio de Flag near Picture Canyon for wildlife habitat enhancement. The agreement also required a minimum weekly hourly average of 100 GPM from the Rio de Flag Wastewater Treatment Facility into the Rio de Flag near the I-40 wetlands for the purposes of wildlife enhancement. An additional term required a weekly hourly average of 50 GPM (of the 200 GPM commitment) into Frances Short Pond.

In the 2010 agreement, the City committed to grant public access adjacent to the release point of the effluent/reclaimed water at Wildcat Hill Wastewater Treatment Facility for a Watchable Wildlife open space park. Also, the agreement included the provisions for the City to obtain proper permitting and perform monitoring and reporting according to requirements of the Arizona Department of Environmental Quality. The City also committed in the agreement not to convey ownership of the effluent/reclaimed water to another party.

The 2010 agreement will expire in a few years yet the City recognizes the community benefit of preserving and enhancing riparian and wildlife areas on a long-term basis, subject to advanced water purification technological options, regulations, and availability.

Recognizing the benefit of the commitments mentioned above, City staff believes it is feasible and recommends continuing the release of the same amounts of effluent/reclaimed water for the purposes of preserving and enhancing riparian and wildlife areas. This resolution will provide for those same releases over a longer term, subject to general availability and needs related to advanced water purification.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:
In 2010 Coucil entered the Bow and Arrow Park Agreement with the Arizona Game and Fish Department which will eventually expire.

Options and Alternatives to Recommended Action:
1. Adopt Resolution 2025-51.
2. Not adopt Resolution 2025-51.

Background and History:
In 2010 Coucil entered the Bow and Arrow Park Agreement with the Arizona Game and Fish Department which will eventually expire.

Connection to PBB Priorities and Objectives:
N/A

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: Res. 2025-51
Exhibit A â€“ Bow and Arrow Park Agreement

RESOLUTION NO. 2025-51

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ESTABLISHING AN AMOUNT OF EFFLUENT/RECLAIMED WATER TO BE RELEASED INTO THE RIO DE FLAG SUBJECT TO ADVANCED WATER PURIFICATION TECHNOLOGICAL OPTIONS, REGULATIONS, AND AVAILABILITY

RECITALS:

WHEREAS, the City is an Arizona municipal corporation and has all necessary powers, express and implied, under state law as well as City Charter and City Code to operate parks, waterworks, wastewater reclamation facilities, and other facilities; and

WHEREAS, the Arizona Game and Fish Department has statewide responsibility for managing, conserving and enhancing wildlife habitat, as well as securing access to public lands; and

WHEREAS, pursuant to A.R.S. § 9-240(5) a municipality may provide infrastructure for wastewater management, treatment and purification; and

WHEREAS, the Flagstaff City Code Section 7-02 pursuant to A.R.S. § 9-511 authorizes the City to engage in the business of a utility, including the reception and treatment and purification of wastewater, and to provide for the discharge and reuse of effluent/reclaimed water for various purposes; and

WHEREAS, the City entered into an agreement with Arizona Game and Fish Department in 2010 (which is attached hereto) that commits the City to release a "weekly hourly average of 200 gallons per minute of reclaimed wastewater" for a term of 20 years, with terms and conditions, including:

- a minimum weekly hourly average of 100 gallons per minute (GPM) from Wildcat Hill Wastewater Treatment Facility into the Rio de Flag near Picture Canyon, for the purposes of wildlife habitat enhancement;
- a minimum weekly hourly average of 100 GPM from the Rio de Flag Wastewater Treatment Facility into the Rio de Flag near the I-40 wetlands (as it is commonly known), for the purposes of wildlife enhancement;
- a weekly hourly average of 50 GPM (of the 200 GPM commitment) into Frances Short Pond, when available to maintain sufficient water levels during summer months; and

WHEREAS, The City also agreed with the Arizona Game and Fish Department to other terms in the 2010 agreement including:

- the granting of public access adjacent to the release point of the effluent/reclaimed water at Wildcat Hill Wastewater Treatment Facility for a Watchable Wildlife open space park;
- the provision of a annual report of effluent/reclaimed water rates upon request of the Arizona Game and Fish Department;
- the responsibly to obtain permits including the Arizona Pollution Discharge Elimination System permit and meeting all monitoring requirements;

- the commitment by the City will not convey any ownership interest in the effluent/reclaimed water on any basis [see Paragraph 2(E) of the attached agreement]; and

WHEREAS, the end of that 20-year period is near and the City recognizes the community benefit of preserving and enhancing riparian and wildlife areas; and

WHEREAS, consistent with the regulations of the Arizona Department of Environmental Quality (ADEQ), the City of Flagstaff produces high quality effluent/reclaimed water at its two water reclamation plants which is used for various purposes subject to advanced water purification technological options, regulations, and availability; and

WHEREAS, the City of Flagstaff wishes to continue the release of effluent/reclaimed water to locations herein upon the expiration of the 2010 agreement with Arizona Game and Fish Department subject to advanced water purification technological options, regulations, and availability; and

WHEREAS, the City of Flagstaff recognizes the continued benefits that a dedicated release of effluent/reclaimed water at the locations or outfalls mentioned above and in the attached agreement for purposes of preserving and enhancing riparian and wildlife area; and

WHEREAS, the City of Flagstaff recognizes that the release of effluent/reclaimed water requires that each release point or outfall be permitted and monitored for water quality pursuant to the permit conditions set forth by ADEQ; and

WHEREAS, the City has determined it is feasible to continue the current amounts of released effluent/reclaimed water for the purposes of preserving and enhancing riparian and wildlife areas.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

Subject to advanced water purification technological options, regulations, and availability, the City of Flagstaff will continue to release effluent/reclaimed water, beyond the expiration of the attached agreement with the Arizona Game and Fish Department, for the purposes of preserving and enhancing riparian and wildlife areas as follows:

a. A weekly hourly average of 200 gallons per minute (GPM) of effluent/reclaimed water;

b. A minimum weekly hourly average of 100 GPM from Wildcat Hill Wastewater Treatment Facility into the Rio de Flag near Picture Canyon;

c. A minimum weekly hourly average of 100 GPM from the Rio de Flag Wastewater Treatment Facility into the Rio de Flag near what is commonly known as “the I-40 wetlands;”

d. A weekly hourly average of 50 GPM (of the 200 GPM commitment) into Frances Short Pond, when available to maintain sufficient water levels during summer months;

e. The granting of public access adjacent to the release point of the effluent/reclaimed water at Wildcat Hill Wastewater Treatment Facility for a Watchable Wildlife open space park;

f. The provision of an annual report of effluent/reclaimed water rates upon request of the Arizona Game and Fish Department;

g. the responsibly to obtain permits including the Arizona Pollution Discharge Elimination System permit and meeting all monitoring requirements.

h. the commitment that the City will not convey any ownership interest in the 200 GPM of effluent/reclaimed water on any basis.

i. The willingness of the City to consider providing additional effluent/reclaimed water or reclaimed water release points/outfalls for the purposes of preserving and enhancing riparian and wildlife areas, to be designated subject to advanced water purification technological options, regulations, and availability.

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 7th day of October, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Bow and Arrow Park Agreement

A2010-0430.6

BOW AND ARROW PARK
AGREEMENT
BETWEEN THE ARIZONA GAME AND FISH COMMISSION
AND THE CITY OF FLAGSTAFF

This Agreement ("Agreement") is entered into between the Arizona Game and Fish Commission ("Commission") or ("Seller") and the City of Flagstaff ("City") or ("Buyer") (collectively "Parties" and singularly "Party"). The terms "Department" and "Director" shall refer to the Arizona Game and Fish Department and its Director acting as administrative agents for the Commission.

WHEREAS, the Commission is authorized to enter into this Agreement pursuant to Arizona Revised Statute ("A.R.S.") § 17-241(B), and the City is authorized to enter into this Agreement pursuant to Article 1, Section 3 and Article VII, Section 5 of the Charter of the City of Flagstaff ("Charter");

WHEREAS, the Commission has statewide responsibility for managing, conserving and enhancing wildlife habitat as well as securing access to public lands;

WHEREAS, the Arizona Game and Fish Department ("Department") acts under the authority of the Commission;

WHEREAS, the City is an Arizona municipal corporation and has all necessary powers, express and implied, under state law and under its Charter to operate parks, sewer, waterworks, wastewater effluent reclamation facilities, and other facilities;

WHEREAS, the Parties recognize and encourage a continued commitment to conservation and enhancement of the riparian and wetland resources of the State of Arizona as well as the promotion of public, wildlife-based recreation opportunities; and

WHEREAS, the City has leased approximately three (3.0) acres of Commission-owned Real Property, commonly known as Bow and Arrow Park, for the past forty two (42) years, and the Parties have determined that it is in their mutual best interests for the Commission to transfer title to this Real Property to the City in exchange for the City's agreement to discharge 200 gallons per minute of wastewater effluent in the form of Class A reclaimed wastewater into the Rio de Flag and Francis Short Pond for wildlife habitat enhancement purposes as set forth in, and during the term of, this Agreement;

NOW, THEREFORE, it is the understanding of the Parties that:

1. The Commission agrees:
   A. To transfer title of approximately 3.0 acres of Commission-owned Real Property ("Real Property") described in Exhibit "A" and illustrated in Exhibit "B" attached herein known as Bow and Arrow Park, located at 3701 Cochise Drive, Flagstaff, AZ, to the City of Flagstaff.

2. The City agrees:
   A. To commit to, for a term of twenty (20) years beginning as of the date the Agreement is signed by the Parties, a weekly hourly average of 200 gallons per minute of reclaimed

wastewater discharge under the following terms at the following locations illustrated in Exhibit "C":

i. Release a minimum of a weekly hourly average of 100 gallons per minute of reclaimed wastewater from the Wildcat Hill Wastewater Treatment Facility into the Rio de Flag for the purposes of wildlife habitat enhancement. The legal description for the discharge site is the SE¼ of SW ¼ of Section 4, T21N, R8E Gila and Salt River Base and Meridian, Coconino County, Arizona.

ii. Release a minimum of a weekly hourly average of 100 gallons per minute of reclaimed wastewater from the Rio de Flag Wastewater Treatment Facility into the Rio de Flag for the purposes of wildlife habitat enhancement. The legal description for the discharge site is the E½ of SE¼ of Section 22, T21N, R7E Gila and Salt River Base and Meridian, Coconino County, Arizona.

iii. Release a weekly hourly average of 50 gallons per minute (of the 200 gallons per minute total commitment) or more of reclaimed wastewater into Francis Short Pond (SW¼ of NE¼ of Section 16, T21N, R7E Gila and Salt River Base and Meridian, Coconino County, Arizona) when available to maintain sufficient water levels during summer months.

B. To grant public access to 3.0 acres of a 30-acre City property adjacent to the reclaimed wastewater discharge point at the Wildcat Hill Wastewater Treatment Facility (SE¼ of SW¼ of Section 4, Township 21 North, Range 8 East) for a Watchable Wildlife open space park and adjacent to the access road to the Wildcat Hill Wastewater Treatment Plant, as illustrated in Exhibit "D".

C. To provide the Department, upon request, with a quarterly report as evidence of discharge rates at the sites identified in Section 2.A above. A report form is attached to the Agreement as Exhibit "E".

D. To be responsible for obtaining Arizona Pollution Discharge Elimination System permits and any other permits required by state or federal law to discharge reclaimed the wastewater and to fulfill all monitoring requirements imposed under the terms of those permits.

E. The Class A reclaimed wastewater to be discharged by the City under this Agreement consists of sewage effluent that has completed its passage through a wastewater treatment process and meets the standards for the specific reuses contained in Section R18-9-703 of the Arizona Administrative Code. The City owns all of the right, title and interest in and to the reclaimed wastewater, and discharge of the reclaimed wastewater at the locations specified above does not and shall not be construed as an abandonment or relinquishment by the City of the reclaimed wastewater on any basis, and by discharging reclaimed wastewater pursuant to this Agreement, the City does not convey any ownership interest in the reclaimed wastewater to the Commission.

3. The Parties mutually agree:

A. To evaluate the feasibility of adding future reclaimed wastewater discharge sites around the City for future stream restoration projects.

B. To evaluate the feasibility of redirecting reclaimed wastewater discharge from the Rio de Flag Wastewater Treatment Facility to a larger wetland area.

C. To evaluate the feasibility of and allow the reintroduction of native, warm water fishes into the Rio de Flag for refuge habitat as well as mosquito abatement.

4. Disposition of Real Property by State Agency. The conveyance of the Real Property is subject to A.R.S. § 37-803. By signing this Agreement, the Director has determined that the Commission may transfer the Real Property to the City without a public sale because the transfer is in the public interest and the Real Property will be used by the City for specific purposes in the public interest, including as a public playground and a bus stop. The Director has further determined that the value of the reclaimed wastewater (identified in Exhibit "F") the City shall discharge pursuant to the terms of this Agreement is commensurate with the appraised value of the Real Property as set forth in Section 7, below. During the term of this Agreement, delivery of this reclaimed wastewater will restore and enhance riparian wildlife habitat in an urban greenway and provide watchable wildlife recreation opportunities at 3 urban sites in the City of Flagstaff. In addition, during the term of this Agreement the Department's valuable urban youth fishery at Frances Short Pond will be maintained during the hot summer months when water depths are reduced and oxygen levels are depleted, and native, warm water fishes may be introduced into the Rio de Flag.

5. Termination of Permit Agreement. The Real Property is currently subject to a Permit Agreement ("Permit"), attached hereto as Exhibit "G", executed by the City and Commission on August 14, 2008 for a 10-year lease and use of the Real Property by the City as a playground and bus stop for school children. The Permit will be automatically terminated by written notice provided by the Parties at Close of Escrow to the Escrow Agent.

6. Ownership Interest of Seller. Seller presently owns the Real Property described in Exhibit A attached hereto consisting of approximately 3.0 acres, more or less, located in Coconino County, Arizona, together with all rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from such Real Property including without limitation ditches, ditch rights appurtenant to such Real Property, and all right, title and interest of the Seller in the roads and paths adjoining or passing through such Real Property.

7. Real Property Appraised Value. The Parties acknowledge that Frank Strickler, Certified General Real Estate Appraiser, prepared an "Appraisal Report" dated August 12, 2008 for the Real Property (the "Appraisal") and agree that the Appraisal valued the Real Property at Seven Hundred Fifty Eight and no/100 Thousand Dollars ($758,000.00) (the "Appraised Value"). The Parties agree that the value of the Real Property is now and shall be at Close of Escrow the Appraised Value.

8. Title to Real Property. Seller covenants to convey to Buyer good and marketable fee simple title to the Real Property by warranty deed, free and clear of all liens, encumbrances, easements, restrictions, conditions, defects and burdens, subject, however, to the permitted encumbrances and exceptions that the Buyer agrees to. Close of Escrow shall be conditioned upon the Title Company (as such term is hereinafter defined) issuing or committing to issue Buyer a standard coverage of title insurance in the amount of the Appraised Value insuring fee title in the Real Property vested in Buyer free and clear of all matters except the Permitted Exceptions, and any lien for current Real Property taxes not yet due and payable and those matters excluded from coverage by the standard exceptions and exclusions contained in the form of title insurance policy required hereby.

9. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

   A. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") and any related regulations.

B. Seller is the sole owner of the Real Property and has full authority to enter into this Agreement and to convey fee title to Buyer.

C. There are no claims, actions, suits, agency proceedings, quasi-legal or administrative challenges concerning the Real Property or the operation of the Real Property, or any condition existing thereon or other proceedings including but not limited to condemnation proceedings pending, or to Seller's actual knowledge, threatened by any governmental department or agency or any other corporation, partnership, utility, entity or person whomsoever, that in any manner or to any event may adversely affect the value of the Real Property or the Buyer's right, title, use of interest in and to the Real Property.

D. Other than the Permit described in Section 5, above, no other person is in possession of the Real Property or claims any rights in the Real Property which are adverse to the rights of the Seller.

E. The Seller has legal access (ingress and egress) to all portions of the Real Property, and the Seller knows of no disputes or disagreements with any person with regard to access to or over the Real Property.

F. The Seller has not severed, leased, conveyed, or otherwise transferred any interest in the mineral rights to the Real Property, including any rights to sand, gravel, and rocks.

G. Seller represents and warrants that neither Seller, nor to Seller's actual knowledge without any duty of investigation, any other person has ever caused or permitted any Hazardous Material to be placed, held, located, released or disposed of on, under, or at the Real Property or any part thereof, or from the Real Property or any part thereof into the atmosphere or any watercourse, body of water, or wetlands, and neither the Real Property nor any part thereof nor any adjoining real property has ever been used (whether by Seller, or to the best of Seller's knowledge, by any other person) as a treatment, storage, or disposal site (whether permanent or temporary) for any Hazardous Material. For purposes of this Agreement, "Hazardous Material" means and includes any petroleum product and any hazardous substance or pollutant or contaminant defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereinafter in effect, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material. The Real Property does not contain and never has contained any underground tanks.

H. To Seller's actual knowledge without any duty of investigation, the Real Property (including underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, have been and are currently in compliance with all applicable Environmental Laws.

I. To Seller's actual knowledge without any duty of investigation, the Real Property has never been used as a dump or a landfill site.

J. All required governmental permits and licenses with respect to the ownership and operation of the Real Property are in effect, and Seller is in compliance therewith.

K. To Seller's actual knowledge without any duty of investigation, no environmental or public health or safety hazards currently exist with respect to the Real Property or the business or operations conducted thereon.

L. To Seller's actual knowledge without any duty of investigation, there are no underground or above ground storage tanks (including petroleum storage tanks) or oil wells on or under the Real Property.

M. Seller is not subject to any commitment, obligation, or agreement, including but not limited to, any right of first refusal, redemption rights, option to purchase, management or leasing agreement in favor of a third party.

N. No federal, state, or local taxing authority has asserted any tax deficiency, lien, or assessment against the Real Property or Seller which has not been paid or which is not reflected in the commitment for title insurance.

O. All representations and warranties made in this Agreement are true as of the date hereof and shall be true at the Close of Escrow date and shall survive the Close of Escrow. Seller shall make available to Buyer copies of all due diligence materials it acquires or has acquired as a result of its own investigations into the Real Property.

10. Water Quality Representations, Disclaimer of City and Acknowledgement of Commission; Force Majeure. The City agrees to provide reclaimed wastewater that meets the quality requirements of the Reclaimed Water Reuse Permit issued by the Arizona Department of Water Quality to the City of Flagstaff, a copy of which is designated Exhibit "H" and attached hereto. The City represents that upon the effective date of this Agreement the City is in compliance and shall remain in compliance with all regulatory and health and water laws, rules and regulations applicable to the reclaimed wastewater discharge. However, the Commission acknowledges and agrees that the reclaimed wastewater to be provided by the City under this Agreement is not intended or offered for potable use or for any uses other than as expressly set forth in this Agreement.

If the reclaimed wastewater supply to the Commission is discontinued, curtailed, delayed, interrupted or apportioned as a result of a force majeure event, the City shall not be deemed to be in default for the duration of the force majeure event. As defined in this Agreement, the term "force majeure event" shall mean the following: Act of God; fire; earthquake; flood; explosion; sudden action of the elements; period of extreme drought; war; acts of terrorism; sabotage; malicious mischief; inability to supply reclaimed wastewater because of inability to obtain labor, equipment, facilities, sources of energy, materials or supplies in the open market; failure of transportation; strikes; lockouts; action of labor unions; condemnation; requisition; order of government or civil or military authorities; bankruptcy proceedings; inability to obtain government permits or approvals; or any other cause beyond the City's control, whether similar or dissimilar to the foregoing. The term "period of extreme drought" as used herein means "a period of time when Upper Lake Mary contains less than nine percent (9%) of its storage capacity and the potable water demand exceeds the safe potable water production capacity for at least five (5) days."

11. Survival of Warranties.

A. Subject to the provisions of Section 11(B) through 11(D), Seller's representations and warranties contained in Section 9 and elsewhere in this Agreement are required to be operative after delivery of Seller's Deed to the Real Property in order to be fully effective and shall be so operative, and shall survive and be deemed not to have merged in the Deed.

B. Either Party shall promptly notify the other in writing (a "Default Notice") if it acquires information prior to Close of Escrow that (i) any warranty of Seller in this Agreement including Exhibits is, or will on Close of Escrow be, untrue or (ii) Seller is or will on Close of Escrow be in default under any Seller's representations and warranties.

C. Seller shall promptly notify Buyer (a "Change Notice") of any change in circumstance which would cause (a) any warranty which is made by Seller, or (b) any warranty of the status of any item given as of a date earlier than Close of Escrow, to be untrue as of Close of Escrow, which Change Notice shall specify what action, if any, Seller intends to take as a result of such change, and state specifically that it is given under this Section. Upon receipt of the Change Notice, Buyer may elect to proceed with the transaction on the terms and conditions stated in the Change Notice or terminate this Agreement. If Buyer fails by notice to Seller to elect to proceed within twenty (20) days after receipt of the Change Notice, Buyer shall be deemed to have elected to proceed with the transaction.

D. As a condition precedent to any claim by Buyer for breach of Seller's warranties, Buyer shall give notice of such breach to Seller within one (1) year after Close of Escrow.

12. Title Company.

A. If not previously completed, an escrow shall be opened by the Buyer with Fidelity National Title Insurance Agency, 123 W. Birch Avenue, Flagstaff, Arizona 86001 ("Title Company").

B. This Agreement shall serve as the escrow instructions to the Title Company designated herein. Supplemental escrow instructions, if required, shall remain subordinate to the terms of this Agreement.

13. Close of Escrow. Close of Escrow shall be within one hundred eighty (180) days from the date of execution of this Agreement. Close of Escrow is contingent upon approval of the Governor of Arizona and the Arizona State Land Commissioner pursuant to A.R.S. § 17-241. In the event that the Governor of Arizona or the Arizona State Land Commissioner does not approve this transaction, this Agreement shall automatically terminate, with either Party owing no obligation to the other Party under this Agreement ("Close of Escrow").

14. Brokers. The Parties each represent and warrant to the other that they have not dealt in this transaction with any brokers.

15. Indemnification. The City shall indemnify and hold harmless the State of Arizona, the Commission, the Department, and their Commissioners, employees, agents, and volunteers from any and all claims, demands, liabilities and costs of every kind, including without limitation attorney's fees and litigation expenses arising out of the Class A reclaimed wastewater delivered by the City, including without limitation, the environmental quality of said reclaimed wastewater, or arising out of the acts or conduct of any of the City's agents, employees, or representatives or members of the general public except that the City does not indemnify and hold harmless the

State of Arizona, the Commission, the Department, and their Commissioners, employees, agents, and volunteers for claims, demands, liabilities and costs of any kind to the extent that the acts or conduct of the State's agents, employees or representatives contributed to such claims, liabilities, and costs.

16. Possession and Title. Possession and title shall pass from Seller to the Buyer at the Close of Escrow.

17. Form of Deed. Title to the Real Property shall be conveyed by warranty deed (the "Deed"). The title shall be in the name of the City of Flagstaff, an Arizona municipal corporation.

18. Entire Agreement. This Agreement, together with its attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior written or oral agreement between the Parties.

19. Amendments. This Agreement can be modified only by a written amendment signed by both Parties.

20. Conditions Precedent. The Buyer's obligations to consummate this transaction and fulfill the obligations under this Agreement are subject to satisfaction of the following conditions precedent:

    A. Title Insurance. Seller shall, within forty-five (45) days of execution of the Agreement by both Parties, cause Title Company to deliver to Buyer a copy of the preliminary commitment for title insurance ("Preliminary Title Commitment") covering the Real Property that it has received from the current owner of the Real Property, together with a full and complete legible copy of all recorded items or exceptions disclosed therein. Seller covenants and agrees to remove on or before Close of Escrow any (i) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases, financing statements (except tenant financing statements not affecting Seller's fee title) and any other liens or encumbrances for liabilities or obligations to other persons or entities, (ii) exceptions for the payment of real estate, sales, conveyance or stamp taxes, improvement assessments and any delinquent real estate taxes, (iii) exceptions relating to Seller's fee simple title to the Real Property and/or the due authorization, execution and/or delivery of the Deed to Buyer, (iv) any standard or printed exceptions or exclusions from coverage set forth in the Preliminary Title Commitment which are not ordinarily contained in a standard owner's title insurance policy, and (v) any other exceptions to which Buyer objects. Buyer shall, within thirty (30) days of receipt of the Preliminary Title Commitment give notice to Seller of any exceptions to clear title which are disapproved by Buyer, any exceptions not so objected to being hereinafter referred to as "Permitted Exceptions." Upon receipt of Buyer's notice, Seller shall then have thirty (30) days to notify Buyer that the title issues as set forth in Buyer's notice have been cured, will be cured or will not be cured before Close of Escrow, or that Seller is unable to cure the defects. Buyer shall then have twenty (20) days to accept the status of title or terminate the Agreement. If additional exceptions to title are disclosed by Supplemental Reports to the Preliminary Title Commitment, Buyer and Seller shall proceed to review such new title exceptions in accordance with the provisions of this Section; provided however, that Buyer shall have ten (10) business days to review and comment upon such new title exception and Seller shall have five (5) days after notice from Buyer, to give Buyer notice of such exceptions removal or other disposition under this Section. From the date hereof until the Close of Escrow or termination of the Agreement, Seller shall not enter into any restriction, easement,

covenant or contract regarding the Real Property not terminable prior to Close of Escrow.

B. Survey. Seller shall have a period of ninety (90) days after the execution of this Agreement to cause to be prepared, at Seller's cost, a current ALTA survey of the Real Property ("Survey"). Buyer shall have a period of thirty (30) days to object to any matters shown on the Survey and provide such objections to Seller and the Title Company. Upon receipt of Buyer's notice, Seller shall then have thirty (30) days to notify Buyer that the Survey matters as set forth in Buyer's notice have been cured, will be cured or will not be cured before Close of Escrow, or that Seller is unable to cure the matters. Buyer shall then have twenty (20) days to accept the Survey or terminate the Agreement.

C. Condition of Title. Seller shall upon Close of Escrow cause Title Company to issue or commit to issue the Buyer a standard owner's policy of title insurance, or an ALTA extended coverage policy, if requested by Buyer, in the amount of the Purchase Price insuring the fee title in the Real Property vested in Buyer free and clear of all matters except the Permitted Exceptions, the lien of current Real Property taxes not yet due and payable, and those matters excluded from coverage by the standard exceptions and exclusions contained in the form of title insurance policy required hereby. In the event that Buyer requests an ALTA extended coverage policy, Buyer agrees to pay the difference between a standard owner's policy and the extended coverage policy.

D. Inspection. Between the date of execution of this Agreement and Close of Escrow or the earlier termination of this Agreement, subject to any and all rights of current owners and/or tenants in possession of any portion of the Real Property, Buyer and its contractors and consultants shall have the right to go upon the Real Property at reasonable times for the purpose of inspecting each and every part thereof to determine its present condition and, at Buyer's sole cost and expense, to make such investigations as Buyer deems appropriate, including but not limited to surveys, soils tests, engineering studies and environmental tests. Before conducting any invasive or intrusive testing such as borings or test holes, Buyer shall give Seller at least 48 hours prior written notice, and shall coordinate the date and time of such testing to enable Seller's consultants to be present to take duplicate samples and record the methods used by Buyer's consultants.

Buyer shall not permit any lien of any type and attributable to Buyer to be placed against the Real Property or any portion thereof before Close of Escrow. If any such lien is placed against the Real Property before Close of Escrow, Buyer shall either cause the same to be released of record or post a bond equal to the amount of the lien within fifteen (15) days after notice from Seller. In the event that Buyer fails either to cause the lien to be released or post bond within said fifteen (15) day period, then Seller shall have the right to cause the lien to be removed, and Buyer shall reimburse Seller for all costs (including attorneys' fees and costs) incurred in the removal of the lien immediately upon receipt of written demand from Seller accompanied by reasonable evidence of such costs.

Buyer agrees to repair any damage to the Real Property resulting from any activities of Buyer or its agents or consultants on the Real Property before Close of Escrow. Notwithstanding the preceding, Buyer shall not be liable for any Inspection Claim resulting from Buyer's discovery of any pre-existing condition (including but not limited to the existence of any Hazardous Materials (as defined in Section 9), in, on,

under or about the Real Property or any exacerbation of a pre-existing condition, in, on, under or about the Real Property, except to the extent that the exacerbation results from the negligent act or omission of Buyer or its agents or consultants.

21. Close of Escrow and Escrow Costs. Except as otherwise provided in this Agreement, at Close of Escrow all escrow costs shall be divided equally between the Buyer and Seller. The Seller shall pay the premium for the standard owner's title insurance policy, and Buyer shall pay any additional expense associated with extended ALTA coverage.

22. Seller's Warranties and Maintenance of the Real Property. Except as otherwise provided in this Agreement, the Seller shall maintain and repair the Real Property so that, at the time possession is transferred to the Buyer, the Real Property shall be in substantially the same condition as on the date of this Agreement, except as for ordinary wear and tear.

23. Risk of Loss. If there is any loss or damage to the Real Property between the date of this Agreement and the Close of Escrow by any reason including, but not limited to, fire, vandalism, flood, earthquake, act of God, negligence, willfulness or recklessness, the risk of loss shall be on the Seller.

24. Reservations. Pursuant to A.R.S. § 17-241(C), the Commission is required to reserve all mineral rights to transferred lands. The Commission excepts and reserves from this Agreement all minerals rights that may be found in or upon the Real Property or any part thereof.

25. Effective Date and Duration. This Agreement is effective as of the last signature date. The City's commitment to discharge reclaimed wastewater in accordance with the terms of this Agreement expires twenty (20) years from that date, unless this Agreement is renewed as follows: this Agreement may be renewed for an additional twenty (20) year term upon mutual agreement of the Parties, including agreement as to fair compensation payable by the Commission to the City for discharge of the amounts of reclaimed wastewater at the locations set forth in Section 2 of this Agreement or for such amounts and such other discharge locations as mutually agreed by the Parties. Nothing in this Agreement shall be construed to obligate the City to discharge reclaimed wastewater following the expiration or termination of this Agreement or any renewal thereof.

26. Default. Except as set forth in Sections 2 and10, should the City, before the expiration date of this Agreement, cease to discharge the full amount of reclaimed wastewater required under the terms of this Agreement, the City shall be deemed to be in default of this Agreement. In the event of default, the Department shall notify the City in writing, and the City shall have thirty (30) days between the months of April and July and ninety (90) days between the months of August and January to cure the default. If the City does not cure its default as described above, and the default has occurred within years one (1) through five (5) of this Agreement, the City agrees that the Commission, in its sole discretion, shall be entitled to either (1) require the City to specifically perform the reclaimed wastewater discharge requirements set forth in this Agreement, or (2) terminate this Agreement and require the City to return fee simple title of the Real Property to the Commission, at no cost to the Commission. If the City does not cure its default as described above, and the default has occurred during or after year six (6) of this Agreement, the Commission, in its sole discretion, shall be entitled to either (1) require the City to specifically perform the reclaimed wastewater discharge requirements set forth in this Agreement, or (2) terminate this Agreement and require the City to pay monetary damages to the Commission in the amount of Thirty Seven Thousand Nine Hundred and no/100 Dollars ($37,900.00), which amount equals 1/20 of the Appraised Value of the Real Property, for each year remaining on the Agreement as of the date of the City's default, as adjusted by the

Consumer Price Index. Should the City be deemed to be in default of this Agreement, the Commission has no obligation to reimburse the City for the value of the water discharged prior to the City's default.

27. Notices. Except for notice of cancellation of the Permit under Section 5 herein, all notices, requests, demands, consents, approvals and any other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices") shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Party or Parties to receive such notice or via facsimile as follows:

(a) If intended for the Seller to:

Arizona Game & Fish Commission
5000 West Carefree Highway
Phoenix, AZ 85086
Attn: Larry D. Voyles
Title: Director
Phone: (602) 942-3000
Fax: (623) 236-7366

With a copy to:

Arizona Attorney General
1275 W. Washington
Phoenix, AZ 85007
Attn: Shelley D. Cutts
Title: Assistant Attorney General
Phone: (602) 542-8566

(b) If intended for Buyer to:

The City of Flagstaff
211 W. Aspen Avenue
Attn: City Manager
Phone: (928) 779-7604
Fax: (928) 214-2415

With a copy to:

The City of Flagstaff
211 W. Aspen Avenue
Attn: Utilities Director
Phone: (928) 779-7618
Fax: (928) 556-1223

28. Negotiated Agreement. This Agreement is the result of negotiations between the Parties and, accordingly, shall not be construed for or against either Party regardless of which Party drafted this Agreement or any portion thereof.

29. Time. Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays, and State or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

30. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

31. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Arizona. Any arbitration or other action arising out of this Agreement, whether for the enforcement thereof or otherwise, shall be brought in Maricopa County, State of Arizona.

32. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

33. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement in accordance with Arizona law, with each Party to bear its own attorneys' fees and costs.

34. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws, regulations, and executive orders.

35. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

36. No Third Party Beneficiaries. The terms, provisions and conditions of this Agreement are for the sole benefit of, and may be enforced solely by, the Commission and/or the City; and none of any such terms, provisions or conditions are for the benefit of or may be enforced by any third party.

37. Exhibits. The following is a list of the exhibits attached hereto, all of which are incorporated herein by reference as if set forth in full:
    - A. Legal Description of the Real Property
    - B. Bow and Arrow Property Location
    - C. Location of Discharge Sites
    - D. Public Access and Watchable Wildlife Open Space Park
    - E. City Quarterly Water Discharge Report Form
    - F. Class A Reclaimed Wastewater Valuation Letter
    - G. Permit Agreement
    - H. Reclaimed Water Reuse Permit

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

STATE OF ARIZONA
ARIZONA GAME AND FISH COMMISSION

Larry D. Voyles — Date: 1-7-10
Secretary to the Commission
Arizona Game and Fish Department Director

THE CITY OF FLAGSTAFF

By: Sara Presler — Date: 4/30/2010
Its: Mayor

Attest:

Laura Matthews for
City Clerk

Approved as to form:

[illegible] for
City Attorney

EXHIBIT A.

LEGAL DESCRIPTION OF BOW AND ARROW PARK
(REAL PROPERTY) PARK PROPERTY

EXHIBIT "A"

Approximately three (3) acres located in the W½ of the E½ of the W½ of the NW¼ in Section Thirty-Three (33), Township Twenty-One (21) North, Range Seven (7) East, more particularly described as follows:

Lying East of and adjacent of the Lake Mary Road Right-of-Way and commencing from the pin in the center of Lake Mary Road where it intersects the State's eastern boundary, thence north along the boundary line a distance of 800 feet, thence due west a distance of 328 feet to the intersection of the center of Lake Mary Road, thence in southeasterly direction parallel to the center of the road to the point of beginning, all as illustrated on Exhibit B attached hereto and by reference incorporated herein.

EXHIBIT B.

BOW AND ARROW PARK PROPERTY LOCATION

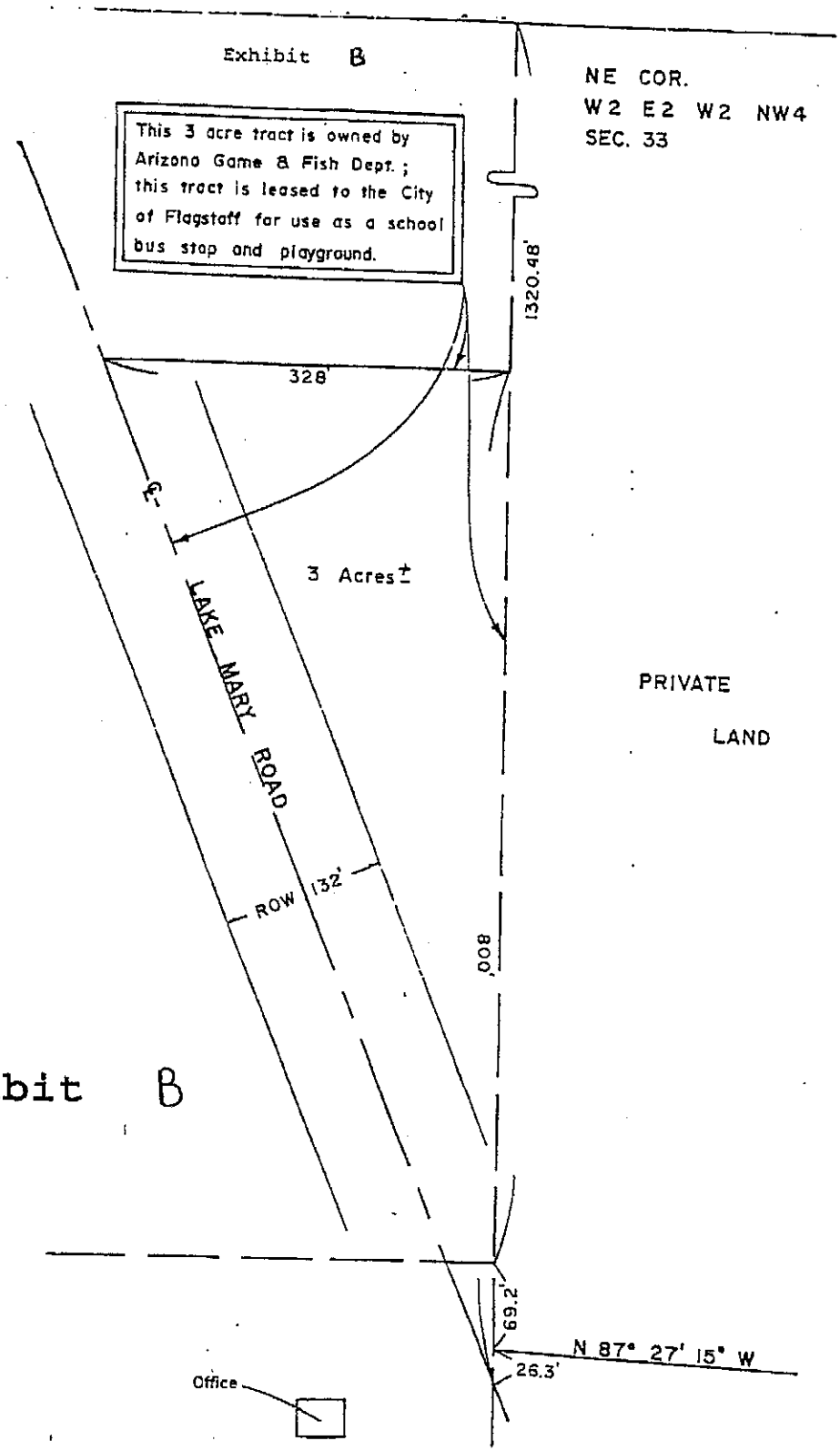
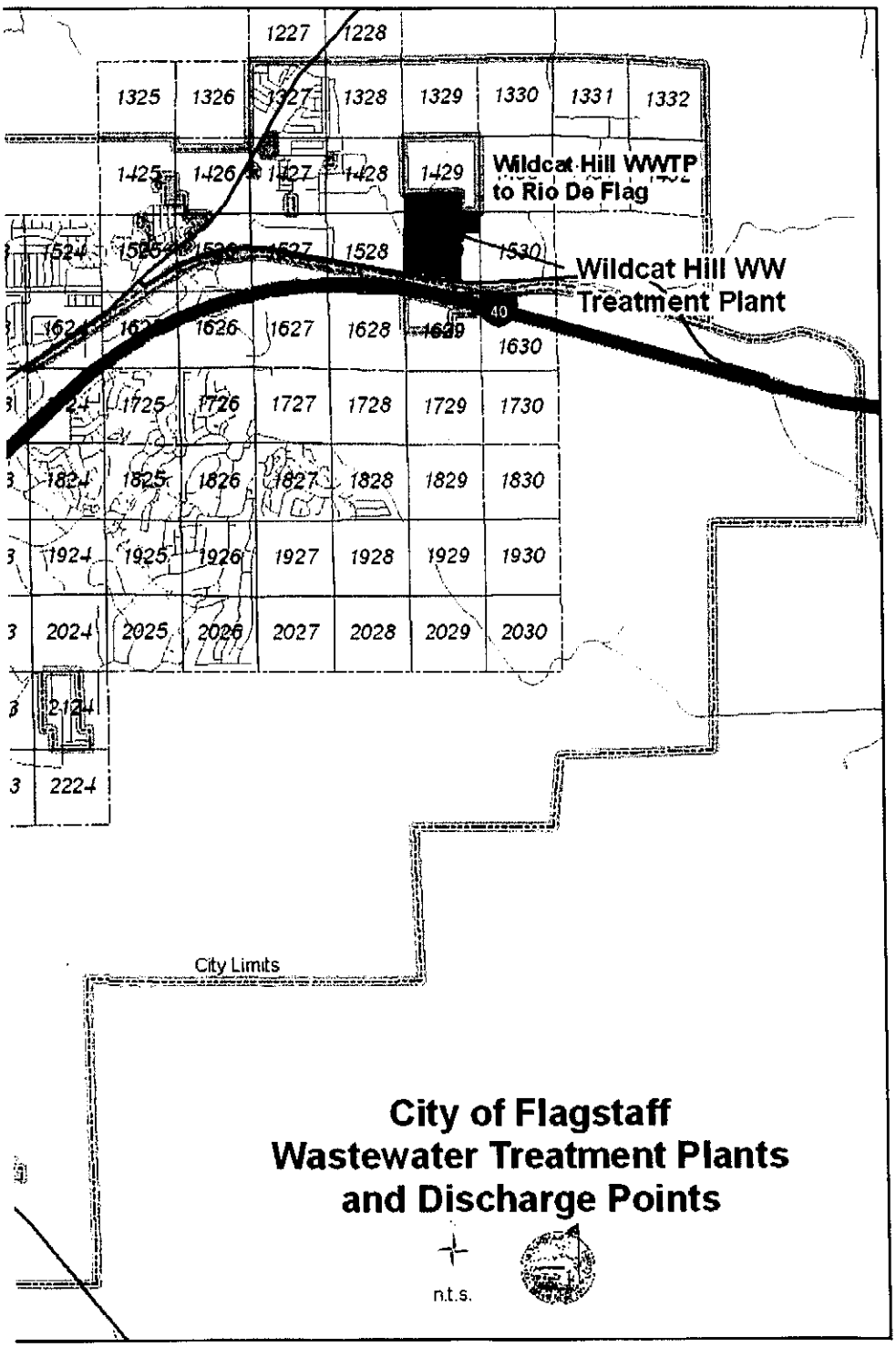


Exhibit B
This 3 acre tract is owned by Arizona Game & Fish Dept.; this tract is leased to the City of Flagstaff for use as a school bus stop and playground.
NE COR.
W2 E2 W2 NW4
SEC. 33
1320.48'
328'
℄
3 Acres±
LAKE MARY ROAD
ROW 132'
800'
PRIVATE
LAND
69.2'
N 87° 27' 15" W
26.3'
Office

Exhibit B

EXHIBIT C.

LOCATION OF DISCHARGE SITES


1227
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Wildcat Hill WWTP
to Rio De Flag
1524
1528
1530
Wildcat Hill WW
Treatment Plant
40
1626
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2030
2124
2224
City Limits
City of Flagstaff
Wastewater Treatment Plants
and Discharge Points
n.t.s.

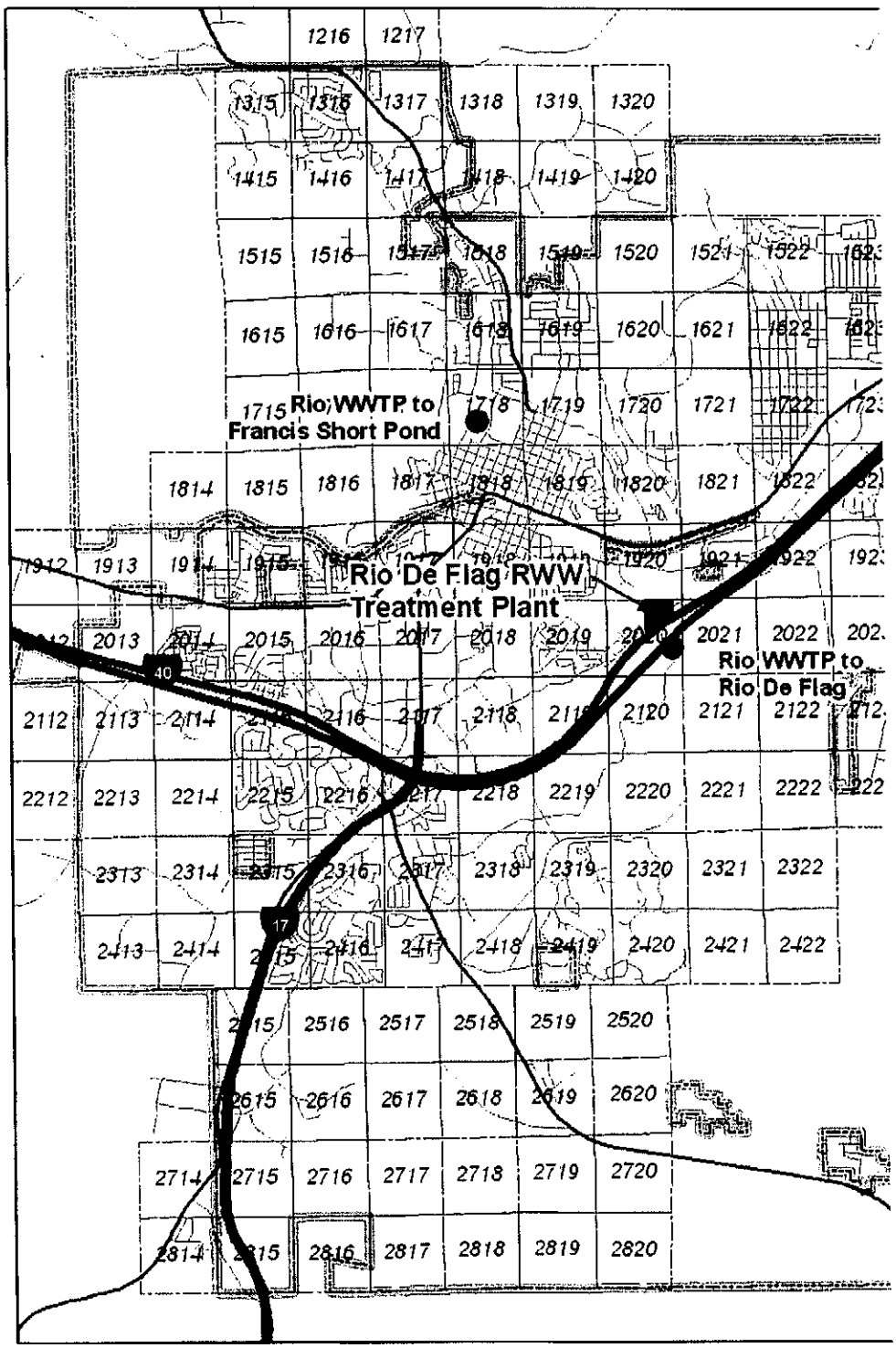
Rio WWTP to
Francis Short Pond
Rio De Flag RWW
Treatment Plant
Rio WWTP to
Rio De Flag
40
17

EXHIBIT D.

PUBLIC ACCESS AND WATCHABLE WILDLIFE
OPEN SPACE PARK

Air de Flag
2000
EL PASO FLAGSTAFF RD
ROUTE 66

EXHIBIT E.

CITY QUARTERLY DISCHARGE REPORT FORM

SELF MONITORING REPORT FORM
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Facility Name:	FLAGSTAFF, CITY OF RIO DE FLAG WRP	Latitude:	35 11 15.1501	Facility ID:	5605
Contact:	PELLATZ, RANDY	Longitude:	111 37 57.2002	LTF#: 37598	INV#
Address:	600 S. BABBITT DRIVE	Section:	22	Lab ID::	N/A
	FLAGSTAFF, AZ 86001	Township:	21	Lab Name:	N/A
		Range:	7	Date Prepared:	7/23//2009
		Quarter:	SECOND QUARTER	Reporting Period:	4/1/2009-6/30/2009

Monitoring Point ID: 16585 Monitoring Name: RIO DE FLAG WWTP - DISCHARGE TO RIO DE FLAG

Sampling/Reporting Frequencies: Daily Monitoring/QUARTERLY

STORET: DFFSP Permit Limit: AL: RSVD DL: RSVD AQL: N/A MIN: 0.000 MAX: 0.313

DAILY FLOW - FRANCIS SHORT POND Method: CONTINUOUS UNITS: MGD

	ANALYZED	RESULTS		ANALYZED	RESULTS		ANALYZED	RESULTS
1	4/1/2009	0.000	1	5/1/2009	0.000	1	6/1/2009	0.000
2	4/2/2009	0.000	2	5/2/2009	0.000	2	6/2/2009	0.000
3	4/3/2009	0.000	3	5/3/2009	0.000	3	6/3/2009	0.000
4	4/4/2009	0.000	4	5/4/2009	0.000	4	6/4/2009	0.000
5	4/5/2009	0.000	5	5/5/2009	0.000	5	6/5/2009	0.000
6	4/6/2009	0.000	6	5/6/2009	0.000	6	6/6/2009	0.000
7	4/7/2009	0.000	7	5/7/2009	0.000	7	6/7/2009	0.000
8	4/8/2009	0.000	8	5/8/2009	0.000	8	6/8/2009	0.156
9	4/9/2009	0.000	9	5/9/2009	0.127	9	6/9/2009	0.142
10	4/10/2009	0.000	10	5/10/2009	0.313	10	6/10/2009	0.000
11	4/11/2009	0.000	11	5/11/2009	0.000	11	6/11/2009	0.000
12	4/12/2009	0.000	12	5/12/2009	0.000	12	6/12/2009	0.000
13	4/13/2009	0.000	13	5/13/2009	0.000	13	6/13/2009	0.000
14	4/14/2009	0.000	14	5/14/2009	0.000	14	6/14/2009	0.000
15	4/15/2009	0.000	15	5/15/2009	0.000	15	6/15/2009	0.000
16	4/16/2009	0.000	16	5/16/2009	0.000	16	6/16/2009	0.000
17	4/17/2009	0.000	17	5/17/2009	0.000	17	6/17/2009	0.000
18	4/18/2009	0.000	18	5/18/2009	0.000	18	6/18/2009	0.000
19	4/19/2009	0.000	19	5/19/2009	0.000	19	6/19/2009	0.000
20	4/20/2009	0.000	20	5/20/2009	0.000	20	6/20/2009	0.000
21	4/21/2009	0.000	21	5/21/2009	0.000	21	6/21/2009	0.000
22	4/22/2009	0.000	22	5/22/2009	0.000	22	6/22/2009	0.000
23	4/23/2009	0.000	23	5/23/2009	0.000	23	6/23/2009	0.000
24	4/24/2009	0.000	24	5/24/2009	0.000	24	6/24/2009	0.000
25	4/25/2009	0.000	25	5/25/2009	0.000	25	6/25/2009	0.000
26	4/26/2009	0.000	26	5/26/2009	0.000	26	6/26/2009	0.000
27	4/27/2009	0.000	27	5/27/2009	0.000	27	6/27/2009	0.000
28	4/28/2009	0.000	28	5/28/2009	0.000	28	6/28/2009	0.000
29	4/29/2009	0.000	29	5/29/2009	0.000	29	6/29/2009	0.000
30	4/30/2009	0.000	30	5/30/2009	0.000	30	6/30/2009	0.197
31			31	5/31/2009	0.000	31		

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINES AND IMPRISONMENT.

SIGNATURE OF PRINCIPLE EXECUTIVE OFFICER OR AUTHORIZED AGENT ---------- DATE----------

SELF MONITORING REPORT FORM
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Facility Name:	FLAGSTAFF, CITY OF RIO DE FLAG WRP	Latitude:	35 11 15.1501	Facility ID:	5605
Contact:	PELLATZ, RANDY	Longitude:	111 37 57.2002	LTF#: 37598	INV#
Address:	600 S. BABBITT DRIVE	Section:	22	Lab ID::	N/A
	FLAGSTAFF, AZ 86001	Township:	21	Lab Name:	N/A
		Range:	7	Date Prepared:	7/23//2009
		Quarter:	SECOND QUARTER	Reporting Period:	4/1/2009-6/30/2009

Monitoring Point ID: 16585 Monitoring Name: RIO DE FLAG WWTP - DISCHARGE TO RIO DE FLAG

Sampling/Reporting Frequencies: Daily Monitoring/QUARTERLY

STORET: DFRDF Permit Limit: AL: RSVD DL: RSVD AQL: N/A MIN: 0.062 MAX: 1.776

DAILY FLOW - RIO DE FLAG Method: CONTINUOUS UNITS: MGD

	ANALYZED	RESULTS		ANALYZED	RESULTS		ANALYZED	RESULTS
1	4/1/2009	1.051	1	5/1/2009	0.952	1	6/1/2009	1.304
2	4/2/2009	0.975	2	5/2/2009	0.436	2	6/2/2009	1.465
3	4/3/2009	1.629	3	5/3/2009	0.329	3	6/3/2009	0.860
4	4/4/2009	1.776	4	5/4/2009	0.192	4	6/4/2009	0.690
5	4/5/2009	0.740	5	5/5/2009	0.158	5	6/5/2009	0.930
6	4/6/2009	1.762	6	5/6/2009	0.156	6	6/6/2009	0.892
7	4/7/2009	1.086	7	5/7/2009	0.292	7	6/7/2009	0.478
8	4/8/2009	1.342	8	5/8/2009	0.167	8	6/8/2009	0.100
9	4/9/2009	0.889	9	5/9/2009	0.167	9	6/9/2009	0.087
10	4/10/2009	1.269	10	5/10/2009	0.519	10	6/10/2009	0.332
11	4/11/2009	1.648	11	5/11/2009	0.139	11	6/11/2009	0.401
12	4/12/2009	1.663	12	5/12/2009	0.128	12	6/12/2009	0.420
13	4/13/2009	1.030	13	5/13/2009	0.133	13	6/13/2009	0.410
14	4/14/2009	0.877	14	5/14/2009	0.234	14	6/14/2009	0.419
15	4/15/2009	0.878	15	5/15/2009	0.138	15	6/15/2009	0.108
16	4/16/2009	1.372	16	5/16/2009	0.081	16	6/16/2009	0.091
17	4/17/2009	1.760	17	5/17/2009	0.105	17	6/17/2009	0.086
18	4/18/2009	1.387	18	5/18/2009	0.146	18	6/18/2009	0.122
19	4/19/2009	1.420	19	5/19/2009	0.135	19	6/19/2009	0.102
20	4/20/2009	0.644	20	5/20/2009	0.134	20	6/20/2009	0.133
21	4/21/2009	0.520	21	5/21/2009	0.155	21	6/21/2009	0.117
22	4/22/2009	0.607	22	5/22/2009	1.736	22	6/22/2009	0.092
23	4/23/2009	0.502	23	5/23/2009	1.770	23	6/23/2009	0.078
24	4/24/2009	0.732	24	5/24/2009	1.401	24	6/24/2009	0.078
25	4/25/2009	0.757	25	5/25/2009	1.503	25	6/25/2009	0.062
26	4/26/2009	0.363	26	5/26/2009	1.604	26	6/26/2009	0.768
27	4/27/2009	0.557	27	5/27/2009	1.403	27	6/27/2009	0.514
28	4/28/2009	0.557	28	5/28/2009	1.403	28	6/28/2009	0.514
29	4/29/2009	0.207	29	5/29/2009	1.393	29	6/29/2009	0.094
30	4/30/2009	0.445	30	5/30/2009	1.300	30	6/30/2009	0.098
31			31	5/31/2009	1.506	31		

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINES AND IMPRISONMENT.

SIGNATURE OF PRINCIPLE EXECUTIVE OFFICER OR AUTHORIZED AGENT_____. DATE_____

SELF MONITORING REPORT FORM
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Facility Name: FLAGSTAFF, CITY OF - WILDCAT HILL WWTI Latitude: 35 12 25.9999 Place ID: 1092
Contact: Lisa Adams Longitude: 111 34 32.9999 LTF#: 37603 Inv.#:
Address: Section: 17 Lab ID:
Range: 8 Date Prepared: 7/9/2009
Quarter: b b c Reporting Period: 2nd Quarter 2009
Monitoring Point ID: 11599 Monitoring Name: FLAGSTAFF, CITY OF - WILDCAT HILL WWTP - DISCH RIO DE FLAG

Sampling/Reporting Frequencies: Daily Monitoring/QUARTERLY

STORET: FLOW3 Permit Limit: AL: DL: AQL: N/A MIN: 0.010 MAX: 3.719
FLOW AZPDES Method: continuous meter UNITS: MGD

	ANALYZED	RESULTS		ANALYZED	RESULTS		ANALYZED	RESULTS
1	4/1/2009	1.743	1	5/1/2009	1.235	1	6/1/2009	1.628
2	4/2/2009	1.551	2	5/2/2009	1.446	2	6/2/2009	2.118
3	4/3/2009	2.469	3	5/3/2009	1.563	3	6/3/2009	1.975
4	4/4/2009	2.979	4	5/4/2009	1.309	4	6/4/2009	2.017
5	4/5/2009	2.899	5	5/5/2009	1.263	5	6/5/2009	1.397
6	4/6/2009	2.985	6	5/6/2009	3.106	6	6/6/2009	1.530
7	4/7/2009	2.531	7	5/7/2009	2.174	7	6/7/2009	2.185
8	4/8/2009	2.673	8	5/8/2009	0.598	8	6/8/2009	1.948
9	4/9/2009	2.599	9	5/9/2009	1.098	9	6/9/2009	1.299
10	4/10/2009	3.165	10	5/10/2009	0.886	10	6/10/2009	0.960
11	4/11/2009	3.565	11	5/11/2009	0.909	11	6/11/2009	0.703
12	4/12/2009	3.365	12	5/12/2009	0.096	12	6/12/2009	0.690
13	4/13/2009	3.011	13	5/13/2009	0.310	13	6/13/2009	0.675
14	4/14/2009	2.470	14	5/14/2009	0.522	14	6/14/2009	0.982
15	4/15/2009	2.799	15	5/15/2009	0.047	15	6/15/2009	0.837
16	4/16/2009	2.597	16	5/16/2009	0.131	16	6/16/2009	0.719
17	4/17/2009	2.554	17	5/17/2009	0.737	17	6/17/2009	1.249
18	4/18/2009	2.575	18	5/18/2009	0.383	18	6/18/2009	1.016
19	4/19/2009	2.781	19	5/19/2009	0.010	19	6/19/2009	1.272
20	4/20/2009	1.787	20	5/20/2009	0.809	20	6/20/2009	1.392
21	4/21/2009	1.715	21	5/21/2009	0.838	21	6/21/2009	1.380
22	4/22/2009	1.722	22	5/22/2009	3.540	22	6/22/2009	0.857
23	4/23/2009	1.721	23	5/23/2009	3.397	23	6/23/2009	1.059
24	4/24/2009	2.305	24	5/24/2009	3.031	24	6/24/2009	0.866
25	4/25/2009	1.389	25	5/25/2009	3.409	25	6/25/2009	0.876
26	4/26/2009	1.638	26	5/26/2009	2.346	26	6/26/2009	1.444
27	4/27/2009	1.293	27	5/27/2009	1.810	27	6/27/2009	1.077
28	4/28/2009	1.679	28	5/28/2009	1.791	28	6/28/2009	1.297
29	4/29/2009	1.489	29	5/29/2009	1.751	29	6/29/2009	1.210
30	4/30/2009	1.184	30	5/30/2009	3.719	30	6/30/2009	1.248
31			31	5/31/2009	2.542	31		

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SIGNATURE OF PRINCIPLE EXECUTIVE OFFICER OR AUTHORIZED AGENT Lisa Adams DATE 7.27.09

EXHIBIT F.

CLASS A RECLAIMED WATER VALUATION LETTER

EXHIBIT E. VALUE OF THE RECLAIMED WATER (PAGE 1 OF 2)

Spreadsheet to determine the costs to provide water to wetlands based on Nau, golf course, and prescott valley rates
prescott valley based on a initial sale of $24,650 per acre of water

based on a 5% rate of return of present worth value and an increase of costs of 2% per year.

	nau low																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
annual cost	100,810	102,826	104,883	106,980	109,120	111,302	113,528	115,799	118,115	120,477	122,887	125,345	127,851	130,408	133,017	135,677	138,391	141,158	143,982	146,861	149,798	152,794
40 year	$2,306,389.98																					
20 year	$1,478,419.16																					
30 year	$1,951,990.00																					
10 year	$845,604.93																					
5 year	$453,388.95																					
	nau high																				
annual cost	216,021	220341.4	224748.2	229243.2	233828.1	238504.6	243274.7	248140.2	253103	258165.1	263328.4	268595	273966.9	279446.2	285035.1	290735.8	296550.6	302481.6	308531.2	314701.8	320995.8	327415.8
40 year	$4,942,254.45																					
20 year	$3,168,034.76																					
30 year	$4,182,827.43																					
10 year	$1,812,006.97																					
5 year	$971,545.81																					
	Golf course																				
annual cost	97,276	99221.52	101206	103230.1	105294.7	107400.6	109548.6	111739.5	113974.3	116253.8	118578.9	120950.5	123369.5	125836.9	128353.6	130920.7	133539.1	136209.9	138934.1	141712.8	144547	147438
40 year	$2,225,537.07																					
20 year	$1,426,591.63																					
30 year	$1,883,560.95																					
10 year	$815,961.37																					
5 year	$437,494.92																					
	prescott valley																				
annual cost	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865
40 year	$6,809,640.81																					
20 year	$4,945,815.11																					
30 year	$6,100,787.78																					
10 year	$3,064,486.33																					
5 year	$1,718,217.76																					

EXHIBIT E. VALUE OF THE RECLAIMED WATER (PAGE 2 OF 2)

23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
155,850	158,967	162,147	165,389	168,697	172,071	175,513	179,023	182,603	186,255	189,981	193,780	197,656	201,609	205,641	209,754	213,949	218,228
333964.1	340643.4	347456.2	354405.3	361493.5	368723.3	376097.8	383619.7	391292.1	399118	407100.3	415242.4	423547.2	432018.1	440658.5	449471.7	458461.1	467630.3
150386.7	153394.5	156462.3	159591.6	162783.4	166039.1	169359.9	172747.1	176202	179726	183320.6	186987	190726.7	194541.3	198432.1	202400.7	206448.7	210577.7
396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865	396865

EXHIBIT G.

PERMIT AGREEMENT (BOW AND ARROW PARK) CITY OF FLAGSTAFF AND ARIZONA STATE GAME AND FISH DEPARTMENT AUTHORIZING USE OF LAND AS PARK

THE STATE OF ARIZONA
GAME AND FISH DEPARTMENT
5000 W. CAREFREE HIGHWAY
PHOENIX, AZ 85086-5000
(602) 942-3000 • WWW.AZGFD.GOV

GOVERNOR
JANET NAPOLITANO
COMMISSIONERS
CHAIRMAN, WILLIAM H. MCLEAN, GOLD CANYON
BOB HERNBRODE, TUCSON
JENNIFER L. MARTIN, PHOENIX
ROBERT R. WOODHOUSE, ROLL
NORMAN W. FREEMAN, CHINO VALLEY
DIRECTOR
LARRY D. VOYLES
DEPUTY DIRECTOR
VACANT
CHIEF OF STAFF
GARY R. HOVATTER

August 26, 2008

Mr. Erik Solberg
City of Flagstaff
Asst. Director, Public Works
211 West Aspen
Flagstaff, Arizona 86001

Re: Bow and Arrow Permit Agreement

Dear Mr. Solberg:

Pursuant to Arizona Revised Statute (A.R.S.) § 17.241.B, please find enclosed for your files, a fully executed Permit Agreement (Agreement) between the Arizona Game and Fish Commission (Commission) and the City of Flagstaff. This Agreement commences on August 14, 2008 and remains effective through August 13, 2018. The Agreement re-authorizes the City of Flagstaff to use the Commission-owned 3-acre Bow and Arrow Park property, south of the Commission's Flagstaff Regional Office, for the purposes of a playground for children and bus stop.

The Agreement states that the lease fee will be $3,790.00 per annum for rental of the leasehold premises with the first installment due and payable as of the 14th day of August, 2008. Each subsequent annual rental payment is due and payable on each anniversary of the commencement date. An invoice for the current year's rental lease period will follow this letter.

For further coordination regarding this Permit Agreement please contact me at (623) 236-7570 or email at jcanaca@azgfd.gov.

Sincerely,

Jorge S. Canaca
Land Resource Program Manager

:jsc

Enclosure: Bow and Arrow Permit Agreement (one original)

cc: Bob Broscheid, Assistant Director, Wildlife Management Division
Ron Sieg, Regional Supervisor, Flagstaff
Josh Avey, Chief, Habitat Branch
Gene Sturla, Land and Water Program Manager, Habitat Branch
Sarah Lantz, Urban Wildlife Planner, Region II, Flagstaff

When Recorded, Send Copy To:	Permit Agreement
Land Resources Program Manager Arizona Game and Fish Commission 5000 West Carefree Highway Phoenix, Arizona 85086	between State of Arizona, Arizona Game and Fish Commission And The City of Flagstaff
FOR: Flagstaff Regional Office - Bow and Arrow Park/Playground for Children and Bus Stop	

HAB-08-0604JSC1 (08/04/08) 3321N07E

Permit Agreement
between
The State of Arizona,
Arizona Game and Fish Commission
and
The City of Flagstaff

THIS PERMIT AGREEMENT (Agreement) is entered into between the Arizona Game and Fish Commission, a state agency, hereafter "Commission," and the City of Flagstaff, an Arizona municipal corporation of the State of Arizona, hereinafter referred to as "City". The terms "Department" and "Director" shall mean the Arizona Game and Fish Department and its Director, acting as administrative agents for the Commission.

WHEREAS the City maintains a portion of Commission property at the Arizona Game and Fish Department's Flagstaff Regional Office, described in Exhibit "A" and illustrated in Exhibit "B" attached hereto, for the purposes of a playground for children and bus stop ("Subject Property");

WHEREAS it is in the best interest of the Commission and the City that the subject property continue to be used for the purposes as stated herein;

WHEREAS this Agreement will authorize the City to continue their occupancy of the subject property as described below for the continuous and sole use as a playground for children and bus stop; and

WHEREAS, the Commission may enter into this Agreement pursuant to Arizona Revised Statutes (A.R.S.) § 17-231(B)(7), and the City may enter into this Agreement in accordance with Article 1, Section 3, of the Flagstaff City Charter.

NOW THEREFORE, under the terms and conditions described herein, and in consideration of fees as determined through a current appraisal of market value, the Commission hereby grants a permit to the City for the use of the Subject Property.

1. **Terms and Conditions.**
   A. Purpose: The City may use the Subject Property as a playground for children and bus stop only. As stated below, the City may construct temporary improvements, at City's expense, appropriate for these approved uses, provided it shall first obtain written approval from the Department. The City agrees to conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation,

drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. The City shall take such other soil and resource conservation and protection measures on the subject property as determined necessary by the Commission.

B. Compliance with Applicable Laws: The City agrees that in its use of the Subject Property, the City shall comply with all applicable laws, rules, regulations, and ordinances of every governmental body or agency whose authority extends to the premises or to any activities conducted upon the subject easement whether or not said laws, rules, regulations and ordinances are mentioned herein. The City further acknowledges and agrees that the City bears sole responsibility for determining which laws, rules, regulations, and ordinances apply to its activities with respect to the Subject Property.

C. Term of Agreement: The term of this Agreement will be for a period often (10) years commencing August 14, 2008 and terminating August 13, 2018

D. Amendment: This Agreement may be modified only by written amendment signed by all parties. Upon termination of the initial term of this Agreement, the Agreement may be renewed for additional periods often (10) years at the option of the Commission. Any such renewal is subject to any additional terms and conditions as may be required by the Commission.

E. Rental Rate: The City shall pay the Department the sum of THREE THOUSAND AND SEVEN HUNDRED AND NINETY DOLLARS ($3,790.00) per annum for rental of the premises. Annual rental payment shall be due and payable on each anniversary of the effective date (August 14, 2008) of this Agreement. If an annual payment is tendered to the Department and, thereafter, the City terminates this Agreement, the Department will reimburse the City a prorated amount based upon the months the City leased the property and the per annum rental rate. If the City terminates this Agreement pursuant to Section 5, prior to tendering an annual payment, monthly payments shall be prorated from the agreed per annum rental rate and shall be due to the Department thirty (30) days after the City receives an invoice from the Department.

3. Indemnification. The City shall indemnify and hold harmless the State of Arizona, the Commission, the Department, and their Commissioners, employees, agents, and volunteers from any and all claims, demands, liabilities and costs of every kind, including without limitation attorney's fees and litigation expenses arising out of the use, maintenance and occupancy of the Subject Property by the City or arising out of the acts or conduct of any of the City's agents, employees, or representatives or members of the general public except that the City does not indemnify and hold harmless the State of Arizona and its employees and agents for claims, demands, liabilities and costs of any kind arising out of the acts or conduct of the State's agents, employees or representatives.

4. **Notices.** That any notices to or demand upon either party hereto by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If intended for Commission, to:
Larry D. Voyles, Director
Arizona Game and Fish Department
5000 West Carefree Highway

(b) If intended for City, to:
Erik Solberg, Asst. Director
Public Works
City of Flagstaff

Phoenix, Arizona 85086 **211 West Aspen**
Flagstaff, Arizona 86001

Or to such other address as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.

5. **Termination.** It is understood and agreed that if the Commission's interest or right to the Subject Property is involuntarily terminated prior to the expiration of this Agreement, then this Agreement is automatically terminated along with any and all of the Commission's liabilities or obligations hereunder provided, however, that a voluntary sale or disposition of the Subject Property to a third party by the Commission shall be subject to this Agreement and the provisions contained herein. In addition to the foregoing, the Commission or the City may terminate this agreement at any time upon 30 days written notice to the other party, at which time the parties will agree upon the termination date.

6. **National Environmental Policy Act.** The City agrees to comply with the National Environmental Policy Act of 1969 and obtain all necessary federal, state, or local approvals/permits for construction and management of the projects contemplated herein before any improvements or other lawful development begins.

7. **Cultural Resources.** Pursuant to A.R.S. § 41-844, the City, or its guests or invitees, shall report to the Department and to the Arizona State Museum any archaeological or paleontological site or object that is discovered on the Subject Property whose use by the City, or its guests or invitees, is authorized under this Agreement and immediately cease land-disturbing activities.

8. **Native Plants.** If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Agreement, the City must previously acquire the written permission of the Arizona Commission of Agriculture and Horticulture to remove such plants.

9. **Enforcement of Conditions.** The failure of the Commission to require strict performance of the terms, covenants, agreements, and conditions of this Agreement shall not constitute a waiver or relinquishment of the right of the Commission to thereafter strictly enforce such terms, covenants, agreements, or conditions, which shall at all times continue in full force and effect.

10. **State Nondiscrimination Orders.** In the event that it applies, the parties agree to comply with the Governor's Executive Order No. 99-4; amending 75-5, entitled "Prohibition of discrimination in State Contracts - Non-Discrimination in Employment by Government Contractors and Subcontractors," the terms of which are incorporated herein by reference.

11. **Arbitration.** To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising out of this Agreement, with each party to bear its own attorneys' fees and costs.

12. **Cancellation Due to Conflict of Interest.** All parties are hereby put on notice that, in the event of an illegal conflict of interest, this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the terms of which are incorporated herein by reference.

13. **Clause Numbers and Headings.** Clause numbers and headings are for convenience only

and are not to be construed as part of this Agreement.

14. Authorization. IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.

STATE OF ARIZONA
ARIZONA GAME AND FISH COMMISSION

By: Larry D Voyles Date: 8/25/08
Larry D. Voyles
Secretary to the Commission and Director
Arizona Game and Fish Department

THE CITY OF FLAGSTAFF

By: Kevin Burke Date: 8/14/08
Kevin Burke, City of Flagstaff City Manager

ATTEST:

By: Laura Mathews for Date: 8/14/08
Margie Brown, City Clerk

APPROVED AS TO FORM:

By: Michelle J Andrea Date: 8/13/08
for : Patricia J. Boomsma, City Attorney

EXHIBIT "A"

Approximately three (3) acres located in the W½ of the E½ of the W½ of the NW¼ in Section Thirty-Three (33), Township Twenty-One (21) North, Range Seven (7) East, more particularly described as follows:

Lying East of and adjacent of the Lake Mary Road Right-of-Way and commencing from the pin in the center of Lake Mary Road where it intersects the State's eastern boundary, thence north along the boundary line a distance of 800 feet, thence due west a distance of 328 feet to the intersection of the center of Lake Mary Road, thence in southeasterly direction parallel to the center of the road to the point of beginning, all as illustrated on Exhibit B attached hereto and by reference incorporated herein.

EXHIBIT "B"

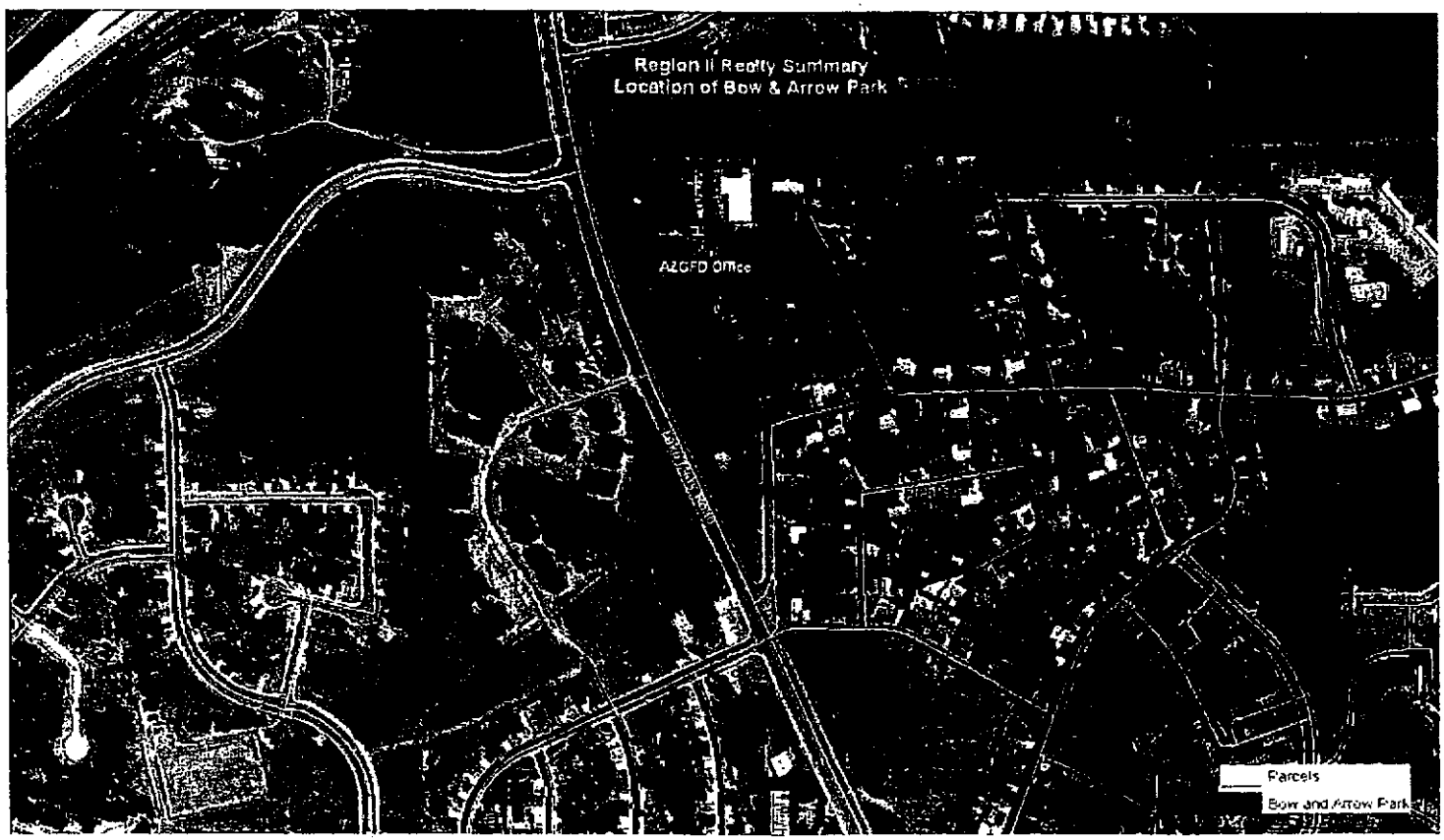
Region II Realty Summary
Location of Bow & Arrow Park
AZGFD Office
Parcels
Bow and Arrow Park

EXHIBIT H.

RECLAIMED WATER USE PERMIT

Janice K. Brewer
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street Phoenix, Arizona 85007
(602) 771-2300 www.azdeq.gov

Benjamin H. Grumbles
Director

July 30, 2009

City of Flagstaff
Attn: Kevin Burke, City Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: Flagstaff, City of
Type 3 Agent Reclaimed Water General Permit - Issued on July 30, 2009
ADEQ Inventory No. R106143, LTF No. 50538

Dear Mr. Burke:

The Arizona Department of Environmental Quality has processed your application for a Type 3 Agent Reclaimed Water General Permit for allowable beneficial uses for Class A+ reclaimed water as supplied by the City of Flagstaff Rio de Flag and Wildcat Hill wastewater treatment facilities. Enclosed please find the letter of Verification of Conformance, which was signed on July 30, 2009. This authorization to operate under the reclaimed water rules will expire on July 29, 2014. If you wish to continue to use reclaimed water under this authorization beyond this date, you must submit a Notice of Intent at least 90 days prior to expiration (by April 29, 2014).

If you have any questions regarding this general permit authorization, please feel free to contact me at (602) 771-4464.

Sincerely,

Marcy Mullins

Marcy Mullins, Reclaimed Water Program Coordinator
APP and Reuse Unit, ADEQ

Enclosures: 1. Letter of Verification of Conformance
2. Reclaimed Water Rules (A.A.C. R18-9 Articles 6 and 7)

cc: Lynne Dekarske, Environmental Program Specialist - Groundwater Section, ADEQ
Robert E. Olberding, Manager - Field Services, Southern Regional Office, ADEQ
John Davison, Program Assistant - Utilities Department, City of Flagstaff
Larry Lemke, Plants Manager - Utilities Department, City of Flagstaff

WWR09:367

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

VERIFICATION OF GENERAL PERMIT CONFORMANCE AND AUTHORIZATION TO OPERATE UNDER A TYPE 3 AGENT RECLAIMED WATER GENERAL PERMIT

ADEQ Inventory No. R106143, LTF No. 50538

Permittee: **City of Flagstaff**
Attention: Kevin Burke, City Manager
Address: 211 West Aspen Avenue, Flagstaff, Arizona 86001

Reclaimed Water Sources:

1. **City of Flagstaff Rio de Flag Water Reclamation Plant (Class A+), APP No. 102421**
   Address: 600 S. Babbitt Way, Flagstaff, Arizona 86001 (Coconino County)
2. **City of Flagstaff Wildcat Hill Wastewater Treatment Plant (Class A+), APP No. 100760**
   Address: 2800 N. El Paso Flagstaff Road, Flagstaff, Arizona 86004 (Coconino County)

Determination based on:
Notice of Intent (NOI) to Operate and attachments received by ADEQ on July 29, 2009

✓ **Verification of Conformance.** Your NOI and supplemental documentation satisfy the requirements in Arizona Administrative Code (A.A.C.) R18-9 Article 7. This Verification of General Permit Conformance is being recorded as number **R106143**. Permittee must comply with all operation requirements specified in A.A.C. R18-9-718. The renewal date for this authorization is **FIVE YEARS** from the date of activation, or **July 29, 2014.** If you wish to renew this authorization prior to the expiration date, an NOI must be submitted at least 90 days before this Verification of General Permit Conformance expires (see A.A.C. R18-9-709).

Permittee is responsible for the direct reuse of Class A+ reclaimed water by end-users as included in the Notice of Intent and supplemental documentation. Permittee shall maintain a contractual agreement with each end-user stipulating any end-user responsibilities for the use of reclaimed water.

Pursuant to A.A.C. R18-9-718(E), Permittee shall record and annually report the following information to the ADEQ Water Quality Compliance Section (1110 W. Washington Street, Mail Code 5415B-1, Phoenix, Arizona, 85007), on or before each anniversary date of this verification approval:

1. The total volume of reclaimed water delivered by the Permittee for beneficial use;
2. Any change in the information submitted under A.A.C. R18-9-718(C).

This authorization may be revoked and an individual permit required in the event the permittee fails to comply with the terms of the general permit described in the Arizona Administrative Code or if the reuse activities cause or contribute to, or have the potential to cause or contribute to the violation of an Aquifer Water Quality Standard.

Authorizing Signature

Michele Robertson — 1-30-09

Michele Robertson, Manager
Groundwater Section
Water Quality Division

Date

WWR09:366

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: Christine Cameron

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-50: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) between the State of Arizona through the Arizona Department of Transportation and City of Flagstaff for the Arizona State Match Advantage for Rural Transportation (AZ SMART) Match Reimbursement for the Downtown Mile Safety and Connectivity Improvement Project.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-50 by title only
2. City Clerk reads Resolution No. 2025-50 by title only (if approved above)
3. Adopt Resolution No. 2025-50

Executive Summary:

In 2022, the City of Flagstaff partnered with BNSF Railway on a U.S. Department of Transportation, INFRA grant for the Downtown Mile Safety and Connectivity Improvement project in the amount of $32,460,000 with a total grant construction award of $56,300,000. The grant was awarded by the Department of Transportation and the City of Flagstaff assumed responsibility to pay $12,840,000 in match. City staff then applied to the AZ SMART Fund through the Arizona Department of Transportation (ADOT) to cover $3,000,000 of our $12,840,000 local match. This project was reviewed and approved by both the ADOT Priority Planning Advisory Committee and the State Transportation Board. This funding was awarded in July 2022 and will cover a portion of the City's match responsibility for the Downtown Mile Safety and Connectivity Improvement project. This resolution will authorize the City of Flagstaff to enter into the IGA.

Financial Impact:

Project Name: Downtown Mile Safety and Connectivity Improvement project INFRA grant funding:

U.S. Department of Transportation - $32,460,000 (Federal share)
City of Flagstaff - $9,840,000 (City match)
BNSF Railway - $11,000,000 (Match contribution)
Arizona Department of Transportation: $3,000,000 (AZ SMART Fund match)

Account Number Budgeted: 409-09-427-3520-1
FY Budgeted Amount: FY2025-26 budget is $6,507,676 with total project cost of $67,506,808. Additional funds required above the match to complete this project will be covered by Proposition 419.
Grant Funded: Yes
Funding Source: U.S. Department of Transportation, Federal Railroad Administration

Policy Impact:

No impact

Previous Council Decision or Community Discussion:

On 4/15/2025, Council approved the U.S. Department of Transportation, INFRA Grant Agreement for the Downtown Mile Safety and Connectivity Improvement project.

Options and Alternatives to Recommended Action:
- Approve the IGA with the State of Arizona.
- Not approve the IGA with the State of Arizona which would require the City to pay the full match amount.

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 twotrack 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.
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.

Connection to PBB Priorities and Objectives:
Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to 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.

Connection to 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.

Connection to 10-Year Housing Plan:
None

Attachments: Res. 2025-50

ADOT IGA AZ SMART Match Downtown Mile

RESOLUTION NO. 2025-50

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR THE ARIZONA STATE MATCH ADVANTAGE FOR RURAL TRANSPORTATION (AZ SMART) FUND AWARD FOR THE DOWNTOWN MILE SAFETY AND CONNECTIVITY IMPROVEMENT PROJECT

RECITALS:

WHEREAS, in 2022, the Arizona Legislature established the AZ SMART Fund and program, and authorized the State Transportation Board, among other things, to award grants to Eligible Applicants for design and other engineering services ("DOES"), grant development and submission ("GDS"), and Match for a surface transportation project for which the Applicant has submitted a Federal Grant application and received an award agreement; and

WHEREAS, the City of Flagstaff has applied for and received a U.S. Department of Transportation, INFRA grant award in the amount of $32,460,000; and

WHEREAS, the City of Flagstaff has applied for and received an award for an AZ SMART match in the amount of $3,000,000 for the Downtown Mile Safety and Connectivity Improvement project; and

WHEREAS, the State of Arizona and City of Flagstaff desire to enter into an intergovernmental agreement to establish each party's obligations and responsibilities related to the City's receipt of the AZ SMART award for the Downtown Mile Safety and Connectivity Improvement Project.

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 the State of Arizona 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 7th day of October 2025.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

ADOT CAR No.: IGA 23-0009560-I
AG Contract No.: P0012024000058
Project Location/Name: Downtown Mile Safety and Connectivity Project
Type of Work: AZ SMART Match Reimbursement
Federal-aid No.:
ADOT Project No.: T051801C
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. §§ 28-339 and 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § §§ 28-339, 11-952, and 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.

4. The Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872

which became effective on September 24, 2022 to assist eligible cities, towns, counties and ADOT in applying for and winning federal grants for surface transportation projects.

5. The Local Agency was awarded AZ SMART Funds for match on the federal grant. The match funds which may be paid or reimbursed are restricted to those identified in the executed federal Grant Agreement (GA).

6. The Local Agency is the successful direct recipient of a 2022 Nationally Significant Freight and Highway Projects Infrastructure for Rebuilding America (INFRA) Grant for the pedestrian safety improvements and freight and passenger rail infrastructure enhancements along approximately one-mile of the Burlington Northern and Santa Fe (BNSF) Southern Transcontinental Corridor, (the "Project"). The Project includes a pedestrian underpass at Rio de Flag, replacement and relocation of the existing BNSF bridge over Milton Road to allow for the future widening of the road and increased vertical clearances, a pedestrian underpass at Florence-Walnut, and the installation of pedestrian gates at the Beaver Street and San Francisco Street at grade highway-rail crossing. The purpose of this Agreement is for the State to reimburse the Local Agency an amount not to exceed $3,000,000, as shown on the AZ SMART Application, Exhibit A, of eligible match funds for the Project.

7. The maintenance within the State's right of way and inspection services will be addressed in a separate agreement.

8. The foregoing Recitals and all Exhibits referred to in and attached are incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. To adhere to A.R.S. § 28-339.

   b. The Local Agency will enter into a GA with FHWA that identifies the INFRA requirements, as shown on Exhibit B. The Local Agency will provide the GA and any changes made in the GA to ADOT in a timely manner which may require an amendment to this Agreement.

2. The State will:

   a. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Project costs, reimburse the Local Agency for eligible match on costs incurred in an amount not to exceed $3,000,000, the amount of the AZ SMART Funds approved and programmed for the Project.

   b. Issue, in accordance with the established procedures of the State's Northcentral District Permit Office, a permit for the initial construction of the Project, separate permits for

related pre-construction activities (such as pot-holing, utility work, survey etc), and a permit on a yearly basis for routine maintenance and emergency work, as applicable where the Project is within State right of way. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when all pertinent requirements have been met, including appropriate insurance documents are provided as required by ADOT Risk Management.

3. The Local Agency will:

   a. Submit to ADOT for review, approval, and reimbursement, at least quarterly and no more than monthly, an invoice(s) on ADOT's Progress Payment Report Form, Exhibit C, and documentation of payment for eligible Grant match costs incurred for the Project not to exceed $3,000,000, the amount of AZ SMART Funds approved and programmed for the Project. Any costs incurred prior to the date of obligation of the federal grant are not eligible for reimbursement from the AZ SMART Fund.

   b. Submit an encroachment permit application with all required documentation to the State's Northcentral District Permit Office for the initial construction of the Project, separate encroachment permit applications for related pre-construction activities as needed, and an encroachment permit application for routine maintenance and emergency work, as applicable where the Project is within State right of way. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work to keep that permit valid. Notify the State's Northcentral District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.

   c. Enter into agreements with and make all payments directly to the required consultants and/or professional services for the Project.

   d. Submit to ADOT the Closeout Letter, as shown on Exhibit D, with the final invoice request.

   e. Ensure applicable State and federal design guidelines are followed for the Project.

   f. Ensure that all applicable Code of Federal Regulations ("CFRs") Title 23 Part 710 and Title 49 Part 24 are followed, and will comply with the FHWA approved ADOT Right of Way Procedures Manual as required by the CFRs for obtaining right of way clearance on federal aid projects.

   g. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Northcentral District Permits Office.

   h. Provide quarterly reports to ADOT at AZSMART@azdot.gov regarding the status of the Project and other Project or federal grant information as requested by ADOT.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.

4. Cancellation. This Agreement may be cancelled at any time by either Party prior to the exchange of any AZ SMART Funds and after 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs paid by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall have no further obligations to reimburse AZ SMART Funds to the Local Agency.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Liability. ADOT assumes no liability or financial responsibility for AZ SMART Fund Projects or the information submitted by the Local Agency. The Local Agency is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.

7. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

8. Single Audit. The Local Agency acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also

known as The Uniform Grant Guidance). Entities that expend $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

10. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

11. Records. The Applicant is required to retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years after the date of the final payment of AZ SMART Funds from ADOT. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT or the State Auditor General.

12. Audit. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.

13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

18. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
Multimodal Planning Division
Attn: AZ SMART Fund Program
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602-712-7112
azsmart@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Multimodal Planning Division
Attn: AZ SMART Fund Program
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602-712-7112
azsmart@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

23. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF FLAGSTAFF

By _____ Date_____
BECKY DAGGETT
Mayor

ATTEST:

By _____ Date_____
STACY SALTZBURG
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
MATT MOUL, PE
Multimodal Planning Division Director

This Agreement between public agencies, the State of Arizona and the City of Flagstaff, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

IGA 23-0009560-I
Exhibit A

Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund Application

Each application may address only one Project and one Federal Grant. Additional Projects and/or Federal Grants require a separate application. See the Application Guidelines for important information and detailed instructions for completing this Application. To ensure the Application is Administratively Complete and will be presented to the State Transportation Board, please respond to all questions and submit all requested documents.

Document Checklist: the following documents required to be uploaded to complete this application (PDFs required for all uploaded documents):

1. Documentation evidencing the COG/MPO approval to apply to the AZ SMART Fund
2. Map showing Project location (for infrastructure projects and studies).
3. Documentation showing the Project cost estimates (scoping document, cost estimation form, etc.).
   NOTE: Careful attention should be given to developing the cost estimate as the Applicant is responsible for all costs exceeding the amount awarded from the AZ SMART Fund and/or a Federal Grant.

Email *

ccameron@flagstaffaz.gov

Applicant Information

Please answer all the questions below.

1. Name of Applicant City, Town or County *

City of Flagstaff

2. Name of Contact Person for Applicant *

Stacey Brechler-Knaggs

3. By checking the box below, the Contact Person for the Applicant certifies they have read and agree to the **Program Guidelines and Application Instructions** for the AZ SMART Fund Program. *

- [x] I have read and agree to the Program Guidelines and Application Instructions for the AZ SMART Fund Program.

4. Contact's Title *

Grants, Contracts & Emergency Management Director

5. Contact's Full Mailing Address *

211 West Aspen Avenue, Flagstaff, AZ 86001

6. Contact's Office Phone # *

928-213-2227

7. Contact's Business Cell Phone # (if applicable)

8. Contact's Business Email Address *

sknaggs@flagstaffaz.gov

9. Select the Applicant's COG/MPO. *

Flagstaff Metropolitan Planning Organization (MetroPlan)

Project Information

Please answer all the questions below.

NOTE regarding ADOT project design administration (PDA) fees: If requesting ADOT administration of the Project, ADOT PDA fees will apply. These fees are eligible for AZ SMART Funding only when included in an Application for Design and Other Engineering Services or for Match on a federal grant application which will include design. The PDA fees shown below are initial estimates only and may be more or less, depending on the Project. By submitting this application, the Applicant understands that ADOT may bill additional PDA fees and agrees to pay such fees. Any fees not required for the Project will be refunded to the Applicant upon approval of the Project final voucher.

- Certification Accepted (CA) agencies - $10,000 initial fee
- Non-CA agencies - $30,000 initial fee

10. Select the Project Type. *

- [ ] Road
- [ ] Bridge
- [ ] Transit
- [ ] Rail
- [x] Other: Road, Bridge, Rail, and Multimodal

11. Project Name - enter a brief, intuitive name. *

Downtown Mile Safety and Connectivity Project

12. Enter the Project limits as applicable. If an infrastructure Project is infrastructure, provide the name of the road and "From" and "To" Mileposts or Cross Streets. If a non-infrastructure project, enter the geographic area to which the plan or study will relate. *

Downtown Flagstaff, Arizona. 2,000 LF of BNSF rail corridor reconstruction west of the ADOT Milton Road B40 Underpass. 2,000 LF of BNSF rail corridor reconstruction east of the ADOT Milton Road B40 Underpass. Reconstruction of Milton Road/Rt 66 from Phoenix Avenue to the ADOT Rio de Flag Bridge.

13. Enter the Project's TIP number, if applicable. If the Project is not in the TIP, enter "NA". *

Included in the TIP in October 2022 as amended.

14. Submit written documentation evidencing the COG/MPO approval to submit the Project to the AZ SMART Fund program (PDF format only). *

MetroPlan appro...

15. Project Description - Provide a concise, specific description of the Project, including the type of work to be performed and benefits to be realized (25,000 character maximum, including spaces and punctuation). *

The Downtown Mile Project improvements include two new pedestrian underpasses under the BNSF Railway corridor, reconstruction of Milton Road/Rt 66 from Phoenix Avenue to the ADOT Rio de Flag bridge, reconstruction of the Milton/Santa Fe/Sitgreaves intersection, reconstruction of the ADOT Milton Underpass/BNSF rail bridge, safety improvements of the at-grade rail crossings at Beaver Street and San Francisco Street, and rail main line improvements. Benefits include pedestrian safety and connectivity, freight and passenger rail efficiency and safety, improvement of a substandard clearance undercrossing on a state highway, and capacity for future widening of Milton Road under the new bridge structure. This is a multi-partnership project.
The City of Flagstaff was awarded a 2022 USDOT INFRA grant in September 2022 for construction funding for the Downtown Mile Project. As applicant, the City is the eligible local government agency.

16. Please upload a map showing the Project location or study area (PDF format only).

DTM exhibit - Chr...

17. Is the Project entirely in the Applicant's Right of Way? For non-infrastructure projects, check "Not applicable." *

- [ ] Yes
- [x] No
- [ ] Not applicable

18. If Project involves ADOT Right of Way, has the Applicant discussed the Project and obtained the consent of the applicable ADOT District office to proceed with this grant application? If no ADOT Right of Way or a non-infrastructure project, check "Not applicable." *

- [x] Yes
- [ ] No
- [ ] Not Applicable

19. If Project involves privately-owned or another jurisdiction's Right of Way, has the Applicant discussed the Project with owner and obtained its consent to proceed with this grant application? If no other Right of Way or non-infrastructure project, check "Not applicable." *

- [x] Yes
- [ ] No
- [ ] Not applicable

20. Project Schedule - check the boxes to show the State Fiscal Years in which each phase is scheduled to begin. Check only ONE box in each row. Non-infrastructure projects - check the boxes under Not Applicable for each row. **NOTE**: the State Fiscal Year runs from July 1 through June 30. *

	2023	2024	2025	2026	Not Applicable
Design	☑	☑	☐	☐	☐
Construction	☐	☑	☑	☑	☐
Other (for non-infrastructure projects)	☐	☐	☐	☐	☑

21. Project Status - check the boxes to indicate the status of each phase. Check only ONE box in each row. Non-infrastructure projects - check the boxes under Not Applicable for each row. *

	Not started	In progress	Completed	Not Applicable
Scoping/Pre-Design	☐	☐	☑	☐
Design	☐	☑	☐	☐
Right of Way Acquisition	☐	☑	☐	☐
Environmental	☐	☑	☐	☐
Utilities	☐	☑	☐	☐
Construction	☑	☐	☐	☐
Other (for non-infrastructure projects)	☐	☐	☐	☑

22. Design Status - for each Stage, check one box to indicate the Project's Design Status. Non-infrastructure projects - check the boxes under Not Applicable for each row.

	Not started	In progress	Completed	Not Applicable
Stage 1, 15% design	☐	☐	☑	☐
Stage 2, 30% design	☐	☑	☐	☐
Stage 3, 60% design	☑	☐	☐	☐
Stage 4, 95% design	☑	☐	☐	☐
Stage 5, 100%	☑	☐	☐	☐

23. Cost Estimate for Scoping/Pre-design - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

$200,000

24. Enter the date of the Scoping/Pre-design estimate. Enter "NA" if not applicable. *

N/A

25. Cost Estimate for Design - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

$4,000,000

26. Enter the date of the Design estimate. Enter "NA" if not applicable. *

3/1/2022

27. Cost Estimate for Right of Way - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

0

28. Enter the date of the Right of Way estimate. Enter "NA" if not applicable. *

N/A

29. Cost Estimate for Utilities - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

0

30. Enter the date of the Utilities estimate. Enter "NA" if not applicable. *

N/A

31. Cost Estimate for Construction - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

$56,300,000

32. Enter the date of the Construction estimate. Enter "NA" if not applicable. *

5/1/2022

33. Cost Estimate for Other - enter in whole dollars (for example, 250,000) . Enter "0" if not applicable. *

0

34. Enter the date of the Other estimate. Enter "NA" if not applicable. *

N/A

35. Do the estimates provided reflect costs on a Year of Expenditure basis? Note: Year of Expenditure basis means the costs have been inflated in later years. *

- [x] Yes
- [ ] No

36. Please indicate the source of the Project Cost Estimates entered above. *

- [ ] Developed by the Applicant
- [ ] Developed by an engineering consultant
- [x] Other: Developed by both applicant and consultant

37. Please upload documentation (PDF format only) showing the Project cost estimates (scoping document, cost estimation form, etc.). *

AZ Smart DTM c...

AZ SMART Fund Request

Please answer all the questions below.

NOTE: Careful attention should be paid to developing a thorough and complete cost estimate on a year of expenditure basis. The Applicant will be responsible for all costs which exceed the amount of an AZ SMART Fund or federal grant award. ADOT has developed a Project Cost Estimating Tool which is available on the AZ SMART Fund webpage under Application Materials. This tool is provided as a courtesy only and does not purport to cover all possible costs or scenarios. Applicants are ultimately responsible for determining the Project cost estimate.

Unless the NOFO/NOFA includes the option to be a direct recipient, both CA and non-CA agencies should include initial project development fees for road/bridge/rail projects. For transit projects, an administration fee of 10% of the total project cost will apply.

38. County Applicants with population of 100,000 or less and municipalities with population of 10,000 or less ONLY: Enter the amount requested for Reimbursement of up to 50% of the costs associated with developing and submitting an application for the Federal Grant identified below. **The amount entered below should be no more than 50% of the total estimated costs of developing and submitting the grant** - enter in whole dollars (for example, 250,000).

39. Enter the amount requested from the AZ SMART Fund for Match for the Federal Grant identified in this application - enter in whole dollars (for example, 250,000). If not requesting Match, skip this question.

$6,000,000

40. Beyond the amount requested from the AZ SMART Fund, enter the dollar amount of Matching cash funds to be committed by the Applicant for the Project in the Federal Grant identified in this application. If not requesting Match, skip this question.

$21,640,000

41. Enter the percent to the second decimal place (for example, 15.05%) of Matching cash funds which will be provided by just the Applicant in the Federal Grant application - do not include the amount requested from the AZ SMART Fund. See Application Guidelines for directions to calculate the percentage. If not requesting Match, skip this question.

42.34

42. Enter the amount requested from the AZ SMART Fund for reimbursement of design and other engineering services expenditures that meet federal design standards for Projects eligible for the Federal Grant identified in this application. Enter in whole dollars (for example, 250,000). If not requesting design funds, skip this question.

43. Provide the names of any other entities the Applicant will partner with to deliver the Project. Identify and quantify the contribution of each partner(s) (dollar amount of cash match, type of in-kind services, etc.). If none, enter "NA."

BNSF Railway ($11,000,000), MetroPlan Flagstaff ($490,000), Arizona Department of Transportation: Milton Corridor Master Plan, Mountain Line: Downtown Connection Center, Amtrak

Federal Grant

Please answer all the questions below. NOTE: Federal grants eligible under the SMART Fund are federal discretionary grant programs administered by any federal agency for SURFACE TRANSPORTATION PURPOSES.

44. How does the Applicant intend to submit the federal grant application? **Note:** If requesting ADOT to submit, the following time frames apply: *

A. At least thirty (30) day prior to the application deadline in the NOFO for the applicable federal discretionary grant, the Applicant is required to submit the ADOT Grant Coordination Support Request Form at https://apps.azdot.gov/files/mvd/mvd-forms-lib/42-0103.pdf.

B. At least seven (7) days before the NOFO/NOFA deadline, the completed application materials must be provided to the ADOT Grant office for submission.

- [ ] Applicant or consultant will submit directly
- [ ] Applicant requests ADOT to submit
- [x] Other: The Applicant submitted directly in May 2022.

45. How does the Applicant intend to administer the Project if awarded a federal grant? *

- [x] Be a direct recipient if allowed in the NOFO
- [ ] Request ADOT administration (Project development administration fees will apply)
- [ ] Other: _____

46. Select the Federal Grant for which the Applicant intends to submit the Project - select one grant only. If the desired grant is not listed, select Other and provide the name of the grant and the applicable federal agency. **NOTE:** This list does not include all federal discretionary grants and may contain grants that are not currently available or funded. Applicants are responsible for conducting their own research to identify an appropriate federal grant for their Project. *

- [ ] Active Transportation Infrastructure Investment Program
- [ ] Bridge Investment Program
- [ ] Defense Community Infrastructure Pilot
- [ ] Grants for Charging and Fueling Infrastructure
- [ ] Local and Regional Project Assistance (RAISE)
- [ ] Multi State Freight Corridor Planning
- [ ] National Culvert Removal, Replacement and Restoration Grant Program
- [ ] National Infrastructure Project Assistance (MEGA)
- [x] Nationally Significant Freight and Highway Projects (INFRA)
- [ ] PROTECT Grant Program
- [ ] Reconnecting Communities Pilot Program
- [ ] Rural Surface Transportation Grant Program
- [ ] Safe Streets and Roads for All Program (SS4A)
- [ ] Strategic Innovation for Revenue Collection
- [ ] Strengthening Mobility and Revolutionizing Transportation Grant Program
- [ ] Wildlife Crossing Safety
- [ ] Rail - Consolidated Rail Infrastructure and Safety Improvements Grants
- [ ] Rail - Fixed Guideway Capital Investment Grants
- [ ] Rail - Restoration and Enhancement Grants
- [ ] Rail - Railroad Crossing Elimination Program
- [ ] Transit - All Stations Accessibility
- [ ] Transit - Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants Program
- [ ] Transit - Buses and Bus Facilities Program

- [ ] Transit - Develop Interoperable Standards for Bus Exportable Power Systems (BEPS)
- [ ] Transit - Innovative Coordinated Access and Mobility (ICAM) Pilot Program
- [ ] Transit - Low-No Emission Vehicle Program
- [ ] Transit - Public Transportation Innovation Program
- [ ] Transit - State of Good Repair Grants Program
- [ ] Transit - Technical Assistance, Standards Development, and Workforce Development Programs
- [ ] Other: .....

47. In what Federal Fiscal Year does the Applicant intend to submit an application for the Federal Grant? **NOTE:** the Federal Fiscal Year runs from October 1 through September 30. Applications must be submitted prior to the expiration of the Infrastructure Investment and Jobs Act, currently expiring on September 30, 2026. *

The 2022 INFRA grant was awarded in September 2022.

48. Which phase of the Project will be submitted in the Federal Grant application? *

- [ ] Design
- [ ] Right of Way Acquisition
- [x] Construction
- [ ] Other: .....

For State Purposes only

Adopted at STB meeting on 4/21/23. Action taken:

X Approved

___ Denied

x Modified as shown in the attached document Awarded amount: $3,000,000

City of Flagstaff Downtown Mile Cost Allocation

Project Component	Project Component Cost	Percent of Total Project Cost
Rio De Flag Pedestrian Underpass	$3,258,000	5.79%
Milton Road Underpass	$38,200,000	67.85%
Florence to Walnut Pedestrian Underpass	$3,100,000	5.51%
BNSF Railway Mitigation	$3,740,000	6.64%
Crossing Upgrades – Beaver Street	$2,000,000	3.55%
Crossing Upgrades – San Francisco Street	$2,000,000	3.55%
Right-of-Way/Easements	$2,200,000	3.91%
Project Administration	$1,802,000	3.20%
FUTURE ELIGIBLE PROJECT COST	**$56,300,000**	**100%**

As the Lead Applicant, the City of Flagstaff will contribute $12,840,000 in matching funds towards the Future Eligible Project Cost. BNSF Railway will contribute $11,000,000 in private match as a Project Partner. The total non-Federal contribution in the amount $23,840,000 represents 42 percent of the $56,300,000 Future Eligible Project Cost.

Florence-Walnut Pedestrian Underpass
Rio de Flag Pedestrian Underpass
Amtrak Station Platform Improvements
Milton Road Underpass
Beaver Street and San Francisco Street
Highway-Rail Grade Crossing Safety Upgrades
Shoo-fly
WALNUT
FLORENCE
MILTON
PHOENIX
DCC
ROUTE 66
BEAVER
SAN FRANCISCO
ROUTE 66
CITY OF
FLAGSTAFF
BNSF
RAILWAY
N
1000 ft

March 7, 2023

Dear Ms. Brechler-Knaggs:

I am writing to confirm MetroPlan of Greater Flagstaff's approval for the City of Flagstaff's application submission for SMART funding for the *Downtown Mile* project.

The *Downtown Mile* project is cited in the October 6, 2022 TIP amendment documenting the City of Flagstaff Downtown Mile INFRA Grant in FY23 and in the draft of our Regional Transportation Plan, *Stride Forward,* scheduled for adoption by our Executive Board on April 6, 2023.

As such, we find the *Downtown Mile* project qualifies for SMART funding. Good luck with your application!

Sincerely,

Kate Morley

Kate Morley, AICP
Interim Executive Director, MetroPlan Flagstaff

Cc: Lisa Danka, Transportation Programming Manager, ADoT

ADOT
CITY OF FLAGSTAFF
COCONINO COUNTY
MOUNTAIN LINE
NAU

EXECUTIVE BOARD

Chair
Jim McCarthy
Councilmember
City of Flagstaff

Vice-Chair
Jeronimo Vasquez
Supervisor District 2
Coconino County

Patrice Horstman
Supervisor District 1
Coconino County

Austin Aslan
Vice-Mayor
City of Flagstaff

Miranda Sweet
Councilmember
City of Flagstaff

Tony Williams
Mountain Line Board of Directors

Vacant
Arizona State Transportation Board

U.S. Department of Transportation

Federal Railroad Administration

IGA 23-0009560-I
EXHIBIT B

Grant Agreement

1. RECIPIENT NAME AND ADDRESS CITY OF FLAGSTAFF 211 W ASPEN AVE FLAGSTAFF, AZ 86001-5359	2. AGREEMENT NUMBER:		3. AMENDMENT NO.
	4. PROJECT PERFORMANCE PERIOD:	FROM	TO
	5. FEDERAL FUNDING PERIOD:	FROM	TO
1A. IRS/VENDOR NO.	6. PRE-AWARD AUTHORITY: No	6A. PRE-AWARD DATE: N/A	
1B. UEI. XMMUMPKTLVQ3 1C. DUNS.	7. ACTION New		

8. ASSISTANCE LISTING#:	TITLE	FEDERAL	NON-FEDERAL	TOTAL
9. PROJECT TITLE Downtown Mile Safety and Connectivity Improvement Project	10. PREVIOUS AGREEMENTS	0.00	0.00	0.00
	11. THIS AGREEMENT	32,460,000.00	23,840,000.00	56,300,000.00
	12. TOTAL AGREEMENT	32,460,000.00	23,840,000.00	56,300,000.00
12A. OTHER FEDERAL FUNDING				0.00

13. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

General Terms and Conditions, Attachment 1; Project Specific Terms and Conditions, Attachment 2; Exhibits, Attachment 3

14. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Nationally Significant Freight and Highway Projects - 23 U.S.C. 117

15. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
16. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL STACEY BRECHLER-KNAGGS		18. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL Matthew Mielke Acting Deputy Director	
17. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed	17A. DATE 08/14/2025	19. SIGNATURE OF AUTHORIZED FRA OFFICIAL Electronically Signed	19A. DATE 08/14/2025

AGENCY USE ONLY

20. OBJECT CLASS CODE/EXPENDITURE TYPE: 41010	21. ORG. CODE/EXPENDITURE ORG. : 9000000000

22. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND/PROJECT	BY	BPAC/TASK	AMOUNT
69A36525420040INFAZ				

AWARD ATTACHMENTS

CITY OF FLAGSTAFF 69A36525420040INFAZ

1. General Terms and Conditions, Attachment 1
2. Project Specific Terms and Conditions, Attachment 2
3. Exhibits, Attachment 3

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 INFRASTRUCTURE FOR REBUILDING AMERICA (INFRA) PROGRAM: FRA PROJECTS

Revision date: April 23, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) (the "**IIJA**") made funds available to the United States Department of Transportation (the "**USDOT**") for fiscal year 2022 to carry out 23 U.S.C. 117 by providing Federal financial assistance for projects of national or regional significance. The USDOT program administering those funds is the INFRA program.

On March 22, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title "INFRA Grants" and funding opportunity number NSMFHP-22-INFRA-22. The notice of funding opportunity posted at Grants.gov, as amended on May 18, 2022, (the "**NOFO**") solicited applications for Federal financial assistance under the fiscal year 2022 INFRA program. Because the NOFO also made funding available for two other programs, DOT also collected INFRA applications under funding opportunity numbers NIPA-22-MEGA-22 and RSTGP-22-RURAL-22. On September 15, 2022, the USDOT announced application selections under the NOFO for the INFRA program.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2022 INFRA program. The term "Recipient" is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes Schedules A through F and H. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1
PURPOSE

1.1 Purpose.

The purpose of this award is to fund an eligible project of national or regional significance to help achieve the goals identified at 23 U.S.C. 117(a)(2). The parties will accomplish that purpose by achieving the following objectives:

(a) timely completion of the Project; and

(b) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by Schedule D.

ARTICLE 2
USDOT ROLE

2.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the INFRA program, the approval of this agreement, and any modifications to this agreement under section 15.1.

(b) The Federal Railroad Administration (the "**FRA**") will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FRA.

2.2 USDOT Program Contacts.

OST INFRA Program Manager
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-312
Washington, DC 20590
MPDGrants@dot.gov

and

FRA Office of Rail Program Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

ARTICLE 3
RECIPIENT ROLE

3.1 Statements on the Project.

The Recipient states that:

(a) all material statements of fact in the Technical Application were accurate when that application was submitted; and

(b) Schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity.

The Recipient states that:

(a) it has the authority to receive Federal financial assistance under this agreement;

(b) it has the legal authority to complete the Project;

(c) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(d) not less than the difference between the total eligible project costs listed in section 3 of Schedule D and the INFRA Grant Amount listed in section 1 of Schedule D is committed to fund the Project;

(e) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(f) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

3.3 USDOT Reliance.

The Recipient acknowledges that:

(a) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;

(b) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(c) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and

(d) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel.

The Recipient shall notify all USDOT representatives who are identified in section 5 of Schedule A in writing within 30 calendar days of any change in key personnel who are identified in section 4 of Schedule A.

ARTICLE 4
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount.

The USDOT hereby awards an INFRA Grant to the Recipient in the amount listed in section 1 of Schedule D as the INFRA Grant Amount.

4.2 Federal Funding Source and Year.

(a) If section 3 of Schedule F identifies the Funding Source as "Trust Fund," then the INFRA Grant is from INFRA program funding that was made available at IIJA div. A§ 11101(a)(5)(A).

(b) If section 3 of Schedule F identifies the Funding Source as "General Fund," then the INFRA Grant is from INFRA program funding that was appropriated in IIJA div. J for fiscal year 2022.

(c) If section 3 of Schedule F contains a table that lists separate amounts for "Trust Fund" and "General Fund," then the amount listed for "Trust Fund" is from INFRA program funding that was made available at IIJA div. A § 11101(a)(5)(A) and the amount listed for "General Fund" is from INFRA program funding that was appropriated in IIJA div. J for fiscal year 2022.

4.3 Federal Obligations.

(a) If the Federal Obligation Type identified in section 2 of Schedule D is "Single," then this agreement obligates for the Budget Period the amount listed in section 1 of Schedule D as the INFRA Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.

(b) If the Federal Obligation Type identified in section 2 of Schedule D is "Multiple," then an amount up to the INFRA Grant Amount listed in section 1 of Schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).

(c) The Obligation Condition Table in section 2 of Schedule D allocates the INFRA Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of Schedule B.

(d) This agreement obligates for the Budget Period only the amounts allocated in the Obligation Condition Table in section 2 of Schedule D to portions of the Project for which that table does not list an obligation condition.

(e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of Schedule D to portions of the Project for which that table lists an obligation

condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 15.

(f) For each portion of the Project for which the Obligation Condition Table in section 2 of Schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if the parties execute an instrument, in the form provided in Exhibit D, documenting that:

(1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;

(2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and

(3) the Recipient states that it is not required to request a modification of this agreement under article 5.

(g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of Schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).

(h) INFRA program funding for this award lapses and is unavailable for obligation, by statute, after September 30, 2025.

(i) The Recipient acknowledges that:

(1) the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of Schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);

(2) any portion of the INFRA Grant that is not obligated under this section 4.3 by the statutory lapse date identified in section 4.3(h) for those funds lapse on the day after that date and becomes unavailable for the Project; and

(3) the USDOT may consider the failure to obligate funds by the statutory lapse date identified in section 4.3(h) for those funds to be a basis for terminating this agreement under section 10.1.

4.4 Budget Period.

4.1 The Budget Period for this award begins on the date of this agreement and ends on the Budget Period end date that is listed as the "Federal Funding Period" in ¶ 5 on the agreement cover sheet. In this agreement, "Budget Period" is used as defined at 2 CFR 200.1.

4.5 Period of Performance.

The Period of Performance for this award is listed as the "Project Performance Period" in ¶ 4 on the agreement cover sheet. In this agreement, "Period of Performance" is used as defined at 2 CFR 200.1.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement.

The Recipient shall notify all USDOT representatives who are identified in section 5 of Schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what action the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in Schedule B, then the Recipient shall request a modification of this agreement to update Schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update Schedule C:

(a) a completion date for the Project or a component of the Project is listed in section 2 of Schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of Schedule C;

(b) a schedule change would require the final budget period of the project to continue after the final budget period end date listed in section 1 of schedule C (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc. will not trigger notification/modification requirements); or

(c) a Schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in section 4.5.

For other Schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of this agreement to update Schedule D if, in comparing the Project's budget to the amounts listed in the "Project Budget by Source" table in section 3 of Schedule D:

(1) the "Non-Federal Funds" project contribution amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and Schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in the "Project Budget by Source" table in section 3 of Schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in the "Project Budget by Source" table in section 3 of Schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in the "Project Budget by Source" table in section 3 of Schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "INFRA Funds" and "Other Federal Funds" amounts that are listed in section 3 of Schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR part 901).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the INFRA program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 15.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of Schedule A and all USDOT contacts who are listed in section 2.2.

6.2 Alternative Reporting Methods. The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

6.3 Paperwork Reduction Act Notice. Under 5 CFR 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in article 7, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7
PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications.

(a) On or before the 30th day of the first month of each calendar year quarter and until the end of the Period of Performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

(1) a complete FRA Form 34 [1];

(2) a certification that the Recipient is in compliance with 2 CFR 200.303 (Internal Controls) and 2 CFR Part 200, Subpart F (Audit Requirements); and

[1] FRA Form 34 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

(3) the certification required under 2 CFR 200.415(a).

If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

(b) On or before the 30th day of the first month of each calendar year quarter and until the end of the Period of Performance, the Recipient shall submit to the USDOT through GrantSolutions a Federal Financial Report (SF-425) covering the previous calendar year quarter.

7.2 Final Progress Reports and Financial Information. No later than 120 days after the end of the Period of Performance, the Recipient shall submit

(a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in section 7.1(a) for each Quarterly Project Progress Report and Recertification;

(b) a final SF-425 through GrantSolutions;

(c) a Final Performance Report FRA Form 33 as provided by FRA [2]; and

(d) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 8
RESERVED

ARTICLE 9
NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond

[2] FRA Form 33 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 9.1(b); or

(2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 9.1, the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 9.2 constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR part 901).

9.3 Other Oversight Entities. Nothing in this article 9 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10
AGREEMENT TERMINATION

10.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-INFRA Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with Schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of Schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of Schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of Schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project Schedule in Schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive an INFRA Grant; or

(6) the USDOT determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 10.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 9.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 10.1.

10.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 CFR 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 CFR 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

(a) The end of the Budget Period described under section 4.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the Period of Performance described under section 4.5 does not terminate this agreement or the Recipient's obligations under this agreement.

(c) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient's obligations under this agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit the USDOT's remedial authority under article 9 or 2 CFR part 200, including 2 CFR 200.339–200.340.

ARTICLE 11
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 CFR 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 CFR 200.334.

11.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 CFR 200.302–200.307, 2 CFR 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 INFRA program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the Schedule of expenditures of Federal awards required under 2 CFR 200 subpart F, including "FY 2022" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2022" in column c ("Additional Award Identification").

11.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 CFR 200.303.

11.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 CFR 200.337.

11.5 Oversight Responsibilities. This award is subject to the oversight requirements of title 23, United States Code.

ARTICLE 12
CONTRACTING AND SUBAWARDS

12.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of $2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

12.2 Buy America.

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Under 2 CFR 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide 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). The Recipient shall include the requirements of 2 CFR 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.3 Small and Disadvantaged Business Requirements. The Recipient shall comply with 49 CFR part 26, including any amendments thereto. For the purpose of 49 CFR 26.3, that part applies to the Recipient.

12.4 Engineering and Design Services. As applicable, the Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 CFR 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR 200.331–200.333.

12.7 Subaward and Contract Authorization. [Reserved]

ARTICLE 13
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Projects Costs. This award is subject to the cost principles at 2 CFR 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the Budget Period.

(b) Except as permitted under section 13.3(d)–(e), the Recipient shall not charge to this award costs that were incurred before the date of this agreement.

(c) This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of Schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

(d) If section 5 of Schedule D identifies a pre-award approval under 2 CFR 200.458, then the Recipient may charge to this award, for payment from the INFRA Grant or other Federal amounts, costs that were incurred before the date of this agreement, were consistent with that approval, and would have been allowable if incurred during the Budget Period.

(e) If the USDOT approves a request from the Recipient under 2 CFR 200.458 and section 5 of Schedule D describes that approval, then the Recipient may charge to this award, for payment from non-Federal amounts, costs that were incurred before the date of this agreement, were consistent with that approval, and would have been allowable if incurred during the Budget Period.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the INFRA program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.7 Payment Method.

(a) If the USDOT Payment System identified in section 6 of Schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System (https://www.dot.gov/cfo/delphi-einvoicing-system.html) to request reimbursement under this award. If the Recipient requires access to that system, the Recipient shall contact the USDOT contact listed in section 5 of Schedule A.

(b) The USDOT may deny a payment request that is not submitted using the method identified in this section 13.7.

13.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 6 of Schedule A is "Delphi eInvoicing System," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement) or the SF 270 (Request for Advance or Reimbursement), as applicable, shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred by task and by Federal and Non-Federal funds. The Recipient shall classify all costs by task described in section 2 of Schedule B and by Federal and non-Federal shares.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.9 Reimbursement Request Timing Frequency. If the USDOT Payment System identified in section 6 of Schedule A is "DELPHI eInvoicing," the Recipient shall request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient shall not submit any single payment request exceeding $99,999,999.99. The Recipient shall not submit a payment request exceeding $50,000,000.00 unless the Recipient notifies the USDOT 5 days before submitting the request.

ARTICLE 14
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the Period of Performance or (2) the statutory funds cancellation date identified in section 14.2.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 CFR 200.344–200.346.

14.2 Funds Cancellation.

(a) INFRA program funding that was made available at IIJA div. A § 11101(a)(5)(A) remains available until expended.

(b) INFRA program funding that was appropriated in IIJA div. J for fiscal year 2022, is canceled by statute after September 30, 2030, and then unavailable for any purpose, including adjustments.

(c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 15
AGREEMENT MODIFICATIONS

15.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

15.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in section 3 of Schedule A by written notice to all of the USDOT contacts who are listed in section 5 of Schedule A and section 2.2.

(b) The USDOT may update the contacts who are listed in section 5 of Schedule A and section 2.2 by written notice to all of the Recipient contacts who are listed in section 3 of Schedule A.

15.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 15.3, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

15.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

ARTICLE 16
RESERVED

ARTICLE 17
CIVIL RIGHTS AND TITLE VI

17.1 Civil Rights and Title VI.

(a) The purpose of sections 17.1(b)–17.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 CFR part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., including any amendments or updates thereto before entering this agreement.

(d) In this section 17.1:

(1) "Title VI" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) "Existing" means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "New" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 18
LABOR AND WORK

18.1 Labor and Work. Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), Schedule H documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 19
RESERVED

ARTICLE 20
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

20.1 Critical Infrastructure Security and Resilience.

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 6 of Schedule F is "Elevated," then, not later that than two years after the date of this agreement, the Recipient shall submit to the USDOT a report that:

(1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 CFR parts 200 and 1201.

21.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Section (3)(b)(iv)(A), Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Section (3)(b)(iv)(B), Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

21.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

21.4 History of Performance. Under 2 CFR 200.206, any Federal agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

21.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

21.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 26, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;

(3) 2 CFR part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 CFR part 20: New Restrictions on Lobbying;

(2) 49 CFR part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;

(3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

21.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(a) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22
ASSIGNMENT

22.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 23
WAIVER

23.1 Waivers.

(a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.

(b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.

(c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 24
ADDITIONAL TERMS AND CONDITIONS

24.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of Schedule F designates this award as an award in an urban area or rural area, as defined in section C.6 of the NOFO. The Recipient shall incur costs a majority of costs under this award consistent with that designation.

24.2 Effect of Large or Small Designation.

(a) If section 4 of Schedule F lists "Large" for the "Large-Small Designation," then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project has eligible project costs that are reasonably anticipated to equal or exceed the threshold described at 23 U.S.C. 117(d)(1)(B).

(b) If section 4 of Schedule F lists "Small" for the "Large-Small Designation," then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project has eligible project costs that are reasonably anticipated to be less than the threshold described at 23 U.S.C. 117(d)(1)(B).

(c) The Recipient states that the reasonably anticipated eligible costs of the Project on the date of this agreement, including costs incurred before that date, are consistent with the USDOT determination described in section 24.3(a)–(b).

24.3 Effect of State Incentives Pilot Designation. If section 5 of Schedule F lists "Yes" for the "State Incentives Pilot Designation," then:

(a) the Recipient acknowledges that the USDOT selected the Project under the authority at 23 U.S.C. 117(q) and that authority limits the Recipient's use of Federal funds in the Project;

(b) the Recipient shall not request a shall request a modification of this agreement that would cause the Federal Share to exceed 50 percent of the total eligible project costs listed in section 3 of Schedule D; and

(c) the Recipient shall ensure the Federal Share at Project Closeout does not exceed 50 percent of the actual eligible project costs.

24.4 Use of Limited Non-Highway Funds.

(a) The Recipient acknowledges that the USDOT selected the Project for award with the expectation that no more than the "Amount Subject to 23 U.S.C. 117(d)(2)" that is listed in section 1 of Schedule D would be subject to the limitation at 23 U.S.C. 117(d)(2).

(b) The Recipient shall not request reimbursements that are subject to the limitation at 23 U.S.C. 117(d)(2) and, in aggregate, exceed the "Amount Subject to 23 U.S.C. 117(d)(2)" that is listed in section 1 of Schedule D.

24.5 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

24.6 Relocation and Real Property Acquisition.

(a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 CFR 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 CFR 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 CFR 24.

24.7 Equipment Disposition.

(a) In accordance with 2 CFR 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2
CFR 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.

(b) In accordance with 2 CFR 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR 200.310–200.316 and 2 CFR 1201.313.

(c) The Recipient shall ensure compliance with this section 24.8 for all tiers of subawards under this award.

24.8 Environmental Review.

(a) In this section, "**Environmental Review Entity**" means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities as may be authorized by law, including under 23 U.S.C. 327, and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FRA.

(b) Except as authorized under section 24.9(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, Section 7 of the Endangered Species Act, 16 U.S.C. 1531, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is purchasing railroad components or materials that can be used for other projects or resold, then the Recipient shall comply with 23 CFR 771.113(d)(4).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 24.9(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 CFR 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Schedule B or other information in this agreement, then:

(1) the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 10.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Section 3 of Schedule B identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

24.9 Project Maintenance Requirement. The Recipient shall ensure that the Project Property is maintained in good operating order and in accordance with 2 CFR 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that the USDOT, including FRA, may issue.

ARTICLE 25
MANDATORY AWARD INFORMATION

25.1 Information Contained in a Federal Award. For 2 CFR 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 27.2;

(2) the "Assistance Listings Number" is 20.934 and the "Assistance Listings Title" is "Nationally Significant Freight and Highway Projects"; and

(3) this award is not for research and development.

25.2 Federal Award Identification Number. The Federal Award Identification Number is listed in ¶ 2 on the agreement cover sheet as the "Agreement Number."

25.3 Recipient's Unique Entity Identifier. The Recipient's Unique Entity Identifier, as defined at 2 CFR 25.400, is listed in ¶ 1B on the agreement cover sheet.

ARTICLE 26
CONSTRUCTION AND DEFINITIONS

26.1 Schedules. This agreement includes the following Schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	INFRA Program Designations
Schedule G	Reserved (Not Required)
Schedule H	Labor and Work

26.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to FRA Grant Agreements Under the Fiscal Year 2022 INFRA Grant Program," dated April 23, 2025, and available at https://www.transportation.gov/grants/infra-grant-implementation, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms

26.3 Construction.

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a Schedule listed in section 26.1 will expressly identify the relevant Schedule; and

(3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in Schedules listed in section 26.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

26.4 Integration. This agreement constitutes the entire agreement of the parties relating to the INFRA program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the INFRA program and awards under that program for the Project.

26.5 Definitions. In this agreement, the following definitions apply:

"**General Terms and Conditions**" means this document, including articles 1–27.

"**Program Statute**" means the collective statutory text:

(a) at 23 U.S.C. 117; and

(b) at paragraph 3 under the heading "Department of Transportation—Federal Highway Administration—Highway Infrastructure Program" in IIJA div. J, tit. VIII, and all other provisions of that act that apply to amounts appropriated under that paragraph.

"**Project**" means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including Schedules A–F and H.

"**INFRA Grant**" means an award of funds that were made available under the NOFO for the INFRA program.

"**Technical Application**" means the application identified in section 1 of Schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 27
AGREEMENT EXECUTION AND EFFECTIVE DATE

27.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

27.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes an INFRA Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 INFRA PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Flagstaff (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive an INFRA Grant for the Downtown Mile Safety and Connectivity Improvements Project.

The parties therefore agree to the following:

GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Infrastructure for Rebuilding America (INFRA) Program: FRA Projects," dated April 23, 2025, which is attached to this agreement. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement. For convenience, the General Terms and Conditions are also available at https://www.transportation.gov/grants/infra-grant-implementation, but if there are any differences between the version attached to this agreement and the version available at that hyperlink, only the version attached to this agreement is applicable.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the INFRA Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the INFRA Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Downtown Mile Safety and Connectivity Improvements Project

Application Date: May 20, 2022

2. Recipient's Unique Entity Identifier.

See section 25.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Stacey Brechler-Knaggs
Director of Emergency Management | Grants & Contracts
City of Flagstaff
211 West Aspen Avenue
(928) 213-2227
sknaggs@flagstaffaz.gov

Christine Cameron
Senior Project Manager
City of Flagstaff
211 W. Aspen Avenue
(928)213-2682
ccameron@flagstaffaz.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

FRA Office or Railroad Development
Federal Railroad Administration
1200 New Jersey Avenue, SE Washington, DC 20590
FRA-Grants@dot.gov

6. Payment System.

USDOT Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

See section 25.2 of the General Terms and Conditions.

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

The Project will deliver safety improvements and freight and passenger rail infrastructure enhancements along an approximately one-mile segment of the Burlington Northern and Santa Fe (BNSF) Southern Transcontinental (Transcon) Corridor. The improvements for the project include: (1) a pedestrian underpass at Rio de Flag (RDF), (2) an underpass at Milton Road to allow for the future widening of the road from four lanes to six lanes and increased vertical clearances, (3) a pedestrian underpass at Florence-Walnut, (4) safety improvements at the Beaver Street and San Francisco Street at-grade highway-rail crossings at the reconstructed track elevation, and (5) the realignment of existing BNSF mainlines to the north of the existing alignment and the addition of the third track.

2. Statement of Work.

I. BACKGROUND

This Agreement between the Federal Railroad Administration (FRA) and the City of Flagstaff (City or Recipient) will fund the Downtown Mile Safety and Connectivity Improvements Project (Project).

The Project will deliver safety improvements, freight and passenger rail infrastructure enhancements, and associated construction impact mitigations implemented along an approximately one-mile segment of the BNSF Railway Southern Transcontinental Route—a vital national freight corridor—in downtown Flagstaff, Arizona.

Components of the Project include (1) a pedestrian underpass at Rio de Flag (RDF), (2) an underpass at Milton Road to allow for the future widening of the road from four lanes to six lanes and increased vertical clearances, (3) a pedestrian underpass and drainage improvements at Florence-Walnut, (4) safety improvements at the Beaver Street and San Francisco Street at-grade highway-rail crossings at the reconstructed track elevation**,** and (5) the realignment of existing BNSF mainlines to the north of the existing alignment and the addition of the third track. The Project will be delivered in coordination with the adjacent Rio de Flag Flood Control Project and the Mountain Line Downtown Connection Center, a future planned community transit hub.

The Project leverages momentum from existing investments (over $158 million) to further advance true multimodal integration in a corridor that is vital to the region's transportation network, the community's goal to achieve carbon neutrality by 2030, and the neighborhood's need for enhanced, safer connectivity for active transportation users.

The Recipient has several partner agencies critical to the design and delivery of this project, including BNSF (funding partner), Arizona Department of Transportation (ADOT), US Army Corps of Engineers, MetroPlan (regional Metropolitan Planning Organization), Amtrak, and Mountain Line Transit.

All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements have been completed.

II. OBJECTIVE

The suite of improvements identified in this Project are intended to deliver transformative safety improvements within historic downtown Flagstaff, a high pedestrian traffic area that currently lacks connectivity and options for convenient grade-separated pedestrian crossings of the railway. The project area frequently experiences rail trespassing, injuries, and fatalities. Safety related to the rail corridor will be addressed through the creation of two new pedestrian underpasses, the RDF Pedestrian Underpass and the Florence-Walnut Pedestrian Underpass, the latter includes drainage improvements; replacement of the Milton Road Underpass; and safety improvements at the existing at-grade crossings at Beaver Street and San Francisco Street at the reconstructed track elevation. At Beaver Street and San Francisco Street, there will be a road profile increase and associated roadway work. Additionally, at Beaver Street there will be a rail profile increase. The locations are all located within a heavily populated one-mile stretch of the BNSF corridor, known as the Downtown Mile.

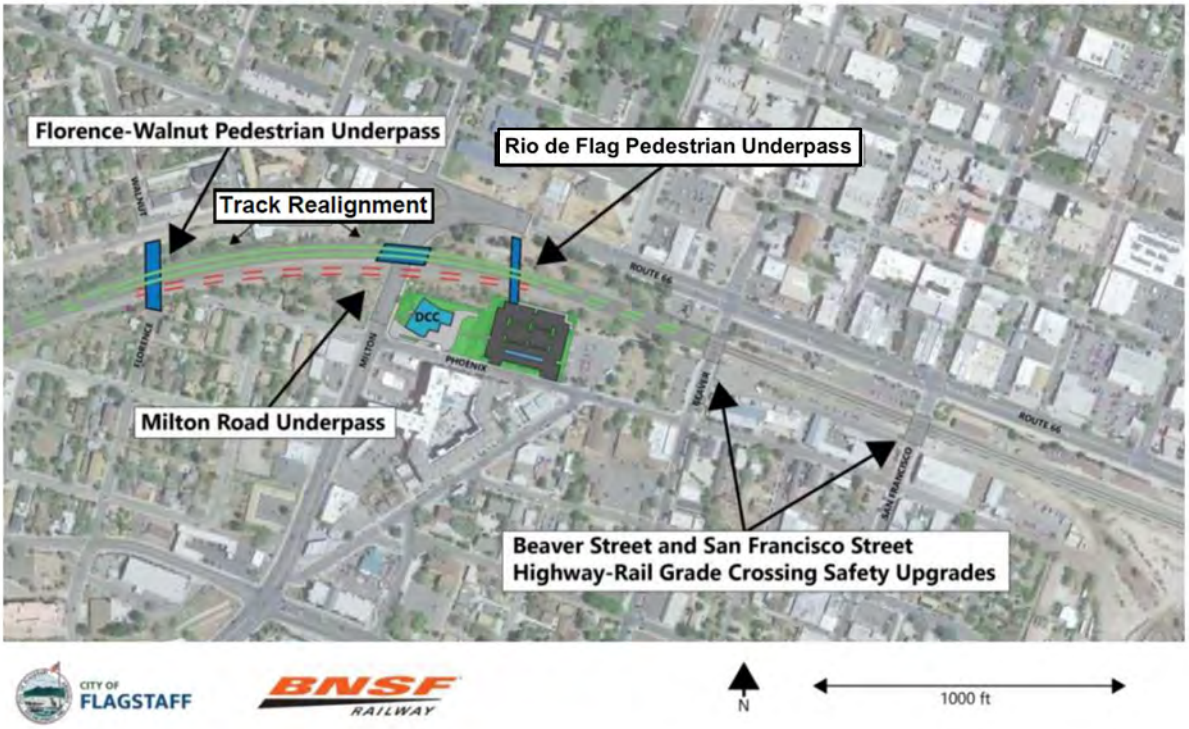
Delivering this suite of safety improvements requires additional modifications to rail infrastructure to mitigate anticipated operational impacts. This will be achieved by the construction of a permanent shoo-fly track realignment that will allow for the construction of a third main track through Flagstaff, resulting in the addition of three new tracks and the removal of the existing two tracks. The installation of the third main track in the vicinity of Flagstaff facilitates long-term BNSF capacity expansion plans that are already underway along the Southern Transcon and will enhance operational flexibility and resiliency for freight and passenger trains in the corridor. Work will also include the construction of the Rio de Flag drainage structure, which includes the addition of new culverts, located west of Beaver Street that conveys the Rio de Flag channel under the BNSF Railway and an upgrade of the railroad switch east of Ponderosa Parkway.

This Project will address downtown Flagstaff's critical need for a dynamic long-term solution that captures safety, environmental sustainability, quality of life, economic competitiveness, emerging technologies, mobility innovations, and system resiliency, and establishes sustainable funding to guide future growth and development.

III. PROJECT LOCATION

The Project is located in the city of Flagstaff, Arizona—a community of 73,300 residents lying at the base of the San Francisco Peaks. Flagstaff plays a critical role in the regional transportation network, being located directly at the junction of two Primary Highway Freight Systems on the National Highway Freight Network and being a significant pillar of the State of Arizona's economy that connects multiple transportation modes and users. The Project area is at the junction of the State Business Route 40, historic Route 66, the BNSF Railway, and surrounded by the pedestrian-centric historic downtown central business district.

Figure 1: Project Location Map



IV. DESCRIPTION OF WORK

The Recipient will complete, or cause to be completed, the following Tasks:

Task 1: Detailed Project Work Plan, Budget, and Schedule

The Recipient shall prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Recipient and agency review durations), and a detailed Project Budget. Similarly, the Detailed Work Plan should include agreements governing the construction, operation, and maintenance of the Project. The FRA will review and approve the Detailed Project Work Plan, Budget, and Schedule.

Unless expressly permitted by pre-award authority in section 5 of schedule D of this agreement, The Recipient shall not begin work on subsequent tasks until (1) the Recipient has completed and submitted to FRA the Detailed Project Work Plan, Budget (including estimated costs for Alternate Task, if provided) and (2) the FRA provides the Recipient with written approval to proceed with subsequent tasks. The FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule
- Project Agreements (if applicable)

Task 2: Construction

Task 2.1: Pre-Construction
The Recipient will provide for FRA review the Final Design (FD) documentation prepared for the Project. The Final Design Set will be composed of:

- 100% Drawings and Specifications
- Detailed Construction Schedule
- Detailed and Itemized Engineer's Cost Estimate including estimate of any force account work performed by the Railroad
- Stakeholder Signatures
- Copies of all permits that are required for construction

Final Design Sets will be submitted for:

- Rio de Flag Pedestrian Underpass Florence-Walnut Pedestrian Underpass
- Milton Road Underpass
- BNSF Track Realignment and addition of a third main track; removal of two existing tracks.
- Switch upgrade east of Ponderosa Parkway
- New Rio de Flag drainage structure
- At-Grade crossing improvements, road profile increase, and associated roadway work at Beaver Street and San Francisco Street. Beaver Street will include a rail profile increase.

Task 2.2: Construction Completion

The Recipient will construct the following elements:

- Rio de Flag Pedestrian Underpass Florence-Walnut Pedestrian Underpass
- Milton Road Underpass
- BNSF Track Realignment and addition of a third main track; removal of two existing tracks.
- Switch upgrade east of Ponderosa Parkway
- New Rio de Flag drainage structure

- At-Grade crossing improvements, road profile increase, and associated roadway work at Beaver Street and San Francisco Street. Beaver Street will include a rail profile increase.

The Recipient will construct all track, rail, and structure specific improvements in accordance with mitigation measures outlined in Section VI, permits, and FD documentation. The Recipient will not proceed with construction until National Environmental Protection Act (NEPA) and FD documentation is complete.

Task 2.3: USDOT Crossing Inventory Update
Within 30 days upon completion of the construction of the improvements of two at-grade crossing locations mentioned above, the Recipient shall submit a completed USDOT Crossing Inventory Form (Form FRA F 6180.71 (Rev. 3/15, or current)). The completion of the 2-page form will be the responsibility of BNSF and the Arizona DOT collectively to reflect the characteristics of the roadway and signal equipment at the crossing (e.g. GPS coordinates, train and traffic counts, signage). For additional information, see FRA's Guide for Preparing USDOT Crossing Inventory Forms (Rev. July 2016) on the FRA website (https://www.fra.dot.gov/eLib/Details/L16201).

Task 2 Deliverables:

- As-Builts
- USDOT Crossing Inventory Update

Task 3: Final Performance Report

The Recipient shall submit this report as required by section 7.2 of the General Terms and Conditions, and the report should describe the cumulative activities of the project, including a complete description of the Recipient's achievements with respect to the project objectives and milestones.

Task 3 Deliverables:

- Final Performance Report

V. PROJECT COORDINATION

The Recipient shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- BNSF Railway – Coordination to include review and approvals of design, permitting, collaboration on phasing and construction of improvements.
- Amtrak – Coordination to include review and approvals of design and collaboration on phasing and construction of improvements.
- ADOT – Coordination to include review and approvals of design, permitting, collaboration on phasing and construction of improvements.
- MetroPlan – Integration with Regional Plan, public involvement.
- Mountain Line – Coordination on design/construction tie ins to multimodal facility access, service schedules during construction, and bus/passenger accommodations.

- FRA

VI. PROJECT MANAGEMENT

The Recipient shall facilitate the coordination of all activities necessary for the implementation of the Project. Upon award of the Project, the Recipient shall monitor and evaluate the Project's progress through regular meetings scheduled throughout the period of performance. The Recipient shall:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary
- Review design submittal documents and approve work as completed (Preliminary and Final Design). The City of Flagstaff will be providing design reviews and QA/QC checks.
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
    a. Status of project by task breakdown and percent complete
    b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
    c. Description of unanticipated problems and any resolution since the immediately preceding progress report
    d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

3. Documents Describing Mitigation Activities.

FRA signed a Categorical Exclusion for the Project on May 5, 2025. The Recipient is responsible for complying with environmental commitments, such as mitigation measures and/or design features described in the Categorical Exclusion.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

Document Description	**Date**
Categorical Exclusion	May 5, 2025

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 11/01/2029

Period of Performance End Date: 11/01/2029

2. Estimated Project Schedule.

Milestone	**Schedule Date**
Detailed Project Work Plan, Budget, and Schedule Completion Date:	90 days after obligation
Project Agreements Completion Date:	December 30, 2025
As-builts Completion Date:	November 1, 2028
USDOT Crossing Inventory Update Completion Date:	November 1, 2028
Final Performance Report Completion Date:	120 days after the period of performance end date

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

INFRA Grant Amount: $32,460,000

Amount Subject to 23 U.S.C. 117(d)(2): $32,460,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Project Budget by Task

Task #	Task Name	INFRA Funds	Non-Federal Funds	Total Cost
1	Detailed Project Work Plan, Budget, and Schedule	$135,000	$365,000	$500,000
2	Construction	$32,322,000	$23,473,000	$55,795,000
3	Final Performance Report	$3,000	$2,000	$5,000
	Total	**$32,460,000**	**$23,840,000**	**$56,300,000**

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
INFRA Funds	$32,460,000	57.66%
Non-Federal Funds	$23,840,000	42.34%
Total Eligible Project Costs	**$56,300,000**	**100%**

In ¶ 11 of the agreement cover sheet, the amount listed in the "Federal" column is the "INFRA Funds" amount in this schedule D; the amount listed in the "Non-Federal" column is the sum of the "Other Federal Funds," and "Non-Federal Funds" in this this schedule D.

4. Cost Classification Table.

Omitted. The Recipient shall provide a project budget by FRA standard cost category with the detailed project budget that is part of Task #1, as described in section 2 of Schedule B.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any requests for the use of non-Federal funds under 23 U.S.C. 117(k) or any pre-award costs under 2 CFR 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the Project costs and documented in this section 5. See section 13.3(b) of the General Terms and Conditions.

SCHEDULE E
CHANGES FROM APPLICATION

Scope: Amtrak Station platform improvements – Platform reconstruction, drainage mitigation. (omitted from Federally funded Project) was removed from the project scope as outlined in the application.

Schedule: The grant application estimated a construction start date of April 2024; however, it is now anticipated to begin in Fiscal Year 2026.

Budget: The grant application estimated a total project cost of $69,226,000, which included previously incurred expenses of $4,226,000. The application also included the Amtrak Station improvements that were part of the project's scope of work. The total cost of that component was $8,700,000, however, with the removal of that portion of the project from the award, this brought the total future eligible project cost to $56,300,000.

The table below provides a summary comparison of the Project budget.

	Application		**Schedule -D**	
Fund Source	$	%	$	%
Previously Incurred Costs				
Federal Funds	$0	0%	$0	0%
Non-Federal Funds	$4,226,000	0%	$4,226,000	0%
Total Previously Incurred Costs	$4,226,000	100%	$4,226,000	100%
Future Eligible Project Costs				
INFRA Funds	$39,000,000	60%	$32,460,000	60%
Other Federal Funds	0	0%	$0	0%
Non-Federal Funds	$26,000,000	40%	$23,840,000	40%
Total Future Eligible Project Costs	$65,000,000		$ 56,300,000	100%
Total Project Costs	$ 60,526,000	100%	$0	0%

SCHEDULE F
INFRA PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Funding Source.

Funding Source: General Fund

3. Large or Small Designation.

Large-Small Designation: Large

4. State Incentives Pilot.

State Incentives Pilot Designation: No

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RESERVED

SCHEDULE H
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
X	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Schedule B. *(Identify the relevant actions from Schedule B in the supporting narrative below.)*

	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient will work with the awarded contractor to promote robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union.

Revised 2025-04-23

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FRA GRANT AGREEMENTS UNDER THE FISCAL YEARS 2022 INFRA PROGRAM

April 23, 2025

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for an FY 2022 INFRA Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
c. Hatch Act - 5 U.S.C. § 1501 et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
e. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108
f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. § 4541 et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
y. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
z. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

Financial Transactions – 31 U.S.C. § 1352
ee. Freedom of Information Act - 5 U.S.C. § 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
mm. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
nn. The Wilderness Act – 16 U.S.C. §§ 1131–1136
oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
pp. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
rr. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
uu. Bringing in and harboring certain aliens – 8 U.S.C. § 1324
vv. Aiding or assisting certain aliens to enter – 8 U.S.C. § 1327

Executive Orders

a. Executive Order 11990 – Protection of Wetlands
b. Executive Order 11988 – Floodplain Management
c. Executive Order 12372 – Intergovernmental Review of Federal Programs
d. Executive Order 12549 – Debarment and Suspension
e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
f. Executive Order 14025 – Worker Organizing and Empowerment
g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14154 – Unleashing American Energy
i. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201

b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 CFR Part 13
d. Procedures for predetermination of wage rates – 29 CFR Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60 et seq.
h. New Restrictions on Lobbying – 49 CFR Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26, including any amendments thereto

Specific assurances required to be included in the FY 2022 INFRA Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

[The remainder of this page intentionally left blank.]

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 INFRA program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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 otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FRA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 INFRA program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 INFRA Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way.

Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 INFRA program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 INFRA program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117, the Regulations for the Administration of the FY 2022 INFRA program**,** and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 INFRA program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 INFRA Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division B of the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024), and anticipated for future appropriations acts, and as implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

    (1) Certify whether the entity has a Tax Delinquency; and

    (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

    (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

    (2) an entity provides an affirmative response to either certification in section 3; or

    (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

    then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

    (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

    (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

    (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

    (1) require the SAM check in section 2;

    (2) require the certifications in section 3;

    (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

TERM B.5
EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This award term B.5 provides guidance on the protective arrangements equivalent to the protective arrangements established under 49 U.S.C. § 22404, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this award term B.5.

1. Definitions. Whenever used in this award term B.5, capitalized terms shall have the meanings below:

(a) "Average Monthly Compensation" means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) "Average Monthly Time" means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) "Day" means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this award term B.5.

(d) "Displaced Employee" means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee's status as a Displaced Employee begins on the date said employee is harmed.

(e) "Dismissed Employee" means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee's position, or (ii) the Railroad eliminates another employee's position (and that employee's exercise of seniority rights results in the Protected Employee's inability to secure another position by the exercise of the Protected Employee's seniority rights); and (2) is unable to secure another position by exercise of their seniority rights A Protected Employee's status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) "Project" means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) "Protected Employee" means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this award term B.5, then that employee is a Protected Employee under this award term B.5. An employee's status as a Protected Employee shall continue for the duration of the applicable

Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this award term B.5.

(h) "Protective Period" means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this award term B.5. The Protective Period begins on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this award term B.5, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this award term B.5. The Recipient shall make the acceptance of this award term B.5 a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this award term B.5 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements**. The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a

Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this award term B.5 shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee**. Where a Protected Employee is eligible for protections under both this award term B.5 and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this award term B.5 and protection under such other arrangement. After such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice**. When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations**.

(i) Initiation of Negotiation. Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this award term B.5, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this award term B.5. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) Subject of Negotiations. Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this award term B.5. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration**. If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation**. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) **Displacement Allowances**.

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee

which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses**. Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) Prior Agreement. The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) Reimbursement. A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination**. Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within

sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate

appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) **Failure to Exercise Seniority Rights**. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance**. A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this award term B.5.

(iii) Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation,

death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance**. A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this award term B.5) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment**. Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training**. In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections**. If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this award term B.5.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope**. Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this award term B.5 (other than

those Sections of this award term B.5 that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice**. The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members**. Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives**. In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding**. The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses**. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The

employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this award term B.5. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this award term B.5 that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this award term B.5, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this award term B.5 is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this award term B.5 shall not be affected.

EXHIBIT C

ARIZONA DEPARTMENT OF TRANSPORTATION
PROGRESS PAYMENT REPORT

Report No.			**IGA**	**23-0009560-I**
ADOT PO #			**PROGRESS**	
Item No.			**FINAL**	
Federal-aid No.				
ADOT Project No.				
Name of Project	T051801C			
Name of Vendor	City of Flagstaff			
REMIT PAYMENT TO:				

Date Started : Estimated Completion Date: % Billed % Complete

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION Hours	**CONTRACT AMOUNT**	Previous Accumulative Amount	Current Month	Accumulative Amount
	PER IGA 23-0009560-I				
	See Attached				$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Submitted By: Date:	Total to Date	$0.00
Approved By: Date:	Total Previous Report	$0.00
ADOT Project Manager	Current Report	**$0.00**

AZ SMART Fund Project - SAMPLE CLOSEOUT LETTER TO ADOT

Place on Sponsoring Agency's Letterhead

***Note: All items in red should be removed and replaced with the required information prior to submission to the ADOT Multimodal Planning Division. Please email**

(Insert Date)

ADOT Multimodal Planning Division
AZ SMART Fund Program
1611 W Jackson
Phoenix, AZ 85007

Re: AZ SMART Project Closeout

ADOT Project Number: T051801C
Project Name: Downtown Mile Safety and Connectivity Project
Federal Discretionary Grant received or to be pursued:
COG/MPO:
COG/MPO TIP ID Number:

To Whom It May Concern:

The **(Insert sponsoring agency's name)** received the final deliverables on **(Insert date)** for the above referenced AZ SMART project.

The undersigned certifies that:

1. The work in the subject contract has been inspected for deficiencies;
2. The required project review was conducted by representatives of **(Insert sponsoring agency's name), (Insert COG/MPO)** and ADOT on **(Insert date)** (if applicable);
3. The contractor has fulfilled all contractual obligations; and
4. The contractor was paid in full by **(Insert sponsoring agency's name)** on **(Insert date)**.

Attached is the following required documentation:
Note:** All Final Acceptance letters to the AZ SMART Fund Program will be returned ***without action unless all items listed below are submitted with this letter.

- ☐ An invoice for the final eligible costs on the project;
- ☐ Documentation reflecting payment in full by **(Insert sponsoring agency's name)** to the contractor; and
- ☐ The project final acceptance letter from **(Insert sponsoring agency's name)** to the contractor.

Please consider this project as accepted and complete. Please contact us if you have any questions regarding this request or require additional information. Thank you.

Sincerely,

Project Manager Name
Title
Agency
Address
City, AZ, Zip code
Phone Number
Email address

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nicole Antonopoulos, Sustainability Division Director

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-49: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement for a Cooperative Purchasing Agreement between the Arizona Board of Regents for and on behalf of Northern Arizona University to pursue a range of clean energy projects to meet carbon neutrality goals.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-49 by title only
2. City Clerk reads Resolution No. 2025-49 by title only (if approved above)
3. Adopt Resolution No. 2025-49

Executive Summary:

This Agreement is intended to support an Arizona-based consortium of government agencies and educational institutions ("the Collaborators") in achieving their carbon neutrality goals by procuring clean electricity. By leveraging economies of scale, the Collaborators will explore cost-effective clean energy procurement strategies, including:

1. A future Virtual Power Purchase Agreement ("VPPA"), and/or
2. Clean energy opportunities available through Arizona's regulated utilities.

This Agreement authorizes NAU to issue a non-binding solicitation on behalf of the Collaborators. Responses to the solicitation will be evaluated by representatives of the Collaborators using the following criteria: cost-effectiveness, regional impact, ability to deliver before 2030, and support for the development of new clean electricity resources. Upon selection of a preferred project, the parties will enter into non-binding negotiations to determine pricing and delivery terms. If the negotiated outcomes align with the City's needs, staff will provide an informational update to the Council and request authorization to proceed. If approved, this Agreement will remain in effect for a period of one year.

Financial Impact:

Project Name: Intergovernmental Cooperative Purchasing Agreement -- Virtual Power Purchase Agreement
Cost: Shared legal fees $10,000
Account Number Budgeted: 214-12-170-0671
FY Budgeted Amount: not originally budgeted for. Sustainability will be using savings from other projects to fund this cost.
Grant Funded: No
Funding Source: Sustainability Division

Policy Impact:

This Agreement enables the Collaborators to expand and enhance the range of options available to each entity in pursuit of their clean electricity goals. Specifically, it supports the development of new, cost-effective clean energy projects that contribute to the growth and decarbonization of the electric grid.

This Agreement benefits each Collaborator by leveraging collective purchasing power to reduce costs through economies of scale and shared expenses. The Collaborators will seek a cost-effective project that supports the

development of new clean electricity sources and delivers clean power in advance of 2030 targets.

Previous Council Decision or Community Discussion:
The City of Flagstaff officially declared a **climate emergency on June 23, 2020**. The resolution, passed by the Flagstaff City Council, recognized the urgent need to address climate change and committed the City to taking accelerated action to reduce greenhouse gas emissions and build climate resilience.

Options and Alternatives to Recommended Action:
Approve the resolution and proceed to the next phase of this initiative, which will allow NAU to issue a non-binding solicitation on behalf of the Collaborators to pursue more cost-effective clean electricity options.
Do not approve the resolution and continue with business as usual.

Connection to PBB Priorities and Objectives:

1. High Performing Governance
2. Safe & Healthy Communities
3. Sustainable & Innovative Infrastructure
4. Robust & Resilient Economy
5. Livable Community
6. Environmental Stewardship

Connection to Regional Plan:
Goal E&C.2. Reduce greenhouse gas emissions
Goal E.2. Expand production and use of renewable energy.

Connection to Carbon Neutrality Plan:
BE-1 Achieve net zero energy City of Flagstaff facilities.
CE-1 Produce 100% renewable electricity to cover all City of Flagstaff municipal electricity needs.
CE-2 Increase renewable energy installations and usage in new buildings.

Connection to 10-Year Housing Plan:
This project does not directly advance the City's Ten Year Housing Plan.

Attachments: Res. 2025-49
Cooperative Purchasing Agreement
VPPA 101
Clean Energy Fact Sheet
Presentation

RESOLUTION NO. 2025-49

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY AND THE CITY OF FLAGSTAFF FOR COOPERATIVE PURCHASING INTERGOVERNMENTAL AGREEMENT

RECITALS:

WHEREAS, Northern Arizona University (hereafter known as "NAU") and City of Flagstaff desire to enter into an intergovernmental agreement for a cooperative purchasing agreement;

WHEREAS, this Agreement is designed to assist the City of Flagstaff and NAU to reach their carbon neutrality goals for purchased electricity by utilizing the economies of scale between an Arizona Consortium of public agencies and educational institutions ("Collaborators") to procure clean energy through 1) a future Virtual Power Purchasing Agreement ("VPPA") and/or 2) clean energy opportunities in Arizona with regulated utilities.

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 NAU 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 7th day of October 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

COOPERATIVE PURCHASING
INTERGOVERNMENTAL AGREEMENT

THIS COOPERATIVE PURCHASING INTERGOVERNMENTAL AGREEMENT (hereafter "Agreement") dated May 15, 2025 by and between the **ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY** (hereafter "NAU") and **CITY OF FLAGSTAFF** (hereafter "Public Agency"), each a "Party" and collectively the "Parties", is to permit the Collaborators, defined below, to pursue a range of clean energy projects to meet carbon neutrality goals.

RECITALS

1. WHEREAS, public agencies in the state of Arizona including Northern Arizona University, Arizona State University, City of Flagstaff, City of Sedona, and the City of Tempe (each a "Collaborator" and collectively the "Collaborators"), share common goals of reaching carbon neutrality for purchased electricity; and

2. WHEREAS, this Agreement is designed to assist Public Agency and NAU to reach their carbon neutrality goals for purchased electricity by utilizing the economies of scale between the Collaborators to procure clean energy through 1) a future Virtual Power Purchasing Agreement ("VPPA") and/or 2) clean energy opportunities in Arizona with regulated utilities; and

3. WHEREAS, NAU will enter into an intergovernmental agreement with each of the other Collaborators; and

4. WHEREAS, NAU intends to prepare and conduct a Request for Proposal ("RFP") for an offsite energy project where each Collaborator will participate in sharing criteria, reviewing candidate submittal information, and selecting an approved vendor that meets procurement criteria to deliver a project pursuant to a negotiated VPPA; and

5. WHEREAS, the Collaborators intend that any such negotiated VPPA resulting from the RFP will provide or allow that each interested Collaborator may enter into the resulting VPPA for a portion of clean energy; and

6. WHEREAS, the Collaborators intend that each Collaborator will be given the opportunity to include specific terms in the RFP and during the negotiation process of the VPPA; and

7. WHEREAS, the Collaborators desire to work together to request carbon free energy options that can be provided through regulated utility providers in Arizona, concurrent with issuing the RFP; and

8. WHEREAS, in furtherance of achieving the Collaborators' clean energy objectives in a cost-effective manner, and in the event a viable transaction is selected through the RFP process, the Collaborators who desire to move forward with the selected VPPA project will jointly retain qualified legal counsel ("Joint Counsel") to provide legal advice and represent the Collaborators in the negotiation and drafting of a VPPA for their collective use.

9. WHEREAS, the Collaborators will equally share in the payment of legal costs related to Joint Counsel.

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

ARTICLE 1 – AUTHORITY AND LAWS

1. NAU is a State of Arizona public institution of higher education and is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §11-952, A.R.S. §15-1625, A.R.S. §41-2632, and Arizona Board of Regents Policy 3-808.

2. Public Agency is a municipal corporation organized and existing under the laws of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §11-952 and §41-2632 and **CITY OF FLAGSTAFF** authority to enter into this agreement (Resolution 2025-49).

3. Additional entities – not currently identified in Recital 1 - may become Collaborators upon entering into an intergovernmental agreement with NAU, where the new party is a public agency in accordance with A.R.S. §11-951, *et seq.* and agrees to all material terms and conditions contained herein. NAU shall notify each Collaborator in writing prior to entering into any such agreement and allow each Collaborator to object. If any Collaborator objects in writing within three (3) business days following such notification, NAU shall not enter into an agreement with the prospective Collaborator.

4. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements, cooperative purchase agreements, and mandatory contract provisions of state agencies required by statute or executive order.

5. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in its entirety in this Agreement. Each Party agrees to comply with provisions, the statutes, and the regulations set out in this Agreement. The recitals are also incorporated into this Agreement as if fully set forth herein.

ARTICLE 2 - TERM

1. The term of the Agreement is one (1) year effective from the date of final signature of the Parties.

2. Upon mutual consent of the Parties, this Agreement may be extended through an amendment signed by the Parties. Each extension term may not exceed one (1) year.

ARTICLE 3 - PURPOSE

The purpose of this Agreement is to maximize and improve the options available to each Collaborator to reach its carbon-free and clean energy goals. In particular, this Agreement supports the Collaborators' goals to support new clean energy projects to be built on the grid in a cost-effective way. This Agreement is beneficial to each Collaborator as it increases purchasing power through economies of scale and reduces cost by sharing expenses. Collaborators will look for a project that is cost effective, supports new clean energy power sources, and will generate clean power ahead of 2030 targets.

ARTICLE 4 – COSTS, EXPENSES, AND BUDGETING

1. Costs and Expenses Specific to One Party - The costs and expenses of activities that are specific only to each Party shall be funded by such Party including but not limited to the cost of internal counsel used during the RFP and VPPA negotiation process or ongoing legal costs incurred specific to its individual needs.
2. NAU Costs and Expenses–External expert consultant costs of seventy thousand dollars ($70,000.00) associated with development, drafting, and issuance of the RFP and the qualitative analytic evaluation of RFP responses shall be borne solely by NAU.
3. VPPA Legal Costs – The Collaborators who choose to move forward with the selected VPPA project will equally share in the payment of legal fees and expenses associated with Joint Counsel's services that are conducted after selection of one or more projects through the RFP (Such services include drafting and negotiation of a VPPA and legal advice). The expected total amount of such shared costs ("Shared Costs"), which will be equally split among Collaborators is, sixty thousand dollars ($60,000). Joint Counsel will enter into an engagement letter with each Collaborator that will outline shared costs and Collaborator specific expenses. Joint Counsel will invoice each Collaborator for their portion of the shared costs and any additional expenses incurred by the Collaborator.
4. Budgeting - The Parties agree to make good faith efforts to budget funds necessary to carry out the terms of this Agreement.

5. No Additional Fiduciary Obligations - This Agreement does not create any additional fiduciary or other obligations between the Parties, except for those obligations expressly and specifically set forth herein.

ARTICLE 5 - TERMINATION

In addition to termination by expiration of the term, the Agreement may be terminated as follows:

1. Public Agency may terminate this Agreement, upon providing written notice of termination to NAU, provided however, that Public Agency shall be responsible for its share, if any, of Shared Costs accrued up to termination. Upon termination, Public Agency will no longer be a Collaborator. NAU will update the Collaborator list by providing notice to all Collaborators.
2. The Parties understand that this Agreement may be cancelled at any time by action of any successor legislative or other governing body including cancellation for lack of funding, without further obligations of the cancelling party. In addition, such cancelling Party shall be liable for its prorated share of any Shared Costs up to the date of termination.
3. The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511.

ARTICLE 6 – RESPONSIBILITIES OF EACH PARTY

1. The Parties agree to work together in aiding NAU in issuing an RFP to solicit qualified vendors to provide one or more VPPAs concerning an offsite clean energy project that each Collaborator can join.
2. The Parties agree to work together in reviewing criteria for and responses to the RFP.
3. Each Party shall appoint a single representative from its organization to serve as a committee member to participate in the RFP work under this Agreement. However, each Party may also include additional internal representatives to participate in certain aspects of the procurement to aid in evaluation of the RFP, but only the committee member shall function on the RFP and such internal representatives will be required to sign an evaluation committee form. If a committee member is unable to serve in their capacity, such committee member may be replaced in accordance with the RFP committee rules. Each representative will ensure that its organization's needs are represented.
4. The Parties shall pay their share of the legal costs as outlined in Article 4, Section 3, subject to the termination provisions outlined in Article 5.
5. The Parties will jointly work to concurrently solicit comparable clean energy opportunities available through Arizona's regulated utility providers.

6. The Parties acknowledge that participation by each Collaborator is essential to achieving economies of scale; and exiting this Agreement or not continuing with the RFP and the resulting VPPA could result in higher costs for the remaining Collaborators. Each Party is committed to serious consideration of the economies of scale when deciding its participation or non-participation in this process and this Agreement formalizes such commitment.
7. The Parties will work jointly on the key objectives and obligations as outlined in the attached Exhibit A, incorporated herein by reference.
8. As the primary coordinator among the Collaborators and the issuer of the RFP intended to benefit the Collaborators, NAU shall coordinate among the Collaborators and keep Public Agency informed of ongoing efforts and issues related to the collaboration, including:
    a. NAU shall timely notify Public Agency when any Collaborator has terminated its agreement with NAU.
    b. NAU shall timely notify Public Agency when a new Collaborator request is received.
    c.
    d. Once Shared Costs begin to accrue, NAU shall provide monthly accounting of such Shared Costs to Public Agency.

ARTICLE 7 – INSURANCE, LIABILITY, AND INDEMNIFICATION

1. Each Party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability that could arise from the acts and omissions of the Party's employees or agents.

2. Each Party shall be solely responsible for liability due to an act or omission of its employees or its agents under this Agreement.

3. 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 and costs) (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, indemnitor's officer, officials, agents, employees, or volunteers.

4. Nothing in this Agreement shall be construed to modify, alter, or amend the authorities, duties, responsibilities or obligations of either Party under applicable law.

ARTICLE 8 – NONDISCRIMINATION

The Parties agree to comply with all applicable state, and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.

ARTICLE 9 - DISPUTES

The Parties agree to work cooperatively and in good faith to resolve any disputes that may arise under this Agreement. If a dispute is not resolved, then the Parties agree to negotiate with each Party's chief executive to try to resolve the dispute.

ARTICLE 10 - ARBITRATION

Pursuant to A.R.S. § 12-1518, the Parties acknowledge and agree that the Parties will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement, if required by A.R.S. §12-133.

ARTICLE 11 – RECORDS RETENTION

The Parties agree to retain all books, accounts, reports, files, and other records relating to this Agreement and to make sure such records are available at all reasonable times for inspection and audit by either Party, the Arizona Board of Regents, or the Auditor General of the State of Arizona, or its agents, during the term of and for a period of five (5) years after the completion of this Agreement.

ARTICLE 12 – RELATIONSHIP OF THE PARTIES AND MARKS

Each Party is an independent contractor and is independent of the other Party. Under no circumstances shall any employee of one Party be deemed the employee of the other Party for any purpose. This Agreement does not create a partnership, joint venture, or agency relationship between the Parties of any kind or nature. No Party shall have any right, power, or authority under this Agreement to act as a legal representative of the other Party, and no Party shall have any power to obligate or bind the other Party or to make representations, expressed or implied, on behalf of or in the name of the other Party in any manner or for any purpose whatsoever. Each Party acknowledges that the relationship of the Parties hereunder is non-exclusive. In addition, no Party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other Party without prior written authorization from such Party.

ARTICLE 13 – NO THIRD-PARTY BENEFICIARIES

No person or entity, whether or not mentioned or referred to in this Agreement, other than each Party and each Party's permitted successors and assigns, shall be considered to be a third-party beneficiary of or entitled to assert any rights under this Agreement.

ARTICLE 14 – FORCE MAJEURE

Neither Party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the Party whose performance is interfered with, and which by the exercise of reasonable diligence, said Party is unable to prevent ("force majeure event"), including but not limited to acts of God, epidemics, pandemics, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, or government regulation.

ARTICLE 15 – NOTICES

All notices to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, or email with delivery receipt, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, (iii) if sent by email, when received. Notices shall be sent to a Party at the address listed on the signature line with a copy to Northern Arizona University, Contracts, Purchasing and Risk Management, PO Box 4124, 545 E. Pine Knoll Dr., Flagstaff, AZ 86011, NAU-Contracts@nau.edu.

ARTICLE 16 - COUNTERPARTS

This Agreement may be signed in counterparts. Each counterpart will constitute an original document and these counterparts taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be original signatures for all purposes.

ARTICLE 17 – FINAL AGREEMENT

This Agreement represents the final agreement of the Parties and supersedes any prior written or oral agreements between the Parties. This Agreement may not be modified or amended except by written instrument signed by the authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties hereto have read and agree to the terms and conditions herein and have executed this Agreement as of the last signature hereof:

(signature pages to follow)

ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY

Signature: _____

Name: Bjorn Flugstad

Title: Senior Vice President and Chief Financial Officer

Date: _____

PO Box 15099, 1100 S. Beaver St., Flagstaff, AZ 86011, Green@nau.edu

REPRESENTING NAU:
The undersigned counsel for NAU has reviewed this Agreement and determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such public agency.

Signature: _____

Name: Michelle G. Parker

Title: Vice President for Legal Affairs & General Counsel

Date:_____

CITY OF FLAGSTAFF

Signature: _____

Name: _____

Title: _____

Date: _____

211 W Aspen Ave, Flagstaff AZ 86001

REPRESENTING PUBLIC AGENCY:

The undersigned counsel for the City of Flagstaff has reviewed this Agreement and determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such public agency.

Signature:_____

Name:_____

Title:_____

Date:_____

Exhibit A: Overview of Key Activities and Obligations

Phase	Description	Expected Financial Commitment for Phase
1: RFP Criteria set by RFP Committee	The RFP Committee led by NAU will set the RFP criteria	No Shared Costs for Collaborators by entering this Agreement during Phases 1-7
2A: NAU to Issue RFP to Vendors	NAU will release an RFP to qualified vendors requesting projects for a VPPA	
2B: Request to Arizona Utilities to provide options	Parties will reach out to its respective utilities to confirm the options that can be provided and the costs.	
3: Vendor Responses Received	Results returned from the RFP – Collaborators can opt to not select a project and not continue forward	
4: Short-list of Vendors	Top vendors are identified that will undergo further evaluation	
5: Review Arizona utilities options	Review options presented by Arizona utilities	
6: Internal Stakeholder Feedback	Collaborators seek internal feedback on projects.	
7: Diligence Project Short-list	Top projects are selected for further diligence and interviews with the vendors.	
8: Final Project(s) Selected	Final project(s) selected to move forward. Negotiation completed on the full VPPA with feedback provided to NAU by all Collaborators.	Shared Costs will be incurred during Phase 8 in accordance with Article 4.
9: Contracts Executed	Subject to each Collaborator's discretion, each Collaborator signs the negotiated VPPA.	

AN INTRODUCTION TO VIRTUAL POWER PURCHASE AGREEMENTS

NICOLE ANTONOPOULOS

AUGUST 2025

Agenda

1. Why We Are Here Today

2. Introduction to a Virtual Power Purchase Agreement

3. Role for Virtual Power Purchase Agreement in the City's Clean Energy Portfolio

4. Looking Ahead

Commitments to Clean Energy

1. 2017-2019 City Council Goals

2. Climate Action and Adaptation Plan

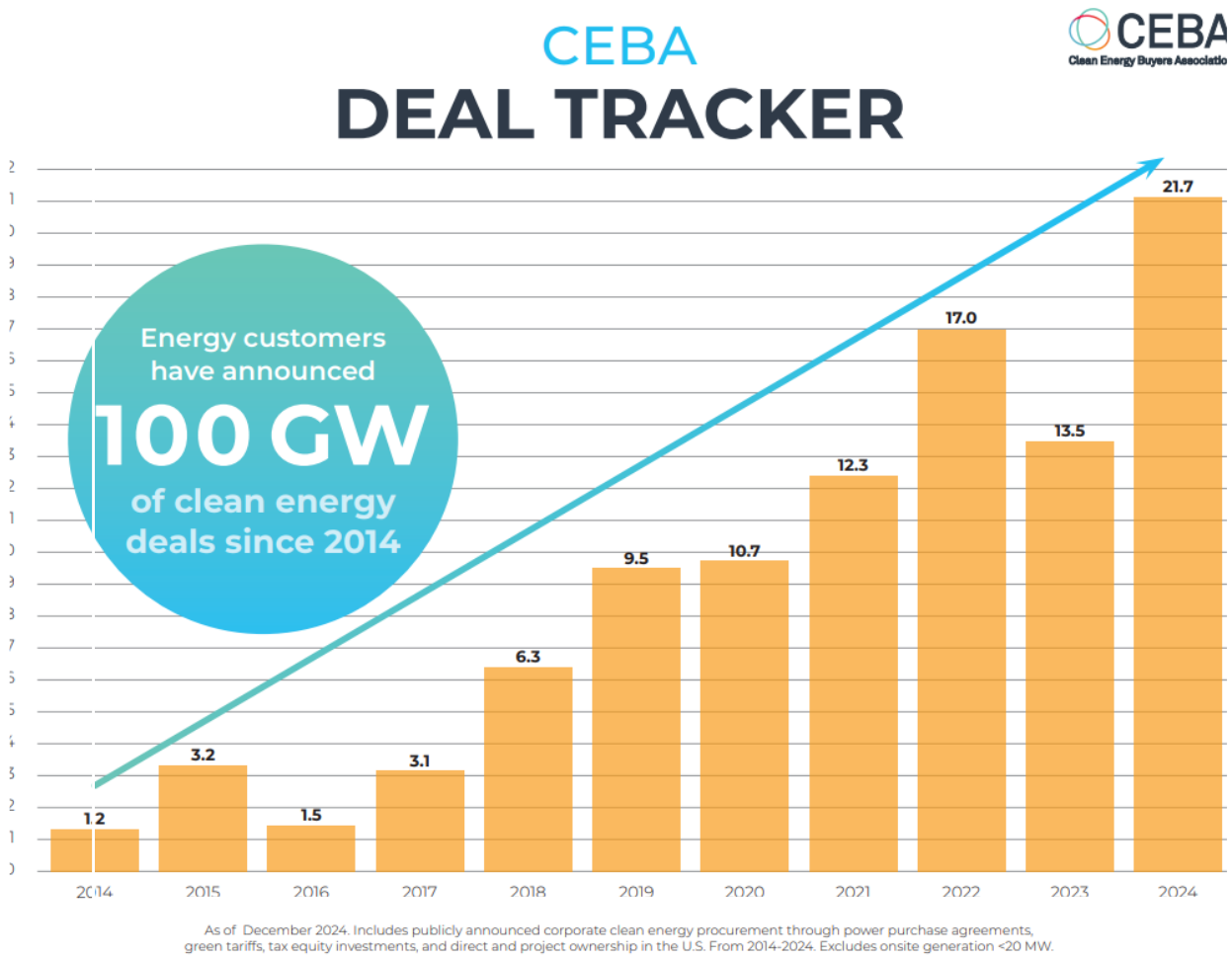
3. Carbon Neutrality Plan

Supporting Clean Energy Goals

There are several models to support clean energy goals

1. City-owned/Lease to Own
2. Power Purchase Agreement
3. Renewable Energy Credits
4. **Virtual Power Purchase Agreement**
5. Future innovation?

An Introduction to Virtual Power Purchase Agreements



Virtual power purchase agreements (VPPAs) are becoming an increasingly popular way for organizations to achieve their clean energy goals and stabilize pricing.

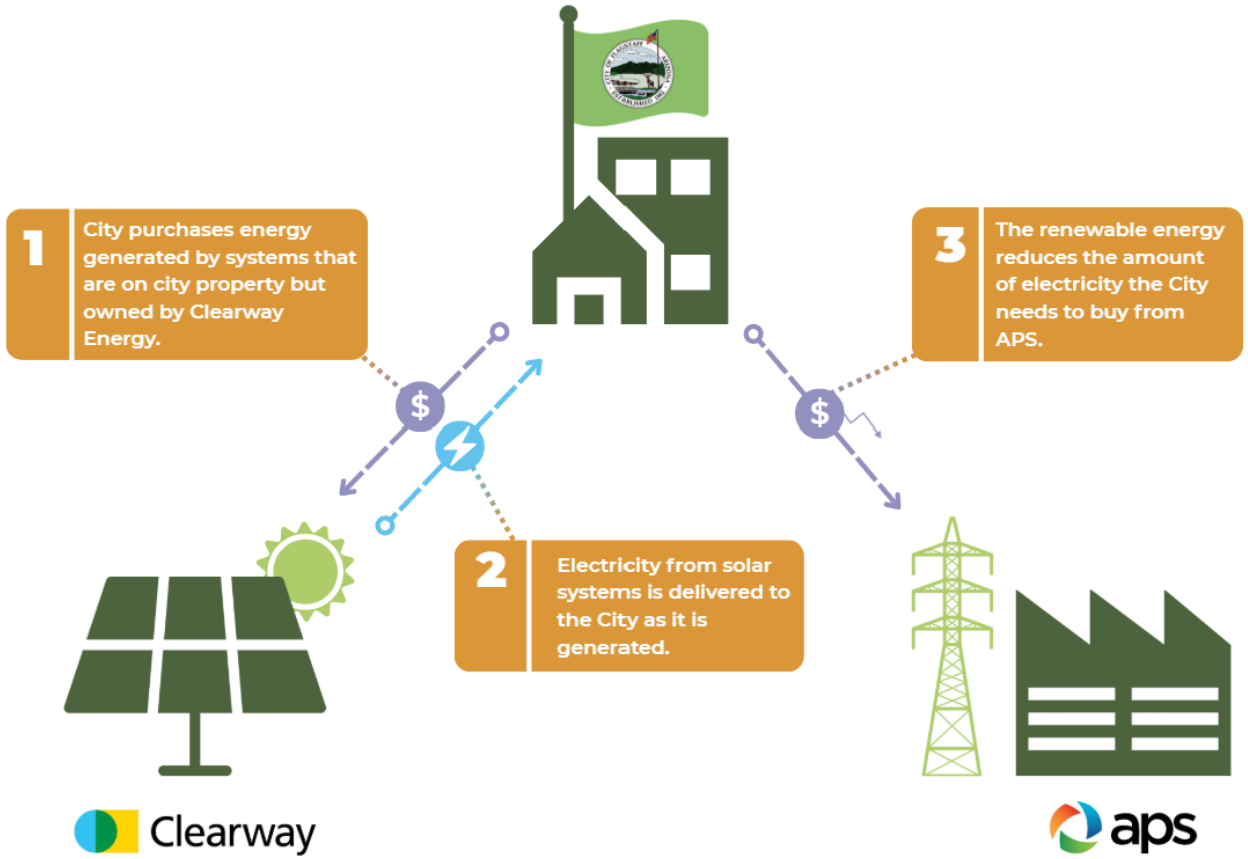
But before we explore the VPPA model…

First Let’s Discuss Power Purchase Agreements

A power purchase agreement (PPA) is an energy contract between an energy buyer and a clean energy project developer. The buyer guarantees the purchase of the energy sold from a new renewable energy project for a fixed price. Typically, the buyer has available land to host a project, which is used to " anchor” a fixed price. PPAs normally span 10-25 years.

The City is in a PPA contract. Clean energy systems are located at the Aquaplex, City Hall, and Wildcat Wastewater Treatment Facility.

First Let's Discuss Power Purchase Agreements



2011/2012 City PPA:

Aquaplex (roof mount)

93.5 Kilowatts

$0.115 /kWh (APS ~$0.138/kWh)

City Hall (parking canopies)

201 Kilowatts

$0.124/kWh (APS ~$0.149/kWh)

Wildcat (tracker ground mount)

568 Kilowatts

$0.103/kWh (APS ~$0.122/kWh)

Why a Power Purchase Agreement?

Price stability: PPAs lock in the price of electricity, providing stability and reducing the risk of price fluctuations

Long-term commitment: Agreements are typically long-term, which helps to mitigate risks associated with short-term market volatility

Reduces risk: The buyer holds little liability (performance, credit, and market)

Direct relationship with supplier: PPAs provide a direct relationship between the buyer and the power producer, reducing the risk of supply disruptions.

New clean energy: Provides a low-risk pathway to bring new systems online.

An Introduction to Virtual Power Purchase Agreements

With a PPA, the buyer purchases clean energy at a specified delivery point, such as the buyer's source of need (meter), or it can be sent to the grid.

With a **virtual** power purchase agreement (**VPPA**), the energy doesn't physically flow from the project to the buyer. Rather, energy is sold on the wholesale electricity market at a defined location.

A VPPA can be used for energy production or the purchase of Renewable Energy Credits (RECs) to achieve clean energy goals.

Why a Virtual Power Purchase Agreement?

They expedite the development of utility-scale renewable energy projects in areas outside the buyers' region to promote cleaner electricity generation, reduce air pollution, and spur economic development

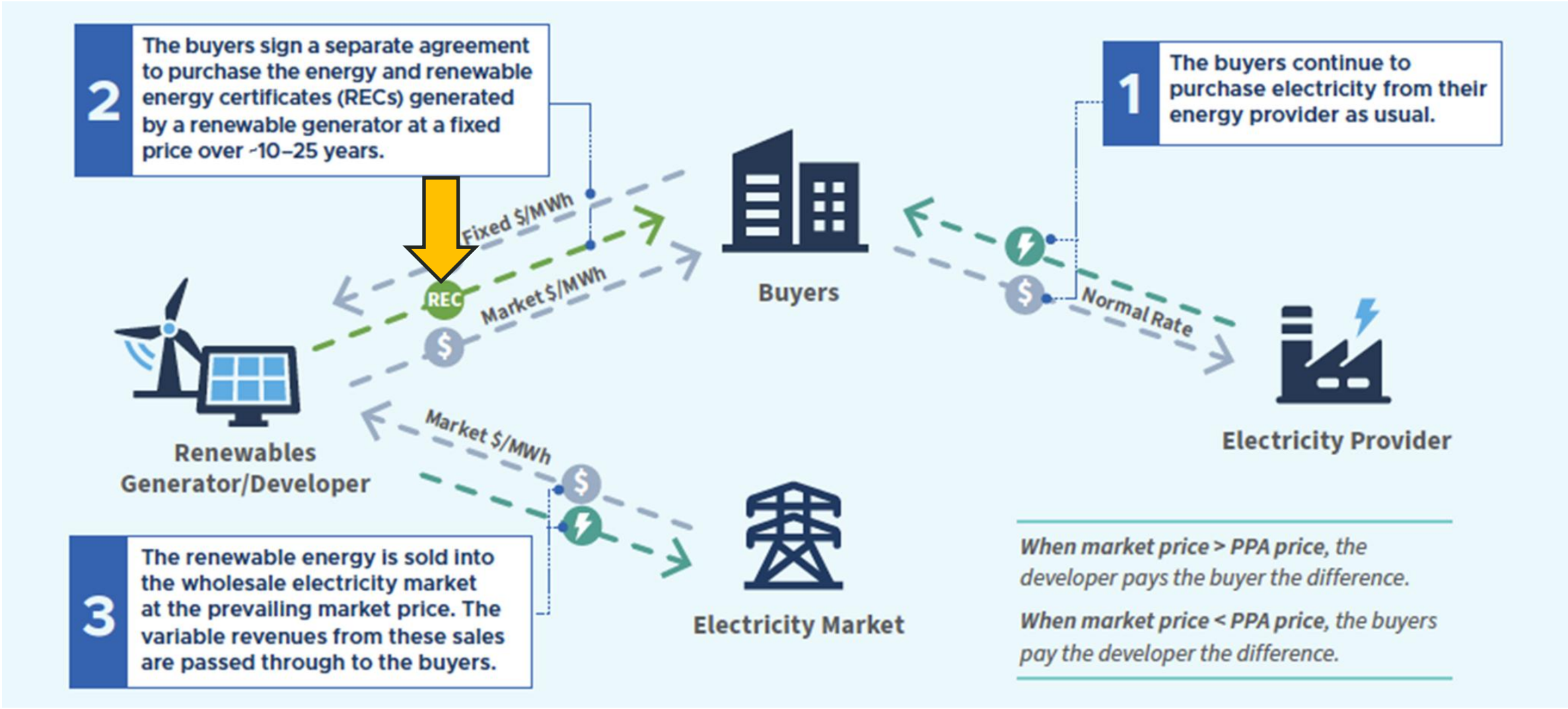
New Clean Energy on the grid: Cleaning the grid and decreases carbon emissions

Price stability: VPPAs lock in the price of renewable energy credits (RECs), providing stability and reducing the risk of price fluctuations

Economy of scale: VPPAs allow a consortium of buyers to negotiate better rates and legal costs

Long-term commitment: Agreements are typically long-term, which helps to mitigate risks associated with short-term market volatility

Mechanics of a Virtual Power Purchase Agreement



Role of a Virtual Power Purchase Agreement

In simple terms, this VPPA project focuses on purchasing Renewable Energy Credits (RECs) at the most competitive rates to offset remaining non-renewable municipal energy use. It also supports new clean energy projects in a cost-competitive manner.

Risk with a Virtual Power Purchase Agreement

While a VPPA will yield a fixed price for clean energy RECs, there are risks:

Complex initial agreements: Multi-agency agreements can add complexity

Monthly price fluctuation: Clean energy is sold on the open market which can lead to varying prices month to month, but will average out over the fiscal year

Staff oversight: After the negotiation phase, a VPPA will require oversight and monitoring

Role of Virtual Power Purchase Agreements

How does a Virtual Power Purchase Agreement Achieve the City's Clean Energy Goals?

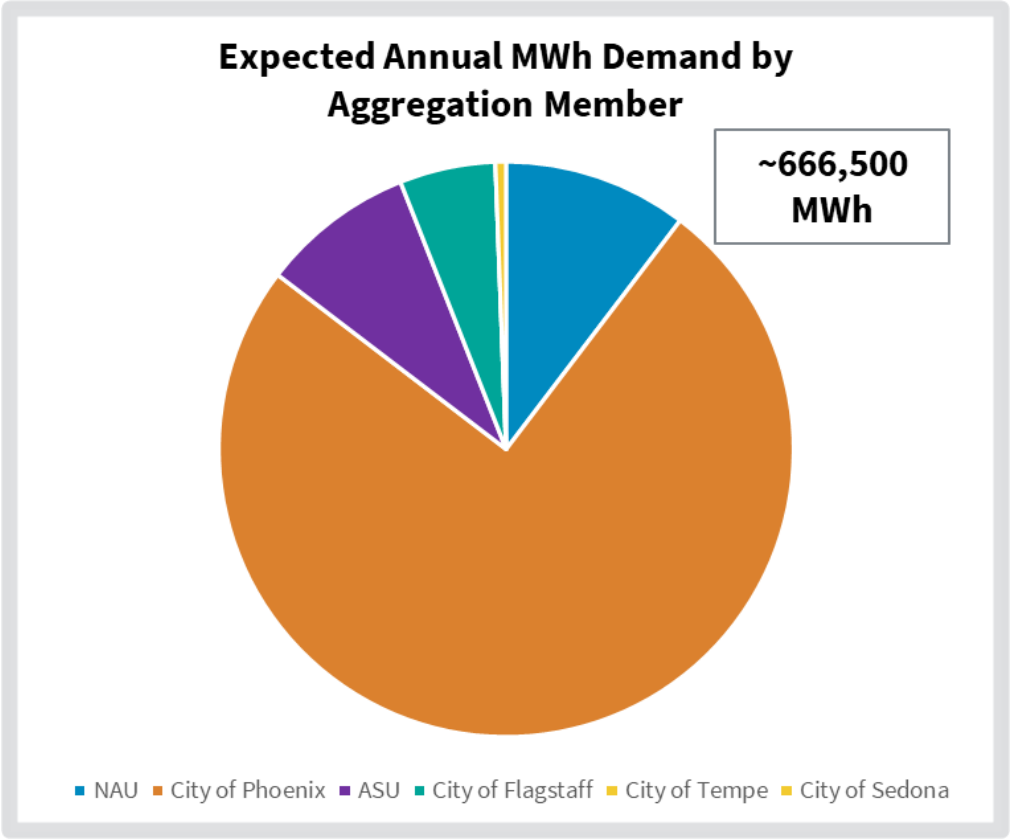
The City's Current Clean Energy Portfolio

Diversified Portfolio	Agency	Contract	~Annual Energy Yield/RECs (MWh)	~ Annual Operational Savings
1) Arizona Power Authority (Hoover Dam) Schedule D	APA	2057	850	$38,450
2) APS Green Power Partners (GPP)	APS GPP	Monthly	36,000	-$96,850
3) CoF Owned	CoF	Financed through 2029	1,300	$32,740
4) PPA	PPA	2031	1,500	$32,880

The Arizona Consortium

The Arizona Consortium comprises of Arizona State University, the City of Flagstaff, Northern Arizona University, the City of Phoenix, the City of Sedona, and the City of Tempe.

NAU has been leading this effort for the last two years. They've hired consultants (Usource) to advise the consortium and oversee this VPPA initiative.



Why a Consortium?

The consortium approach is favored for two key reasons:

Value in a Joint Effort: Leverages economies of scale and increases options for stronger pricing.

Limited Options in Arizona: Arizona is a regulated electricity market and there are fewer viable options for clean power procurement than in other states. This increases the need for creative, collaborative thinking to engage the wholesale market and our utilities.

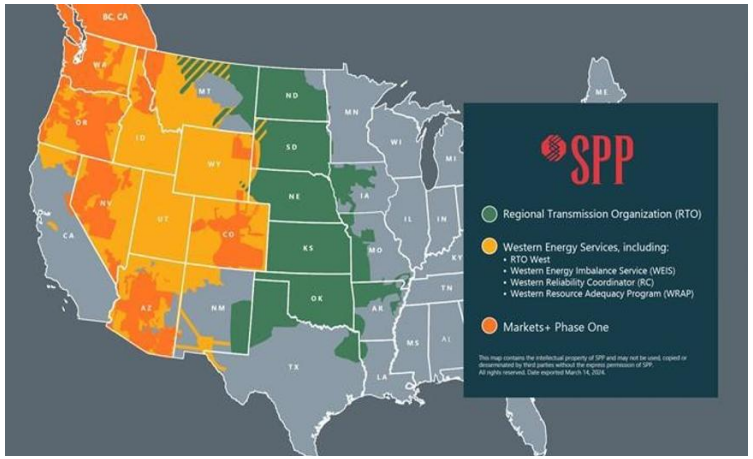
An Introduction to Virtual Power Purchase Agreements

This 200-Megawatt solar installation in Bell County, Texas is one of the renewable energy projects a Boston-area Virtual Power Purchase Agreement consortium supports.

Looking Ahead

On October 7th staff will present an Intergovernmental Agreement (IGA) for consideration. The IGA will authorize NAU to issue a non-binding solicitation on behalf of the consortium to procure price competitive RECs:

1. Prioritize regional participation from APS/SRP
2. Open to national wholesale energy markets, favoring Southwest Power Pool.



VPPA/Utility Steps	Date
IGA Final to parties	July 22nd
IGA Approval by parties	September/ October
Pre-RFP Criteria. Develop RFP language, Developer outreach list	End July-August
Finalize RFP specs	Early-mid Oct
Issue RFP to developers	Mid/late Oct
Engage APS with Consortium request	Mid/late Oct
NOI to bid	One week of issuance
Developer/Utility responses (50-100 responses)	Mid -Nov
Response analysis	3-4 weeks Mid Dev
Short list review .Interviews, Request term sheet or send ours, Best and Final	3-4 weeks
Decision on final project—NOI to award	Mid January
Term Sheet and LOE. Preliminary redline, Finalize terms, Sign to negotiate	March 2026
PPA/utility negotiation (ideally 95% aligned parties)	July 2026
Approve and Sign. Party approvals	August 2026
Operational Project and REC delivery	2027-2028

QUESTIONS?

Nicole Antonopoulos
Sustainability Director
City of Flagstaff
Nantonopoulos@flagstaffaz.gov

General info:

Flagstaff.az.gov/sustainability

sustainability@flagstaffaz.gov

(928) 213-2153

Arizona Clean Energy Consortium

Why Develop a Consortium?

NAU is leading a Consortium of Universities and Municipalities across Arizona to procure clean energy in support of each entity's carbon neutrality and sustainability targets. The consortium approach is favored for two key reasons:

- **Value in a Joint Effort:** Working together increases go-to-market size, allowing the group to leverage economies of scale and benefit from more options and stronger pricing. It also leverages our collective knowledge and demonstrates a strong commitment to sustainability across the state
- **Limited Options in Arizona**: Since Arizona has a fully regulated electricity market with lack of retail choice, there are fewer viable options for clean power procurement than in other states. This increases the need for creative, collaborative thinking to engage the wholesale market and and our utilities

Top Criteria for Project Selection

- **Cost Effective:** The Consortium members aim to reach their carbon neutrality goals with consideration of budget constraints and economic risks
- **Supporting New Clean Power:** The Consortium prioritizes investments in new projects that displace fossil fuels and reduce grid-based greenhouse gas emissions– not just paying a fee to make a claim
- **Local Impact:** The Consortium values solutions that benefit communities in and around Arizona as they build towards a more sustainable future and greens up the AZ grid
- **Ready by 2030:** The Consortium is looking for solutions that will be operating ahead of 2030 targets

Two Paths to New Clean Energy

- **Options with APS and SRP:** Energy users in Arizona have options to work with local utilities through approved Green Rates to get new clean power delivered from the local grid. Unfortunately, these projects have not been developed for municipalities and previous cost estimates have been high.
- **Virtual Power Purchase Agreement (VPPA):** The Consortium can support the development of a new renewable energy project that supports scalable decarbonization of the US energy supply in a cost-competitive manner. State regulations limit this option in Arizona, but there are many regional options available in wholesale markets that could benefit the AZ grid.

Arizona Clean Energy Consortium--Options

Clean Energy Option	Physically in Arizona	Greens the AZ Grid	Adds New Renewables	Expected Cost	Online by 2030
APS GPP Green Connect For a cost premium, APS will allocate renewable energy credits (RECs) to customers from operating assets placed in service by 1/1/21-- in and outside of AZ. Used by Flagstaff and Sedona	Potentially – Flagstaff and Sedona get RECs from NM	Not beyond APS plan	No	$ (fixed per the term of the contract)	Existing resource
APS GPP Green Locate/Green Commit APS has options that would allow the Consortium receive power from a new-build renewable project. Availability is completely reliant on supply/terms offered by APS/SRP.	Yes	Yes	Yes	$$$$ (fixed per the long term of the contract)	2028+ Unknown for new project
VPPA in Arizona The Consortium signs an agreement to support a wind/solar project build in AZ and delivering power to into the California grid, potentially used by APS at times	Yes	Powers CA, but extra power may serve APS	Yes	$$$ (contract specific, pricing can be variable)	2028 – delays common
VPPA in Southwest Power Pool (SPP) The Consortium signs an agreement to support a wind/solar project built in SPP, the deregulated power region APS and SRP have indicated they will join in 2027	No	Potentially starting in 2027	Yes	**+/-** $ (contract specific, pricing can be variable)	2028

Planned Next Steps

- **Sign an Intergovernmental Agreement**: NAU has developed an IGA for participants to show their commitment to working together to acquire clean energy. Each entity that signs the IGA will have the option to not move forward if available projects do not meet their priorities or contractual needs.
- **Issue an RFP/Utility request:** Members of the IGA will have representatives on the RFP committee to develop criteria similar to those above and issue a VPPA solicitation. APS and SRP will be asked to provide clean energy options to the group concurrent with this VPPA solicitation.

VIRTUAL POWER PURCHASE AGREEMENT

NICOLE ANTONOPOULOS

OCTOBER 2025

Agenda

1. Recap of a Virtual Power Purchase Agreement (VPPA)

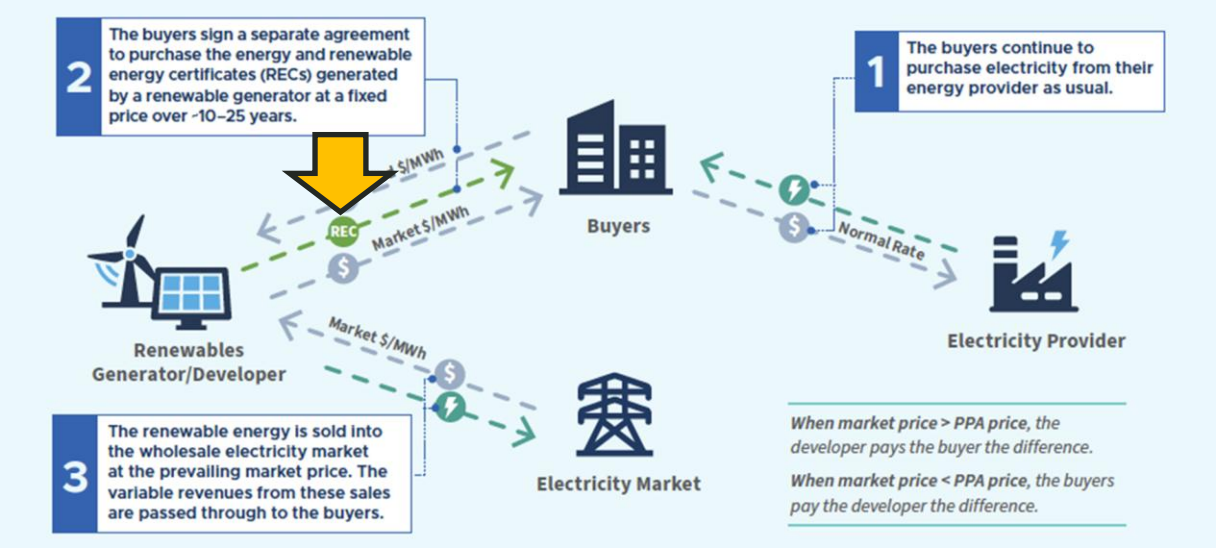
2. Inter-governmental Agreement framework

3. Next steps

1. Recap of a Virtual Power Purchase Agreement

Role of a Virtual Power Purchase Agreement

This VPPA discussion focuses on purchasing Renewable Energy Credits (REC) at the most competitive rates to offset remaining non-renewable municipal energy use. It also supports new clean energy projects in a cost-competitive manner.



The City's Current Clean Energy Portfolio

Diversified Portfolio	Agency	Contract	~Annual Energy Yield/RECs (MWh)	~ Annual Operational Savings
1) Arizona Power Authority (Hoover Dam) Schedule D	APA	2057	850	$38,450
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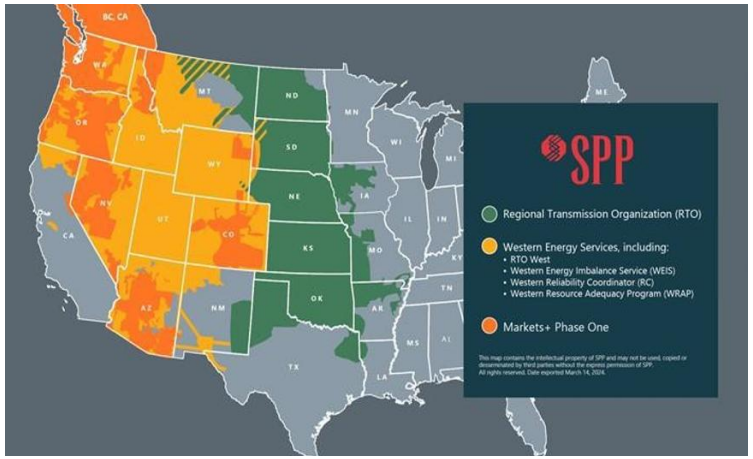
3) CoF Owned	CoF	Financed thru 2029/2030 +	1,300	$32,740/$176,549
4) PPA	PPA	2031	1,500	$32,880

2. The Intergovernmental Agreement

Intergovernmental Agreement

The IGA will authorize NAU to issue a non-binding solicitation on behalf of the consortium to procure price competitive RECs:

1. Prioritize regional participation from APS/SRP
2. Open to national wholesale energy markets, favoring Southwest Power Pool.



Solicitation Draft Scoring

- Project Economics – Projects that have favorable forecasted economics and structures that can reduce month-to-month settlement volatility: **40%**
- Project's Connection to Arizona – Projects in Arizona that support the Arizona economy or with the potential to feed into the Arizona grid post the SPP West expansion, **10%**
- Project Impact – projects with higher emissionality, projects with additional community impact, education opportunities, on tribal lands, etc., or other project benefits beyond economics : **10%**
- Likelihood of Project Completion – Project Development Progress, Developer's previous track record of development, as well as any specific experience with consortiums or public institutions, and Developer Presentation: **25%**
- Contracting – Favorability of the provided term sheet and willingness to accept the Consortiums Terms and Conditions and justification for non-agreement and impact to Consortium due to non-agreement: **15%**

3. Next Steps

VPPA DRAFT TIMELINE	Date
IGA approval by parties	Early October
Finalize RFP specs	Mid/late Oct
Issue RFP to renewable energy developers	Late Oct/Early Nov
Present Consortium request to APS	Late Oct/Early Nov
NOI to bid	One week of issuance
Developer/Utility responses (50-100 responses)	Late Nov.
Response analysis	Dec.
Short list review/Interview/Request term sheet or send ours/ Best and Final	3-4 weeks
Decision on final project—NOI to award for VPPA or APS initiation	Early Feb.
Term Sheet and LOE/Preliminary redline/Finalize terms/Sign to negotiate	April 2026
PPA/Utility negotiation (ideally 95% aligned parties)	August 2026
Approve and Sign. Party approvals	Sept. 2026
Operational Project and REC delivery	2027-2028

QUESTIONS?

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Sustainability Director
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General info:

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(928) 213-2153

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Paul Mood, City Engineer

Co-Submitter: Joanne Keene

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-47: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) between the City of Flagstaff and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT) for the design and construction of a traffic signal at the intersection of W. Route 66 and Woody Mountain Road.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-47 by title only
2. City Clerk reads Resolution No. 2025-47 by title only (if approved above)
3. Adopt Resolution No.2025-47

Executive Summary:

The Arizona State Legislature passed Senate Bill 1737, which appropriated $1,900,000 to be distributed to the City of Flagstaff for the design and construction of a traffic signal at the intersection of Woody Mountain Road and U.S. Route 66. If the City approves the IGA, funds are to be distributed to the City by November 1, 2025.

MetroPlan, ADOT and the City have been working on the W. Route 66 Operational Assessment which will recommend the ultimate roadway cross-section, intersection improvements, transit and multi-modal improvements along the corridor from Milton Rd. to Flagstaff Ranch Rd. The MetroPlan Executive Board reviewed the W. Route 66 Operational Assessment at their September 4th meeting.

Financial Impact:

Project Name: W. Route 66 and Woody Mountain Rd. Traffic Signal
Cost: $1,900,000

There is no budget appropriation identified for this project in FY2025-26 budget. When this project moves into the design phase, budget appropriation will be required to be identified to ensure the city is in compliance with state statutes and Engineering Division expenditures stays within budget.

Policy Impact:

None

Previous Council Decision or Community Discussion:

There has not been any previous Council decision or community discussion on this project.

Options and Alternatives to Recommended Action:

1. Approve the IGA with ADOT as presented.
2. Reject and direct staff to renegotiate the terms of the IGA with ADOT and/or State Legislature.

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Connection to Division Specific Plan:

Attachments: Res. 2025-47
IGA
SB1737 Fact Sheet
Presentation

RESOLUTION NO. 2025-47

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR THE DESIGN AND CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF WOODY MOUNTAIN ROAD AND U.S. ROUTE 66

RECITALS:

WHEREAS, the Arizona Department of Transportation and City of Flagstaff desire to enter into an intergovernmental agreement for the design and construction of a traffic signal at the intersection of West Route 66 and Woody Mountain Road;

WHEREAS, The Arizona State Legislature passed Senate Bill 1737 which appropriated $1,900,000 to be distributed to the City of Flagstaff for the design and construction of a traffic signal at the intersection of Woody Mountain Road and U.S. Route 66.

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 the Arizona Department of Transportation 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 7th day of October 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

ADOT CAR No.: IGA 25-0011189-I
AG Contract No.: P0012025000602
Project Location/Name: Design and construct traffic light signal at Woody Mountain Road and US Route 66
Type of Work: Design and Construct Traffic Signal
TIP/STIP No.: NA
Budget Source: 2025 Legislative Appropriation Transportation Projects: General Fund (Laws 2025, 1st Regular Session, Chapter 235 Senate Bill 1737)
Appropriation No.: 2025 DT54060

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "CITY" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. Laws 2025, 1st Regular Session, Chapter 235 (Senate Bill 1737), Section 9(A)(4) appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of $1,900,000 appropriated to the Local Agency to design and construct a traffic light signal at the intersection of Woody Mountain Road and US Route 66, (the "Project").

4. The foregoing Recitals shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. After this Agreement is executed, the State will issue a warrant to the Local Agency in the amount of $1,900,000 for the Project.

   b. The Local Agency will complete the Project in accordance with Laws 2025, 1st Regular Session, Chapter 235 (Senate Bill 1737), Section 9(A)(4).

   c. After Project completion, the Local Agency will submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2025, 1st Regular Session, Chapter 235 (Senate Bill 1737), Section 9(A)(4).

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.

3. Cancellation. This Agreement may be canceled at any time up to 30 days before the appropriated funds are issued, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

4. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

5. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

6. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to the Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

7. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

8. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

9. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

11. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

12. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01 and 35-394.

13. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: Greg Clifton
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2053
Greg.Clifton@flagstaffaz.gov

For Project Completion:

Arizona Department of Transportation
Local Public Agency Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue
Phoenix, AZ 85007
fmscontroller@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

15. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.

16. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

17. Electronic Signatures. This Agreement may be singed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF FLAGSTAFF

By _____Date_____
BECKY DAGGETT
Mayor

ATTEST:

By _____Date_____
Stacy Saltzburg
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____Date_____
AUDRA MERRICK, PE
Project Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and the City of Flagstaff, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____Date_____
Assistant Attorney General

ARIZONA STATE SENATE

Fifty-Seventh Legislature, First Regular Session

REVISED

FACT SHEET FOR S.B. 1737

capital outlay; 2025-2026; appropriations

Purpose

Makes session law changes relating to capital outlay necessary to implement the FY 2026 state budget.

Background

The Arizona Constitution prohibits substantive law from being included in the general appropriations, capital outlay appropriations and supplemental appropriations bills. However, it is often necessary to make statutory and session law changes to effectuate the budget. Thus, separate bills called budget reconciliation bills (BRBs) are introduced to enact these provisions. Because BRBs contain substantive law changes, the Arizona Constitution provides that they become effective on the general effective date, unless an emergency clause is enacted.

S.B. 1737 contains the budget reconciliation provisions for changes relating to capital outlay.

Provisions

Building Renewal

1. Appropriates the following amounts in FY 2026 to the following state agencies from the specified funds for major maintenance and repair activities for state buildings:

Agency	Fund Source	Amount	% of Formula
Arizona Department of Administration (ADOA)	Capital Outlay Stabilization Fund (COSF)	$16,800,000	76.67%
	Legislative, Executive and Judicial Public Buildings Land Fund	$3,120,500	14.24%
	state General Fund (state GF)	$1,600,000	7.3%
	Telecommunication Fund for the Deaf	$393,000	1.79%
Arizona Department of Corrections,	ADCRR Building Renewal Fund	$5,864,300	100%

Agency	Fund Source	Amount	% of Formula
Rehabilitation and Reentry (ADCRR)			
Arizona Game and Fish Department (AZGFD)	AZGFD Fund	$1,815,700	100%
Arizona State Lottery Commission	State Lottery Fund	$218,200	100%
Arizona Department of Transportation (ADOT)	State Highway Fund (SHF)	$22,990,400	98.25%
	State Aviation Fund	$394,900	1.75%

2. Stipulates that the $393,000 appropriation from the Telecommunication Fund for the Deaf index number SD 1700 must be used solely for building renewal at the Arizona State Schools for the Deaf and the Blind.

3. Requires ADOA to allocate appropriated monies to state agencies for necessary building renewal.

4. Reduces the ADOA appropriation for building renewal by the difference between the appropriated monies and the balance in the COSF, if monies in the COSF are insufficient to fund the $16,800,000 appropriation.

5. Allows ADOA to use monies appropriated for building renewal in FY 2026 for building projects related to retrofitting facilities for space-consolidation initiatives.

6. Prohibits ADCRR from spending any of the FY 2026 appropriation for building renewal on personal services or overhead expenses related to managing funded projects.

Individual Projects

7. Appropriates the following amounts in FY 2026 to the following state agencies and boards from the specified funds for individual capital projects:

Agency	Purpose	Fund	Amount
ADCRR	Replace fire, life alarm and suppression system at the Yuma State Prison	state GF	$8,500,000
Arizona Exposition and State Fair (AESF) Board	Capital improvements	EASF Fund	$3,815,100
AZGFD	Dam maintenance	Capital Improvement Fund	$150,000
AZGFD	Hatchery maintenance	Capital Improvement Fund	$400,000
AZGFD	Property maintenance	Capital Improvement Fund	$300,000
AZGFD	Dam repairs at Black Canyon Lake and Fool Hollow Lake	AZGFD Fund	$6,850,000
AZGFD	Hatchery repairs	AZGFD Fund	$4,700,000

Agency	Purpose	Fund	Amount
Department of Health Services (DHS)	Arizona State Hospital (ASH) isolation valve installation	ASH Land Fund	$160,000
DHS	ASH anti-ligature renovations	ASH Land Fund	$695,000
DHS	ASH perimeter detection system replacement	ASH Land Fund	$83,000
Arizona Department of Juvenile Corrections (ADJC)	Fire line booster pumps replacement	Criminal Justice Enhancement Fund	$417,900
		ADJC Local Cost Sharing Fund	$118,700
ADJC	Door and lock replacements at Adobe Mountain School	Criminal Justice Enhancement Fund	$303,000
ADJC	Kitchen air unit replacements at Adobe Mountain School	Criminal Justice Enhancement Fund	$641,000
Arizona State Parks Board (ASPB)	Capital improvements	State Parks Revenue Fund	$3,633,300
Arizona Pioneers' Home	Capital improvements	Miners' Hospital for Miners with Disabilities Land Fund	$470,400
Arizona Pioneers' Home	Facility window and door replacements	Miners' Hospital for Miners with Disabilities Land Fund	$1,515,000
Department of Public Safety (DPS)	Replace office buildings in Payson and Sanders	state GF	$2,000,000
DPS	Upgrade electrical system at DPS headquarters in Phoenix	state GF	$11,227,100
ADOT	Improvements to vehicle repair shop in Avondale	SHF	$6,951,000
ADOT	Construct new maintenance offices in Little Antelope and Gray Mountain	SHF	$6,861,000
ADOT	Renovate Grand Canyon Airport terminal	State Aviation Fund	$850,300
Arizona Department of Veterans' Services (ADVS)	Replace heating, ventilation and air conditioning (HVAC) at the Tucson veterans' home	state GF	$2,400,000

8. Reverts the $850,300 appropriation to renovate the Grand Canyon Airport terminal to the State Aviation Fund on June 30, 2026, if ADOT does not secure a Federal Aviation Administration grant for the project.

9. Reverts the $2,400,000 appropriation to replace the HVAC at the Tucson veterans' home to the state GF on June 30, 2026, if ADVS is not awarded federal grant monies for the project.

10. Allows ADVS to apply for federal grant monies for the HVAC replacement project prior to review by the Joint Committee on Capital Review (JCCR).

ADOT Statewide Highway Construction

11. Appropriates a total of $38,168,800 in FY 2026 from the state GF to ADOT for the following highway projects:

Project	Amount
Construct safety improvements along State Route (SR) 70 from mile post 255 to mile post 301 near San Carlos Apache Reservation	$1,400,000
Design an additional right-hand turn lane on northbound SR 87 and SR 260 near Payson	$2,129,800
Design the repaving of Olga Frontage Road between mile posts 366 and 379	$850,000
Design to widen lanes along SR 347 between Interstate 10 and the City of Maricopa	$1,500,000
Design traffic interchange and connecting arterial roadways at SR 303 and 155th Avenue	$3,500,000
Distribute to Mohave County for Mountain View Road improvements	$1,000,000
Distribute to the City of Bullhead City for Hancock Road improvements	$1,500,000
Distribute to the City of Flagstaff to design and construct a traffic light signal at the intersection of Woody Mountain Road and U.S. Route 66	$1,900,000
Distribute to the City of Kingman for Eastern Street infrastructure improvements	$1,500,000
Distribute to the City of Nogales for improvements to Fred Reed Road	$1,500,000
Distribute to the City of Nogales for improvements to Industrial Park Road	$2,900,000
Distribute to the City of Nogales for improvements to La Quinta Road	$1,800,000
Distribute to the Prescott Regional Airport for infrastructure supporting firefighting aircraft	$2,500,000
Distribute to the Town of Queen Creek for improvements to SR 24	$500,000
Distribute to Yuma County for bridge replacement project on Somerton Avenue between West County 10th Street and West County 11th Street	$1,300,000
Improve intersection on SR 347 at Casa Blanca Road and Cement Plant Access Road	$10,839,000
Install traffic control systems along SR 389 near Colorado City	$1,500,000
Restripe lanes along the interchange ramp from eastbound SR 24 to SR 202	$50,000

12. Declares the Legislatures intent that a local government or council or government entity contribute $900,000 in matching monies to design traffic interchange and connecting arterial roadways at SR 303 and 155th Avenue.

13. Bars ADOT from expending appropriated monies to design traffic interchange and connecting arterial roadways at SR 303 and 155th Avenue until ADOT can confirm the matching commitment to the project.

14. Requires ADOT to submit an intergovernmental agreement by September 15, 2025, to the following entities for specified projects:
    a) Flagstaff to design and construct a traffic light signal at the intersection of Woody Mountain Road and U.S. Route 66;
    b) Bullhead City for Hancock Road improvements;
    c) Mohave County for Mountain View Road improvements;
    d) the Town of Queen Creek for improvements to SR 24;
    e) the Prescott Regional Airport for infrastructure supporting firefighting aircraft;

f) Yuma County for bridge replacement project on Somerton Avenue between West County 10th Street and West County 11th Street;
g) the City of Kingman for Eastern Street infrastructure improvements; and
h) the City of Nogales for improvement projects to Fred Reed Road, Industrial Park Road and La Quinta Road.

15. Requires the following appropriations for specified projects to be distributed by November 1, 2025, if the applicable entity agrees to the intergovernmental agreement:
a) $1,900,000 to the City of Flagstaff to design and construct a traffic light signal at the intersection of Woody Mountain Road and U.S. Route 66;
b) $1,500,000 to the City of Bullhead City for Hancock Road improvements:
c) $1,000,000 to Mohave County for Mountain View Road improvements;
d) $500,000 to the Town of Queen Creek for improvements to SR 24;
e) $2,500,000 to the Prescott Regional Airport for infrastructure supporting firefighting aircraft;
f) $1,300,000 to Yuma County for bridge replacement project on Somerton Avenue between West County 10th Street and West County 11th Street;
g) $1,500,000 to the City of Kingman for Eastern Street infrastructure improvements; and
h) a total of $6,200,000 to the City of Nogales for improvement projects to Fred Reed Road, Industrial Park Road and La Quinta Road.

16. Expands the authorized use of the $1,500,000 appropriation to the Town of Patagonia from the state GF in FY 2024 to reconstruct McKeown Avenue between Third Avenue West and SR 82.

17. Appropriates $458,770,000 in FY 2025 from the SHF to ADOT to:
a) plan and construct state highways, including the national system of interstate highways within the state, the state primary or secondary system, the county primary or secondary system and urban rural routes;
b) acquire rights-of-way; and
c) provide for the cost of contracted field administration and engineering on construction projects and debt service payments on bonds issued for highway construction.

18. Exempts the $458,770,000 appropriation from review by the JCCR.

19. Appropriates balances and collections in the SHF that exceed the specific amounts appropriated by the FY 2026 General Appropriations Act and the Capital Outlay Budget Reconciliation Act to ADOT for authorized purposes.

20. Requires ADOT, by November 1, 2025, to report to the Directors of the Joint Legislative Budget Committee (JLBC) and the Governor's Office of Strategic Planning and Budgeting (OSPB) on:
a) ADOT's actual prior year, estimated current year and upcoming budget year highway construction expenses from all fund sources;
b) capital outlay information for FYs 2025, 2026 and 2027; and
c) ADOT's estimated outstanding debt principal balance at the end of FY 2027 and the estimated debt service payment amounts for FYs 2027 through 2030.

21. Requires ADOT's highway construction expenses report to:
a) include fund sources from bond proceeds and appropriated, federal, local agency, state highway and regional area road monies; and
b) be in the same format as the prior year unless the Directors of JLBC and OSPB have approved modifications.

22. Requires ADOT's reported capital outlay information to be in the same format as tables three, four and seven of the FY 2025 Appropriations Report.

23. Requires ADOT's report on estimated outstanding debt principal balance and service payments to:
    a) include SHF statewide construction bonds, Arizona Highway User Revenue Fund bonds, Maricopa and Pima Associations of Governments controlled access bonds, Maricopa Regional Area Road Fund bonds and grant anticipation notes; and
    b) be comparable to the information in the FY 2025 Appropriations Report.

ADOT Airport Planning and Development

24. Appropriates $44,340,700 from the State Aviation Fund in FY 2026 to ADOT to plan, construct, develop and improve state, county, city or town airports, as determined by the State Transportation Board.

25. Exempts the $44,340,700 appropriation from JCCR review.

26. Appropriates any balances and collections in the State Aviation Fund that exceed the specific amounts appropriated by the FY 2026 General Appropriations Act and Capital Outlay Budget Reconciliation Act to ADOT in FY 2026 for authorized purposes.

27. Requires ADOT, by December 31, 2025, to report to the JLBC staff on the status of all aviation grant awards and distributions.

28. Requires the report on aviation grants to delineate projects by individual airport and fiscal year, including any future-year commitments.

Appropriation Reductions and Fund Balance Transfers

29. Removes the $1,529,800 appropriation in FY 2024 from the state GF to ADOT to distribute to the Town of Payson for roundabout construction and improvements at intersection of Longhorn Road and McLane Road.

30. Removes the $9,240,000 appropriation in FY 2028 from the state GF to ADOT to distribute to Pinal County for the engineering and design of the West Pinal Parkway East-West Corridor.

31. Reverts a total of $23,201,933 to the State Parks Revenue Fund by removing the following amounts appropriated to the ASPB:

Purpose	FY	Amount
Dead Horse Ranch state park amphitheater	2023	($210,000)
Red Rock renovation	2025	($4,000,000)
San Rafael renovation	2025	($1,500,000
Smartphone application	2023	($535,600)
Southern construction services relocation	2023	($2,000,000)
Statewide campground improvements	-	($4,100,000)
Statewide sunshade structures	-	($2,233,333)
Statewide water conservation	2023	($1,339,000)
	2025	($1,339,000)
Yuma territorial prison renovation	2025	($5,945,000)

32. Reduces, from $18,981,000 to $16,481,000, the FY 2023 appropriation from the SHF to ADOT to rehabilitate pavement along U.S. Route 191 between Armory Road and East Safford.

33. Appropriates $41,400,000 from the state GF in FY 2026 to ADOT for right-of-way acquisition, utility relocation, natural resource recovery and construction of an overpass at Riggs Road and SR 347.

Miscellaneous

34. Deems the following projects as having been favorably reviewed by JCCR:
    a) $1,200,000 for AESF Board capital projects to replace the Arizona Veterans Memorial Coliseum's north parking lot asphalt and sundeck walking surface;
    b) $2,458,000 for outlined AGFD capital projects to:
        i. replace the sewer system at the Ben Avery Shooting Facility;
        ii. construct new bison-proof fencing in the House Rock Wildlife area near the north rim of the Grand Canyon in Coconino County;
        iii. construct a well to irrigate fields that grow feed for wildlife at Quigley-Achee Wildlife area near Roll in Yuma County;
        iv. replace water heaters with tankless systems at Horseshoe Ranch; and
        v. upgrade the electrical circuits at the Horseshoe Ranch barn; and
    c) $1,409,000 to ADOT for a transfer from the following projects to fund a project shortfall for construction of a roundabout at the intersection of SR 69 and SR 169 in Prescott Valley:
        i. $500,000 from an interchange design at the SR 303 and Interstate 17 project; and
        ii. $909,700 from construction of a screen wall along the Loop 101 near 16th Street project.

35. Allows ADOA to spend up to five percent of all capital outlay appropriations, excluding distributions to nonstate agencies, for expenditures for project management of building renewal and capital projects.

36. Prohibits ADOA from spending any other capital outlay appropriations:
    a) on personal services or employee-related expenditures; or
    b) for maintenance contracts on building components and equipment without JCCR review.

37. Prohibits any capital outlay appropriations from being spent for personal services or employee-related expenditures of state employees, excluding services provided as part of the Inmate Construction Program for correctional facilities.

38. Exempts, from lapsing until June 30, 2027, the FY 2022 appropriation of $1,800,000 to ADOT to replace vehicle fueling facilities in Flagstaff, Holbrook and Kingman.

39. Makes technical and conforming changes.

40. Becomes effective on signature of the Governor.

Revisions

- Clarifies that the ADOA appropriation for building renewal is reduced by the difference between the appropriated monies and the balance in the COSF, if monies in the COSF are insufficient to fund the $16,800,000 appropriation, rather than the $19,000,000.

Prepared by Senate Research
June 17, 2025
KJA/ci

ADOT IGA

W. Route 66 and Woody Mountain Rd. Traffic Signal

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

ADOT Traffic Signal IGA

- Senate Bill 1737
  - $1.9 million appropriation for design and construction of a traffic signal at W. Route 66 and Woody Mountain Rd.
  - ADOT to present IGA to the City by September 15, 2025
  - ADOT to transfer funds to the City by November 1, 2025
  - City to design and construct traffic signal
- Traffic signal warrant analysis will need to be completed
- Existing conditions may require temporary traffic signal

ADOT Traffic Signal IGA

Existing conditions at W. Route 66 and Woody Mountain Rd.

Looking west along W. Route 66

Looking north towards Woody Mountain Rd.

Questions?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Bryce Doty, Real Estate Manager

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-53: A resolution of the Flagstaff City Council, authorizing the acquisition of real property interests necessary for the Rio De Flag Flood Control Project, a public use; providing for delegation of authority, condemnation authority, repeal of conflicting resolutions, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-53 by title only
2. City Clerk reads Resolution No. 2025-53 by title only (if approved above)
3. Adopt Resolution No. 2025-53

Executive Summary:

The City has made offers to pay just compensation based upon appraised value to the property owners for the property interests listed on this resolution, but to date, has been unable to reach agreements for purchase despite good faith negotiation. In order to maintain the project schedule, staff is asking Council to authorize condemnation proceedings should staff be unable to reach agreements.

This resolution authorizes staff to file condemnation proceedings in order to obtain immediate possession of these property interests. The City and property owners may still reach an agreement as to just compensation to be paid for these property interests before condemnation proceedings are filed.

Financial Impact:

Project Name: Rio de Flag Flood Control Stormwater Capital Improvements
Expected Costs: The Cico II and Amba, LLC property acquisition costs are budgeted in Account Number: 206-08-385-3236-0.

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

There have been several Council decisions related to real estate necessary for the Rio de Flag Flood Control Project. As the project design has changed over time new authority has been sought: On October 6, 1998, the City Council adopted Ordinance No. 1983 authorizing the acquisition of real property for flood control and to provide the opportunity for future development along the Rio de Flag and the Clay Avenue Wash; on August 4, 2009, the City Council adopted an Ordinance No. 2009-22 amending Ordinance No. 1983 to add parcels of real property for flood control and redevelopment within the Rio de Flag Flood Control Project; on February 18, 2020, the City Council adopted Resolution No. 2020-05 authorizing the acquisition of real property interests necessary for the Rio de Flag Flood Control Project; and on May 19, 2020 the City Council adopted Resolution No. 2020-24 authorizing the acquisition of real property interests necessary for the Rio de Flag Flood Control Project. Most recently, City Council adopted Resolution No. 2024-99 authorizing condemnation on properties need for the project.

Options and Alternatives to Recommended Action:
Failure to authorize condemnation will delay delivery of these parcels to the Army Corps, which could jeopardize the construction contract and award of the project. Alternatives would require redesigning the project and receiving Corps approval of any redesigns, which could jeopardize the construction contract and award of the first phase of the project.

Connection to PBB Priorities and Objectives:

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems.
- Utilize existing long-range plan(s) that identify the community's future infrastructure needs & all associated costs.

Connection to Regional Plan:

- Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
- Increase the region's preparedness for extreme climate events.
- Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- Improve mobility and access throughout the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Connection to 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.

Connection to 10-Year Housing Plan:
Removing large areas of the city from floodway and flood zones will open up additional lands for housing development

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Attachments: Res. 2025-53
Exhibit 1 Chart of Properties
Exhibit 2: Legal Descriptions
Map of Properties

RESOLUTION NO. 2025-53

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS NECESSARY FOR THE RIO DE FLAG FLOOD CONTROL PROJECT, A PUBLIC USE; PROVIDING FOR DELEGATION OF AUTHORITY, CONDEMNATION AUTHORITY, REPEAL OF CONFLICTING RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council adopted an Ordinance No. 1983 on October 6, 1998 authorizing the acquisition of real property for flood control and to provide the opportunity for future development along the Rio de Flag and the Clay Avenue Wash, situated within Section 16, the southwest quarter of Section 15, the north half of Section 21, the north half of Section 22, and the northwest quarter of Section 23, Township 21 North, Range 7 East, Gila and Salt River Meridian Coconino County Arizona; and

WHEREAS, the City Council has approved acquisition of necessary property interests for the Rio de Flag Flood Control Project design has changed over time, as reflected in Ordinance No. 2009-22 on August 4, 2009; Resolution No. 2020-05 on February 18, 2020, Resolution No. 2020-24 on May 19, 2020, Resolution No.2020-38 on July 7, 2020, and Resolution No. 2024-09 on February 20, 2024; and

WHEREAS, the City of Flagstaff ("the City") has authority to acquire real property pursuant to Article 1, Section 3 of the Charter of the City of Flagstaff; and

WHEREAS, the City has authority acquire real property necessary for a public use by right of eminent domain (condemnation), pursuant to A.R.S. §§ 9-240, 9-276, 12-1111, 12-1113, and pursuant to A.R.S. § 12-1142 for a public works project funded in part by a federal agency; and

WHEREAS, pursuant to A.R.S. § 12-1116 the City has made offers to pay just compensation based upon appraised value to the property owners for the property interests described herein, but has been unable to reach agreements for purchase despite good faith negotiation; and

WHEREAS, the U.S. Department of the Army and the City entered into a Project Cooperation Agreement for construction of the Rio de Flag Flood Control and Recreation Project dated August 13, 2004, and, per Articles III and IV, the City shall acquire real property necessary for the project; and

WHEREAS, the U.S. Army Corps of Engineers has approved federal funding for the Rio de Flag Flood Control and Recreation Project; and

WHEREAS, City has adopted storm water fees to generate revenues for flood control and storm water projects, has included the Rio de Flag Flood Control and Recreation Project in its Capital Improvement Program ("CIP"), so the City is able to pay its required share of funding for the project.

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 finds that acquisition of the easements and other real property interests described and depicted in the attached Exhibits 1 and 2 are necessary for a public use, the Rio de Flag Flood Control Project ("the Property Interests"). The Property Interests may be acquired through purchase, exchange, gift, donation, dedication, or condemnation for a public use.

SECTION 2. Delegation of Authority

The City Manager, Planning and Services Director, Real Estate Manager, City Attorney, and/ or their delegates or agents, are hereby authorized and directed to take all steps, and execute all documents necessary to acquire the Property Interests, and to carry out the purpose and intent of this resolution.

The Real Estate Manager is hereby authorized to execute purchase contracts for acquisition of Property Interests at a price reasonably consistent with appraised value.

SECTION 3. Condemnation Authority.

The City Attorney is hereby authorized to file condemnation proceedings to acquire the Property Interests, and to retain the services of private counsel to prosecute such actions in accordance with law.

SECTION 4. Repeal of Conflicting Resolutions.

Any resolutions and parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

SECTION 5. Effective Date.

This Resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of October, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit 1 Chart listing property interests to be acquired
Exhibit 2 Legal descriptions of Property Interests

EXHIBIT 1

Chart listing Property Interests to be acquired

Assessor's Parcel Number	Owner Site Address/ Owner Address	Interests Being Acquired
104-07-005Y	**CICO II LLC** 700 N Apollo Way Flagstaff, AZ 86001	1. Channel Improvement Easement 2. Temporary Work Area Easement
103-06-009; 103-06-002A	**AMBA LLC** 223 S Milton Rd Flagstaff, AZ 86001	1. Temporary Work Area Easement 2. Temporary Construction Easement 3. Sidewalk Easement

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 104-07-005Y

The following is a legal description of a parcel of land lying with in Section 22, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the southwest corner of that parcel of land as described in Instrument Number 3650503, Official Records of Coconino County (herein referred to as R1), said point being in common with the north Right-of-Way line of Butler Avenue as shown on Book 6 of Surveys, Page 26, Official Records of Coconino County, from which the northwest corner of that parcel of land as described in Instrument Number 3583219, Official Records of Coconino County (herein referred to as R2) bears North 10°02'54" East, 302.40 feet (Basis of Bearing, North 10°10'00" East per R1);

Thence along the westerly line of said parcel, North 10°02'54" East, 272.82 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said westerly line, North 10°02'54" East, 12.73 feet to the northwest corner of said parcel;

Thence along the northerly line of said parcel, North 47°08'14" East, 33.75 feet to the beginning of a non-tangent curve concave to the south having a radius of 349.95 feet and a central angle of 8°49'44" and being subtended by a chord which bears South 82°51'49" East 53.87 feet;

Thence continuing along said northerly line, and easterly along said curve, 53.92 feet to the beginning of a non-tangent curve concave to the south having a radius of 338.69 feet and a central angle of 27°55'49" and being subtended by a chord which bears South 74°54'36" East 163.47 feet;

Thence continuing along said northerly line, and southeasterly along said curve, 165.10 feet;

Thence continuing along said northerly line, South 60°04'02" East, 34.81 feet;

Thence continuing along said northerly line, South 56°30'19" East, 66.63 feet;

Thence continuing along said northerly line, South 48°05'52" East, 18.88 feet;

Thence continuing along said northerly line, South 45°50'12" East, 13.17 feet;

Thence continuing along said northerly line, South 43°50'02" East, 102.10 feet to the northeast corner of said parcel;

Thence along said easterly line, South 02°59'32" West 0.53 feet;

Thence leaving said easterly line, North 52°03'24" West, 143.30 feet to the beginning of a tangent curve concave to the southwest having a radius of 620.23 feet and a central angle of 7°19'50" and being subtended by a chord which bears North 58°00'00" West 79.30 feet;

Thence northwesterly along said curve, 79.35 feet to the beginning of a curve concave to the south having a radius of 339.30 feet and a central angle of 39°35'34" and being subtended by a chord which bears North 81°10'57" West 229.83 feet;

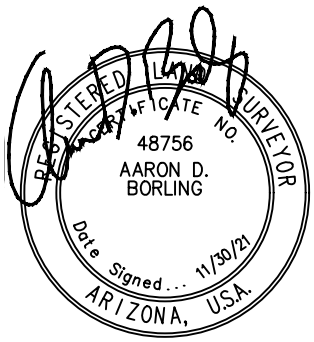
Thence westerly along said curve, 234.46 feet;

Thence South 80°52'22" West, 10.69 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.19 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



_____
City File No.

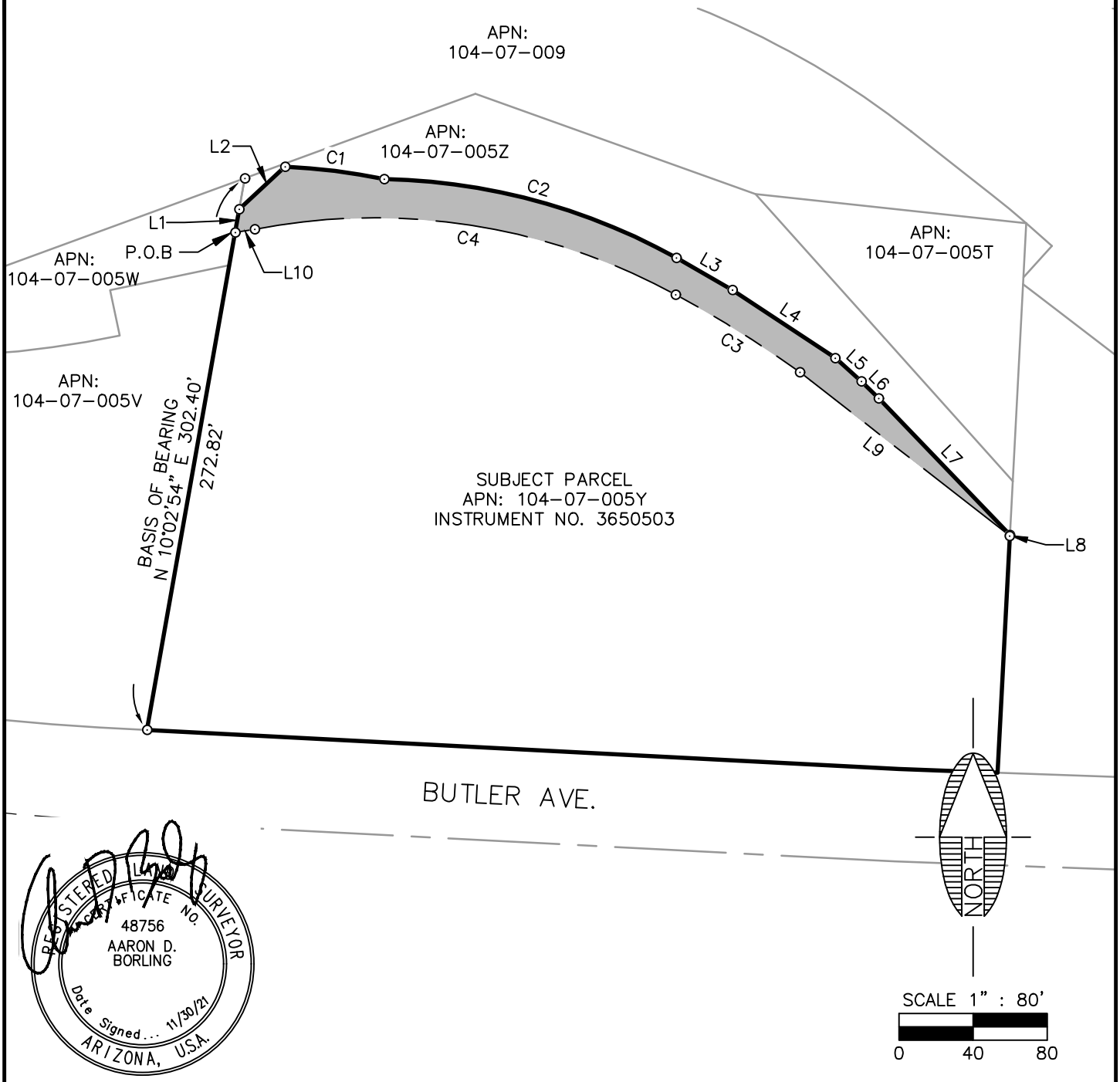
_____
Descriptive Title

PLOTTED: Nov 08, 2021-11:50am

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH\EXHIBIT RW 104-07-005Y.DWG HSCHNOEBELEN

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

**LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA**



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE: _____

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 80'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104-07-005Y

FLAGSTAFF
ARIZONA

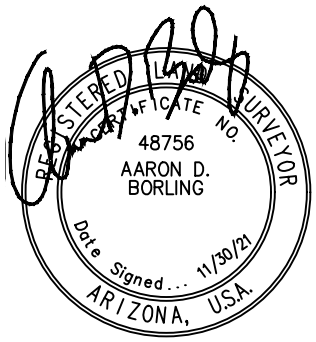
LEGAL EXHIBIT

SHEET
3
OF 4

PLOTTED: Nov 30, 2021–9:31am

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	12.73	N 10°02'54" E
L2	33.75	N 47°08'14" E
L3	34.81	S 60°04'02" E
L4	66.63	S 56°30'19" E
L5	18.88	S 48°05'52" E
L6	13.17	S 45°50'12" E
L7	102.10	S 43°50'02" E
L8	0.53	S 2°59'32" W
L9	143.60	N 52°03'24" W
L10	10.69	S 80°52'22" W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	53.92	349.95	8°49'44"
C2	165.10	338.69	27°55'49"
C3	79.35	620.23	7°19'50"
C4	234.46	339.30	39°35'34"



NOTE:
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CITY FILE NO._____

DESCRIPTIVE TITLE: _____

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 80'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104–07–005Y

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\EXHIBIT RW 104–07–005Y.DWG HSCHNOEBELEN

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 104-07-005Y
TRACT: 409E-1

The following is a legal description of a parcel of land lying with in Section 22, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the southwest corner of that parcel of land as described in Instrument Number 3650503, Official Records of Coconino County (herein referred to as R1), said point being in common with the north Right-of-Way line of Butler Avenue as shown on Book 6 of Surveys, Page 26, Official Records of Coconino County, from which the northwest corner of that parcel of land as described in Instrument Number 3583219, Official Records of Coconino County (herein referred to as R2) bears North 10°02'54" East, 302.40 feet (Basis of Bearing, North 10°10'00" East per R1);

Thence along the southerly line of said parcel, and said Right-of-way line, South 87°02'05" East, 406.44 feet;

Thence continuing along the southerly line of said parcel, and said Right-of-way line, South 87°53'03" East, 53.23 feet to the southeast corner of said parcel;

Thence along the easterly line of said parcel, North 02°59'32" East, 81.39 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly line of said parcel, North 25°20'01" East, 84.85 feet;

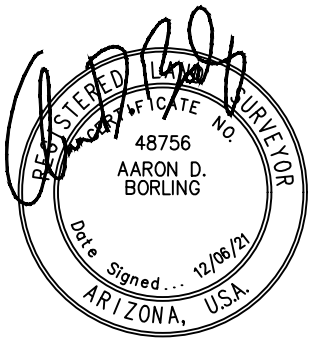
Thence South 52°03'24" East, 49.12 feet to the northeast corner of said parcel;

Thence along the easterly line of said parcel, South 02°59'32" West 46.55 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.02 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

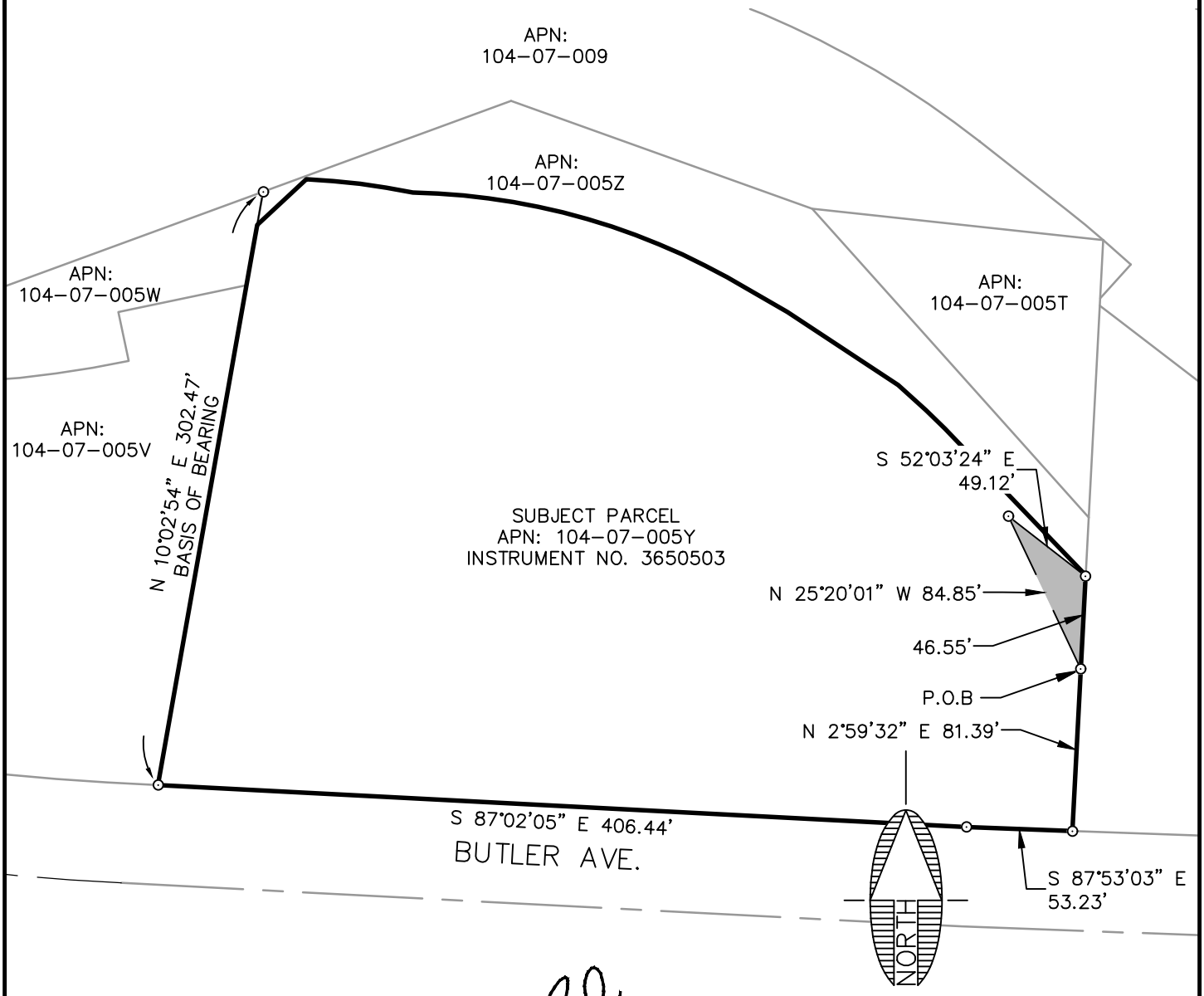


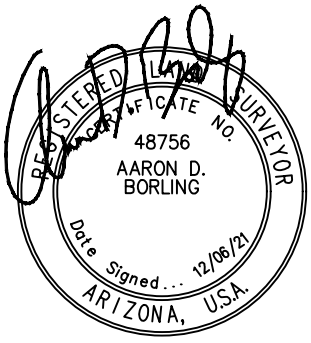
_____
City File No.

_____
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

**LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA**





SCALE 1" : 80'

0 40 80

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE: _____

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	DEC 21
SCALE	1" = 80'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104-07-005Y

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Dec 02, 2021-11:37am
FILE: P:\2004\04473\SURVEY\LEGALS\LEGAL DESCRIPTIONS PHASE 1 2021-11\EXHIBITS\LOWER REACH TCE\EXHIBIT TCE 104-07-005Y.DWG HSCHNOEBELEN

EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN: 103-06-002A

A portion of that parcel of land as described in Docket 1983, Page 586, Official Records of Coconino County located in the southeast quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, said point being in common with the northerly Right-of-Way of West Clay Avenue, from which the southwest corner of said parcel bears North 69°29'22" West, 103.69 feet (Basis of Bearing) and the **TRUE POINT OF BEGINNING;**

Thence along the southerly line of said parcel, and along said Right-of-Way line, North 69°29'22" West, 34.01 feet;

Thence leaving said southerly line, and said Right-of-Way line, North 56°07'03" East, 37.89 feet to a point on the northerly line of said parcel;

Thence along said northerly line, South 70°06'47" East, 35.98 feet to a point on the easterly line of said parcel, said point being in common with the westerly Right-of-Way of South Milton Road;

Thence along said easterly line, and said Right-of-Way line, South 34°03'31" West, 10.74 feet to the beginning of a tangent curve concave to the northwest having a radius of 18.98 feet and a central angle of 79°07'40";

Thence westerly along said curve, 26.21 feet to a point on said southerly line and said northerly Right-of-Way line;

Thence along said southerly line, and said Right-of-Way line, North 69°20'11" West, 2.52 feet;

Thence continuing along said southerly line, and said Right-of-Way line, South 20°48'17" West, 5.76 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,196 square feet, more or less.

See Exhibit "B" attached hereto and made a part hereof.

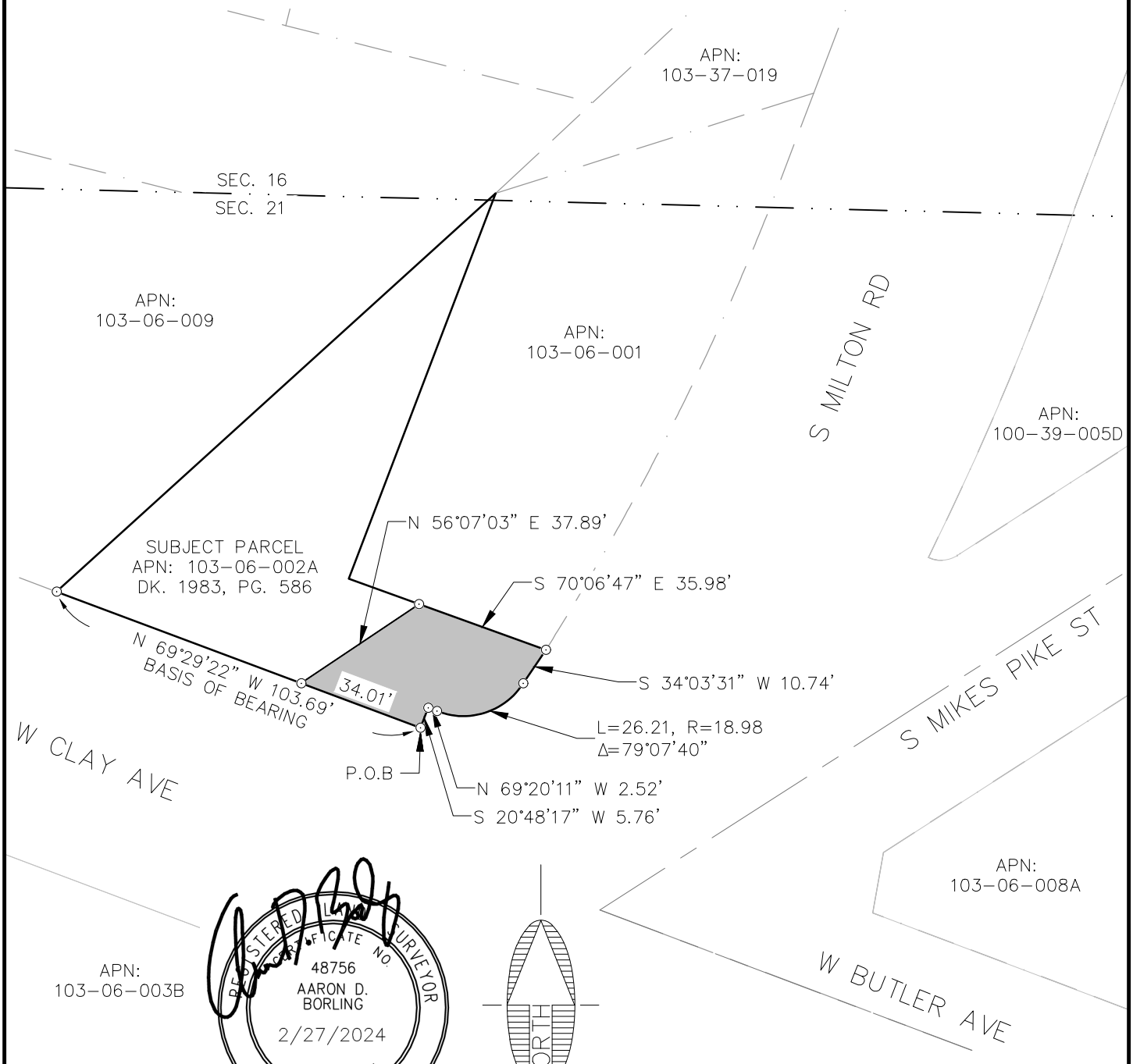
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

_____
City File No.

_____
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
2/27/2024
Date Signed
ARIZONA, U.S.A.

NORTH

SCALE 1" : 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE: _____

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	FEB 24
SCALE	1" = 40'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 103-06-002A

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2004\04473\SURVEY\LEGALS\LEGAL DESCRIPTIONS (PHASE 1)\AARON_REVIEW_TEMP\2024-02-26 5-POINTS ADDITIONAL TCE\EXHIBIT TWAE 103-06-002A.DWG ABORLING PLOTTED: Feb 27, 2024-4:13pm

EXHIBIT 'A'
LEGAL DESCRIPTION
TEMPORARY WORK AREA EASEMENT
APN: 103-06-009

A portion of that parcel of land as described in Docket 1983, Page 586, Official Records of Coconino County located in the northeast quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, said point being in common with the northerly Right-of-Way line of West Clay Avenue, from which the southwest corner of said parcel bears North 69°15'19" West, 180.85 feet (Basis of Bearing);

Thence along the southerly line of said parcel, and said Right-of-Way line, North 69°15'19" West, 47.20 feet the **TRUE POINT OF BEGINNING;**

Thence continuing along said southerly line, and along said Right-of-Way line, North 69°15'19" West, 42.57 feet;

Thence leaving said southerly line, and said Right-of-Way line, North 19°59'49" East, 10.68 feet;

Thence South 70°36'55" East, 8.25 feet;

Thence North 21°37'20" East, 22.04 feet;

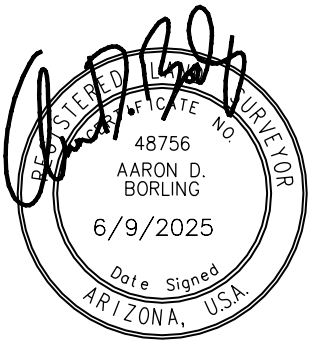
Thence South 69°03'39" East, 34.24 feet;

Thence South 20°56'21" West, 32.80 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,218 square feet, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

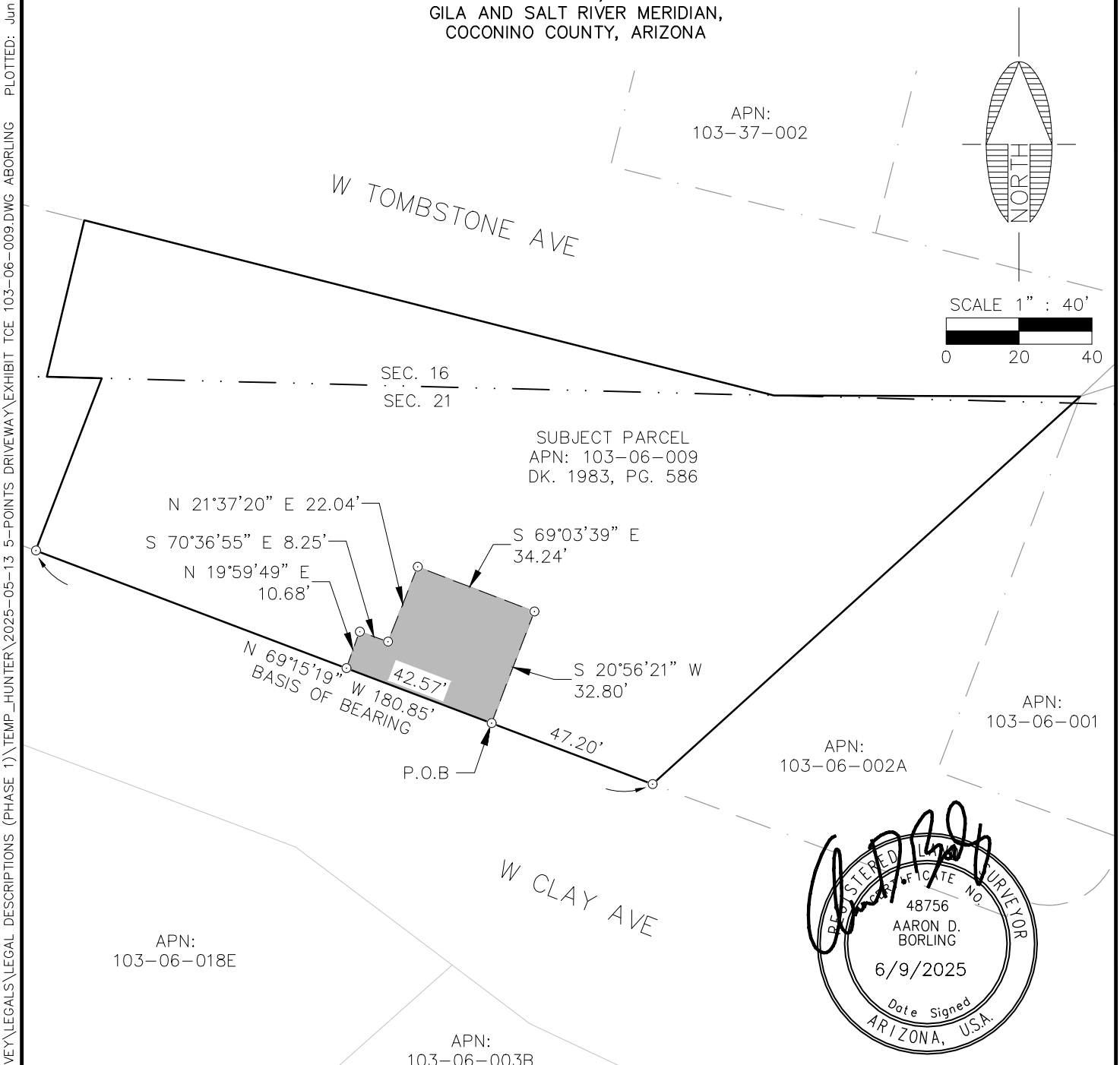


_____
City File No.

_____
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
6/9/2025
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE: _____

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	JUN 25
SCALE	1" = 40'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 103-06-009

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
2
OF 2

FILE: \\FLG-FS02\PROJECTS\2004\04473\SURVEY\LEGALS\LEGAL DESCRIPTIONS (PHASE 1)\TEMP_HUNTER\2025-05-13 5-POINTS DRIVEWAY\EXHIBIT TCE 103-06-009.DWG ABORLING PLOTTED: Jun 09, 2025-3:04pm

EXHIBIT 'A'
SIDEWALK EASEMENT
LEGAL DESCRIPTION
APN: 103-06-002A

A portion of that parcel of land as described in Docket 1983, Page 586, Official Records of Coconino County located in the northeast quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, said point being in common with the northerly Right-of-Way of West Clay Avenue, and the **TRUE POINT OF BEGINNING;**

Thence along the southerly line of said parcel, and along said Right-of-Way line, North 69°29'22" West, 103.69 feet (Basis of Bearing) to the southwest corner of said parcel;

Thence leaving said Right-of-Way line, and along the westerly line of said parcel, North 47°46'58" East, 3.94 feet;

Thence leaving said westerly line, South 69°20'58" East, 85.69 feet;

Thence North 78°33'40" East, 38.55 feet;

Thence North 31°25'37" East, 7.57 feet to a point on the northerly line of said parcel;

Thence along said northerly line, South 70°06'47" East, 6.08 feet to a point on the easterly line of said parcel, said point being in common with the westerly Right-of-Way line of South Milton Road;

Thence along said easterly line, and said Right-of-Way line, South 34°03'31" West, 10.74 feet to the beginning of a tangent curve concave to the northwest having a radius of 18.98 feet and a central angle of 79°07'40";

Thence westerly along said curve, 26.21 feet to a point on said southerly line of said parcel;

Thence along said southerly line, North 69°20'11" West, 2.52 feet;

Thence continuing along said southerly line, South 20°48'17" West, 5.76 feet to the **TRUE POINT OF BEGINNING.**

Containing 706 square feet, more or less.

See Exhibit "B" attached hereto and made a part hereof.

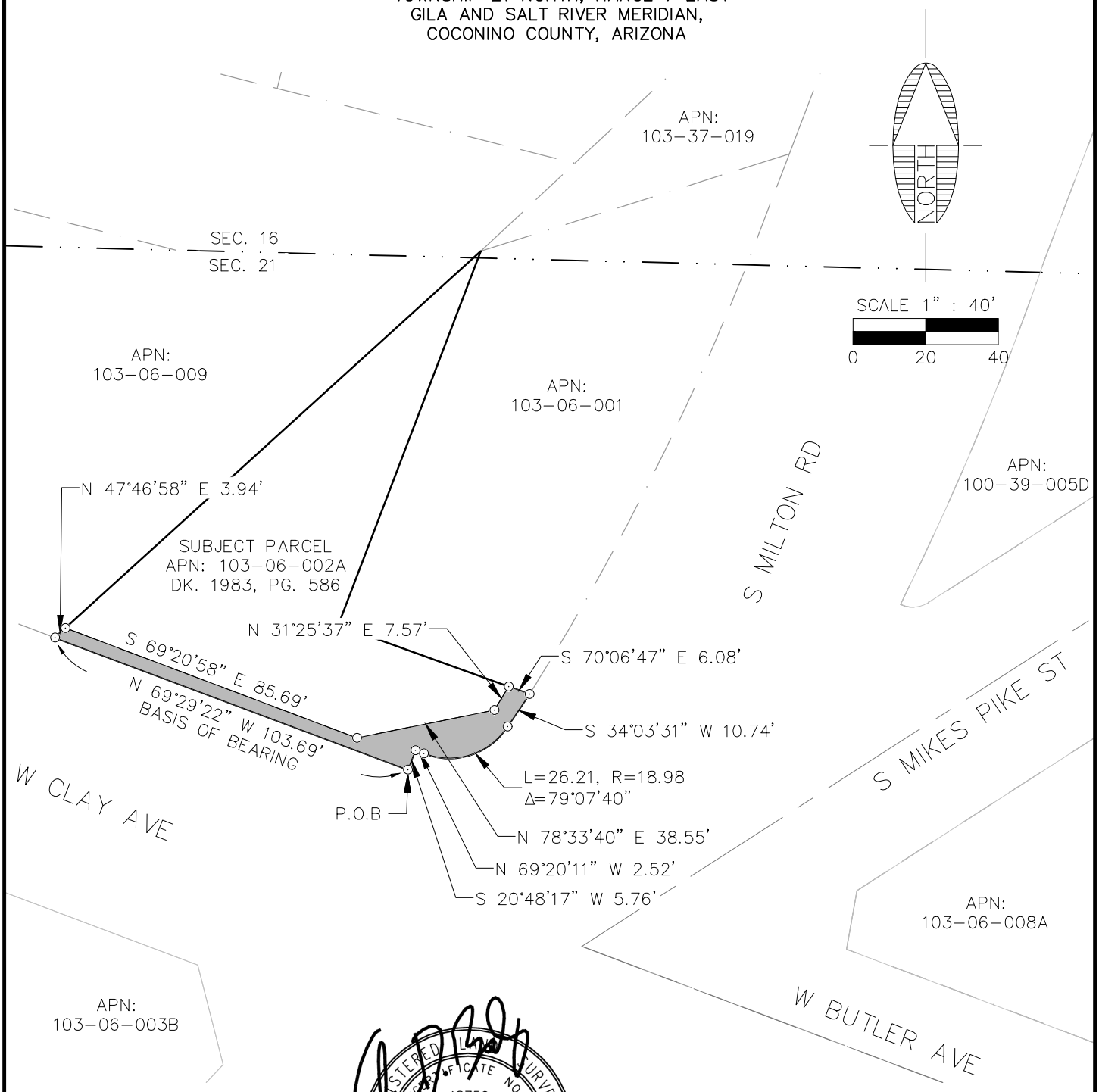
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

_____
City File No.

_____
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
4/18/2024
Date Signed
ARIZONA, U.S.A.

NOTE:
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CITY FILE NO._____

DESCRIPTIVE TITLE: _____

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	APR 24
SCALE	1" = 40'
DRAWN	HAS
DESIGN	
CHECKED	ADB

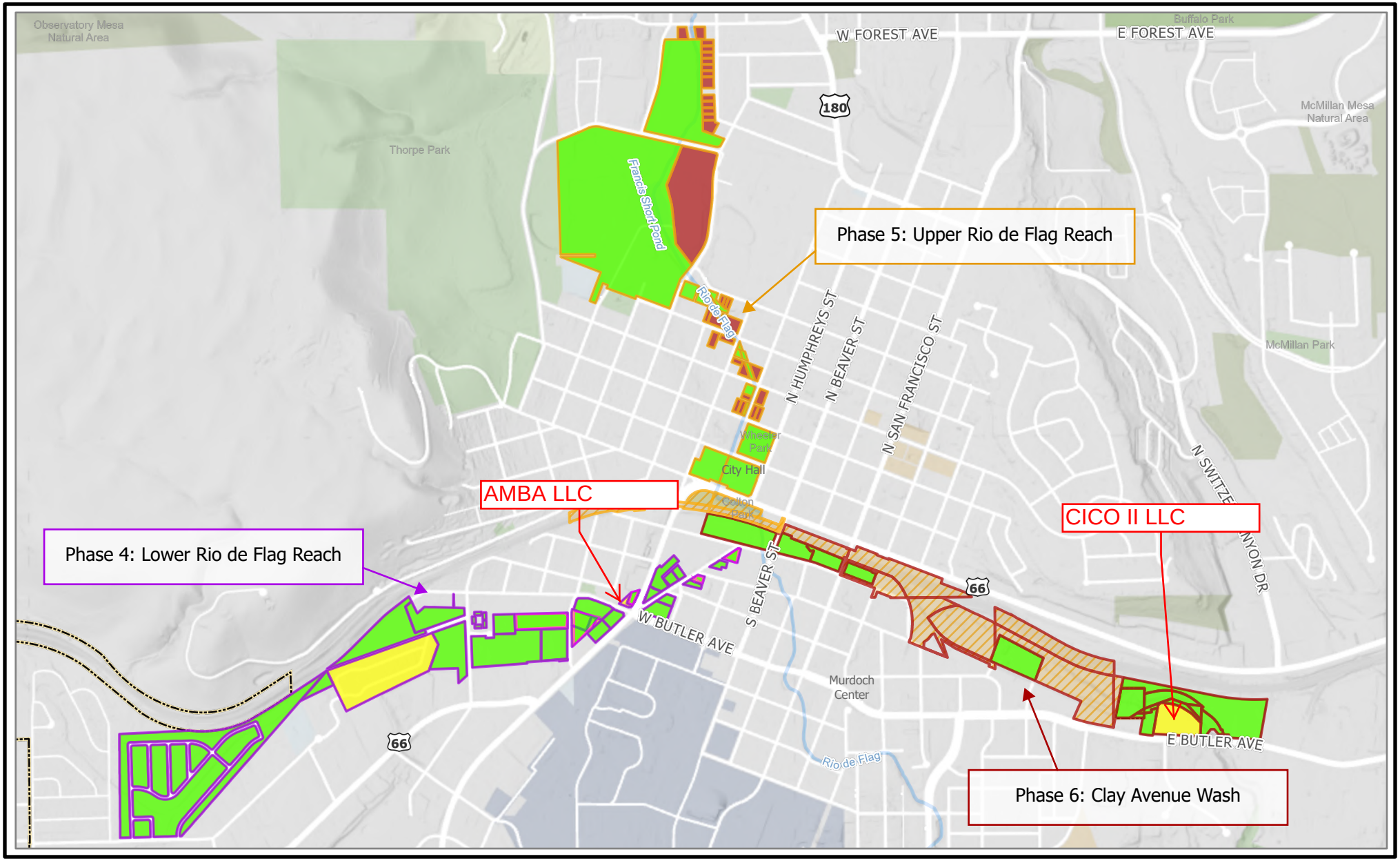
APN: 103-06-002A

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2004\04473\SURVEY\LEGALS\LEGAL DESCRIPTIONS (PHASE 1)\AARON_REVIEW_TEMP\2024-02-28 SIDEWALK EASEMENTS\EXHIBIT SWE 103-06-002A.DWG ABORLING
PLOTTED: Apr 18, 2024-5:30pm



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- Properties acquired by the City of Flagstaff
- Properties in the process of being acquired
- Properties yet to be acquired
- BNSF Properties

5/29/2025 8:37 AM

Amba LLC Property

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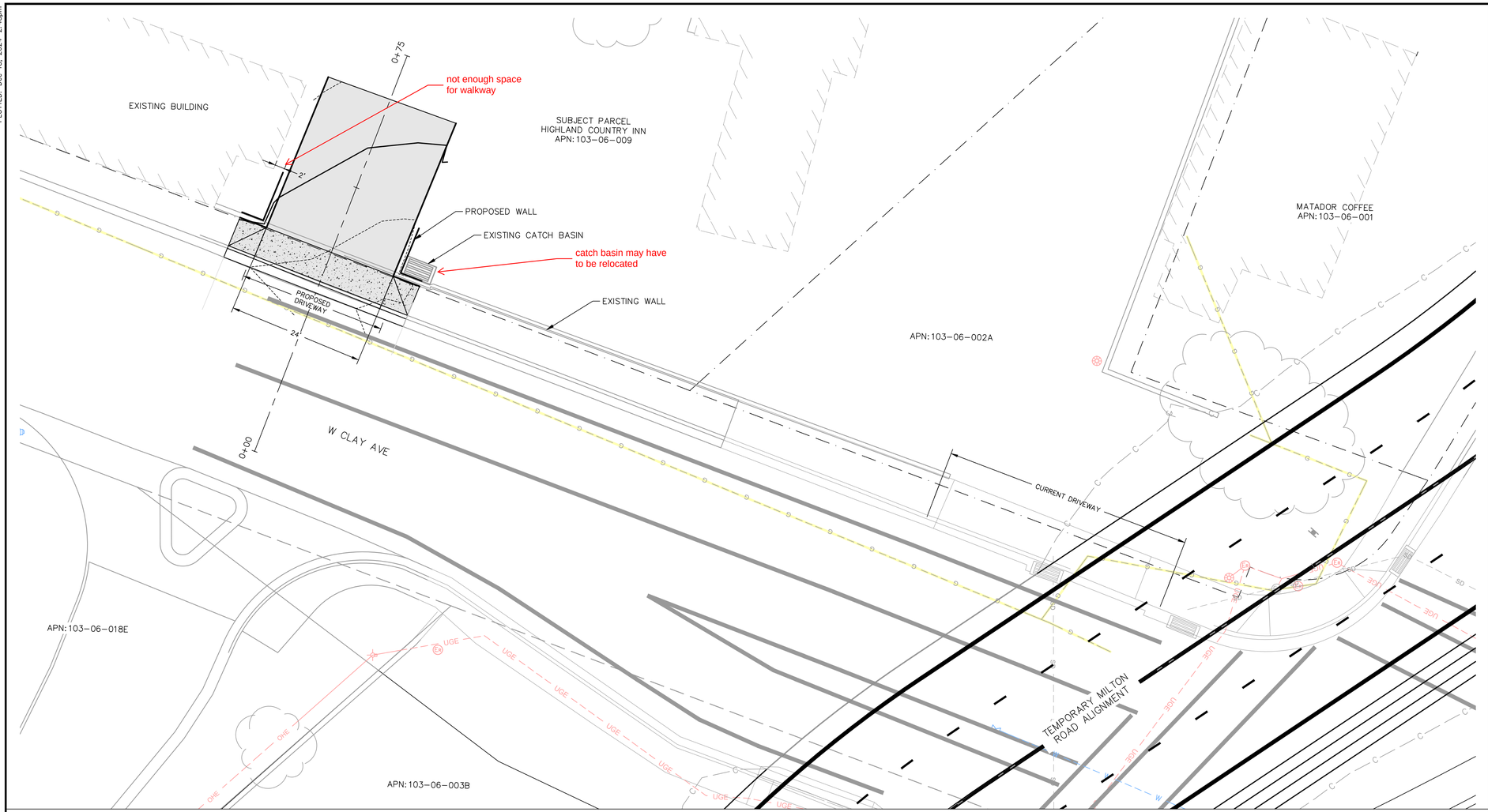

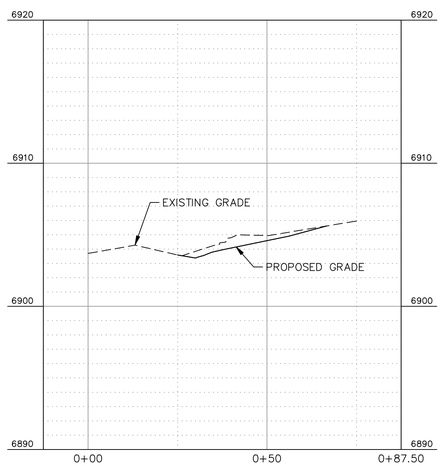

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PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

RIO DE FLAG

EXHIBIT - HOTEL ALTERNATE ACCESS 24 FT DRIVEWAY

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DESIGN:	
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REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.ardurra.com

Shephard Wesnitzer, Inc.
An ARDURRA Company

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DRAWING NO.
EX01

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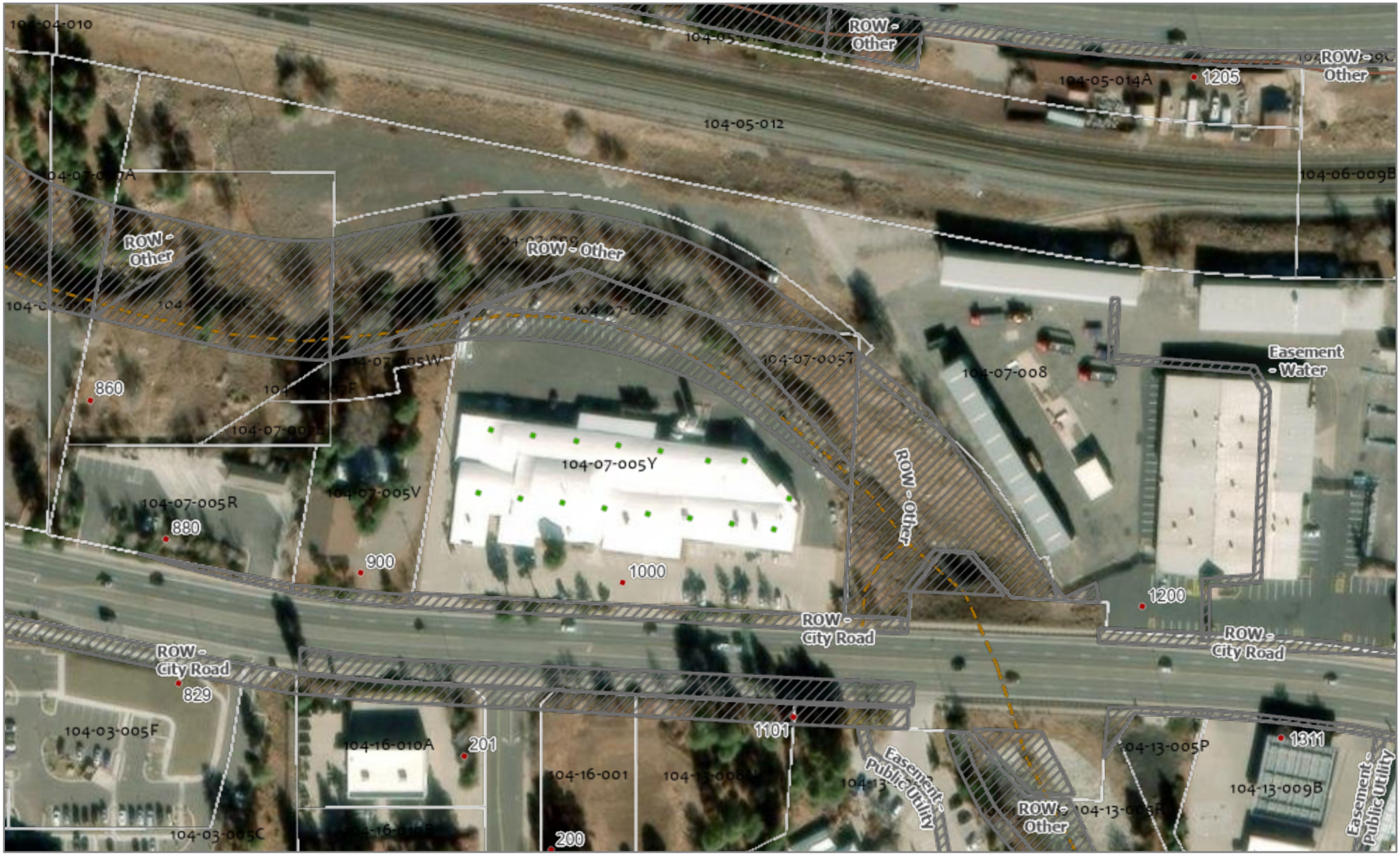

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9/12/2025 11:12 AM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jenny Niemann, Climate Section Director

Co-Submitter: Christopher Phair

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE
Micromobility Share: Update and Scope Discussion

STAFF RECOMMENDED ACTION:

Staff seek direction on whether to begin work to allow one micromobility share operator to conduct business in Flagstaff. This would entail planning for an operator permit and permit fee, and then issuing a request for proposals (RFP).

If Council would like to proceed, staff request feedback on the proposed requirements for a micromobility share operator.

Executive Summary:
Micromobility share has the potential to provide a new, healthy, and affordable transportation option in Flagstaff. Since the February 2025 Council discussion on micromobility share, City staff and their partners have engaged City commissions and community groups to understand the community's interest and concerns.

This presentation will review the community feedback and provide a staff recommendation on how to proceed with micromobility share in Flagstaff.

If Council wishes to proceed with allowing micromobility share, staff have prepared suggested requirements for a micromobility share operator.

Information:
Micromobility refers to a mode of transportation that uses light, low-occupancy vehicles such as electric scooters (e-scooters), electric skateboards, bicycles, and electric pedal-assisted bicycles (e-bikes). Micromobility share programs provide communities with access to equitable and environmentally friendly transportation options.

Micromobility share has been rapidly expanding in the United States over the past ten years. As of June 30, 2025, there are 80 dockless bikeshare systems and 197 e-scooter systems in the United States. (These numbers exclude systems limited to college or employer campuses.)

History of Micromobility Share in Flagstaff
In 2018, the City and Northern Arizona University (NAU) conducted a six-month pilot dockless bike share program, the results of which were promising for a successful long-term bike share system. The pilot program confirmed the community's interest in multi-modal transportation options and the potential for capturing future riders: in just six months, almost 11,000 trips were taken on shared bikes, totaling almost 14,000 miles.

The City of Flagstaff and its partners sought to permit a micromobility share company to operate in Flagstaff in 2019 and 2020. While the City and NAU entered into a contract with an operator, the operator canceled plans to launch in Flagstaff during the events of 2020.

Revisiting Micromobility Opportunities
In 2024, staff from the City of Flagstaff Sustainability and Engineering Divisions formed a micromobility share working group with staff from Mountain Line, MetroPlan Flagstaff, and Northern Arizona University (NAU), to once

again explore if micromobility share is a viable option in Flagstaff.

Micromobility share is supported by numerous City and Regional planning documents, including the Carbon Neutrality Plan, the Active Transportation Plan, and MetroPlan's Stride Forward Regional Transportation Plan.

To support this effort, Mountain Line and MetroPlan developed a Micromobility Share Feasibility Report with extensive input from the City and NAU. This Report examines the state of the micromobility share industry, its use in peer cities, and potential risks and considerations for equity. It also reaffirms the community's interest in a shared micromobility program while identifying potential management strategies. Please see the Feasibility Report for extensive information on these topics.

City staff and their partners spoke with the Flagstaff City Council on February 11, 2025 (starting at 15:02), to confirm the City Council's support for restarting a conversation on micromobility share. City Council directed staff to begin community engagement on micromobility share in Flagstaff.

During March and April 2025, City staff and their partners met with City Commissions and community groups to identify community priorities, common concerns, and opportunities associated with shared micromobility. The following groups were engaged:

- Pedestrian Advisory Committee
- Bicycle Advisory Committee
- Transportation Commission
- Sustainability Commission
- Commission on Diversity Awareness
- Inclusive and Adaptive Living Commission
- Tourism Commission
- The Climate and Equity Advisory Committee
- MountainLine's Board of Directors
- MetroPlan Technical Advisory Committee
- Arizona Department of Transportation staff
- The Flagstaff Downtown Business Alliance
- Various City of Flagstaff staff, including the Police Department, Risk Management, Economic Development, and staff on the Community Enhancement Committee.

Summary of Community Input Received
Across all the City of Flagstaff commissions and groups consulted, there was general support for implementing a Micromobility Share program in Flagstaff. No group expressed direct opposition. However, they emphasized the need for strong compliance mechanisms, especially regarding parking, safety, and equity.
Key themes raised include:

- Equity & Accessibility: The importance of ensuring device affordability, including adaptive vehicles, and outreach to underserved neighborhoods.
- Enforcement & Safety: Concerns about parking compliance, helmet availability, and potential misuse. There was strong interest in geofencing and safety education tools.
- Public Education: Strong recommendation for robust public relations efforts to educate the community on the benefits and safe use of micromobility options.
- Aesthetic & Infrastructure Concerns: Caution around downtown visual impacts and sidewalk clutter, especially in high-traffic tourist and pedestrian areas.

Community survey summary
As part of our community engagement efforts, we launched a public survey through Connect Flagstaff to better understand local interest, needs, and concerns about a potential program in Flagstaff. This survey was open from early May until late June 2025 and received 107 responses. Survey highlights include:

- 71% of respondents believe a micromobility share program would be a useful transportation option in Flagstaff.
- 45% would be more likely to use micromobility if it were integrated with Mountain Line transit services.
- Top trip purposes include leisure/recreation (70%), errands (55%), and commuting (45%).
- Accessibility and affordability were also emphasized: 84% of respondents supported reduced fares for qualifying residents, 61% supported adaptive vehicles, and over half supported multilingual support and cash payment options

The engagement results show clear public interest in micromobility, provided the program emphasizes safety, equity, and integration with existing transportation systems. The full survey results are available online.

Staff recommendation
Based on the input received, staff recommend:

1. Allowing one micromobility share operator to conduct business in Flagstaff.
2. Issuing a permit through a request for proposals (RFP).
    - This RFP would include the operator requirements in this presentation.
    - Operator proposals can lead to competition and creative ideas for addressing risks, reducing operational challenges and improving accessibility.
    - Use the contract to address management concerns.
3. Assigning a cost to the operator permit, to offset the staff time associated with the program. Staff time is estimated at:
    - 25% time for a City staff person, devoted to overall compliance.
    - 50% time for a NAU student worker, devoted to compliance at NAU.

Scope of work for a Micromobility Share Operator
If City Council directs staff to proceed with an RFP, the City will seek proposals to provide and operate a multi-year micromobility share program. Staff will outline a scope of work that will result in a comprehensive, affordable shared micromobility system for residents and visitors. The RFP process will seek innovative solutions to reduce risk, meet City and NAU goals, and secure an operator that plans a long-term presence in Flagstaff and can collaborate with the City, NAU, and other partners to ensure success.

Overall requirements
The RFP process would seek micromobility share operators that provide all equipment and operations management, including but not limited to 24-hour customer support, equipment maintenance, redeployment management, mobile app management, and data sharing. The RFP would require the following preliminary plans to identify an operator's ability to provide comprehensive operations while establishing a trusted and consistent presence in Flagstaff.

- Shared device plan
- Deployment and scaling plan
- Preliminary parking plan
- Winter operations plan
- Preliminary communications plan
- Preliminary pricing and access plan
- Maintenance and distribution plan
- Staffing plan
- Device and battery disposal plan
- Customer service plan
- Safety plan
- Decommissioning plan

Permit Cost
The micromobility share operator must establish a self-sustaining enterprise. The City will consider creating a permit fee to balance the staff time needed at both NAU and the City to provide operator oversight and manage program impacts. The project team will work with the Management Services Division to propose an appropriate permit fee structure.

Scope of work - detailed requirements
The attached document - 'Scope of Work - detailed requirements' outlines requirements and encouraged features for a micromobility share operator. These requirements will be refined based on Council, community, staff and partner feedback, and will be used to detail expectations in the Request for Proposals (RFP).

Implementation Steps
If Council supports moving forward, the following process will be followed:

1. Fee study and adoption.
2. Development of a Request for Proposals (RFP) to solicit proposals from micromobility share operators. This

will include the scope requirements outlined above -- which may be edited according to Council, community or staff input.
    - Operator selection through the RFP process.
    - Contract negotiation and issuance of a permit.
3. Planning for successful outreach and implementation
4. Program launch
5. Ongoing support

Attachments: Micromobility Share Feasibility Report
Scope - Detailed Requirements
Micromobility Share Presentation

Micromobility Share Feasibility Report

January 2025

This report was funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The contents of this report reflect the views of the authors, who are responsible for the facts and the accuracy of the data, and for the use or adaptation of previously published material, presented herein. The contents do not necessarily reflect the official views or policies of the Arizona Department of Transportation or the Federal Highway, U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation. Trade or manufacturers' names that may appear herein are cited only because they are considered essential to the objectives of the report. The U.S. government and the State of Arizona do not endorse products or manufacturers.

Acknowledgements

This study has been created thanks to the work of the Micromobility Share Stakeholders group and outside agencies and experts

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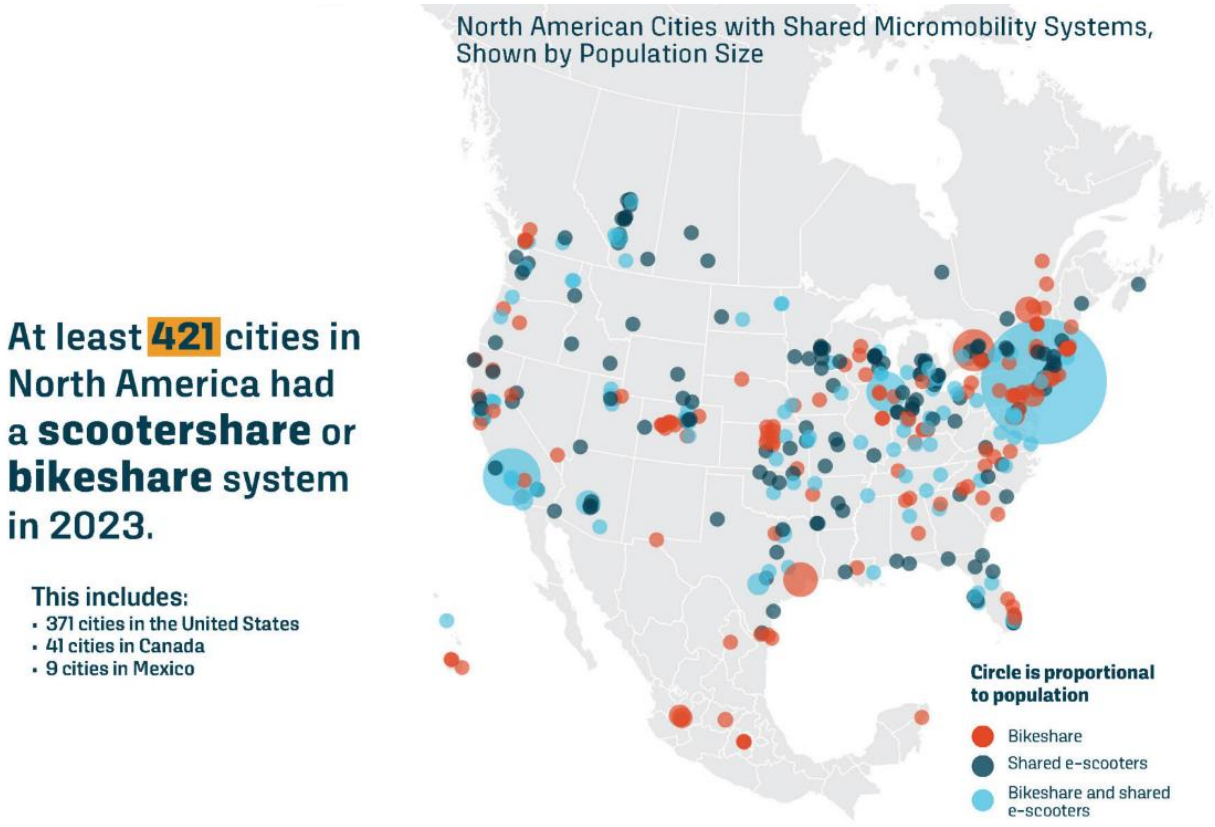
Rachel Ruhlen, City of Fort Collins Transportation Planner

INTRODUCTION

The goal of this report is to provide an overview of state of micromobility share programs including their benefits and challenges, and to provide recommendations and strategies for partners to consider in the implementation a micromobility share program.

The report is based upon Mountain Line's 2017 Bikeshare Feasibility Study but the scope has been broadened to include micromobility and updated with the latest best practices. MetroPlan has led this multiagency effort in recognition that all of MetroPlan's member agencies will benefit from and be impacted by the implementation of a micromobility share program in the region because devices will cross jurisdictional boundaries.

Micromobility refers to modes of transportation that include very light, low-occupancy vehicles such as electric scooters (e-scooters), electric skateboards, bicycles, and electric pedal-assisted bicycles (e-bikes). Micromobility share programs provide communities with access to short-term rentals of micromobility devices. These equitable and environmentally friendly transportation options and have rapidly expanded in the United States over the past five to ten years. As of June 30, 2024, according to the US Department of Transportation, dockless bikeshare systems serve 49 cities and e-scooters serve 130 cities in the US: *Source: (NABSA, 2023)*



Flagstaff is well-suited for micromobility: the average daily trip is about 4 miles in length and about 60% of all trips are less than 5 miles (City of Flagstaff Active Transporation Master Plan (ATMP), 2018), ideal distances for micromobility share programs to work. Micromobility share systems tend to be popular among populations common to Flagstaff: tourists, college students, professionals and those with limited transportation options. Converting these trips to micromobility modes reduces air pollution, congestion, and the cost of living, while improving health, community connection and supporting the City's climate action goals. Technology breakthroughs are quickly advancing systems, and new business models are making it easier for small communities to effectively manage systems.

The timing for Flagstaff to study micromobility share implementation is appropriate and needed due to interest from community members, the private sector, and the increase in personal electric devices already in use.

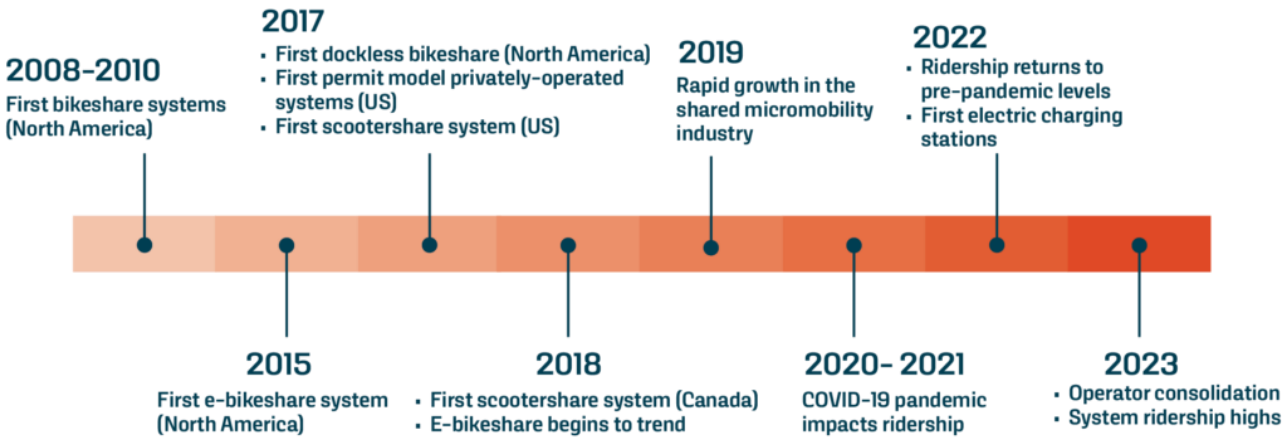
MICROMOBILITY SHARE BACKGROUND

There are a variety of models for micromobility share programs. Consistent amongst all programs is that riders do not own the devices and are not responsible for maintenance. Instead, the micromobility devices are publicly available and rented for a set period of time. The devices are then parked in designated parking locations, or in docked or geofenced areas, for use by other riders. Today, these shared programs generally offer e-bikes and e-scooters because they are more popular the traditional bicycles. These device types also allow for a wider variety of users including people with disabilities, older adults, and her to people with limited ability to ride a bicycle. Scooters are particularly popular because of the ability to wear any type of clothing and shoes while riding bicycles can be more limiting.

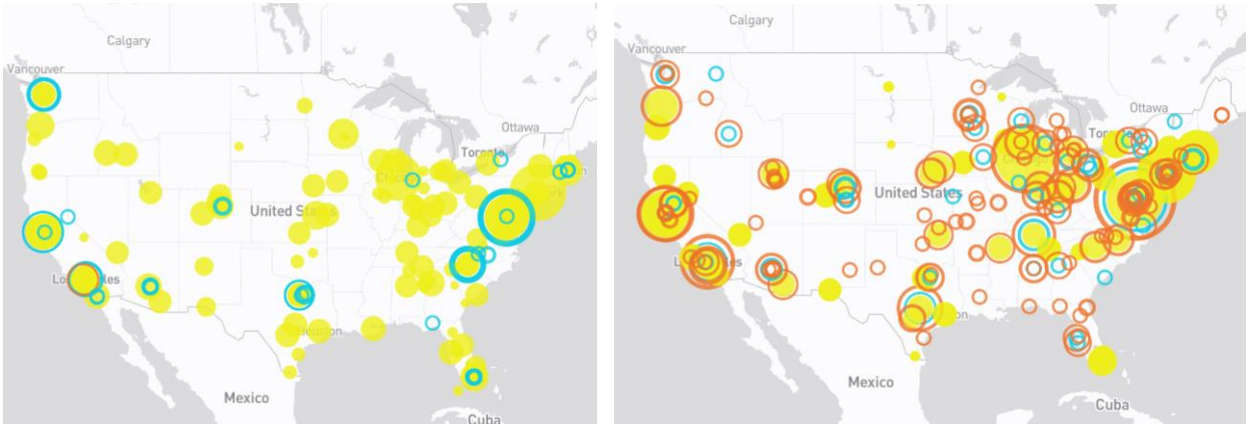
Micromobility share programs began as pedal powered bikeshare programs around 2008. E-bike systems were introduced in 2015 and scooter share systems were first introduced in 2018. The chart below highlights other key evolutions in micromobility over the years.

Micromobility's evolution in the US: 2008 – 2023

Source: (NACTO, 2022)



The two charts below show the growth of micromobility share systems in the us between 2017 and 2024. Yellow indicates docked bikeshare, blue are dockless bikeshare and orange indicates-scooters.



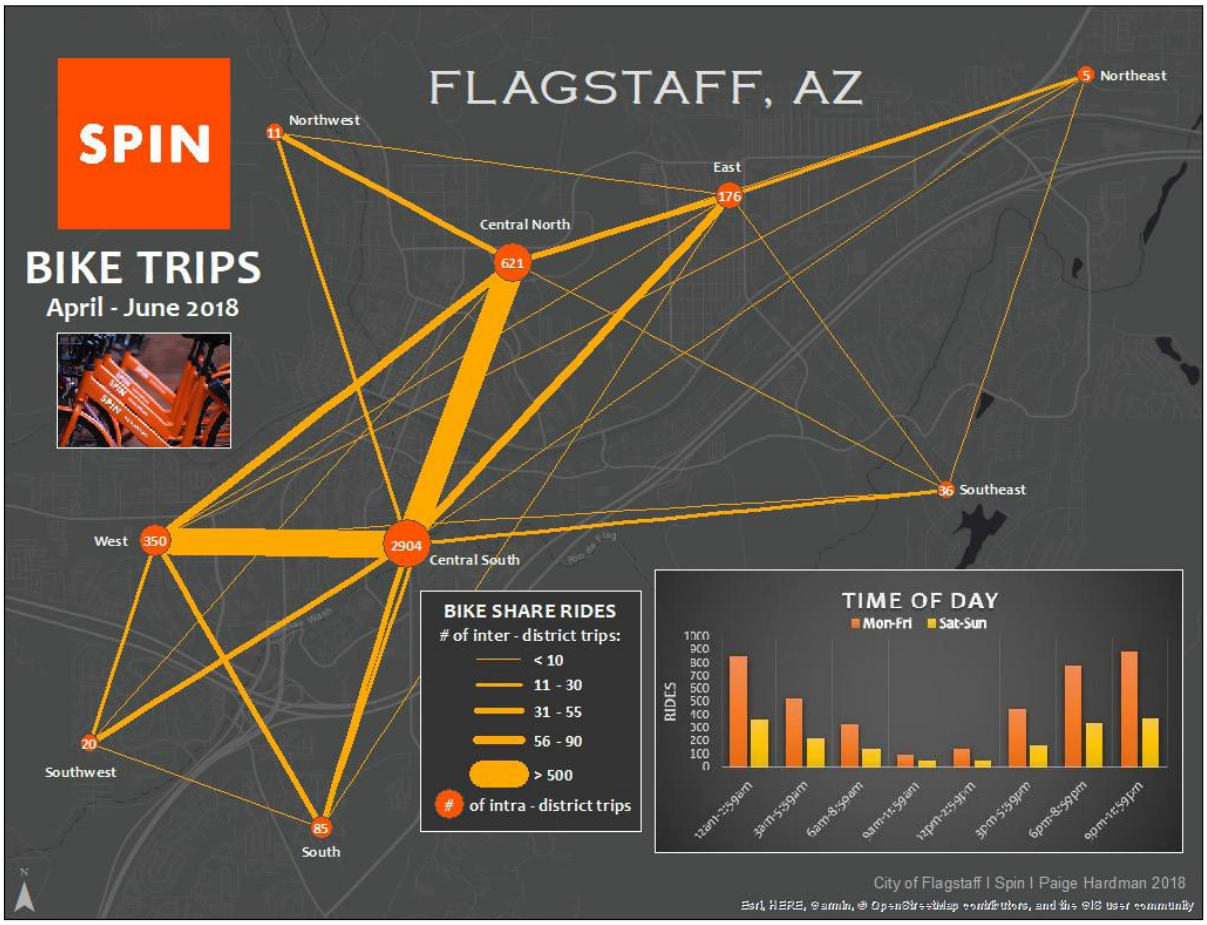
Maps comparing the increase in micromobility share programs in North America (2017-2024)

History of Micromobility Share in Flagstaff

In 2018, Flagstaff partnered with SPIN for a pilot bike-share program. The program lasted five months and was deemed a success because in those six months, over 10,000 trips were taken covering almost 11,000 miles. SPIN trips were most likely to take place on the south side of town and between Northern Arizona University (NAU) and downtown Flagstaff. Most trips occurred between the hours of 7pm and 3am. In SPIN's first month of operation alone, shared bikes were used more than 25 times per day, traveling 1,390 miles in Flagstaff and by almost unique 1,000 riders.

In 2019, the City of Flagstaff hosted a Request for Proposal (RFP) process for bikeshare providers and contracted with GOTCHA to provide bike share in 2020. The contract included many requirements to provide for a well-run and equitable program including cash payment options for the unbanked, redistribution of bikes to equity areas and Flagstaff-based customer service. Unfortunately, the COVID pandemic and supply chain issues led to GOTCHA cancelling the contract before their bikes came to Flagstaff.

Both programs used the model of partnering with private systems to operate the program rather than establishing a City run program. This model decreases costs for Cities, both operational and in staff time though there is some loss of control over elements of the program. Most US systems, particularly smaller systems, follow this model.



Regional Goals and Policies Supporting Micromobility Share

The implementation of a micromobility share program is identified in and supports many regionally adopted plans, goals and policies, including the following:

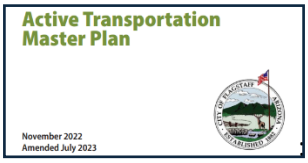
Flagstaff Regional Plan

- Policy T 1.1: Integrate a balanced, multi-modal transportation system
- Policy T 1.5: Manage the operation and interaction of all modal systems for efficiency, effectiveness and safety, and to best mitigate traffic congestion
- Policy T 1.6: Provide and promote strategies to increase alternative modes of travel and demand for vehicular travel to reduce peak period traffic
- E 1.5: Promote and encourage the expansion and use of energy efficient modes of transportation such as public transport, bicycles, and pedestrians
- LU 18.5: Plan for and support multi-modal activity centers and corridors
- Policy E&C.2.2: Promote investments that create a more connected and efficient community, decrease emissions from transportation and build energy, and strengthen climate resiliency.

MetroPlan Long Range Transporation Plan: Stride Forward

Supports:

- City, County and Mountain Line to make transportation investments to improve residents' equitable access to jobs, goods, housing, schools and services; can reduce vehicle miles traveled.
- Benefits of transportation options to support carbon neutrality goals and reduce traffic congestion
- Tactical urbanism: concept aiming to quickly and affordably involve and integrate communities, use local artists and create a safer, accessible and equitable environment
- Multimodal plans and studies: provide guidance for future bicycle and pedestrian networks, prioritize multimodal improvements and help develop implementation strategies.
- Vehicle Miles Traveled (VMT) reduction and transportation behavior change



City of Flagstaff Active Transportation Master Plan

- Goal 1.5: Work with city transportation partners to unify multimodal (bike/ped) networks
- Goal 2.5: Improve and enhance existing bike/ped facilities to meet the basic levels of functionality and accessibility
- Complete transportation system with principles optimizing existing infrastructure, enhancing mobility choices and safety

City of Flagstaff Carbon Neutrality Plan

- Goal T.5: Increase the availability and use of Pedestrian infrastructure, including FUTS, as a critical element for a safe and livable community
- Goal T.6: Provide bicycling as a safe and efficient means for transportation and recreation
- Goal T.7: Provide a high-quality, safe, convenient and accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles
    - T.7 Action: Launch a new micromobility share program (in years one-three)
- DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll, and take the bus
- DD-4: Transform transportation policies and plan to incorporate greenhouse gas emissions analysis and reduce dependence on driving
- DD-6: Proactively invest in protecting Flagstaff's clear air status

COMMUNITY GOALS FOR MICROMOBILITY

It is important to identify and prioritize the community's particular goals when creating a micromobility share program. Having clear goals in mind can help steer those priorities. For example, if the main priority is equity, a community might ensure the devices are available in low-income areas when designing the redistribution requirements. If, however, the program's main goal is environmental

benefits, costly redistribution efforts may not be worth the added expense, vehicles miles traveled to redistribute devices, and oversight. Identifying priority goals is important to make these decisions. In January of 2017, a survey was distributed via the Flagstaff Community Forum website asking about goals and potential usage of a bikeshare system. The most important reasons for pursuing micromobility share were identified:

1. Provide transportation options
2. Reduce congestion
3. Reduce parking demand
4. Promote health benefits
5. Reduce air pollution

MICROMOBILITY BENEFITS

Below is a list of common goals communities have for why they implemented micromobility share programs and a description of how such programs can help reach goals.

AFFORDABLE TRANSPORTATION OPTIONS

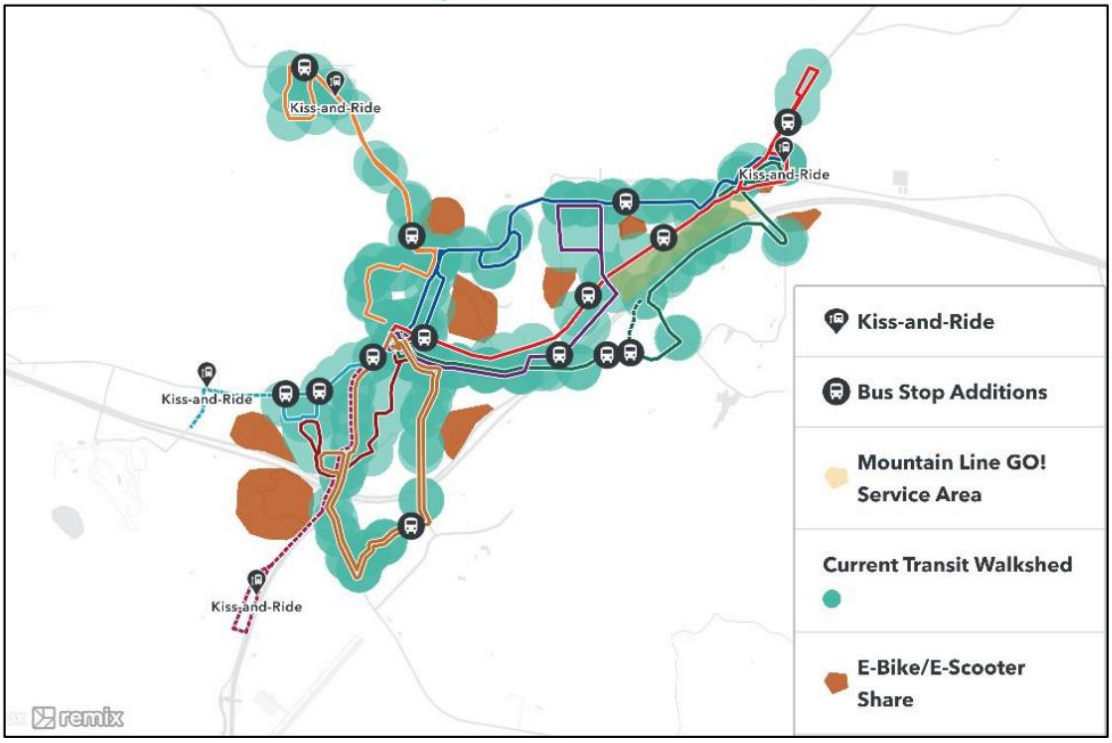
According to the American Automobile Association (AAA), the average annual cost of owning and operating a mid-size car is nearly $12,000 while annual micromobility-share memberships are usually $100-$300 annually. This equites to car ownership costing up to 25% of a person's annual income whereas regular use of micromobility share programs account for about 1% of average annual income. Many cities also offer special membership rates for low-income residents or tie memberships to transit passes to increase micromobility share affordability.

Micromobility share can also extend transit's reach and provide a solution to the difficult first and last mile portion of a transit trip. Micromobility devices increase options for getting to and from the bus and extend the hours of transportation options beyond Mountain Line's hours. Mountain Line's *Flagstaff In Motion* identifies locations in the City where micromobility is best suited to fill gaps in the transit system.

Financial needs have a big impact on the ways people use micromobility services. Research from the Monash Institute of Transport Studies explored a program called Lime Access, which subsidizes e-scooter access for low-income riders. Lime Access riders are more likely to use the service for essential trips, like grocery shopping and medical appointments, compared to full-price riders who primarily use it for social and recreational outings. These riders are also more likely to link their trips with public transit.

Micromobility shares provide flexibility for converting some trips from car to other device throughout the day by allowing for one-way bike or scooter trips. These trips can be paired with carpool, transit, drop-offs and other alternatives to single occupancy vehicle trips without someone having to commit to leaving their car behind for full day.

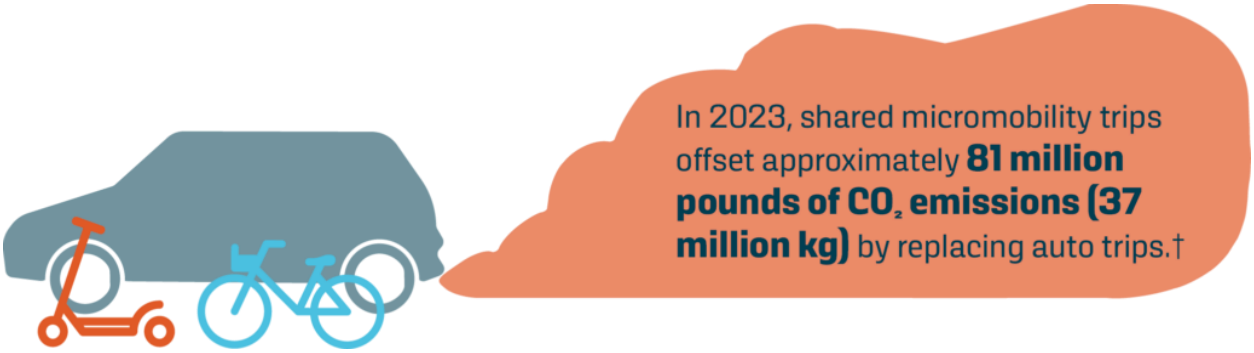
Figure 10. Recommended improvements to access



Brown bubbles indicate locations where micromobility share is better suited to bring transit riders to the bus than route a but through the neighborhood.

CONGESTION

In communities where micromobility share is a transportation option, surveys have shown approximately 20 to 40 percent of annual member micromobility share trips replace what would otherwise have been a short automobile trip. According to the North American Bikeshare and Scooter Share Association, in 2022, shared mobility offset approximately 74 million pounds of carbon dioxide emissions by replacing auto trips across North America. *Source:* (*Time magazine, Sept. 2024*)



Source: (NABSA, 2023)

HEALTH

According to Johns Hopkins, transportation is one of the most underappreciated but significant determinants of health and well-being. Micromobility can help solve social needs such as access to health care, healthy foods, employment, and other important health determinants. Blue Cross Blue Shield has sponsored two micromobility share programs in the US, and Kaiser Permanente sponsors Denver's B-Cycle. This investment shows health care insurance companies recognize the benefits of micromobility share programs.

Source: (NABSA, 2023)

Additionally, some employers offer micromobility share as a part of their Health and Wellness programs. The Director of CDC says that physical activity is the closest thing we have to a magic pill. Even twenty minutes of movement per day, the average length of a micromobility share commute, contains significant benefits. Key locations for the micromobility devices, according to Coconino County Health and Human Services, would be jails, hospitals, and health centers.

> "The micromobility movement is exploding, not only bringing convenience to city residents—but presenting a chance to address long-standing public health transportation issues that affect health equity".
>
> (*John Hopkins BSPH, 2022*)

ENVIRONMENT AND AIR POLLUTION

Micromobility share can help reduce fossil fuel consumption and related air quality impacts. According to MetroPlan's *Stride Forward* plan, the implementation of a micromobility share program in Flagstaff, AZ, could save approximately **2.6 million vehicle miles traveled (VMT)** annually. This reduction is anticipated by providing residents and visitors with an alternative transportation option for short trips, which typically make up a significant portion of VMT in urban areas.

Source: (NABSA, 2023)

The goal of the micromobility share program would be to encourage the use of bikes, e-bikes, and scooters for everyday trips that reduce reliance on single-occupancy vehicles and contribute to a reduction in overall traffic congestion and greenhouse gas emissions.

REDUCING PARKING DEMAND

Micromobility can provide access to areas where parking is limited without taking up valuable spaces by providing alternatives to driving to reach those places. This makes it particularly valuable for bringing people to places such as NAU's campus, high schools and the downtown area. It can also be a valuable part of high occupancy housing developments which can support alternative transportation options by providing micromobility parking areas for residents.

TOURISM

Micromobility-share programs should be designed to operate with a focus on residents. However, research published in the Journal of Sustainable Transportation demonstrated the significant demand tourists can have for micromobility-share programs. Micromobility-share allows for freedom to explore a city in an affordable and fun way. Tourists use these programs to explore urban destinations in a leisurely way. They stop frequently at popular tourist attractions, local retail outlets, restaurants and bars along the way.

Micromobility share also allows for the economic and social benefits of tourism activity to be distributed more widely throughout a community because visitors can move about a larger area of a community without driving. In Flagstaff, this could be tourists riding the FUTS to the Museum of Northern Arizona, up Mars Hill to Lowell or over to Sunnyside to visit local businesses in the area. Some communities have even developed micromobility tours supported by apps to encourage their use and encourage tourists to particular destinations.

Reaping the full benefits of micromobility-share programs and tourism depends on encouraging visitors to use these devices. Ways to do this include developing safety guidelines and aids to increase ease of

use and where to properly ride, such as digital cycling guides, maps, apps and companion programs with local businesses.

ECONOMIC DEVELOPMENT:

A micromobility share program encourages tourists and residents to use bikes, e-scooters, and other shared vehicles for local trips rather than relying on vehicles. This has been show to result in more people spending money locally — whether it's at coffee shops, restaurants, attractions, or other small businesses along their routes. The reason is thought to be that people moving at slower speeds are able to "window shop" more and see good they may want and are also more able to stop to run into a shop quickly than those in a car who may not want to find parking and walk to their destination.

New research shows that low-income people increasingly use micromobility systems to connect with public transit to access destinations including school, work and shopping, making them important tools for equity and economic growth.

Finally, establishment of a micromobility share program would likely create at least one local job for the maintenance and redistribution of devices.

PEER CITIES

Comparisons of peer cities can provide performance metrics that can be used to evaluate and predict the use of a micromobility share program in Flagstaff. The information below reviews micromobility share programs in a sample of cities.

City	Population	Agreement	Companies	Fleet size	Staff time	City Role	Equity provisions
Austin, TX	964,000	Permit	Bird, Lime	6,781	3 full time staff	paid	Bird and Lime Access
Bend, Oregon	106,184	Request for Proposals	Bird	250			Bird Access
Boulder, Colorado	105,898	Request for Proposals	Lime, BCycle	515	30% of one staff member's staff time	paid	Lime Access
Colorado Springs, Colorado	488,664	Request for Proposals	Lime	609	no staff time spent	paid	Lime Access
Fort Collins, Colorado	170,376	Request for Proposals	Spin	420	25% of one staff member's staff time		Spin Access
Grand Junction, Colorado	69,412	Request for Proposals	Bird, Lime	375	20-40 hours of staff time a month	neither	Bird and Lime Access
Logan, Utah	54,000	Request for Proposals	Bird	200		paid	Bird Access

Lubbock, Texas	261,000	Permit	Lime	200			Lime Access
Santa Monica, California	89,922	Permit	Spin, Veo, Wheels	1,593	50% of one staff member's time	paid	Spin Access
Spokane, Washington	229,447	Request for Proposals	Lime	551		paid	Lime Access
St George, Utah	104,578	Request for Proposals	Spin	250			Spin Access

Several cities have implemented micromobility programs using either a request for proposals (RFP) contract process or a permitting system, each tailored to their specific needs and resources. After communicating with several program managers of cities with characteristics similar to Flagstaff, the following data was collected.

In Grand Junction, Colorado, the city is transitioning its 20-month pilot program to a permanent permitting system after initially selecting Bird and Lime through an RFP contract process. The program exclusively offers e-scooters but aims to encourage fleet diversity, such as e-bikes, in future agreements. the responsibilities are split amongst city staff members with the average total amount of time spent managing the program is 20 - 40 hours per month. A $6,000 permitting fee and a 10¢ per ride fee covers staff and infrastructure costs.

Boulder, Colorado uses an RFP contract process with one provider for e-scooters (Lime) and another for e-bikes (BCycle). Approximately 30% of one full-time employee (FTE) is dedicated to tasks such as permitting, compliance, equity programs, and managing sidewalk parking challenges for dockless scooters. The city finds having one provider per mode works well for its size (~105,000 population).

Similarly, Fort Collins, Colorado selected Spin through an RFP contract in 2021 and allocates 25% of one staff member's time to the program. The staff member has said she could allocate 10% of her staff time but in detriment to the success of the program. Collaboration with Colorado State University has led to improved outcomes for the program in Fort Collins, enabling innovative strategies such as adaptive trike libraries and better parking infrastructure. Fort Collins recommends using RFPs and contracts over permits for greater flexibility in adapting to changes.

In California, Santa Monica dedicates significant resources to managing its shared micromobility program. On an ongoing basis, the program requires approximately 50% of the time of a senior-level planner and 10% of a Code Enforcement officer. The planner's responsibilities include daily monitoring of program metrics such as device deployment, utilization, and distribution; regular check-ins with micromobility operators; responding to community complaints; conducting field checks of operating zones; reviewing and updating policies; and performing analytical tasks like comparing trip patterns to a separate docked bikeshare system operated by LA Metro. Additional duties involve managing procurements for supportive services like third-party data dashboards, coordinating with the city's legal department, and developing safety messaging for shared mobility users. The Code Enforcement officer's time is primarily spent addressing non-permitted deployments, such as impounding devices from

unpermitted operators. However, Santa Monica notes that the Code Enforcement allocation could benefit from an increase beyond the current 10% of a single officer's time.

Santa Monica also invested heavily in upfront work to establish the program, including researching and drafting Administrative Regulations, creating Municipal Code updates, planning and designating drop zones, and conducting fieldwork. This foundational effort involved not only planners but also higher-level staff, such as city lawyers and mobility division managers.

In Austin, Texas, the city caps the number of providers at two and requires semi-annual permitting. The program is managed by three full-time staff who oversee permitting, compliance, special events, and public engagement. The city has also developed "Director's Rules" to regulate fleet sizes, safety standards, and fee structures, which ensures clear expectations for providers. Strong relationships with providers have been key to program success. In contrast, Colorado Springs, Colorado manages its program with no dedicated staff time, reflecting a more hands-off approach.

City	Austin, TX	Missoula, MT	Bloomington-Normal, IL	Logan, UT	Tucson, AZ	Lubbock, TX	Bend, OR	Santa Monica, CA
Population	964,000	75,000	167,000	54,000	543,000	261,000	106, 184	88,925
Bike/Scooter or both	Bicycle	Scooter	Both	Scooters	Bicycle	Scooters	Bicycle	Both
Quantity			50 bikes 200 scooters	200				
Type	Docked	Dockless	Dockless	Dockless	Docked	Dockless	Dockless	Docked
Managing Agency	CapMetro (transit)		City of Bloomington (partnership with Indiana University)		City of Tucson		City of Bend	Santa Monica DOT

Washington, D.C. has become a shining example of how micromobility is done right. The nation's capital is home to a mixed fleet of over 18,000 vehicles from standing scooters to pedal-assist e-bikes and throttle-assist e-bikes. The program provides assistance to those in need. The program requires each operator to provide unlimited, free 30-minute rides to people who qualify for assistance, and the city

will refund part of the permit fee paid by operators depending on the proportion of miles traveled by people that qualify.

Analysis: Risks and Challenges

Below is a summary of real and perceived risks and barriers to a micromobility share program. A strong mitigation plan can overcome or avoid most risks and barriers. Following the table are more in depth descriptions of the risks and strategies identified in the table.

Risks and Challenges	Impact Score	Risk for whom?	Potential Strategies to Mitigate Risk and Challenges
Parking concerns: availability of device parking, devices blocking sidewalks, ADA access, businesses	**High**	City / NAU	• Use the encroachment permit process through Community Development • Consult the City's Expanded Use of Right of Way committee in designating parking areas • Require geofencing in high traffic areas via app managed by vendor • Consider placement of hubs at key location • Ensure vendor staff to monitor device parking and relocation are available 365 days per year. • Require devices be parked at a bike rack when in downtown, Sawmill or on NAU campus • Install more bikes/ scooter racks and/or parking hubs • Identify approved bike parking locations • Ensure vendor accessibility and responsiveness for complaints or user issues • Upfront fees or penalties to incentivize proper parking • Designate pre-approved parking locations • Incentivize additional bike or scooter parking • Require vendor to supply bike or scooter or racks
Sign code may hinder advertising which limits traditional funding stream	**Med**	Vendor	• Develop model and budget without reliance on advertising at stations or hubs revenue. • Allow adds on bikes as done on vehicles/ Mountain Line
Personal injury while riding/injury liability	**High**	City / NAU, Vendor, User	• Liability waivers • Insurance requirements of vendor • Partner with local bike shops for helmet rental • Advertise law that people 18 and under must have helmet for riding bikes • Rental agreement assuming risk with usage • Contract liability to third party operator • Ensure the safety features on bikes are maintained in timely fashion including bikes, brakes and bells

Risks and Challenges	Impact Score	Risk for whom?	Potential Strategies to Mitigate Risk and Challenges
Compliance with ordinances: Lack of clarity where use is allowed and illegal riding (downtown sidewalks, FUTS, etc)	**Low**	City / NAU/ User	• Use geofencing to slow down or turn off devices in appropriate areas • Consider changes to the code to increase uniformity and understanding • Clarify responsible party in event of ticket • Have regulations appear on app before devices can be rented • Conduct Rider education campaign
Infrastructure Limitations	**Med**	City	• Provide bike routes map at micromobility share hubs, website and on app • Direct users to bike shops for hard copy maps • Promote use of the Transit App and use of comfortable bike trip planning options
Device theft	**Low**	Vendor	• Include GPS units on bikes • Add parking locations in visible areas to discourage theft
Winter Conditions	**Low**	Vendor	• Vendor can reduce number of devices available, to match demand • Track data in line with snowfall and seasons for evaluating possible hibernation to reduce operating costs • Partner with bike shops to promote cold weather bike gear • Outfit devices for winter as appropriate • Reduce costs as needed • Hibernate devices in the winter months or during periods of snow. • The City Streets and PROSE teams should be involved in the parking plan development as it related to clearing snow
Equity- Pricing and payment options	**Med**	City, Vendor	• Create a system that allows for cash access to device rentals • Offer limited free daily passes • Create links to transit app • Create other revenue sources to offset costs
Equity- People with disabilities, seniors and youth, families	**Med**	City	• Provide trikes, hand bikes and other accessible bikes or scooters • Provide multi-size bikes or scooters • Incentivize different type of bikes or scooters • Partner with Northern Arizona Adaptive Sports, the Commission on Inclusion and Adaptive Living
Equity- Distribution	**Med**	Vendor, City	• Operate system city-wide. Include plan for redistributing bikes to low-income neighborhoods • Include re-distribution requirements in vendor agreement

Risks and Challenges	Impact Score	Risk for whom?	Potential Strategies to Mitigate Risk and Challenges
Limited staff time to oversee program, complaints etc.	**High**	City, NAU	• Hire or contract with micromobility share staff to specifically oversee the system vendor compliance • Operator fees should include enough revenue to pay for support staff • Design agreements to assign all system responsibility to the vendor Community outreach prior to program launch
Concerns from local bike shops	**Low**	City	• Bike shops can apply to RFP for micromobility share • Increase partnership with local bike shops
Public Perception	**High**	City, NAU Vendor	• Develop marketing campaign • Work with Downtown Business Alliance and neighborhood associations • Ensure routine and effective bike maintenance • Respond quickly to complaints
Negative ridership effects on Mountain Line	**Low**	Mountain Line, City	• Track and assess ridership pick up and drop off data by day, time of day, location geography • Connect payment/fare systems • Connect apps to show both bus and micromobility share
Devices leaving jurisdiction boundaries	**Low**	Vendor	• Regional approach • Geofencing technology • Alerts that pop up on vendor app when leaving boundaries • Require vendors to retrieve devices from other jurisdictions as needed.
Company viability: potential liability and responsible clean-up of devices if the company leaves Flagstaff	**Med**	City, NAU	• Require a performance bond • Select vendors through RFP • Broad indemnification required from vendors • Add administrative or trip fee to ride fees • Help promote the program

Extended Discussion of Risk

Parking Challenges- High

Dominating Bike Parking

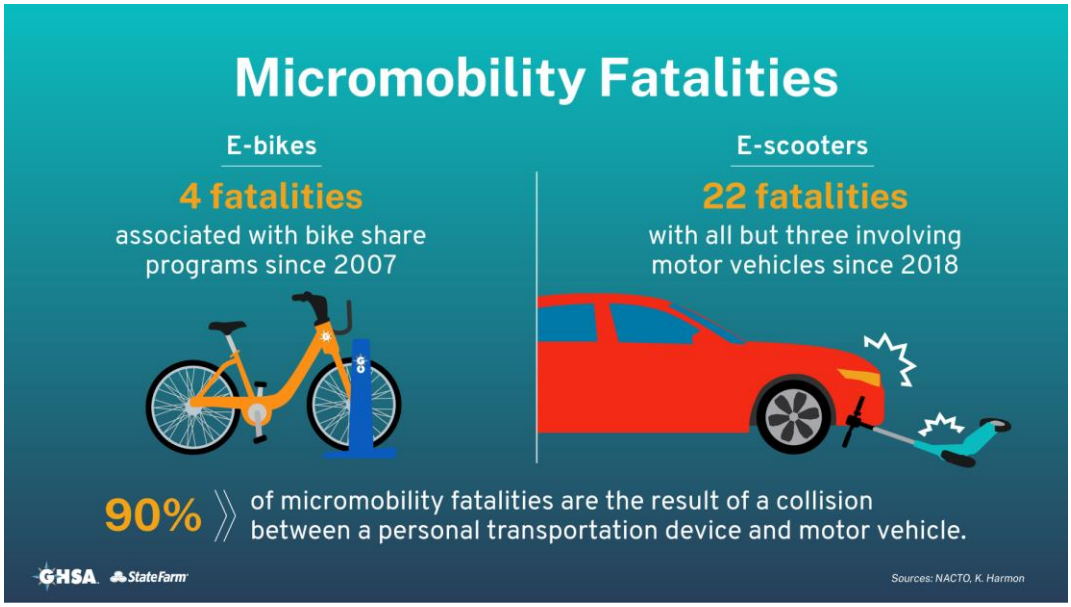
In popular destinations, such as downtown and other major activity centers, it is possible that micromobility share program devices could dominate the available bike parking in the area. Pre-planning for parking locations is a key step in implementation. Installing more bike racks and hubs, and using geofencing to identify parking locations, can help reduce the possibility of a bike parking shortage. Its also possible to require or incentivize the vendor provide additional parking racks or pay for hub locations.

Blocking Sidewalks, ADA Access, Businesses
The possibility of devices being left in locations where they block access to businesses and sidewalks is a concern. Having plenty of parking spaces with adequate frequency can encourage appropriate parking. It is important to have a clear parking plan from the outset to include micromobility hubs in crowded area. The plan should be developed in coordinated with the City's Expanded Use of Right of Way committee, NAU and the Downtown Business Alliance. It is also important vendors set up a monitoring system and a public request system to ensure devices can be reported and are removed from certain locations in an agreed upon time frame.

Financials incentives are also useful and can be applied to both the rider and the vendor. Financial incentives for riders can prohibit devices from being turned off (with usage fees continuing to be charged) if the device is not in an approved location. Alternatively, vendors can charge fines when a device is reported as poorly parked. Apps can notify users of appropriate parking spaces or require devices to be left in designated locations. Financial incentives for vendors can be the return of a portion of permit fees annually for timely compliance with relocating poorly parked bikes or similarly creating a returnable deposit. Timeframes for removal are typically set at two hours.
Winter parking can be handled in several ways. Often, ridership drops and companies choose to hibernate many or all devices to protect their assets. Approved parking locations may also be more selective in winter since ridership is likely to be lower anyway. Many cities receiving significant annual snowfall are successfully operating systems and are a resource for additional strategies.

SIGN CODE LIMITATIONS: Medium
Many micromobility share programs are funded through a robust advertising program. The City of Flagstaff sign code does not allow for signs at bus stops and/or parking stations. However, marketing can be allowed on device baskets or potentially through the device design for a title sponsor. Ultimately, it will be the responsibility of a vendor to ensure their business model can succeed in Flagstaff. Any procurement for such programs should be explicit about sign code allowances.

PERSONAL INJURY AND LIABILITY: HIGH
The potential safety impacts of micromobility share programs include collisions with other road users (pedestrians, bicycles and vehicles), single-device crashes by the device user, and unsafe operations if users do not follow existing rules and regulations or impede traffic. Recommended mitigation of those safety impacts can include implementing protected bike lanes, policy development and implementation for device regulation, plans for harsh weather conditions, education for users, the use of technology for user limitations and management, and requiring vendors to provide a broad indemnification clause in their contract. Even though injury is a risk with micromobility share programs, they have grown in popularity and functionality with more than 10 billion micromobility trips taken globally and more than 300 billion in the US in 2023 alone, since their inception.



In addition, Micro-mobility for Europe created a first ever fact sheet on incident data involving shared e –scooters in Europe. https://cdn.li.me/content/uploads/LIME-SAFETY-REPORT-FOR-SCOOTERS-IN-PARIS.pdf. The truth is a majority of the danger on city streets are cause by vehicles. To improve the safety of vulnerable road users, it is recommended to (1) invest in protected infrastructure, (2) recognize all vulnerable users and implement safety precautions for their protection, and (3) encourage enforcement and proper usage of these micromobility devices.

Still, the risk of liability for injury is an important consideration. Liability waivers and contracting to a third party or private device-share company should be considered.

LIABILITY

Minimizing the city's liability risk in a micromobility share program may involve a combination of proactive legal, operational, and safety measures. Below are several strategies that could be used to mitigate these risks:

1. Clear and Comprehensive Liability Waivers

- **User Agreements**: Ensure that the micromobility share vendor requires all users to sign a comprehensive liability waiver that acknowledges the risks associated with using the devices. This can reduce the city's liability if a user is injured while riding.
- **Indemnification Clauses**: Include indemnity clauses in contracts with micromobility providers, where they assume responsibility for accidents or injuries caused by their vehicles or operations. This will help shield the city from liability.
- **Informed Consent**: Ensure that users acknowledge the risks (e.g., potential injury, property damage) before riding by making such warnings explicit and visible in the app and at point-of-use locations.

2. Insurance Requirements

- **Insurance Coverage for Operators**: Mandate that micromobility providers carry appropriate insurance coverage that covers the city, the service provider, and the users in case of

accidents, injuries, or property damage. This could include general liability, product liability, and accident insurance.

- **City's Insurance Protection**: Ensure that the city has its own liability insurance to cover its potential exposure related to public safety, city property damage (like street furniture or infrastructure), or other related risks.

3. Clear Regulations and Policies

- **Safety Standards**: Implement and enforce safety regulations for both riders and vehicles. This may include requirements for helmets (either mandatory or incentivized), speed limits, and safety checks on the vehicles.
- **Designated Parking and Riding Zones**: Define specific locations for parking the vehicles and set rules about where they can be ridden (e.g., not on sidewalks, in bike lanes, or within certain high-traffic areas). This helps control how and where users interact with the infrastructure, minimizing accident risks.
- **Speed and Usage Restrictions**: Set speed limits for vehicles, particularly in crowded urban areas or near pedestrian zones. Restrictions could also apply to high-risk times or locations (e.g., near schools, hospitals, etc.).

4. Regular Maintenance and Inspections

- **Vehicle Safety and Maintenance**: Require operators to conduct regular maintenance and inspections of vehicles to ensure they are safe to use. This includes checking brakes, lights, tires, and other key safety features. Prompt repair and replacement of defective units can prevent accidents.
- **Maintenance Logs**: Have operators keep detailed records of maintenance and repairs that can be audited by the city or relevant authorities.

5. Education and Outreach

- **Rider Education**: Provide educational materials or campaigns to inform users about how to safely operate micromobility devices, including proper riding techniques, road safety, and laws regarding their use (e.g., not riding under the influence of alcohol, riding in bike lanes, etc.).
- **Operator Training**: Ensure operators train users on how to properly use the vehicles through tutorials or on-screen prompts in apps, including guidance on starting, stopping, and riding safely.

6. Data Collection and Incident Reporting

- **Incident Tracking**: Require that all accidents and incidents involving the shared vehicles be reported to the city or regulatory body for review. This helps identify trends, problem areas, and potential risks.
- **Data-Driven Insights**: Use the data collected from micromobility apps (e.g., trip data, accident reports, locations of frequent crashes) to adjust policies, improve safety, and minimize risks in real-time.

7. Data Privacy and Security

- **Privacy and Data Protection**: Given the use of mobile apps for rentals, cities should ensure that operators comply with data privacy laws. Protecting user data prevents legal issues and potential litigation related to privacy breaches.
- **Tracking Devices**: Ensure that all vehicles are equipped with GPS tracking, which can help in accident investigations, deter theft, and aid in monitoring vehicle use patterns.

8. Encourage Safe Riding Behavior

- **Incentive Programs**: Cities can work with operators to encourage safe riding through incentives, such as discounts for users who wear helmets or avoid risky riding behaviors (e.g., riding on sidewalks).

- **Behavioral Monitoring**: Implement technology that detects unsafe riding behavior (e.g., speeding, riding on sidewalks) and provides automatic warnings or fee penalties through the app.

9. Collaboration with Law Enforcement

- **Police Enforcement**: Work with local law enforcement to enforce traffic laws specific to micromobility vehicles. This includes ticketing for violations such as improper parking, riding under the influence, or riding without a helmet.
- **Real-Time Enforcement Tools**: Collaborate with micromobility companies to develop mechanisms where operators can flag riders who exhibit dangerous behavior or violate regulations, and ensure penalties are consistent with city laws.

Helmets

Renting helmets presents challenges for many micromobility share programs and most do not offer helmet rental, or they provide helmets for purchase at discounted rates. Helmets for children under 18 are required by law in the City of Flagstaff, and a minimum age limit of 18 can be set for renting micromobility devices, to minimize this risk. It is possible to provide helmets with device usage, but operations can be costly for cleaning and maintaining helmets. Alternatively, many programs work with local bike shops to offer discounted helmets for purchase with memberships. It may also be possible to have bike shops offer helmet rental. Helmet use should be strongly encouraged as a means of preventing injury.

Compliance with Local Ordinances : Low

Ensuring that micromobility share users understand and comply with local ordinances is an important factor to take into consideration when implementing a micromobility share program. Certain precautions can be utilized to ensure users comply with ordinances such as clarifying where the devices should and should not be ridden and the responsible party in the event of a ticket, using geofencing to limit usage in certain areas or control speeds, having rules pop-up on the vendor's app for the user to review before the bike can be taken, and education prior to reservation of the devices. The City may also want to review its code to ensure the rules are consistent and easy to understand.

Infrastructure Limitations: Medium

Successful micromobility share programs have strong bike networks. The Flagstaff Urban Trail System (FUTS) provides a strong foundation for this, as does the existing bike network. However, it is important to recognize gaps in the system and direct riders to bike lanes and alternate routes to ensure they feel comfortable and become repeat riders. In the future, the City of Flagstaff Regional Transportation Plan 2030 and the Active Transportation Master Plan both recommend more streets being redesigned as Complete Streets, and the Regional Plan also contains policies for creating more biking and micromobility infrastructure. Its important the city continue the work they are doing to improve the multimodal network.

Mountain Line's Transit App also provide low stress bike options to users who input origin and destination options. Promotion of this and/ or similar tools direct riders to the places with the best infrastructure. It may be possible to integrate these tools with the micromobility share app directly.

Theft- Low

Many cities worry about theft of devices based on early programs which suffered capital losses due to theft. However, technological advancements including GPS tracking and advanced locks have

significantly reduced thefts, with most programs reporting a maximum of 1-2 thefts per year. Ensuring devices have the latest anti-theft technology can reduce losses. Additionally, this Plan suggests that the City partner with a third party operate to implement such a program, putting the risk of theft back on the vendor.

WINTER CONDITIONS- LOW

Winter months often limit opportunities for robust ridership in micromobility share programs. Some programs find ridership is so low they can save money or at minimum break even by "hibernating" bikes in the winter. Storage for bikes is required to accommodate hibernation. Meanwhile, Chicago, Seattle, Philadelphia, Boulder, New York City, Montreal and others all operate successful micromobility shares despite winter conditions. The City of Denver does not allow devices to be ridden during occasional times of inclement weather but otherwise permits year-round usage. The City of Flagstaff Streets Division and Parks, Recreation, Open Space, and Events teams should be included in the discussion early in the process, particularly as it relates to parking devices in places that allow for street maintenance.

EQUITY- MEDIUM

It is possible for a micromobility share program to operate without stated equity goals. However, if equity is a goal of such a program, the following considerations should be considered:

Pricing and ease of payment systems

Payment systems can be a barrier to accessing devices for those who do not have smart phones or are unbanked. Providing a variety of payment options can help make the micromobility share system more accessible to people with different income levels. Partnering with Mountain Line, downtown parking and local businesses may be options to provide cash and/or smartphone-less access and make mobility services operate interchangeably. Providing subsidized or free rides for low-income residents could be accomplished through an application and qualification process. Other important considerations include having a call number for the unbanked to pay and unlock the devices, and quick sign-ups on an app system, especially for one-time users or visitors. Coconino County Health and Human Services can be a vital partner for the distribution of free or subsidized passes.

Unique populations

It is possible to offer a variety of bikes for people with various disabilities, seniors and even youth. Funding for accessible bikes may be through grant opportunities to serve the elderly and people with disabilities. Some micromobility share programs have even offered a variety of bike sizes to accommodate youth. Other adaptable bicycles may be available and can be negotiated with the vendor to mitigate this risk. Local groups including the Commission on Inclusion and Adaptative Living and Northern Arizona Adaptive Sports can partner in serving these communities.

Device Distribution

If equity is a key goal of a program, its important that devices are available in low income and equity areas. Vendors can be required to redistribute bikes throughout town. Its also recommended the program be allowed City wide and not limited to a particular area such as NAU only.

STAFF TIME- HIGH

Staff oversight of a program will be required and could be impactful. Decisionmakers should consider to whom the duties of responding to complaints, working with the vendor(s) and general oversight should

fall and if a new position may be needed to manage these aspects of the program. Under the SPIN program, full time support was not required however it did take staff time to manage. In addition, responsibility should be put on private vendors to respond to complaints, proactively resolve issues and ensure safe and effective system operations. Staff roles should be to redirect issues back to the vendors.

BIKE SHOP COMPLAINTS- LOW

Micromobility share programs could potentially take business away from bike shops in the area. Though most shops rent long-term (half or full day) bikes or mountain, these customers tend not be the same users as micromobility share riders, but some may have similar models. There is no way to eliminate this threat in a private system, but existing bike shops could benefit by competing for the contract for maintenance and redistribution needs. Information and marketing incorporated with the micromobility share program can refer people to bike shops to purchase helmets and other bike gear. Clear guidelines and expectations should be set prior to beginning any micromobility share program.

PUBLIC PERCEPTION- HIGH

The way the public perceives the micromobility share system can have a large impact on the system's success in the community. As a result, it is important to develop a marketing campaign and work with businesses in the area to create a positive image of the micromobility share before a program is implemented. Keeping bikes well-maintained and responding to complaints in a timely manner can also help create a positive public image of the micromobility share system. It is very important to mitigate this risk to avoid losing support for continued or future micromobility share programs.

RIDERSHIP EFFECTS ON MOUNTAIN LINE- LOW

Integrating shared micromobility with public transit offers opportunities to complement fixed-route transit networks and address first- and last-mile issues. It can also offer faster and more cost-effective mobility options for most trips, contributing to urban resilience, better air quality, lower greenhouse gas emissions and livable communities. Mountain Line can track and assess ridership data to determine the impact a micromobility share system has had on their ridership however saw no such impact during the SPIN trial. They might be able to connect their online payment system and Mountain Line app to the micromobility share system. Mountain Line has studied the impact of micromobility share programs and produced a map areas micromobility would specifically support transit because they are areas where additional routes are needed and not feasible but where micromobility devices would support access to established routes.

DEVICES LEAVING JURISDICTION BOUNDARIES - LOW

Devices will migrate into different jurisdiction boundaries (i.e. city to county), especially between the City, ADOT right of way and County Islands. The best solution is a regional approach that allows for and acknowledges that riders will need to cross boundaries. In addition, if needed, geofencing, alerts, and working with partner are all possible solutions to issues that may arise. MetroPlan's interagency nature is allowing all members to consider these issues in this Plan and raise concerns.

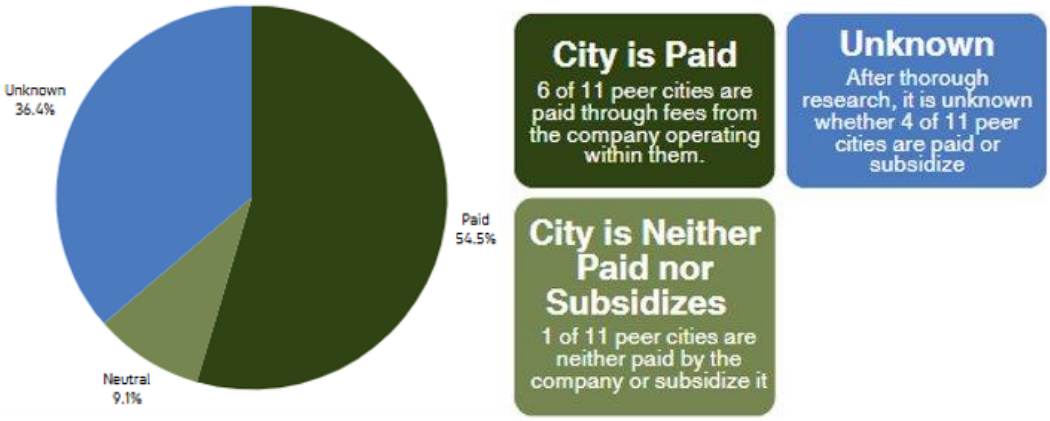
COMPANY VIABILITY- MEDIUM

Over the last 5 years, micromobility models have evolved and the number of private companies has dwindled to only a few operators that have developed a sustainable business model. By allowing a vendor to enter the market through an RFPc contract process, the financial viability of company can be considered.

It is important to understand company viability for two reasons, one is to create a micromobility share program with community support in case the model should change over time. Secondly, in the event a provider goes out of business, it will be important to understand responsibilities for cleanup from the program. This can be done through performance bonding and/or including mitigation strategies within a vendor contract.

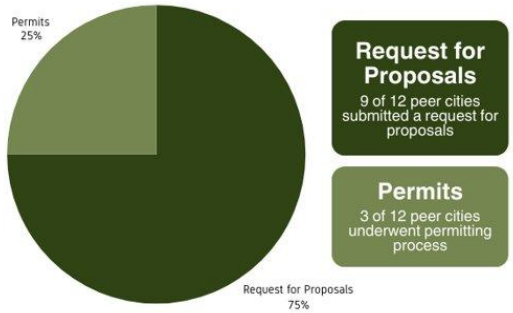
Changes in estimated ridership or fare structure may impact anticipated financial returns and is important to the long-term viability of a micromobility share program. Marketing a micromobility share program in partnership with the Downtown Business Alliance, Discover Flagstaff, neighborhood associations and NAU can increase visibility and usage for the program and reduce this risk.

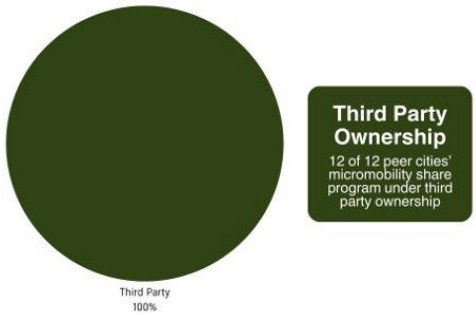
Finally, the city can collect an administrative fee or require bonding that would help cover any costs if a vendor were to leave.



PROGRAM APPROACH- CONTRACTING AND PERMITTING

Below are examples of business models for both a permit-only and request for proposals (RFP) contract model share programs. Of 12 peer cities researched, 75% used and RFP and 25% used permits. One hundred percent used third party ownership rather than owning themselves.





RFP (Request for Proposal) Contract for a Micromobility Share Program

Section 1: Introduction

1.1 Purpose
The City of Flagstaff seeks proposals from qualified vendors to operate a micromobility share program. The program will allow residents and visitors to rent shared electric scooters, bikes, or other micromobility devices for short trips within Flagstaff's urban area.

1.2 Objective
The objective of the micromobility program is to provide affordable, environmentally friendly, and convenient transportation alternatives that reduce traffic congestion, lower emissions, and enhance accessibility across Flagstaff.

Section 2: Scope of Work

2.1 Service Area
The program will cover designated areas within the City of Flagstaff, including downtown Flagstaff, business districts, residential areas, educational institutions, parks, and other key points of interest.

2.2 Fleet Composition
Proposals should include a fleet of electric scooters, bicycles, and/or other micromobility vehicles. The vendor must provide maintenance, operation, and customer support services for the fleet.

2.3 Operations

- **Hours of Operation**: The service should be available 7 days a week, from 6:00 AM to 10:00 PM (may vary based on city needs).
- **Maintenance**: The vendor must ensure that vehicles are regularly maintained, charged, and available for use.
- **Technology Platform**: The vendor must provide an easy-to-use mobile app or alternative for vehicle reservations, payments, and tracking.

2.4 Pricing Model
The vendor must propose a pricing structure based on per-minute or per-trip rates, including discounts for low-income riders, students, or other groups, and free rides during special events.

2.5 Environmental and Safety Standards
The vendor must comply with all state and local regulations concerning environmental sustainability and ensure vehicles meet safety standards for operation.

Section 3: Proposal Requirements

3.1 Company Qualifications

- Provide information on the vendor’s experience in micromobility services.
- Submit a business plan detailing the operations, revenue model, and scalability of the program.

3.2 Technical Proposal

- Outline the fleet management system, the types of vehicles proposed, and the technology platform.
- Provide an implementation timeline for rolling out the service, including vehicle deployment, mobile app integration, and customer support setup.

3.3 Financial Proposal

- Outline all costs to the city, including revenue sharing models, infrastructure investment (if any), and any incentives or subsidies for riders.
- Propose a flexible pricing structure.

3.4 Insurance and Liability

Provide proof of insurance, including liability coverage for vehicles, users, and third parties, in accordance with Flagstaff's legal requirements.

Section 4: Evaluation Criteria

4.1 Proposal Evaluation

Proposals will be evaluated based on the following criteria:

- **Experience**: Relevant experience operating micromobility programs.
- **Education:** Proposed education of the devices, safety mechanisms and where to park/ride
- **Innovation**: Proposed technologies, fleet management systems, and user experience.
- **Sustainability**: Commitment to reducing carbon emissions and using green energy.
- **Cost Efficiency**: Fair and transparent pricing structure.
- **Community Engagement**: Strategies to promote the program and ensure inclusivity.

Section 5: Terms and Conditions

5.1 Duration of Agreement

The vendor term will be for an initial period of 3 years, with the option for annual renewals based on performance.

5.2 Performance Metrics

The vendor will be held to specific service levels, including vehicle availability, response times for maintenance, and customer satisfaction targets.

5.3 Reporting and Audits

The vendor will be required to submit monthly reports detailing fleet usage, financial performance, and other relevant data.

Permit Business Model for the Micromobility Share Program

A permit business models take a free-market approach and minimizes government intervention while encouraging competition and innovation. This model can attract various private providers to operate, each offering different pricing structures, technologies, and service models. Its important to note that the micromobility share vendor market evolved and there are not as many vendors to compete as there were prior to 2020.

1. Initial Setup and Infrastructure

- **City Role**: Flagstaff will not provide direct infrastructure but will designate public parking spaces for micromobility devices (e.g., scooter/bike stations) and possibly invest in road and sidewalk improvements to accommodate these vehicles.
- **Private Operator Responsibilities**: Vendors will be responsible for maintaining fleets, operating apps, and managing customer support systems.

2. Revenue Model

1. **Pricing Structure**:
    a. **Pay-Per-Minute or Pay-Per-Trip**: Vendors will determine their rates, typically $1 to $2 per unlock and $0.25 to $0.40 per minute of use.
    b. **Subscription Plans**: Riders can opt for monthly or annual memberships, which provide discounts for frequent users (e.g., $15/month for unlimited rides under 30 minutes).
    c. **Dynamic Pricing**: Prices could fluctuate based on demand (e.g., higher costs during rush hours or special events).
2. **Revenue Sharing**:
   The city may take a small percentage (e.g., 5%-10%) of the revenue from rentals in exchange for the right to operate within the city limits. This would be negotiated based on local needs and policy goals.
3. **Incentives for Vendors**:
    a. **Bonuses for Coverage**: Vendors can earn additional revenue based on maintaining vehicles in under-served neighborhoods or during off-peak hours.
    b. **Reduced Parking Fees**: Vendors who meet certain sustainability or community engagement goals could receive reduced or waived fees for designated parking areas.

3. Competition and Innovation

- **Multiple Operators**: The city could allow several vendors (e.g., Lime, Bird, Spin, or local startups) to compete in the market, which would encourage innovation, service quality, and lower prices.

- **Market-based Entry and Exit**: New companies can enter the market by meeting the city's basic operational requirements, and underperforming companies can exit, creating a competitive landscape.
- **Technology Differentiation**: Companies can compete through technology (e.g., better mobile apps, improved vehicle design, AI-powered fleet management) and service quality (e.g., cleaner vehicles, faster response times).

4. User Experience and Inclusivity

- **Low-Income and Discount Programs**: Vendors must offer subsidized rates for low-income individuals and students to increase accessibility.
- **Flexible Payment Systems**: Riders can pay with credit cards, mobile payments, and other digital options. Cash payments could also be made available for unbanked users.
- **Accessibility Features**: Devices should be designed to accommodate people with disabilities, such as scooters with lower seats for ease of use or vehicles with handles for users with mobility challenges.

5. Sustainability and Safety

- **Green Energy**: Encourage vendors to use electric vehicles and source power for charging from renewable sources.
- **Safety Initiatives**: Vendors must ensure proper safety equipment (helmets, etc.), as well as data-driven strategies to reduce accidents, including vehicle speed limitations in high-risk areas.
- **Environmentally Conscious Practices**: Vendors should recycle old vehicles and batteries, and reduce emissions through efficient logistics (e.g., using electric vehicles for fleet rebalancing).

This RFP and free-market business model examples outline a pathway for Flagstaff to implement a sustainable and efficient micromobility share program. Through a competitive, innovative market with clear performance criteria, the city can provide high-quality transportation options for its residents and visitors.

RECOMMENDATION

Flagstaff has features of demographics, density, and infrastructure that have been correlated to successful micromobility share programs elsewhere. A micromobility program would support many adopted goals and policies of the City, as referenced above in Supporting Policies and Goals. MetroPlan and Mountain Line recommend partners explore the establishment of micromobility share programs and guidelines in their region using the best practices and risk mitigation tools mentioned above.

Micromobility Share

Scope of Work - detailed requirements

If the Flagstaff City Council directs staff to proceed with a request for Proposals (RFP), the City will seek proposals to provide and operate a multi-year micromobility share program. Staff will outline a scope of work that will result in a comprehensive, affordable shared micromobility system for residents and visitors.

Scope of work - detailed requirements

The following section outlines operator requirements and features that the City would encourage an operator to provide. These requirements will be refined based on Council, community, staff and partner feedback, and will be used to detail expectations in the Request for Proposals (RFP).

1) **Shared devices – operator requirements:**
    a) Provide a shared device plan detailing the number and type of devices to be used, safety features, and the operator's ability to set speed limitations or restrict the usage in prohibited areas.
    b) Plan an initial deployment that will ensure device placement across the community.
    c) Provide devices that are durable, all-weather, one-size fits all, and corrosion-resistant for year-round outdoor use and storage.
    d) Provide a diverse mix of devices into their initial deployment and provide goals for expansions.
    e) Provide a flexible and scalable plan for expansion once the system is well-established.

2) **Designated parking locations - operator requirements:**
    a) Provide a preliminary parking plan that is tailored to Flagstaff. This Plan will describe how many docking stations, parking hubs or device parking racks will be provided in high-intensity areas like Downtown. The Plan will also propose a system for will managing parking in the lower-density, more suburban areas of Flagstaff.
    b) Reduce the number of devices parked in prohibited locations or parked in an improper manner, using geofencing, other technology, incentives and dis-incentives or fines.
    c) Limit parking in Downtown Flagstaff and on the NAU campus to designated locations.
    d) Promptly handle abandoned or improperly parked devices, including but not limited to those devices blocking sidewalks, entrances to buildings or emergency exits. These urgent issues must be resolved within two hours.
    e) Provide a comprehensive **winter operations plan**, including if and/or how the Proposer will decrease the number of devices available during winter months or extended severe winter weather.

3) **<u>Maintenance, Rebalancing, and Repair</u> – operator requirements:**
    a) Provide a **maintenance and distribution plan** that details how the Proposer will provide comprehensive maintenance protocols, distribute devices across the system, and provide devices in Flagstaff's residential and underserved neighborhoods.
    b) Promptly address and repair devices needing maintenance or repair.
    c) Provide a staffing plan which details what level of local staffing would be required to sustain the system.
    d) Provide a device and battery disposal plan.

4) **Enforcement and Safety – operator requirements:**
    a) Provide a customer safety agreement that includes the following requirements:
        i) Riders under eighteen (18) shall wear helmets while using micromobility devices.
        ii) Devices shall be parked in appropriate parking zones.
        iii) A minimum user age, to be set by the Proposer in consultation with the City
    b) Provide a **safety plan** for how the operator will ensure safe use of devices, including but not limited to:
        i) Setting speed limitations in heavy pedestrian and traffic areas.
        ii) Prohibiting travel in high-priority restricted areas.
        iii) Ensuring devices are used safely around the railroad corridor.
        iv) Communicating safe use expectations, allowed riding locations, and other regulations to users.

    We will encourage an operator to:
        a) Provide a beginner mode setting for new users.
        b) Detect and deter multiple occupants from using a device at once.
        c) Detect and deter wrong-way riding on one-way streets.

5) **Pricing and Community Equity – operator requirements:**
    a) Provide a **preliminary pricing and access plan** that outlines the proposed pricing structure and how the system will be accessible to lower-income residents.
    b) Provide a way for people without credit cards to access the system.
    c) Ensure devices are deployed in underserved areas as identified by the City.
    d) Describe how the system will be available to users of different abilities and will be compliant with applicable sections of the Americans with Disabilities Act (ADA).

6) **Software, Technology and Reporting Capabilities – operator requirements:**
    a) Provide an iOS and Android-compatible mobile app and a user-friendly website.
    b) Provide real-time availability of devices.

    We will encourage an operator to:
        a) Integrate payments/rentals with the Transit mobile application, used by Mountain Line, and/or payment systems linked with ParkFlag technologies.
        b) Facilitate rentals by users who do not own or carry a smartphone.

7) **Community Engagement and Marketing – operator requirements:**
    a) Provide a **preliminary communications** plan that outlines outreach and marketing efforts to **launch the system** and help residents expect and adapt to this change within the community.
    b) Conduct **ongoing outreach and education** to *both* users and the broader community.
    c) Partner with local businesses or community organizations.
    d) Encourage helmet use.
    e) Work within the City of Flagstaff sign code.

8) **Data Sharing and Integration - operator requirements:**
    a) Share data with the City of Flagstaff and NAU in accordance with the Mobility Data Specification (MDS), a standard maintained by the Open Mobility Foundation.

9) **Customer Service – operator requirements:**
    a) Provide all customer service and support.
    b) Present a **customer service** plan that will outline minimum response times, include details on support provided virtually and support provided on the ground, and provide customer service 24 hours a day, seven days a week.
    c) Provide monthly reports of customer service or operational issues.
    d) Limit the impact of the proposed micromobility system on agency staff time.

10) **Finances and Risk Management – operator requirements:**
    a) Include proper insurance and a decommissioning plan for removal of the devices in the event that the Proposer ceases operations in Flagstaff.
    b) Agree to the City's insurance and indemnification requirements.

    We will encourage an operator to:
        a) Describe how the Proposer could contribute to improved bike infrastructure across Flagstaff.

Micromobility Share in Flagstaff

October 7, 2025

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Agenda

- Recap of February conversation
- NAU Partnership
- Engagement Review
- Pursuit of a Program
- Direction

What is Shared Micromobility?

- Micromobility refers to a mode of transportation that uses very light, low-occupancy vehicles such as electric scooters (e-scooters), electric skateboards, bicycles, and electric pedal-assisted bicycles (e-bikes).
- Shared and publicly available.
- Short-term use.
- Operated and parked in the public right-of-way (ROW) and public spaces.

Background

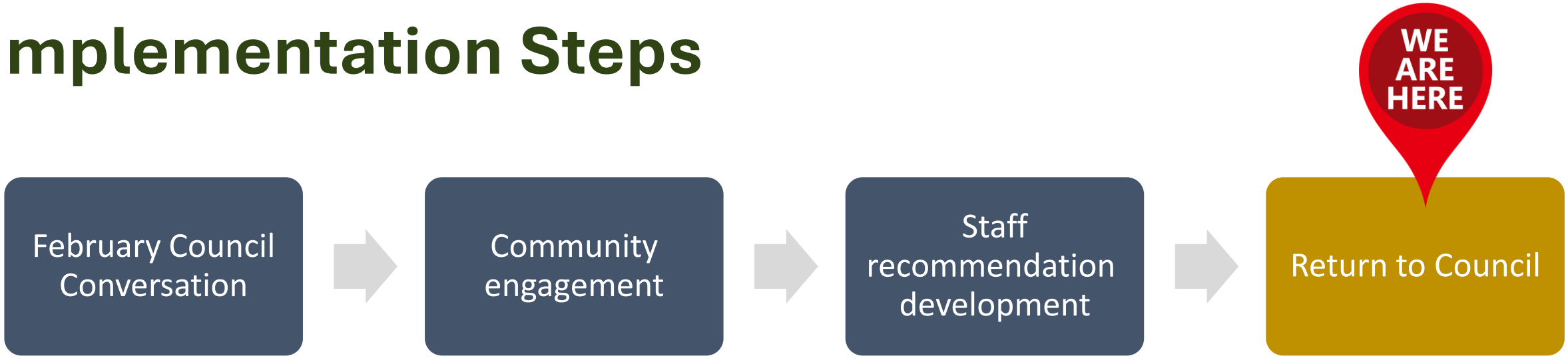
- Flagstaff's code currently specifies that micromobility share companies can obtain a permit to operate in Flagstaff.
  - The City needs to create system to award one or more permits, **or change the code** to prohibit these companies from operating in Flagstaff.
- In February 2025, the City Council directed staff to restart the conversation on Micromobility Share.

Seeking Council Direction

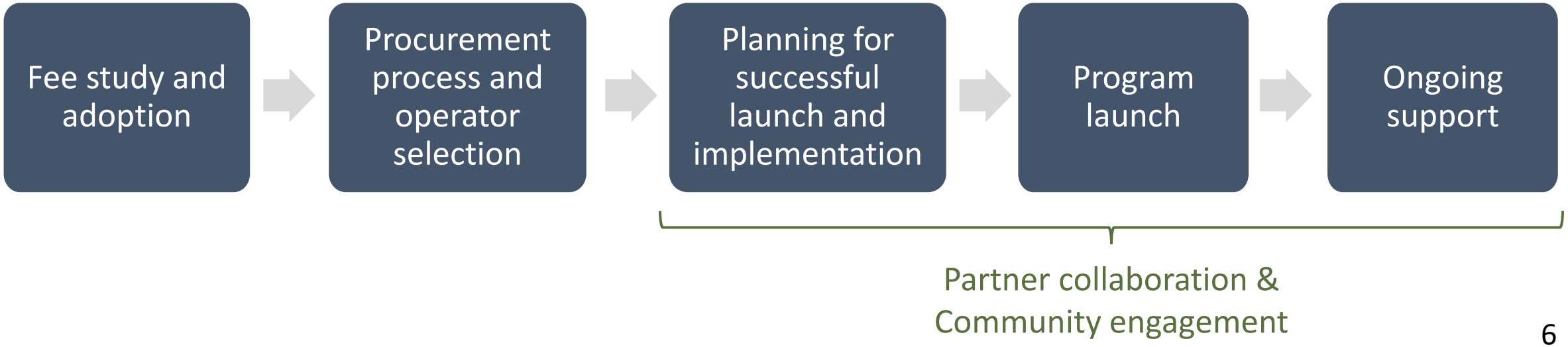
1. **Should staff begin work to allow one micromobility share operator to conduct business in Flagstaff?**
   - This would entail planning for an operator permit and permit fee, and then issuing a request for proposals (RFP).

2. **If Council would like to proceed…**
   - Does Council have feedback on the proposed requirements for a micromobility share operator?

Implementation Steps



If Council directs staff to proceed with an RFP:



Recap of February Council Presentation

Why micromobility share?

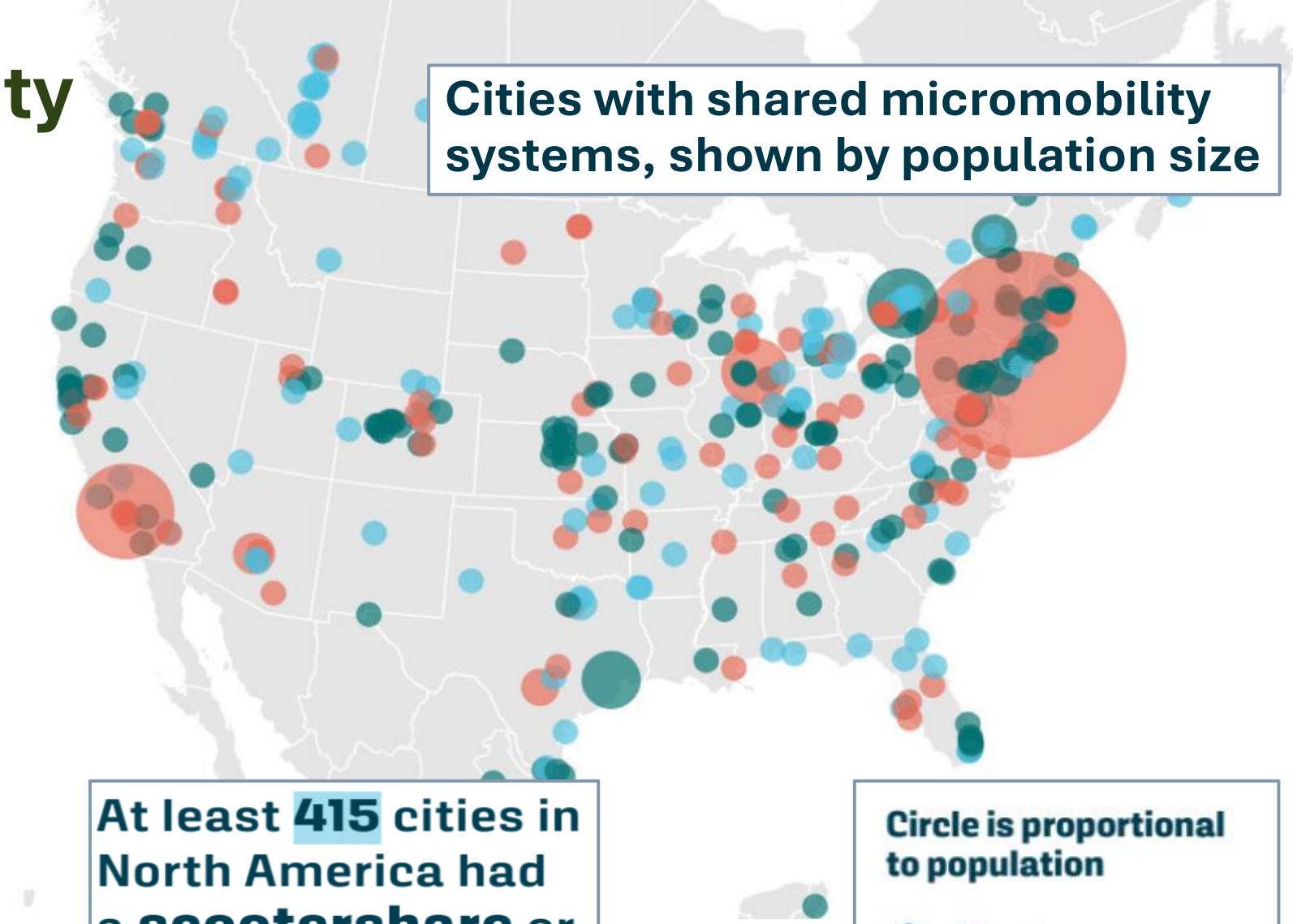
- Climate action
- Congestion alternative
- Physical activity
- Affordability
- Parking
- Tourism and economic development

Micromobility is supported by numerous City and MetroPlan guiding plans

- Active Transportation Master Plan
- Stride Forward Regional Transportation Master Plan
- Flagstaff Regional Plan 2030
- Carbon Neutrality Plan

Shared micromobility is widespread

Peer cities with shared systems	Population
Bend, OR	106, 184
Boulder, CO	105,898
Colorado Springs, CO	488,664
Fort Collins, CO	170,376
Grand Junction, CO	69,412
Logan, UT	54,000
Lubbock, TX	261,000
Santa Monica, CA	89,922
Spokane, WA	229,447
St George, UT	104,578



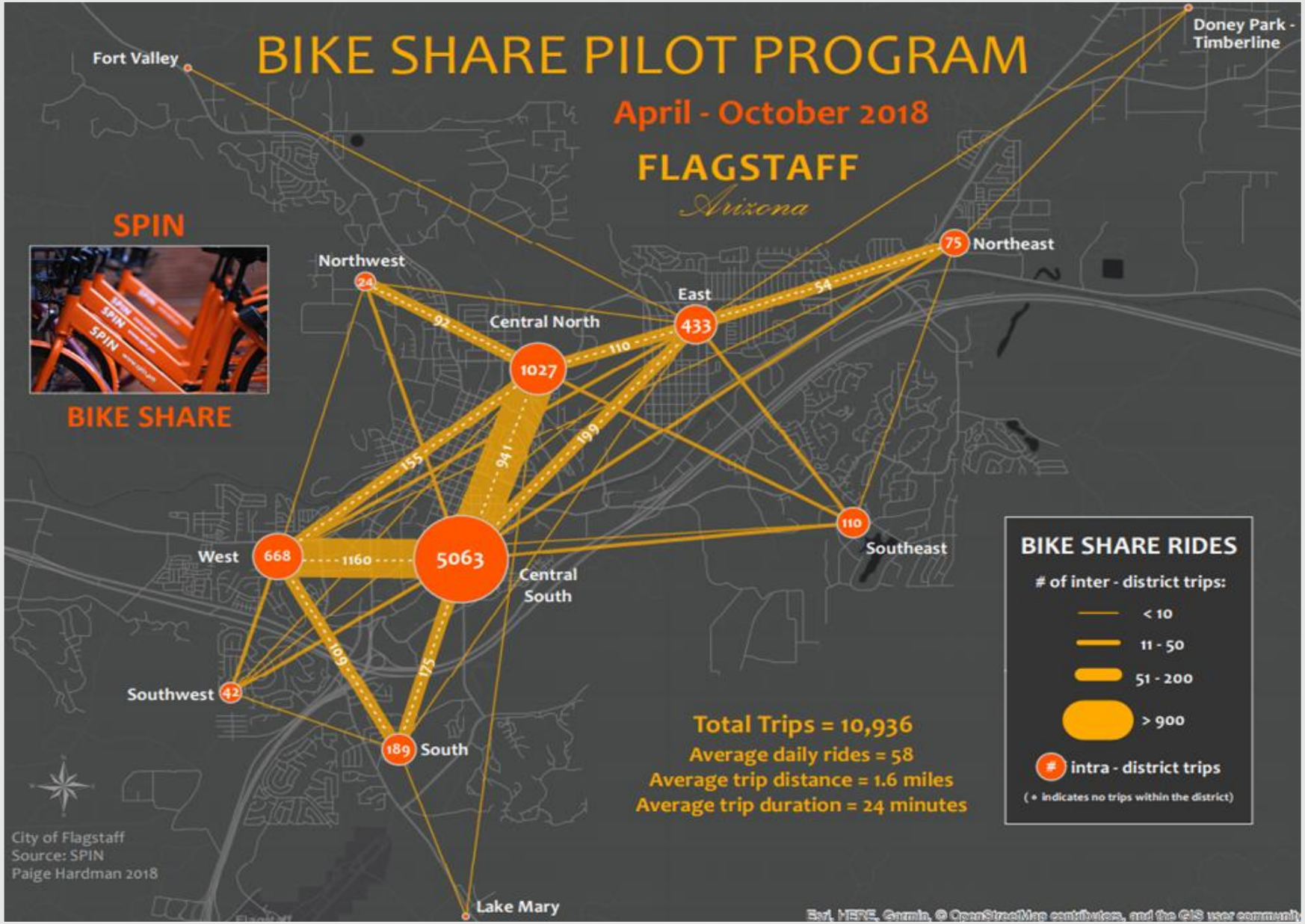
2018 Bikeshare Pilot

In 6 months:

- 10,900 trips
- 13,800 miles

Average trip:

- 1.6 miles
- 24 minutes
- After 7pm



Feasibility Report

- The Micromobility Share Feasibility Report, led by MetroPlan and Mountain Line:
  - Explored the micromobility landscape,
  - Reviewed risk management strategies, and
  - Interviewed peer cities.
- The Report recommended establishing micromobility share using the best practices and risk mitigation tools mentioned in the following slides.

High Impact Risks

- Parking concerns: ADA access; devices blocking sidewalks and businesses
- Snow operations and compliance with winter parking ordinance
- Personal injury while riding
- Compliance with ordinances
- Limited staff time to oversee program and complaints
- Public perception

Medium Impact Risks

- Weak points in infrastructure
- Lack of options for those without credit cards or smartphones
- Devices taking over existing bike / scooter racks
- Sign code limits advertising, which may limit funding streams
- Company viability: potential liability and device removal if the company fails or leaves

NAU Partnership

A Collaborative Effort

- Devices will cross jurisdictions.
- NAU is anticipated to have high ridership.
- NAU has participated in the working group, from the Feasibility Report to drafting RFP requirements.
- If we move forward: The City will manage the procurement process, with NAU involvement.
  - NAU will sign its own, matching agreement.
  - Modeled after the 2020 contract arrangements for Gotcha bikeshare.

Result:

- One system for the whole community
- Assurances for each partner

Engagement Review

Engagement

COF Commissions

- Inclusion and Adaptive Living
- Diversity Awareness
- Sustainability
- Transportation
  - Bicycle and Pedestrian Committees
- Tourism

COF Divisions

- Economic Vitality, Engineering, Legal, Police Department, PROSE, Public Works, Risk Management
- Community Enhancement Committee

Regional Partners

- Arizona Department of Transportation (ADOT)
- Coconino County
- Downtown Business Alliance (DBA)
- MetroPlan Technical Advisory Committee
- Mountain Line Board
- **Northern Arizona University** (NAU)
  - University Transit Services, which will work with other NAU Departments

Common Themes

Equity and Accessibility:

- Calls to ensure affordability, include accessible devices, and accommodate users of all abilities, financial status and neighborhoods.

Device Features and Safety:

- Questions regarding headlights, helmet availability, and safety education.

Compliance:

- Parking and jurisdiction compliance is a concern. Geofenced speeds and parking should be carefully thought out. Code updates may need to happen.

Common Themes

Enforcement:

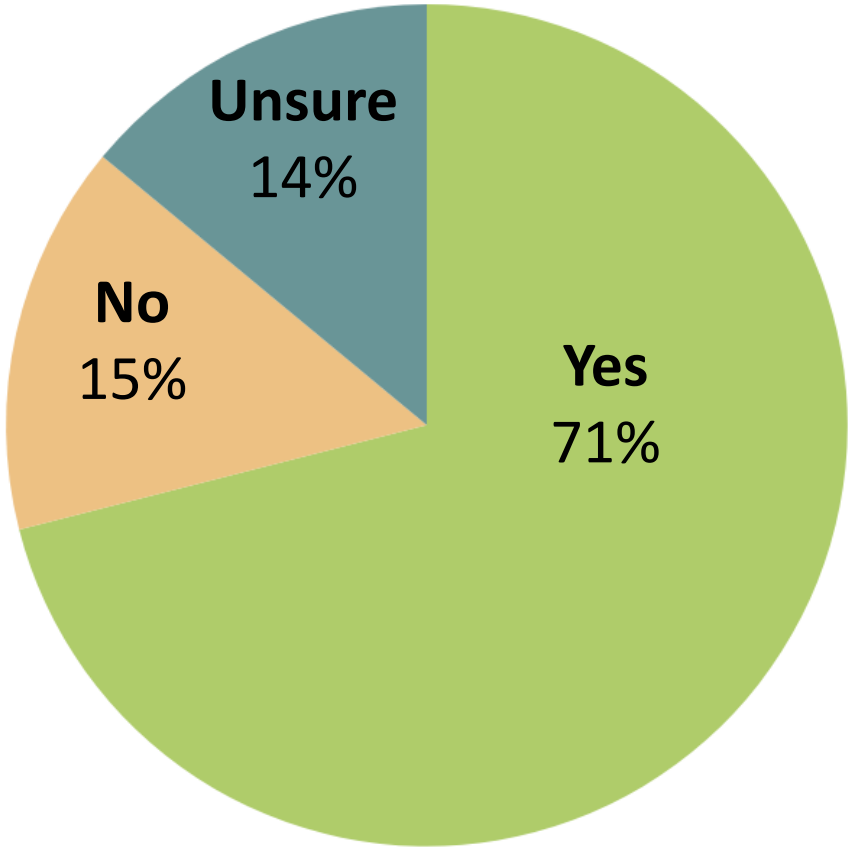
- Concerns about how rules will be enforced.
- Suggestions for incentives or penalties for proper parking and use.
- Questions around law enforcement.

Community Relations PR:

- Strong recommendation for robust public relations efforts to educate the community on the benefits and safe use of micromobility options.

Community Survey Results

Would micromobility share be a useful transportation option in Flagstaff?



- 45% would be more likely to use micromobility if it was integrated with Mountain Line transit services.
- Trip purposes include:
  - leisure/recreation (70%)
  - errands (55%), and
  - commuting (45%).
- Respondents supported a broad range of safety, accessibility, and affordability measures

Peer City Interviews

City Investment / Fees

- More than half of 11 peer cities are paid through fees from the micromobility.

City staff time:

- Peer cities like Fort Collins, Boulder, Grand Junction and Santa Monica all reported using staff time to manage their programs.
- Program enforcement and program management require 25% to 50% of one staff person's time.

Collaboration

- Staff are working across Divisions to plan for close collaboration throughout the process:
  - Input on draft operator requirements
  - Procurement process involvement
  - Operations planning
  - Communications throughout implementation

Pursuit of a Micromobility Share Program

Staff Recommendation

1. **Allow** one micromobility share operator to operate in Flagstaff.
2. Issue a **permit through a request for proposals (RFP).**
   - This RFP would include the operator requirements in this presentation.
   - Operator proposals can lead to competition and creative ideas for addressing risks, reducing operational challenges and improving accessibility.
   - Use the contract to address management concerns.
3. Assign a cost to the operator permit, to **offset the staff time** associated with the program. Staff time is estimated at:
   - 25% time for a City staff person, devoted to overall compliance.
   - 50% time for a NAU student worker, devoted to compliance at NAU.

Scope

If Council directs staff to move forward, staff recommend the following operator requirements.

Scope

To ensure a comprehensive program

Operator Requirements:

- Provide a shared device plan detailing the number and type of devices, safety features, and the ability to set speed limitations or restrict the usage in prohibited areas.
- Device placement across the community.
- Devices that are durable, all-weather, one-size fits all, for year-round outdoor use.
- A diverse mix of devices.
- A flexible and scalable plan for expansion.

Scope

To address appropriate and adequate parking

Operator Requirements:

- Provide a parking plan, to be finalized with City staff and partners, including how the operator will reduce improper parking.
- Limit parking in Downtown Flagstaff and on the NAU campus to designated locations.
- Describe any parking racks to be provided.
- Prompt handling of improperly parked devices, including devices blocking sidewalks, entrances to buildings or emergency exits.
- Provide a winter operations plan.

Scope

To ensure adequate staffing, maintenance and rebalancing

Operator Requirements:

- Provide a maintenance and distribution plan detailing ample maintenance protocols.
- Device distribution across the system, including to Flagstaff's residential and underserved neighborhoods.
- Provide a staffing plan detailing the level of local staffing required to sustain the system.
- Provide a device and battery disposal plan.
- Annual permit fee to offset City and NAU staff time.

Scope

To ensure safety and compliance

Operator Requirements:

- Provide a safety plan to ensure safe use, including the use of speed limiters, geofencing, and restricted-travel zones.
- Customer safety agreement including: liability, parking restrictions, age limits, helmet use required under 18.
- Education on safe riding, helmet use, and operating around the railroad corridor
- Communication of safe use expectations, allowed riding locations, and other regulations

Scope

To address equity concerns

Operator Requirements:

- Provide a pricing and access plan that outlines the pricing structure and how the system will be accessible to lower-income residents.
- Considerations for residents without a smartphone or credit card.
- Describe any devices or operations for people who may be unable to ride a traditional device
- Rebalancing to underserved areas

Scope

To address customer service and public perception concerns

Operator Requirements:

- User-friendly app and website.
- Communication plan for system launch and ongoing outreach and education
- 24/7 customer support
- Virtual and on-the-ground assistance
- Work within the COF sign code
- Monthly reports on issues & resolutions
- Regular data sharing

Scope

To address company viability and revenue model concerns

Operator Requirements:

- Agree to comply with the City of Flagstaff sign code
- Proper insurance and a decommissioning plan for device removal
- Agreement to the City's insurance and indemnification requirements.
- Provide company history and peer cities demonstrating viability

Direction

Staff Recommendation

1. **Allow** one micromobility share operator to conduct business in Flagstaff.
2. Issue a **permit through a request for proposals (RFP).**
   - This RFP would include the operator requirements in this presentation.
   - Operator proposals can lead to competition and creative ideas for addressing risks, reducing operational challenges, and improving accessibility.
   - Use the contract to address management concerns.
3. Assign a cost to the operator permit, to **offset the staff time** associated with the program. Staff time is estimated at:
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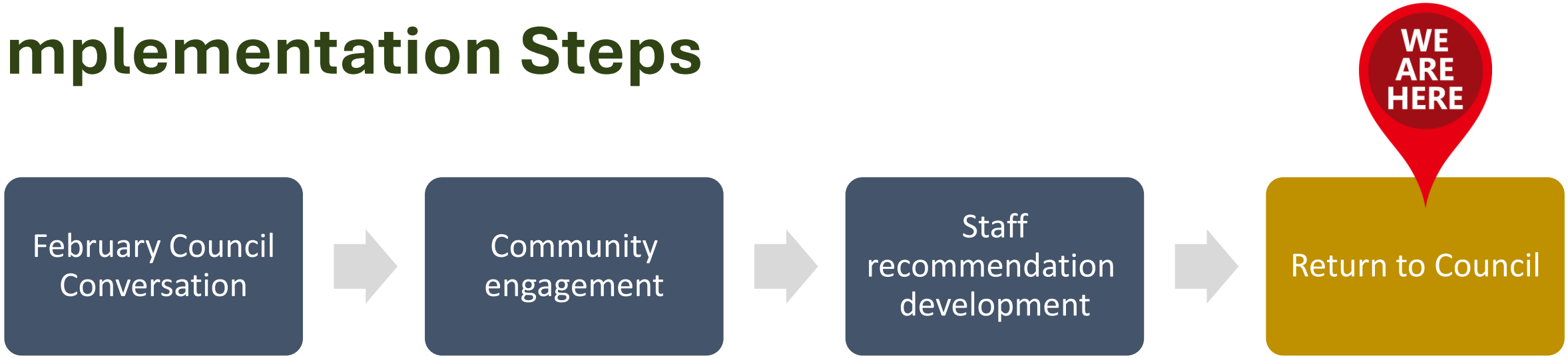
Implementation Steps



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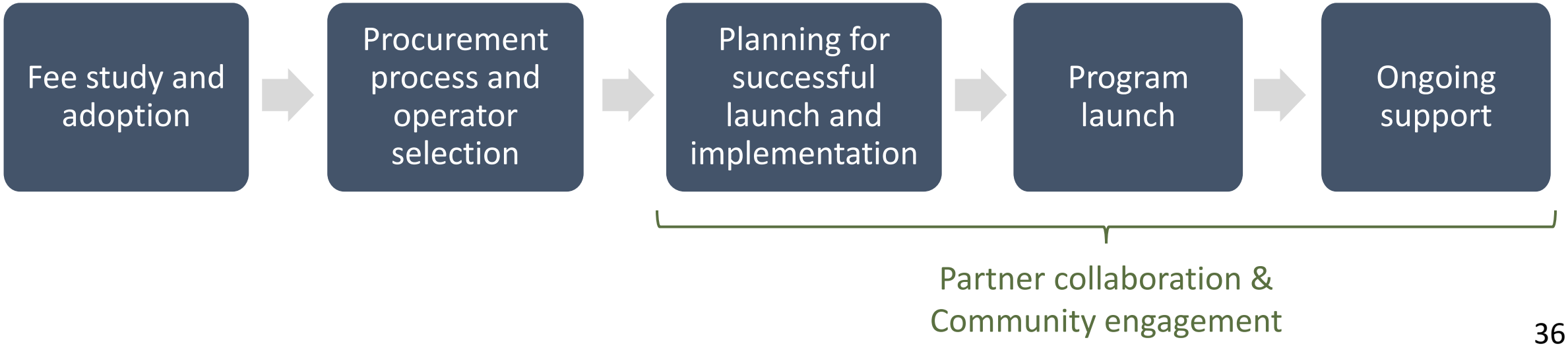

Seeking Council Direction

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   - This would entail planning for an operator permit and permit fee, and then issuing a request for proposals (RFP).

2. **If Council would like to proceed…**
   - Does Council have feedback on the proposed requirements for a micromobility share operator?

Thank You!

City of Flagstaff

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Matthews to place on a future agenda a discussion about not tying the rezoning process with site or concept plans.

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:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 10/01/2025

Meeting Date: 10/07/2025

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizen Petition: Requesting Council pass a Resolution to support the Back from the Brink Campaign on Nuclear Weapons.

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on September 9, 2025, requesting Council to pass a Resolution to support the Back from the Brink Campaign on Nuclear Weapons.

Information:

None

Attachments: Petition

RECEIVED
SEP 09 2025
BY:

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Nuclear Weapons: An Exestintial Threat

Action Requested: Flagstaff City Council pass a resolution of support of the Back From the Brink campaign regarding Nuclear Weapons.

Printed Name of Submitter: David A. Spence, MD, David V. Fronske
(Submitter must also sign below and complete information)

Contact Information: David A. Spence 928 380 5690 <ds0268@gmail.com>
(Phone Number and/or e-mail address)

PETITION SIGNATURES

	DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1	5/18/25	Ben Butler	[redacted]	Ben Butler
2	5/18/25	Richard G. Clark		
3	5/18/25	Shonri Begay		Shonri Begay
4	5/18/25	Travis Pinn		
5	5/25/25	Nicholas		
6	5/25/25	Eric A. Zelikoff		
7	5/25/25	Jo Anne Lynch		
8	5/25/25	GAIL REED		86001 Gail Reed
9	5/25/25	Janis Lipton		Janis Lipton
10	5/25/25	Melanie Nelson		Melanie Nelson

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
9/9/25	Georganna Stasky	10/7/25

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Nuclear Weapons: An Existential Threat **PAGE** 2 **OF** 2

	DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
11	5/27/25	Shorta Begay	[redacted]	
12	5/27/25	Rita Cruz Begay-Spence		
13	5/28/25	Jill K. Stephenson		
14	5/28/25	CHEREKA KEATON		
15	5/28/25	JENNIFER DuBois Nicholson		
16	5/28/25	Joan Stoner		
17	5/28/25	Katharine Janetta Beaumont		
18	5/30/25	Devit Denkep		
19	6/1/25	Betsy Suter		
20	6/1/25	Brendan Trachsel		
21	6/1/25	Gillian Thomas		
22	6/1/25	Carol Covington		
23	6/12/25	ROBERT GUZLEY		
24	6/13/25	Robert Breunig		
25	6/13/25	Stefan Sommer		
26	6/22/25	Tianna Busby		
27	6/22/25	LOGAN MARTIN		
28	6/22/25	ANDREW GARDNER		
29	6/22/2025	James W. Swift		
30	6/22/25	Annette Nystedt		
31	22Jun25	Jessica Christensen		
32	6/22/25	Christianne Christensen		
33	7/6/25	John Nystedt		