

**PROFESSIONAL SERVICES CONTRACT**  
**Contract No.: 2025-11**

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

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

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

**SERVICES**

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

**PROFESSIONAL SERVICES**  
**Lake Mary Raw Water Pipeline Design Project**

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

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

**CITY RESPONSIBILITIES**

5. **City Representative:** The City Representative is Lee Williams, Water Services Director, or his designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.
6. **City Cooperation:** City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

**CONTRACT TERM**

7. **Contract Term:** The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of three (3) consecutive years.

8. Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
9. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as Exhibit B.

#### PAYMENT

10. Compensation: Firm shall be paid four hundred **eighty-two thousand nine hundred ninety-five dollars and zero cents (\$482,995.00)** for satisfactory performance of the services in accordance with the Scope of Work identified in Exhibit A.
11. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

#### DATA AND RECORDS

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

INSURANCE

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

MISCELLANEOUS

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

To the City:

Emily Markel  
Purchasing Manager  
Management Services  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001  
[emarkel@flagstaffaz.gov](mailto:emarkel@flagstaffaz.gov)

To Firm:

Rick Schuller, PE  
Engineering Group Leader  
Ardurra Group, Inc.  
1801 W Rte 66  
Flagstaff, AZ 86001  
[rschuller@ardurra.com](mailto:rschuller@ardurra.com)

With a copy to:

Justin Emerick  
Project Manager  
Water Services  
City of Flagstaff  
2323 N. Walgreen Blvd.  
Flagstaff, AZ 86004  
[JEmerick@flagstaffaz.gov](mailto:JEmerick@flagstaffaz.gov)

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

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

ARDURRA GROUP, INC.:

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**SCOPE OF WORK**

(Scope of Work will be Finalized Upon Contracting)



October 1, 2025

Justin Emerick  
Water Services, Project Manager  
City of Flagstaff  
2323 N Walgreens Blvd  
Flagstaff, AZ 86004

RE: City of Flagstaff - Lake Mary Raw Water Pipeline Design Project  
Engineering and Surveying Scope and Fee – Project #2025-1456

Dear Justin,

Thank you for the opportunity to propose to work with you on this project! Ardurra is pleased to present this Engineering Design and Surveying Services Scope and Fee for the City of Flagstaff Lake Mary Raw Waterline Replacement Project.

The Lake Mary Water Treatment Facility (LMWTF) draws raw lake water from Lake Mary through a 27-inch bar-wrapped concrete cylinder pipe that has been in service since 1965. This pipe is approximately 26,200 feet (5 miles) in length and traverses various forested terrain, geology, and topography to carry up to 8 million gallons of Lake water each day to the Lake Mary Water Treatment Facility for treatment and distribution.

The project begins at the Lake Mary Raw Water Pump Station and terminates at the Lake Mary Water Treatment Facility. The beginning point will be just outside the pump station where the 27” pipe transitioned from 30” steel pipe coming from the station. The termination point will be outside the first vault at the treatment plant. Replacement shall consist of a parallel pipeline installation to keep the existing pipeline operationally maintained during construction and to possibly maintain some functionality for future needs. The new Lake Mary Raw Water Pipeline Design will closely parallel the existing line to take advantage of the existing 20-foot easement through US Forest Service land. Included in this design will be electrical conduit for fiber communications between facilities as well as conduit for SCADA controls, including requisite pull boxes for conduit.

These design services will include design development through the Final design plans level, specifications, special provisions, bid schedule, and an Engineer’s construction estimate (EOPC). Scope will also include construction management services as well as procurement support. The objective of the project is to expedite design, approval, permitting and construction based on the criticality of this aging infrastructure and history of pipeline failures.

Ardurra will be the Project Prime Consultant. Subconsultants on this project will include aerial topography by Cooper Aerial with control set by Ardurra, cultural and environmental coordination and clearances by EnviroSystems Management, geotechnical investigations by Certerra/Western Technologies and utility investigation by T2 Utility Engineers. Forest Service



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coordination will be by Ardurra and EnviroSystems Management. The project will be designed assuming that there will be one full design and construction phase for the entire alignment.

Deliverables for this Project include, but are not limited to, project plans, specifications, special provisions, bid schedule, engineers construction estimate, scheduling and conducting project update meetings, assist with the CMAR or Bid procurement including preparing the CMAR scope of work, working with the CMAR contractor during pre-construction phases, provide construction management services, and project As-Builts prepared in conjunction with the CMAR.

The following tasks have been identified:

### **TASKS**

- 100. Project Management and Meetings**
- 200. Evaluations and Technical Memoranda**
- 300. Topographic Survey and Other Exploration**
- 400. Construction Documents**
- 500. Agency and Permit Coordination**
- 600. Construction Phase Services**

### **SCOPE**

Each task will include the following scope of work:

#### **100. PROJECT MANAGEMENT AND MEETINGS**

Ardurra will provide Project Management including coordination of meetings, schedules, invoicing, and subconsultant management. We will provide City of Flagstaff and other agency coordination, we will assist the city with local landowner coordination. Monthly progress reports and invoices will be provided to the City. This proposal assumes that the design and approval phase will begin in November 2025 and continue through August of 2026 (9 month duration) for construction plan approvals. Construction will commence in the Fall of 2026 and will be assumed to continue for 12 months. The City shall contact the owners of the parcels impacted by the project to let them know there will be surveying and engineering activities occurring on the easement of the existing waterline.

Specific project workshops and meetings will also be conducted by Ardurra for the project milestones and stakeholder coordination, including agenda and minutes. Agency meetings will consist of an early meeting with Coconino National Forest personnel followed by 2 additional coordination meetings. Team meetings will be held for the following list of activities or milestones:



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1. Kickoff Workshop – design objectives and requirements, goals, work plan, schedule and priorities
2. Coconino Forest Service Kickoff meeting, Progress Meetings (3 total)
3. 30% Design Review
4. CMAR Scoping Workshop
5. 60% Design Review
6. CMAR On Boarding Workshop
7. 90% Design Review
8. 100% Design Review.
9. Monthly Progress Meetings (6)

## **200. EVALUATIONS AND TECHNICAL MEMORANDA**

Ardurra will review the pertinent materials provided by the city with respect to plans, As-builts, design reports, maps and operational data for the system including the pumping station and water treatment plant. We will establish the project design criteria. Ardurra will prepare a Pipeline Sizing and Material Analysis which will evaluate the system costs based on pipe size and material versus the expected pumping costs for a pre-determined life cycle. A design report will be completed by Ardurra in this task for the ADEQ construction permit. The design flow for that analysis will be provided by the City.

## **300. TOPOGRAPHIC SURVEY AND OTHER EXPLORATION**

### **a. Topographic Survey:**

Consultant shall perform an aerial topographic survey for a 50-foot-wide corridor extending approximately 26,000 LF between the Lake Mary Water Treatment Plant and the Lower Lake Mary Pump Station shown on Exhibit B. Survey will locate all existing improvements and visible utility appurtenances within the survey area to produce a 1'-contour elevation survey map. Provide digital CAD survey data, ASCII points, and sealed PDF of the topographic survey to be used as the Project Basemap for design. Survey will be based on the Arizona State Plane Coordinate System, Central Zone, scaled to 'ground', with reference to NAVD 88 vertical datum unless otherwise directed by the Client. This task includes an easement survey including approximate parcel boundaries, section lines and easement verification.

### **b. Legal Descriptions/Exhibits**

It is assumed that no new easements will be needed for the project. Work will be confined to the existing 20' easement area. This established easement is already crossing private property.

### **c. Utility Mapping**



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Ardurra shall provide mapping of all existing underground and above ground utilities based on utility maps, City GIS records, and City as-builts. Ardurra will perform an Arizona design blue stake request to obtain the latest maps from private utilities and contacts for coordination. Ardurra will identify during the design process the locations where additional utility data is needed.

d. Utility Locating/Potholes

Our subconsultant T2 Engineering will provide a Subsurface Utility Engineering (SUE) plan set and a Test Hole Summary Report based on records research, geophysical investigation and potholing. The scope is defined in the subcontractor proposal attached to this document. We are providing an initial allowance for the T2 scope of services (\$30,000) in order to fully vet what will be needed to provide the level of utility locations that is sufficient.

e. Geotechnical

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

f. NEPA, Environmental and Cultural Reports

Our subconsultant EnviroSystems Management will provide US Forest Service coordination including the initial kick-off meeting with FS Staff to determine the requirements to move the project forward. We assume that the full scope will be that a NEPA Categorical Exclusion (CE) will be prepared with a Biological Resource study and Cultural Resources inventory being taken. The scope is defined in the subcontractor proposal attached to this document. We are providing an initial allowance for the ESM scope of services (\$30,000) in order to fully vet what will be required by the Forest Service before the City makes a commitment to the full project amount.

#### **400. CONSTRUCTION DOCUMENTS**

1) Construction Documents

Construction documents for the entire alignment and connection points will be provided in one package. The plan set will proceed through the City review process as required. Ardurra will provide quality assurance and quality control (QA/QC) reviews throughout the course of the project in accordance with our established policy. All deliverables will be reviewed by an appropriate reviewer prior to each submittal.

System components will include transmission main, connection at the Lake Mary pump station with possible flow meter, air release valves, blow offs, in-line valves, vertical off-sets, connection at the Lake Mary WTP with flow meter, disinfection injecting; also fiber optic



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conduits and SCADA conduits with pull boxes. The Electrical, Instrumentation and Controls scope of work is defined in the scope summary attached to this document.

The plans will include the following sheets for an approximate total of 50 sheets:

- Cover
- Notes and Quantities
- Details, Connection and Vault details
- Plan and Profile Sheets at 50 scale
- Connection Plan Sheets
- Survey Control Sheets
- Erosion Control Plans

a) 30% CDs

Ardurra staff will prepare preliminary 30% plans to show project control, alignment, water plan & profile, and details. These plans may be based on Preliminary topography and record data depending on the weather impact to the Base Map Investigation. A Workshop will be held with City staff to discuss the design and comment resolution.

b) 60% CDs

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

c) 90% CDs

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

A sealed version of these plans and the design report will be prepared for submittal to ADEQ for permitting. This includes the Application for Approval to Construct (ATC) in addition to an existing water system. The Application Fee shall be paid by the City of Flagstaff.

d) 100% CDs



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Ardurra staff will incorporate 90% City, CMAR, and ADEQ comments. The final 100% plans will be complete with the detail necessary to construct the new raw water transmission line.

e) Exclusion

At this time, a pipeline termination connection just outside of the Alum building, including work inside of the existing vaults or for vault replacement is excluded from the project design.

2) CMAR Coordination

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

## 500. AGENCY AND PERMIT COORDINATION

1) ADEQ Approval

A sealed version of these plans and the design report will be prepared for submittal to ADEQ for permitting. This includes the Application for Approval to Construct (ATC) an addition to an existing water system. The Application Fee shall be paid by the City of Flagstaff.

2) Coconino County Permit

Ardurra will coordinate with Coconino County to procure their design approval and permit for the new waterline within the Lake Mary Road right of way. Two meetings with the County are anticipated to coordinate the project including a pre-submittal and comment response meetings.

3) Property and Easement Acquisition

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

4) Dry Utility Coordination

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



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The scope of this contract does not include the design or coordination of dry utility relocations or realignments beyond the identification of the conflict.

## **500. CONSTRUCTION MANAGEMENT**

For the City, construction management will be provided by the Water Services Division. Ardurra will provide Post Design, Construction Phase services and close-out assistance which are included in this proposal.

During construction, Ardurra will attend and co-conduct with the CMAR contractor monthly Owner, Engineer and Contractor (OEC) meetings for an assumed 12-month construction period. We will conduct construction site visits on an as-needed basis with 6 visits assumed. We will respond to Requests for Information (RFI)'s related to additional information needed, revisions or field directives due to the discovery of unanticipated conditions in the field or revisions instigated by others. Tracking will be provided. We will provide Preliminary and Final Walk-throughs with punch lists for items noted.

Close Out Services include compiling as-built plans for submittal to the City. Based on as-builts provided by the construction surveyor, inspector reports and redlines, contractor redlines, and field visits. ARDURRA will provide project Record Drawings. Ardurra will hold a close-out meeting with staff to review the project performance and achievement of project objectives.

Ardurra will submit an Approval of Construction (AOC) application to ADEQ. The City of Flagstaff observes/documents water testing. The sealed testing results are provided to Ardurra by the City. The submittal will include the as-built Record Drawings compiled for the City.



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## **FEES**

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

| Task | Description                                | Cost              |
|------|--|-------------------|
| 100  | <b>Project Management and Meetings</b>     | <b>\$ 38,620</b>  |
| 200  | <b>Evaluations and Technical Memoranda</b> | <b>\$ 18,460</b>  |
| 300  | <b>Topo Survey and Other Investigation</b> | <b>\$ 38,230</b>  |
| 400  | <b>Construction Documents</b>              | <b>\$ 201,145</b> |
| 400  | <b>Agency and Permit Coordination</b>      | <b>\$ 17,980</b>  |
| 500  | <b>Construction Phase Services</b>         | <b>\$ 51,560</b>  |
|      | <b>Subconsultants</b>                      | <b>\$ 115,000</b> |
|      | <b>Reimbursable Expenses</b>               | <b>\$ 2,000</b>   |
|      | <b>Total Fee</b>                           | <b>\$ 482,995</b> |

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

## **EXCLUSIONS**

- Parcel Boundary Surveys
- Public Outreach
- Tree and Resource Surveys, Tree Counts
- Permit and Review Fees
- Off Site Improvements outside the Project Area
- Structural Design
- Dry Utility Realignment Design
- Property or Easement Acquisition, Title Reports
- Construction Inspection or Construction Staking (these services for the City can be provided by Ardurra but is currently not included in this proposal).

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

Sincerely,

Rick Schuller, PE  
Engineering Group Leader



## Lake Mary Water Line Electrical, Instrumentation and Controls

The scope of work includes the electrical, instrumentation and controls (EI&C) associated with design of conduits dedicated for fiber optic cables from the Lake Mary Pump Station (LMPS) to the Lake Mary Water Treatment Plan (LMWTP) and the replacement of the influent flowmeter at the LMWTP.

The new conduits (two-3 inch diameter, PVC) to be run from the LMPS to the LMWTP will be designed to run parallel to the new water line also being designed from the LMPS to the LMWTP. The new conduits will be shown on the LMPS civil plan drawing, starting at or near the existing LMPS programmable logic controller, continuing on the civil pipeline plan drawings and ending on the LMWTP civil plan drawing at or near an existing LMWTP PLC. Fiber optic cable pull boxes will be included in the design at specific intervals along the pipeline as requested including a pull box in the general area of the Lake Mary Well site.

The new LMWTP influent flowmeter EI&C design will include power circuit(s) from an existing 120/240 volt or 120/208 volt power panel and monitoring circuit(s) to an existing PLC, each to be determined. A flowmeter vault plan will be provided detailing the flowmeter installation and other lighting, ventilation, intrusion, etc. equipment as requested. All required EI&C details, one-lines, lighting panel schedule and specifications required will be provided as part of the design.

The electrical scope of work will include:

- A site visit to the sites to assess the locations of existing PLCs, power panels
- A conceptual cost estimate for the EI&C design
- Design documents including drawings and specifications to depict the scope of work to a prospective electrical contractor.
- An internal kickoff meeting and a kickoff meeting with the client.
- Two client review meetings (at 60% and 100%)

Excluded from the above scope:

- Site visits in excess of the one mentioned above.
- Electrical load or power system studies. It is assumed existing power panels will have capacity for the new flowmeter vault loads.
- PLC upgrade or replacement. It is assumed an existing PLC at the LMWTP can accommodate the new monitoring signals from the new flowmeter vault.
- Fiber optic cable network design or installation details.
- Pressure, flow or other instrumentation other than mentioned above.
- Bid or Construction phase services.



**FEE PROPOSAL SUMMARY**

|                             |                     |
|-----------------------------|---------------------|
| <b>PROJECT NAME:</b>        | Lake Mary Waterline |
| <b>PROJECT NO.:</b>         | 2025-1456           |
| <b>FEDERAL PROJECT NO.:</b> | no                  |
| <b>TRACS NO.:</b>           | no                  |

| <u>CLASSIFICATION</u>                         | <u>MAN HOURS</u> | <u>BILLING RATES</u> | <u>LABOR FEES</u>    |
|---|------------------|----------------------|----------------------|
| Principal/Sr. Project Director                | 38               | \$ 310.00            | \$ 11,780.00         |
| Engineering Dept. Manager                     | 247              | \$ 285.00            | \$ 70,395.00         |
| Project Manager/Project Engineer - Sr.        | 0                | \$ 195.00            | \$ -                 |
| Project Manager - Sr./Project Engineer - Sr.  | 498              | \$ 230.00            | \$ 114,540.00        |
| Project Engineer - Sr.                        | 0                | \$ 180.00            | \$ -                 |
| EIT II  | 998              | \$ 145.00            | \$ 144,710.00        |
| EIT II  | 0                | \$ 145.00            | \$ -                 |
| Survey Project Manager/Registered Land Survey | 0                | \$ 190.00            | \$ -                 |
| Survey Manager (RLS)                          | 6                | \$ 210.00            | \$ 1,260.00          |
| Project Surveyor (LSIT)                       | 42               | \$ 145.00            | \$ 6,090.00          |
| 1-Person Survey Crew                          | 84               | \$ 145.00            | \$ 12,180.00         |
| Project Coordinator                           | 48               | \$ 105.00            | \$ 5,040.00          |
| TOTAL DIRECT LABOR                            |                  |                      | \$ 365,995.00        |
| <b>SUBTOTAL CONTRACT LABOR</b>                |                  |                      | <b>\$ 365,995.00</b> |

|                                      |           |                   |
|--------------------------------------|-----------|-------------------|
| Subtotal Contract Labor              | \$        | 365,995.00        |
| Subtotal Direct and Outside Expenses | \$        | 2,000.00          |
| Subtotal Subconsultants              | \$        | 115,000.00        |
| <b>Total Contract Fee</b>            | <b>\$</b> | <b>482,995.00</b> |

|  |           |                   |
|--|-----------|-------------------|
| Subtotal Allowances                        | \$        | -                 |
| <b>Total Contract Fee &amp; Allowances</b> | <b>\$</b> | <b>482,995.00</b> |

| <u>DIRECT AND OUTSIDE EXPENSES</u>              |             |                  |                 |                    |
|---|-------------|------------------|-----------------|--------------------|
| <u>DESCRIPTION</u>                              | <u>UNIT</u> | <u>UNIT RATE</u> | <u>QUANTITY</u> | <u>TOTAL</u>       |
| 1 Personal Vehicle Mileage                      | Miles       | \$ 0.700         | 2000            | \$ 1,400.00        |
| 2 Misc Direct                                   | Ea          | \$ 370.00        | 1               | \$ 370.00          |
| 3   |             |                  |                 | \$ -               |
| 4   |             |                  |                 | \$ -               |
| 5   |             |                  |                 | \$ -               |
| <b>REPRODUCTIONS - AT COST (Estimates Only)</b> |             |                  |                 |                    |
| Printing (8-1/2" x 11")                         | Each        | \$ 0.10          | 200             | \$ 20.00           |
| Printing (11" x 17")                            | Each        | \$ 0.15          | 400             | \$ 60.00           |
| Bond Large Format                               | Each        | \$ 1.50          | 100             | \$ 150.00          |
| Mylar Large Format                              | Each        | \$ 12.50         |                 | \$ -               |
| Exhibits  | Each        | \$ 250.00        |                 | \$ -               |
| Deliveries/Postage                              | Each        | \$ 50.00         |                 | \$ -               |
| <b>SUBTOTAL DIRECT AND OUTSIDE EXPENSES</b>     |             |                  |                 | <b>\$ 2,000.00</b> |

| <u>SUBCONSULTANTS FEE</u>          |             |                      |
|------------------------------------|-------------|----------------------|
| <u>SUBCONSULTANT</u>               | <u>TASK</u> | <u>FEE</u>           |
| 1 Cooper                           |             | \$ 21,000.00         |
| 2 EnviroSystems                    |             | \$ 30,000.00         |
| 3 Certerra/Western Tech            |             | \$ 34,000.00         |
| 4 T2                               |             | \$ 30,000.00         |
| 5                                  |             | \$ -                 |
| 6                                  |             | \$ -                 |
| 7                                  |             | \$ -                 |
| 8                                  |             | \$ -                 |
| 9                                  |             | \$ -                 |
| 10                                 |             | \$ -                 |
| <b>SUBTOTAL SUBCONSULTANTS FEE</b> |             | <b>\$ 115,000.00</b> |

| <u>ALLOWANCES</u>          |             |             |
|----------------------------|-------------|-------------|
| <u>CONSULTANT/EXPENSES</u> | <u>TASK</u> | <u>FEE</u>  |
| 1                          |             | \$ -        |
| 2                          |             | \$ -        |
| 3                          |             | \$ -        |
| 4                          |             | \$ -        |
| 5                          |             | \$ -        |
| <b>SUBTOTAL ALLOWANCES</b> |             | <b>\$ -</b> |

| <u>CONTRACT TERMS</u>     |     |                                    |  |
|---------------------------|-----|------------------------------------|--|
| <u>PAYMENT METHOD</u>     | X   | LUMP SUM                           | 2025 Standard Rates                    |
| <u>CONTRACT DURATION</u>  | 630 | TIME AND MATERIALS (CALENDAR DAYS) | (ARDURRA RATE TABLE NAME)              |
| <u>PROCUREMENT METHOD</u> | S   | SOLICITATION / DIRECT SELECT       | Start Date: 10/15/25 End Date: 7/15/27 |
|                           | no  | ON-CALL TASK ORDER                 | no (ON-CALL CONTRACT NO.)              |



DERIVATION OF FEE PROPOSAL SUMMARY

| Task     | Description  | # of Sheets | Principal/Sr. Project Director | Engineering Dept. Manager | Project Manager/Project Engineer - Sr. | Project Manager - Sr./Project Engineer - Sr. | Project Engineer - Sr. | EIT II               | EIT II      | Survey Project Manager/Registered Land Surveyor - Sr. | Survey Manager (RLS) | Project Surveyor (LSIT) | 1-Person Survey Crew | Project Coordinator | Total Hours By Task | Total Fee By Task    |
|----------|--|-------------|--------------------------------|---------------------------|--|--|------------------------|----------------------|-------------|---|----------------------|-------------------------|----------------------|---------------------|---------------------|----------------------|
|          |  |             | Hourly Rate                    | \$ 310.00                 | \$ 285.00                              | \$ 195.00                                    | \$ 230.00              | \$ 180.00            | \$ 145.00   | \$ 145.00   | \$ 190.00            | \$ 210.00               | \$ 145.00            | \$ 145.00           |                     |                      |
| <b>1</b> | <b>Project Management &amp; Meetings</b>                 |             | Steve                          | Rick                      | Mike J                                 | Mike F / Alicia                              |                        | Noah / Scott         |             |   | Aaron                | Rob                     | John                 |                     |                     |                      |
| 1.1      | Project Management (24 months)                           |             | 2                              | 24                        |  | 24   |                        | 24                   |             |   |                      |                         |                      | 48                  | 122                 | \$21,500.00          |
| 1.2      | Kick Off Meeting   |             | 2                              |                           |  |  |                        | 2                    |             |   |                      |                         |                      |                     | 8                   | \$1,940.00           |
| 1.3      | Cocoronino NFS Meetings (3)                              |             |                                | 3                         |  |  |                        | 3                    |             |   |                      |                         |                      |                     | 9                   | \$1,980.00           |
| 1.4      | 30% Design Review  |             |                                | 3                         |  |  |                        | 3                    |             |   |                      |                         |                      |                     | 9                   | \$1,980.00           |
| 1.5      | CMAR Workshops (2)                                       |             |                                | 5                         |  |  |                        | 5                    |             |   |                      |                         |                      |                     | 15                  | \$3,300.00           |
| 1.6      | 60% Design Review  |             |                                | 2                         |  |  |                        | 2                    |             |   |                      |                         |                      |                     | 6                   | \$1,320.00           |
| 1.7      | 90% Design Review  |             |                                | 2                         |  |  |                        | 2                    |             |   |                      |                         |                      |                     | 6                   | \$1,320.00           |
| 1.8      | 100% Design Review                                       |             |                                | 2                         |  |  |                        | 2                    |             |   |                      |                         |                      |                     | 6                   | \$1,320.00           |
| 1.9      | Monthly Design (6)                                       |             |                                | 6                         |  |  |                        | 6                    |             |   |                      |                         |                      |                     | 18                  | \$3,960.00           |
|          | <b>SUBTOTAL Project Management &amp; Meetings</b>        |             | <b>4</b>                       | <b>49</b>                 | <b>0</b>                               | <b>49</b>                                    | <b>0</b>               | <b>49</b>            | <b>0</b>    | <b>0</b>  | <b>0</b>             | <b>0</b>                | <b>0</b>             | <b>48</b>           | <b>199</b>          | <b>\$38,620.00</b>   |
| <b>2</b> | <b>Evaluations and Technical Memoranda</b>               |             |                                |                           |  |  |                        |                      |             |   |                      |                         |                      |                     |                     |                      |
| 2.1      | Data Review  |             | 2                              | 4                         |  | 8  |                        | 8                    |             |   |                      |                         |                      |                     | 22                  | \$4,760.00           |
| 2.2      | Pipeline Sizing Analysis                                 |             | 2                              | 2                         |  | 8  |                        | 8                    |             |   |                      |                         |                      |                     | 20                  | \$4,190.00           |
| 2.3      | Design Report  |             | 2                              | 2                         |  | 16   |                        | 32                   |             |   |                      |                         |                      |                     | 52                  | \$9,510.00           |
| 2.4      | Subtitle   |             |                                |                           |  |  |                        |                      |             |   |                      |                         |                      |                     | 0                   | \$0.00               |
|          | <b>SUBTOTAL Evaluations and Technical Memoranda</b>      |             | <b>6</b>                       | <b>8</b>                  | <b>0</b>                               | <b>32</b>                                    | <b>0</b>               | <b>48</b>            | <b>0</b>    | <b>0</b>  | <b>0</b>             | <b>0</b>                | <b>0</b>             | <b>0</b>            | <b>94</b>           | <b>\$18,460.00</b>   |
| <b>3</b> | <b>Topographic Survey and Other Exploration</b>          |             |                                |                           |  |  |                        |                      |             |   |                      |                         |                      |                     |                     |                      |
| 3.1      | Set Aerial Panels  |             |                                |                           |  |  |                        |                      |             |   | 2                    | 2                       | 24                   |                     | 28                  | \$4,190.00           |
| 3.2      | Field Supplemental Survey, ROW easement                  |             |                                |                           |  |  |                        |                      |             |   |                      | 40                      | 60                   |                     | 100                 | \$14,500.00          |
| 3.3      | Utility Mapping  |             | 2                              | 2                         |  | 12   |                        | 40                   |             |   |                      |                         |                      |                     | 56                  | \$9,750.00           |
| 3.4      | Coordination w/ aerial sub                               |             |                                | 1                         |  | 1  |                        | 1                    |             |   | 4                    |                         |                      |                     | 7                   | \$1,500.00           |
| 3.5      | Coordination w/ geotechnical sub                         |             |                                | 1                         |  | 4  |                        | 8                    |             |   |                      |                         |                      |                     | 13                  | \$2,365.00           |
| 3.6      | Coordination w/ environmental sub                        |             |                                | 4                         |  | 8  |                        | 4                    |             |   |                      |                         |                      |                     | 16                  | \$3,560.00           |
| 3.7      | Coordination w/ utility locating sub                     |             |                                | 1                         |  | 4  |                        | 8                    |             |   |                      |                         |                      |                     | 13                  | \$2,365.00           |
|          | <b>SUBTOTAL Topographic Survey and Other Exploration</b> |             | <b>2</b>                       | <b>9</b>                  | <b>0</b>                               | <b>29</b>                                    | <b>0</b>               | <b>61</b>            | <b>0</b>    | <b>0</b>  | <b>6</b>             | <b>42</b>               | <b>84</b>            | <b>0</b>            | <b>233</b>          | <b>\$38,230.00</b>   |
| <b>4</b> | <b>Construction Documents</b>                            |             |                                |                           |  |  |                        |                      |             |   |                      |                         |                      |                     |                     |                      |
| 4.1      | 30% CDS  |             | 4                              | 20                        |  | 80   |                        | 200                  |             |   |                      |                         |                      |                     | 304                 | \$54,340.00          |
| 4.2      | 60% CDS  |             | 4                              | 20                        |  | 80   |                        | 200                  |             |   |                      |                         |                      |                     | 304                 | \$54,340.00          |
| 4.3      | 90% CDS  |             | 4                              | 15                        |  | 60   |                        | 150                  |             |   |                      |                         |                      |                     | 229                 | \$41,065.00          |
| 4.4      | 100% CDS   |             | 4                              | 8                         |  | 40   |                        | 120                  |             |   |                      |                         |                      |                     | 172                 | \$30,120.00          |
| 4.5      | CMAR Coordination  |             | 4                              | 8                         |  | 20   |                        | 20                   |             |   |                      |                         |                      |                     | 52                  | \$11,020.00          |
| 4.6      | Electrical, Instrumentation & Controls                   |             |                                | 36                        |  |  |                        |                      |             |   |                      |                         |                      |                     | 36                  | \$10,260.00          |
|          | <b>SUBTOTAL Construction Documents</b>                   |             | <b>20</b>                      | <b>107</b>                | <b>0</b>                               | <b>280</b>                                   | <b>0</b>               | <b>690</b>           | <b>0</b>    | <b>0</b>  | <b>0</b>             | <b>0</b>                | <b>0</b>             | <b>0</b>            | <b>1,097</b>        | <b>\$201,145.00</b>  |
| <b>5</b> | <b>Agency and Permit Coordination</b>                    |             |                                |                           |  |  |                        |                      |             |   |                      |                         |                      |                     |                     |                      |
| 5.1      | ADEQ Approval to Construct                               |             | 2                              | 4                         |  | 10   |                        | 10                   |             |   |                      |                         |                      |                     | 26                  | \$5,510.00           |
| 5.2      | Cocoronino County Permit to Encroach                     |             | 2                              | 4                         |  | 10   |                        | 10                   |             |   |                      |                         |                      |                     | 26                  | \$5,510.00           |
| 5.3      | Dry Utility Coordination                                 |             | 2                              | 4                         |  | 10   |                        | 20                   |             |   |                      |                         |                      |                     | 36                  | \$6,960.00           |
|          | <b>SUBTOTAL Agency and Permit Coordination</b>           |             | <b>6</b>                       | <b>12</b>                 | <b>0</b>                               | <b>30</b>                                    | <b>0</b>               | <b>40</b>            | <b>0</b>    | <b>0</b>  | <b>0</b>             | <b>0</b>                | <b>0</b>             | <b>0</b>            | <b>88</b>           | <b>\$17,980.00</b>   |
| <b>6</b> | <b>Construction Phase Services</b>                       |             |                                |                           |  |  |                        |                      |             |   |                      |                         |                      |                     |                     |                      |
| 6.1      | Monthly Meetings (12)                                    |             |                                | 24                        |  | 24   |                        | 24                   |             |   |                      |                         |                      |                     | 72                  | \$15,840.00          |
| 6.2      | Site Visits (6)  |             |                                | 12                        |  | 12   |                        | 12                   |             |   |                      |                         |                      |                     | 36                  | \$7,920.00           |
| 6.3      | Review RFIs, Submittals, Shops & Responses               |             |                                | 12                        |  | 12   |                        | 12                   |             |   |                      |                         |                      |                     | 36                  | \$7,920.00           |
| 6.4      | Issue Field Directives                                   |             |                                | 6                         |  | 6  |                        | 6                    |             |   |                      |                         |                      |                     | 18                  | \$3,960.00           |
| 6.5      | Prelim and Final Walkthroughs/Punchlists                 |             |                                | 4                         |  | 8  |                        | 8                    |             |   |                      |                         |                      |                     | 20                  | \$4,140.00           |
| 6.6      | Asbuilt Coordination/Record Drawings                     |             |                                | 2                         |  | 8  |                        | 40                   |             |   |                      |                         |                      |                     | 50                  | \$8,210.00           |
| 6.7      | ADEQ Approval of Construction                            |             |                                | 2                         |  | 8  |                        | 8                    |             |   |                      |                         |                      |                     | 18                  | \$3,570.00           |
|          | <b>SUBTOTAL Construction Phase Services</b>              |             | <b>0</b>                       | <b>62</b>                 | <b>0</b>                               | <b>78</b>                                    | <b>0</b>               | <b>110</b>           | <b>0</b>    | <b>0</b>  | <b>0</b>             | <b>0</b>                | <b>0</b>             | <b>0</b>            | <b>250</b>          | <b>\$51,560.00</b>   |
|          | <b>Total Hours</b>                                       |             | <b>38</b>                      | <b>247</b>                | <b>0</b>                               | <b>498</b>                                   | <b>0</b>               | <b>998</b>           | <b>0</b>    | <b>0</b>  | <b>6</b>             | <b>42</b>               | <b>84</b>            | <b>48</b>           | <b>1,961</b>        |                      |
|          | <b>Total Dollars</b>                                     |             | <b>\$ 11,780.00</b>            | <b>\$ 70,395.00</b>       | <b>\$ -</b>                            | <b>\$ 114,540.00</b>                         | <b>\$ -</b>            | <b>\$ 144,710.00</b> | <b>\$ -</b> | <b>\$ -</b>   | <b>\$ 1,260.00</b>   | <b>\$ 6,090.00</b>      | <b>\$ 12,180.00</b>  | <b>\$ 5,040.00</b>  |                     | <b>\$ 365,995.00</b> |



COOPER AERIAL SURVEYS CO.

PROJECT MANAGER  
Emily Martin  
602.678.5111 ext 215  
emily@cooperaerial.com

## Lake Mary, Manned Estimate provided by Cooper Aerial

### Steve R. Lewis, PE

Ardurra (formally Ritoch-Powell Associates) - 0000  
1801 W Route 66, Suite 117, Flagstaff, Arizona 86001  
928-774-4636 | srlewis@ardurra.com

## Project Scope

|                         |  |
|-------------------------|--|
| Imagery Flight Services | Cooper Aerial is responsible for the imagery flight services provided and will acquire 4cm color photography for mapping and imagery |
| Mapping Services        | 1 C.I. collection<br>1"=40 scale mapping<br>* The mapping will be produced to ASPRS Standards  |
| Imagery Services        | Orthorectified 4cm GSD file  |

**Location:** Flagstaff, Arizona | **Type:** Digital | **Size:** 26037 Linear Feet | **Map:** Standard Project/Ortho/Topo/Plan |  
**Estimated Duration:** 35-45 working days from the receipt of flight and verification of control

**C.I.:** 1 | **Imagery GSD:** 4cm | **AOIs:** 1 | **Flights:** 1 | **Panel/PID Count:** 14 (\*Client is responsible for Ground Control)

**Deliverables:** 2D Planimetrics AutoCAD, 3D Planimetrics AutoCAD, DTM 3D AutoCAD, Imagery Orthorectified SID (3-band), Spot Elevations and Contour Labels, Surface File ASCII, Surface File Civil 3D

### Project Estimate\*:

\$18,698.00

\* This estimate is based on our understanding of the requested scope and deliverables. Changes to scope, deliverables, or timeline may adjust the final price after NTP is received.

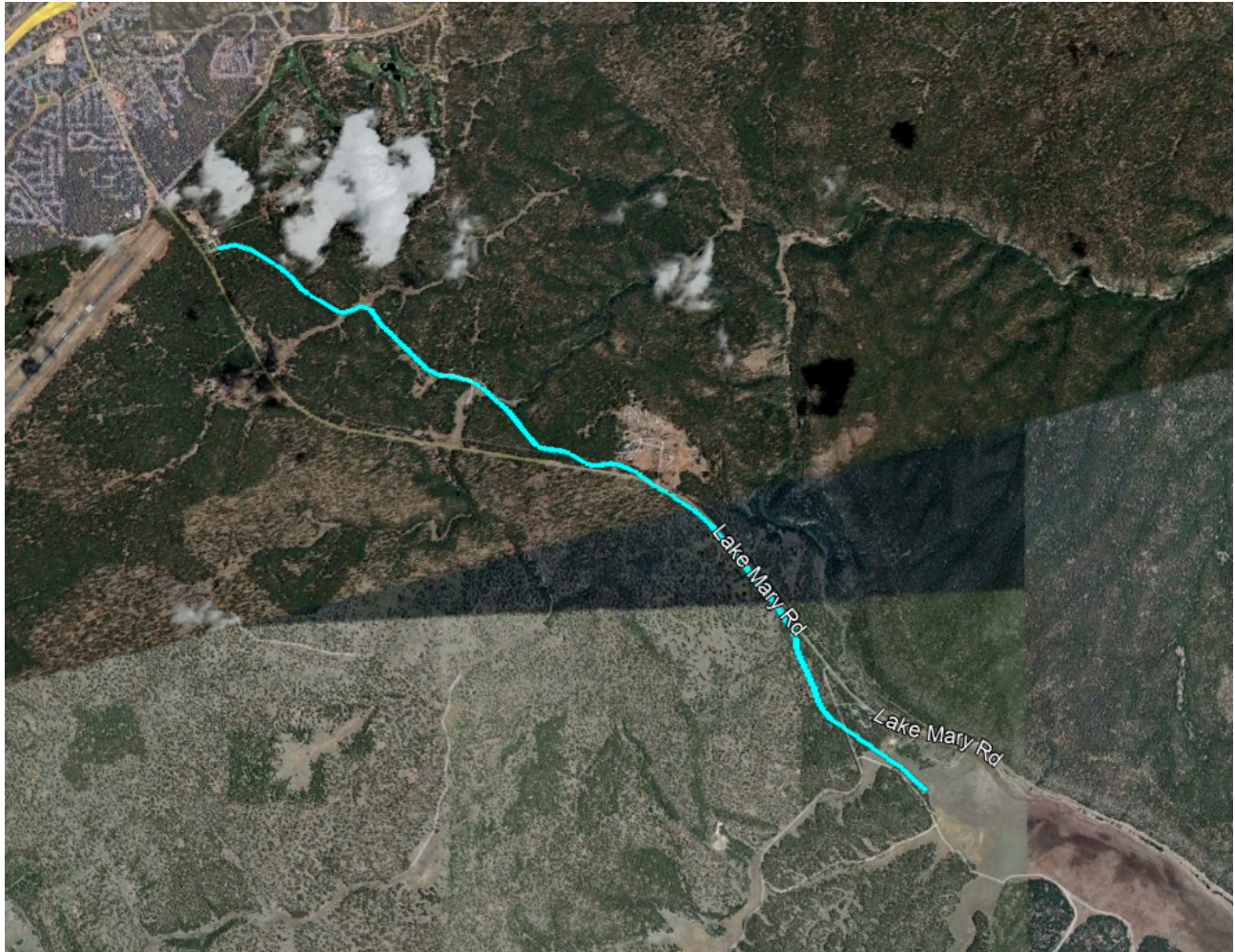
\* Upon acceptance of this estimate, a contract outlining the scope of work and relevant terms will be provided.



COOPER AERIAL SURVEYS CO.

PROJECT MANAGER  
Emily Martin  
602.678.5111 ext 215  
emily@cooperaerial.com

**Boundary File:**



**Ardurra Group, Inc.**  
**City of Flagstaff Lake Mary Water Line**  
**NEPA Categorical Exclusion, Biological Evaluation, and Class III Cultural Resources Inventory**  
**September 18, 2025**

**SCOPE OF WORK AND FEE**

Presented below are the Scope and Fee for NEPA Categorical Exclusion, Biological Evaluation, and Class III Cultural Resources Inventory for the installation of a new water line from Lake Mary to the Lake Mary Water Treatment Facility for the City of Flagstaff (City), Coconino County, Arizona. The proposed water line project is approximately 5 miles in length and will parallel the existing water line with a right-of-way (ROW) width of approximately 20 feet.

**NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

EnviroSystems will consult with Coconino National Forest (COF) on the required level of analysis under NEPA. There are three levels of analysis under NEPA with a Categorical Exclusion (CE) as the least rigorous form. The decision as to what level would be required is made by COF. It is possible that the COF may determine that an Environmental Assessment for NEPA compliance may be warranted. However, EnviroSystems' review of the U.S. Forest Service CEs indicates that a CE may be considered by COF. Therefore, this Scope of Work for NEPA compliance is for the preparation of a CE.

A CE for the proposed project requires at a minimum compliance with the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA) and the Clean Water Act (CWA). Additional resources of concern such as floodplains, recreation, invasive and non-native species, fire/fuels, and travel management may require analysis as identified by the resource specialists of COF. A description of the Proposed Action and Purpose and Need for the project will be prepared and analysis of potentially affected resources determined by COF will be completed. The COF may require the preparation of a Decision Memo to accompany the CE as well. A letter to notify the public and request comment on the Proposed Action and a mailing list will be prepared for the COF, if required.

**NEPA CE Costs**

- |  |             |
|--|-------------|
| • Task 1: Project Development and Coordination | \$ 6,435.00 |
| • Task 2: Background Research and Analysis     | \$12,880.00 |
| • Task 3: Document Preparation                 | \$16,672.00 |

**Total NEPA Costs:** **\$35,987.00**

**BIOLOGICAL RESOURCES**

Prior to initiating fieldwork, EnviroSystems will consult with COF Biologists to determine if special-status species or other species of concern may exist within or near the project area. In addition, the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) and the

Arizona Game and Fish Department (AGFD) online Environmental Review Tool (ERT) databases will be accessed.

There is designated Critical Habitat for the USFWS federally threatened Mexican Spotted Owl (MSO; *Strix occidentalis lucida*) that will be traversed by the water line ROW. In addition, an MSO Protected Area Center (PAC) boundary is approximately 600 feet northeast of the water line alignment where it parallels Lake Mary Road in the same vicinity. In coordination with COF Biologists, field surveys will include species of concern, migratory birds, other identified biological resources, an assessment of the habitat quality for MSO, and other special-status species. A Biological Evaluation (BE) presenting the results of field surveys will be prepared for submittal to COF.

The COF may likely determine that informal consultation with the USFWS under Section 7 of the ESA will be required for the Critical Habitat affects and potential effects to the MSO resulting in the preparation of a Biological Assessment for USFWS consultation. At this time, no species-specific federal survey protocols will be implemented as they vary significantly by species, time of year, number of required surveys, and methodology. EnviroSystems has qualified and USFWS-permitted biologists should protocol surveys be determined as required in the future.

**Biological Resources Cost**

- |                               |             |
|-------------------------------|-------------|
| • Task 1: Background research | \$ 3,640.00 |
| • Task 2: Fieldwork           | \$ 5,645.00 |
| • Task 3: Reporting           | \$16,200.00 |

**Total Biological Costs: \$25,485.00**

**CULTURAL RESOURCES INVENTORY**

As part of the Cultural Resources Inventory, EnviroSystems cultural resources staff will conduct background research and an archival review of the project area. The records search will consist of reviewing Arizona’s cultural resources database (AZSITE), examination of General Land Office (GLO) land patent and survey records and maps, reviewing historical topographic maps, City, and COF records, and the National Register of Historic Places (NRHP) online database.

The fieldwork will consist of a crew of two archaeologists walking parallel transects along and parallel to the approximate 5-mile-long project area. Archaeological sites will be recorded using COF site definition criteria and site forms. Any features and artifacts that do not meet the standard definition of a site will be recorded as isolated occurrences (IOs) of cultural material or in-use historic structures depending upon the nature of the resource. Historic properties will be thoroughly documented, mapped, and photographed, and will be assessed for condition, integrity, and eligibility for listing in the NRHP.

Following fieldwork, a report will be drafted that will include sections on the project area environment, cultural context, previous cultural resource investigations, previously identified historic properties, field survey methods, field survey results, site/in-use historic structure maps and historic property/IO location maps, and a management recommendations summary. The report will make recommendations for avoidance or additional work, if necessary.

EnviroSystems has the following assumptions:

- No more than 10 newly identified cultural resources/historic properties will require recording and documentation.

**Class III Cultural Resources Inventory Costs**

- |  |             |
|--|-------------|
| • Task 1: Background research and permitting | \$ 2,969.00 |
| • Task 2: Fieldwork                          | \$ 8,386.00 |
| • Task 3: Reporting                          | \$16,750.00 |

**Total Cultural Costs: \$28,105.00**

**TOTAL PROJECT COSTS: \$89,577.00**



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

### **3.2 Laboratory Testing**

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

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

### **3.3 Analyses and Report**

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

## **4.0 SCHEDULE**

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

## **5.0 ASSUMPTIONS**

The following assumptions were made in preparation of this proposal:

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

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

Certerra assumes that the Client will obtain permission to enter onto the site for our exploration equipment and personnel. Moving the equipment around the site and drilling the borings will leave some areas disturbed. While Certerra will try to limit site disturbance, our fee does not include re-landscaping or otherwise restoring the site to its original condition. Certerra's services

will include backfilling the borings with auger cuttings, unless otherwise directed or required. Please inform us if your requirements are any different.

## **6.0 FEES**

The cost of our services, for the scope set forth herein, will be a lump sum fee of **\$30,900.00**. Our fee includes discussion and interpretation of our findings with other members of the design team, but does not include meetings concerning construction or changes in design. The fee will not be exceeded unless additional services are agreed upon, or we incur delays or costs associated with access of our equipment to the boring locations. Unless you sign this contract before expiration, the lump sum fee noted above is valid for 90 calendar days, after which time a review by Certerra will be required.

## **7.0 MANNER OF PAYMENT**

Certerra will then invoice CLIENT monthly for services performed. Payment for each invoice is due prior to the delivery of the final report.



# Scope of Work Lake Mary Water Line Replacement



September 21, 2025

Ardurra Group, Inc.  
Attn: Rick Schuller, PE  
Email: [rschuller@ardurra.com](mailto:rschuller@ardurra.com)  
Phone: 928-774-4646 x14

T2 UES, Inc. dba  
T2 Utility Engineers  
19621 N. 23<sup>rd</sup> Drive  
Suite 150  
Phoenix, AZ 85027  
602-977-8000 (phone)  
[www.t2ue.com](http://www.t2ue.com)

RE: **Lake Mary Water Line Replacement  
Proposal for Subsurface Utility Engineering Services  
T2UE Proposal Number – 16104-25-0122**

Rick,

Thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and various utility owners will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that T2UE is the right choice to complete the project on time and on budget. For more information, please visit [www.T2UE.com](http://www.T2UE.com)

Our Scope of Services is further detailed in the project understanding section of this proposal. This proposal has been prepared in support of the Lake Mary Water Line Replacement project. We will provide you with a Unit Rate Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have.

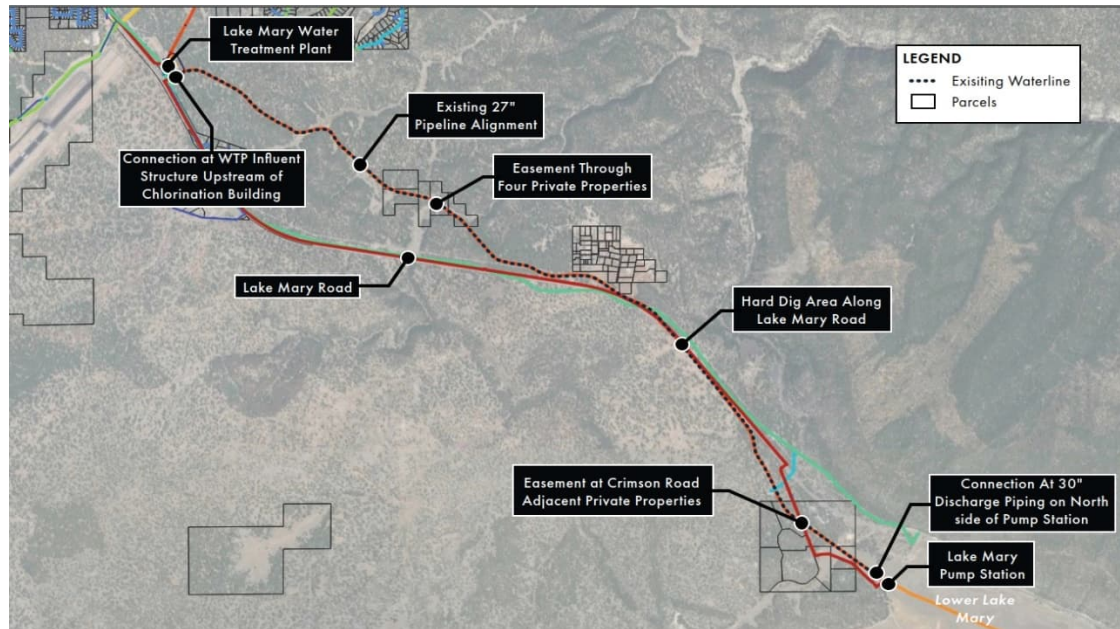
Thank you again for this opportunity. We are committed to giving you the quality and service that you expect from T2UE.

## SUBSURFACE UTILITY ENGINEERING

T2 UES, Inc. dba T2 Utility Engineers (herein referred to as T2UE) will complete an ASCE 38 Quality Level D, C, B, & A SUE utility investigation in accordance with the CI/ASCE Standard 38: Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities within the project area as defined below. The team will utilize the Standard for collecting and depicting the existing utilities. This process will include an iterative field investigation, which will ultimately produce detailed drawings that are signed and sealed by a Professional Engineer in accordance with the requirements of the Standard.

### LIMITS OF INVESTIGATION

The overall project limits were defined in an email from the Client dated 09/12/2025 and are shown in the image below. T2ue will provide utility designating services at the tie in points of the project and the Lake Mary Pump Station and the Lake Mary Water Treatment Plant. T2ue will also attempt to locate the existing water line along its entire length and will provide up to 20 utility test holes (potholes) at potential utility conflict points.



### PROJECT APPROACH

T2UE will complete a SUE investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities*. ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. This process will include an iterative field investigation which will ultimately produce detailed drawings that are signed and sealed by a Professional Engineer in accordance with the requirements of the Standard.

T2UE's general workflow is outlined below:

1. Perform records research (Quality Level D);
2. Perform survey of existing Utility Appurtenances (Quality Level C)
3. Perform geophysical investigation (Quality Level B designating);
4. Perform survey of utility markings placed by our designers;
5. Complete utility investigation with CAD depictions as outlined in the ASCE 38 standard;
6. QA/QC of our investigative findings based on existing records, maps and as-built information;
7. Provide depictions of the completed utility investigation findings – signed and sealed by a licensed engineer.

The ASCE 38 standard assigns "Quality Levels" to utility depictions which provide a professional opinion of the quality and reliability of the utility information. The four ASCE 38 quality levels are as follows:

- Quality Level D (QLD): Pertains to record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process includes the investigation of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD information is based on information obtained from available record drawings and includes utility type, ownership, size, and material composition of utilities when available.

- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC depiction of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC information includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Inclusive of the QLC and QLD effort of utility investigation QLB further incorporates the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called “designating.” The information obtained in this manner is surveyed to project control. Two-dimensional (2D) utility information is obtained. QLB deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona
- Quality Level A (QLA): Involves the use of QLB, QLC and QLD methods of investigation, plus the use of minimally intrusive excavation methods at critical points to expose the utility and determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. This is the highest level of utility certainty presently available. When surveyed and mapped, precise plan and profile information is available for making final design decisions at the specific test hole locations.

T2UE’s general approach is to perform a QLB investigation using all available geophysical means and methods to identify the location of the subsurface utilities within the project limits. Where QLB data is not able to be obtained, the utility will be shown at QLC or QLD depending on available information and surface features.

The scope of services identified below is provided for T2UE’s utility investigation. The following tasks outline in detail our approach to the services to be rendered.

### SCOPE OF WORK

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

- Utility Records Research
  - T2ue will conduct a full reconnaissance and utility records research to aid in the identification of Utility Owners that may have facilities on, or affected by, the SUE project.
  - Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
  - Compile a list of all utility companies contacted for information.
  - Attempt to identify all known and unknown utilities, except as noted below, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.
- Perform QLD, QLC, QLB Investigation
  - T2UE will conduct a QLC survey of existing visible above ground utility appurtenances.
  - Utilize geophysical utility locating techniques to determine the horizontal position of conductive utilities within the project area. The project team will provide QLB depictions of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging, which is the standard industry color for temporary markings. This field information is then surveyed and mapped into a digitized CAD file compatible with the project design files.
  - T2UE will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
  - T2UE will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities, but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.

- As an additional step, T2UE will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
- GPR NOTE: T2UE will conduct an investigation of the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of site specific soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
- QLB depiction will be attempted on all mainline utilities included within T2UE's geophysical investigation. However, sewer, storm drain and possibly non-metallic water will most likely be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB, but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record
- Invert information and, where possible, pipe size/material will be collected at storm and sewer manholes as well as storm drain catch basins and drop inlets, where accessible from the surface. The alignment pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH's/CB's and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
- T2UE will document top of nut elevations on water valves throughout the project limits.
- Underground storage tanks, sanitary sewer service laterals, traffic loop systems and landscape irrigation are excluded from this investigation.
- Note: T2ue will provide full ASCE-38 QLB utility designating services at the tie in points of the project and the Lake Mary Pump Station and the Lake Mary Water Treatment Plant. In between the tie in points, T2ue will only attempt to locate the existing water line along its entire length, all other utilities are excluded from the QLB investigation along this stretch.

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

T2UE will excavate and estimated (20) air-vacuum utility test holes (potholes) for this project, at identified conflict locations to be determined by Ardurra:

- The Client will determine critical points based on the project design and identify test hole locations along with accompanying test hole numbers.
- T2UE will obtain required permits, contact state one-call notification system, and submit one-call tickets a minimum of 48 hours prior to excavation.
- T2UE will use the compressed air & vacuum excavation method at critical points to measure and record the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. Test Holes in pavement and or concrete will be reinstated according to local jurisdiction specifications.
- The test hole information will be documented on the T2UE Test Hole Data Report tied to the project survey datum.

#### Test Hole Notes:

- Each test hole will be assigned a unique ID number and will be marked for survey.
- If rock or concrete is encountered during the excavation and T2UE is not able to excavate through our normal excavation procedures, the Client will be immediately notified of the field conditions. Excavation in rock or any other non-standard subgrade will be considered beyond the scope of this proposal and can be estimated for the Client on an hourly basis.
- Dry test holes over QLD or QLC utilities will be billed at the full test hole rate.
- Test Holes in which two utilities are found at a separation of more than 18" on center will be billed as two separate test holes. Test Holes which are requested at locations of the crossing of two utilities will be billed as two separate test holes.

- The test hole rate provided herein covers up to a depth of 6 feet, T2UE will invoice \$75.00 per foot after 6 feet. Furthermore, test holes wider than the standard 12" x 12" hole, will be billed with an extra \$330.00 per foot, for each additional foot added. For these miscellaneous charges, T2UE has included a contingency allowance of \$2,000 that will only be invoiced if these scenarios are encountered.

### SUE DELIVERABLES

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

### ASSUMPTIONS

- Ardurra will provide the following:
  - Project Survey Control
  - Existing topographic or right-of-way CAD files, if available
  - Access to all areas of the utility investigation for T2UE field staff
  - Any previously collected utility records, points of contact, as-built plans, and electronic files will be made available for T2UE's use during the utility investigation.
- Other assumptions:
  - This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the client and T2UE. Services not specifically listed are assumed to be excluded from T2UE's scope.

### FEE

Please refer to the following cost derivation for the fee estimate breakdowns. The cost derivation has been provided to illustrate the build up of T2UE's fees, but the project is considered lump sum. T2UE will not exceed the estimated lump sum budget, without prior authorization from the Client. Monthly percent complete invoices will be submitted for the actual work completed up to the estimated budget amount. We appreciate this opportunity to provide professional SUE services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,



James Mueller  
Project Manager  
Phone: 602-977-8076  
Email: [james.mueller@t2ue.com](mailto:james.mueller@t2ue.com)



**Lake Mary Water Line Replacement  
Subsurface Utility Engineering  
T2 Proposal 16104-25-0122**

| <b>PROJECT ESTIMATE</b>  |                                   |                   |                    |
|--|-----------------------------------|-------------------|--------------------|
| <b>Subsurface Utility Engineering - Field Services</b>   |                                   |                   |                    |
| *Utility Designating (Quality Level D, C, & B)   | 200 hours @                       | \$185.00 per hour | \$37,000.00        |
| *Quality Level "A" Test Hole Estimate  | 20 holes @                        | \$750.00 per hole | \$15,000.00        |
| *Utility Survey (1-man survey crew)  | 40 hours @                        | \$175.00 per hour | \$7,000.00         |
| *Test Hole Contingency   | Extra Deep/Wide Test Holes        |                   | \$2,000.00         |
| <b>Subtotal</b>  |                                   |                   | <b>\$61,000.00</b> |
| <b>Professional Services</b>   |                                   |                   |                    |
| *Registered Land Surveyor  | 6 hours @                         | \$185.00 per hour | \$1,110.00         |
| *Professional Engineer   | 8 hours @                         | \$205.00 per hour | \$1,640.00         |
| *Subsurface Utility Engineering (SUE) Supervisor   | 16 hours @                        | \$145.00 per hour | \$2,320.00         |
| *CAD Drafter   | 32 hours @                        | \$125.00 per hour | \$4,000.00         |
| *Administrative  | 8 hours @                         | \$115.00 per hour | \$920.00           |
| <b>Subtotal</b>  |                                   |                   | <b>\$9,990.00</b>  |
| <b>Miscellaneous, Permits &amp; Maintenance of Traffic</b>   |                                   |                   |                    |
| *Permits (City of Flagstaff, if needed)  | If Required, Billed at Cost + 10% |                   | \$550.00           |
| *Maintenance of Traffic Set-ups with Flaggers, Traffic Plan Preparation & Traffic Plan Permit Submittals | If Required, Billed at Cost + 10% |                   | \$1,000.00         |
| *Slurry Backfill   | If Required, Billed at Cost + 10% |                   | \$950.00           |
| *Surface Restoration or Surface Coring   | If Required, Billed at Cost + 10% |                   | \$550.00           |
| <b>Subtotal</b>  |                                   |                   | <b>\$3,050.00</b>  |
| <b>SUE - Transportation and Lodging</b>  |                                   |                   |                    |
| Mobilization   | Lump Sum                          |                   | \$1,000.00         |
| Lodging and Per Diem   | 35 days @                         | \$200.00 per day  | \$7,000.00         |
| <b>Subtotal</b>  |                                   |                   | <b>\$8,000.00</b>  |
| <b>TOTAL</b>   |                                   |                   | <b>\$82,040.00</b> |

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

Note 1: The Utility Designating hourly rate above includes a 1-man designating crew crew, and the corresponding trucks and equipment.

Note 2: If full panel replacement is required for holes excavated in sidewalk or concrete, additional cost will be incurred, to be covered under a separate scope and fee.

Note 3: If the not to exceed budget is too low due to reimbursable expenses, a change order will be required to cover the additional costs.

## EXHIBIT B

### STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

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

#### IN GENERAL

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

#### MATERIALS

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

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

## **PAYMENT**

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

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

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

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

## **SERVICES**

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

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

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

### **INSPECTION, RECORDS, ADMINISTRATION**

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

### **INDEMNIFICATION**

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

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

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

### **CONTRACT CHANGES**

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

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

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

#### **EMPLOYEES AND SUBCONTRACTORS**

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

#### **DEFAULT AND TERMINATION**

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

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

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

## **MISCELLANEOUS**

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

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

**EXHIBIT C**

**STANDARD INSURANCE REQUIREMENTS**

(Last Updated January 19, 2023)

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

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

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

|  |             |
|--|-------------|
| a. Commercial General Liability - Occurrence Form                      |             |
| General Aggregate  | \$2,000,000 |
| Products/Completed Operations  | \$1,000,000 |
| Each Occurrence  | \$1,000,000 |
| b. Umbrella Coverage   | \$2,000,000 |
| c. Automobile Liability  |             |
| Any Automobile or Owned, Hired, and Non-owned Vehicles                 | \$1,000,000 |
| Combined Single Limit Per Accident for Bodily Injury & Property Damage |             |
| d. Workers' Compensation and Employer's Liability                      |             |
| Workers' Compensation  | Statutory   |
| Employer's Liability: Each Accident                                    | \$1,000,000 |
| Disease - Each Employee  | \$1,000,000 |
| Disease - Policy Limit   | \$1,000,000 |
| e. Professional Liability  | \$2,000,000 |

f. Network Security and Privacy Liability

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

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

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

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