

DOWNTOWN FLAGSTAFF ENHANCED SERVICES CONTRACT

Contract No. 2026-83

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 Flagstaff Downtown Business Alliance, an Arizona nonprofit corporation (“Contractor”). The City and Contractor may be referred to individually in this Contract as a Party or jointly as the Parties.

RECITALS

WHEREAS, Historic Downtown Flagstaff is a leading economic driver in the community and a hub for activities and authentic experiences for residents and visitors;

WHEREAS, Contractor is the Flagstaff Downtown Business Alliance and has worked to preserve, promote and enhance the vitality of the Historic Downtown Flagstaff for twenty-four years;

WHEREAS, the City is interested in providing enhanced sanitation, maintenance, beautification, and event and marketing services in Historic Downtown Flagstaff to support the higher level of activities and visitation in the area;

WHEREAS, Contractor was selected by the City to provide such enhanced services and the Parties desire to memorialize the terms through this Contract.

AGREEMENT

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. Scope of Work: Contractor shall provide the materials and services generally described as:

**PROVIDE AND MANAGE ENHANCED SANITATION, MAINTENANCE, BEAUTIFICATION,
AND EVENT AND MARKETING SERVICES IN HISTORIC DOWNTOWN FLAGSTAFF**

As more specifically described in the Scope of Work, attached hereto as Exhibit A (the “Services”).

2. Term and Renewal:

2.1 Contract Term:

2.1.1 The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The City Council has the authority to amend the term of the Contract.

2.1.2 The Contract will be effective as of the date of Notice to Proceed.

2.1.3 The Parties recognize that there will be a 60-90 day period where Contractor will be organizing to perform the Services.

2.1.4 Within 90 days from the Notice to Proceed, Contractor will begin to perform the Services.

- 2.2 Renewal: The Contract may be renewed for up to two (2) one (1)- year additional terms by mutual written consent of the parties. The City Manager or his/her designee shall have authority to approve renewal on behalf of the City.
- 2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.
3. Termination & Cancellation Clauses.
- 3.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds, without penalty or liability to Contractor.
- 3.2 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.
- 3.2.1 Material Breach: A material breach is the failure to perform in a manner that substantially defeats the purpose of the contract.
- 3.2.2 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.
- 3.2.3 Contractor Remedies: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 3.3 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than sixty (60) days prior to the date of termination.
- 3.4 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.

- 3.5 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 (3) years after its execution, without penalty or further liability to Contractor.
 - 3.6 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.
4. Compensation:
 - 4.1 Compensation: Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed \$666,959.05, annually, including fees and taxes, at the prices established in the Scope of Work attached hereto as Exhibit A.
 - 4.2 Price Adjustments: Price adjustments may be negotiated annually, based on the date of execution of the Contract, at the discretion of the City. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. In addition to the supporting documentation, factors considered by the City will include whether the City has the funding capacity to increase the compensation.
 - 4.3 Formal Amendment Required: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.
5. Invoicing and Payment after Delivery:
 - 5.1 Payment: Payment is due within thirty (30) days of the date of the Contractor's delivery of the services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.
 - 5.2 Invoice: Contractor should invoice the City for 1/12th of the annual Compensation by an itemized list of detailed services provided in the Scope of Work attached hereto as Exhibit A. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.
 - 5.3 Taxes: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of 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.

6. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

6.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

6.2 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.

6.3 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.

6.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

7. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties.

8. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

9. Insurance:

9.1 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 and/or subcontractors from liabilities that might arise out of the Contract, and Contractor and/or any subcontractors are free to purchase such additional insurance as Contractor and/or any subcontractors may determine is necessary.

9.2 Coverage: Where applicable, as related to the Scope of Work, Contractor shall provide coverage, or cause any subcontractors to provide coverage, at least as broad and with limits not less than those stated below.

9.2.1 Commercial General Liability - Occurrence Form

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

9.2.2 Umbrella Coverage \$2,000,000

9.2.3 Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	\$1,000,000
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9.2.4 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

9.2.5 Contractors Pollution Liability

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

9.3 Other Insurance Requirements: The insurance policies shall contain, or be endorsed to contain, the following provisions:

9.3.1 Additional Insured: In Commercial General Liability, Automobile Liability Coverages, and Contractors Pollution Liability, 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, its agents, representatives, employees, or subcontractors including products and completed operations of Contractor, its agents, representatives, employees, or subcontractors and automobiles owned, leased, hired, or borrowed by Contractor, its agents, representatives, employees or subcontractors.

9.3.2 Broad Form: Contractor's and/or any subcontractors' insurance policy shall contain broad form contractual liability coverage.

9.3.3 Primary Insurance: Contractor's and/or any subcontractors' 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.

9.3.4 Each Insured: Contractor's and/or subcontractors' 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.

9.3.5 Not Limited: Coverage provided by Contractor and/or any subcontractors shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

10. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, representatives, subcontractors, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, representatives, subcontractors, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

11. Assignment/Subcontracting:

11.1 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.

11.2 Contractor shall furnish, for the City's approval, the names of all subcontractors to be used for the Contract. All subsequent changes in subcontractors shall be subject to the approval of the City. The City reserves the right to withhold consent and terminate the Contract if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract.

11.3 Contractor is responsible for Contract performance whether or not subcontractors are used.

12. 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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

13. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it 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/or federal immigration laws and regulations shall constitute a material breach of the Contract.

14. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

15. 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.

16. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:

Shannon Anderson
Assistant City Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: SAnderson@flagstaffaz.gov
Phone: (928) 213-2084

To Contractor:

Hunter Hebert
Executive Director
Flagstaff Downtown Business Alliance
6 E. Aspen Avenue, Suite 200
Flagstaff, AZ 86001
Email: hunter@downtownflagstaff.org
Phone: (928) 421-1096

With a copy to:

Patrick Brown
Purchasing Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: pbrown@flagstaffaz.gov

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

IN WITNESS WHEREOF, the Parties hereto have entered into this Contract as of the date hereinbefore indicated.

CONTRACTOR:

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBITS

A - SCOPE OF WORK

B - WORK AREA MAP

C – PRESSURE WASHING MAP

D – KIOSK EXTERIOR CLEANING STANDARDS

E – RESTROOM STANDARDS AND SUPPLIES

F – PAINTING OF RED AND YELLOW CURBS

G – SNOW AND ICE REMOVAL ALLEY MAP

H – DOWNTOWN GREEN PROGRAM

I – CITY CONTACTS

EXHIBIT A - SCOPE OF WORK

A. Overview: This Downtown Flagstaff Enhanced Services Scope of Work (SOW) outlines the range of enhanced services to be provided within Downtown Flagstaff, including sanitation, maintenance, beautification, and event and marketing. The City of Flagstaff (City) has the authority to provide the enhanced services in the Downtown area, but due to a lack of capacity, it is seeking to work with a CONTRACTOR to provide said services with identified City funding. CONTRACTOR will be responsible for providing the services or subcontracting with another entity to provide the services under its management.

B. Work Area: The Work Area consists of City property located in the areas identified in the Downtown Flagstaff Map Work Area (attached as Exhibit B), including public rights-of-way (ROW) and Heritage Square.

C. Funding Limitations: Unless specifically noted in any section below, City funding provided for enhanced services shall not be used to clean, maintain, or improve private property.

1. SANITATION SERVICES

CONTRACTOR will be responsible for enhancing sanitation services throughout the Work Area, which will include the following:

1.1. Graffiti Removal:

1.1.1. CONTRACTOR will provide ongoing graffiti removal services in the Work Area, including the removal of graffiti on City property and in City ROW. If there is graffiti on the private property that is within visual proximity of the City ROW and the CONTRACTOR has written approval from the property owner, the CONTRACTOR will provide graffiti removal services for that location.

1.1.2. Removal must commence within twenty-four (24) hours of CONTRACTOR being notified of the graffiti.

1.1.3. When notification is provided by the City, CONTRACTOR will report to the City's Code Enforcement Section when the graffiti is removed.

1.2. Excrement Removal: CONTRACTOR will ensure that any pet and human excrement is promptly removed from the Work Area. All excrement must be removed upon notification unless during off hours then must be removed at the start of the next shift.

1.3. Pressure Washing/Surface Cleaning:

1.3.1. The public sidewalks and alleys in the Work Area shall be high-pressure washed on a quarterly basis.

1.3.2. The areas identified in the Downtown Flagstaff Map Pressure Washing Surface Area (attached as Exhibit C) must be high-pressure washed bi-weekly, at a minimum.

1.3.3. Funding for pressure washing and surface cleaning shall not be used to provide cleaning services on private property (e.g., funding cannot be used to pressure

wash private buildings or patios), unless specifically identified in the Downtown Flagstaff Map Pressure Washing Surface Area (attached as Exhibit C).

1.4. Parking Kiosk Exterior Cleaning: All exterior surfaces of the Parking Kiosks located in the Work Area shall be cleaned quarterly according to cleaning procedures as outlined in the Parking Kiosk Exterior Cleaning Standards (attached as Exhibit D).

1.5. Weed Removal:

1.5.1. Weeds shall be removed from all City property and ROW in the Work Area, including flower beds, sidewalks, brick areas, tree wells, etc.

1.5.2. No herbicides or pesticides shall be used in flower beds, landscaped brick areas, or tree wells – all weeds shall be hand pulled from these areas.

1.5.3. Any person using herbicides or pesticides in performance of the work in other areas must have a current license(s) as required by the Arizona Department of Agriculture.

1.6. Restroom Cleaning and Servicing:

1.6.1. The two (2) public restrooms located in Heritage Square will be managed solely by CONTRACTOR and maintained daily as needed to ensure cleanliness and full operational use. Daily maintenance standards and supply requirements are identified in the Restroom Standards and Supplies (attached as Exhibit E).

1.6.2. It is the City's expectation that the restrooms will be clean and operational from 7:00 a.m. to 8:00 p.m. Sunday through Wednesday and Thursday through Sunday will close at 10:00 p.m. daily.

1.6.3. CONTRACTOR will have the capacity to respond to any issues identified in the restrooms within an hour.

1.6.4. CONTRACTOR will be responsible for the operational hours, opening and closing, and securing of the restrooms.

1.6.5. Signage will be posted in the restrooms to identify the responsible party to contact should the restrooms require attention.

1.7. City Waste Containers – Cleaning and Servicing:

1.7.1. The City will continue the existing service level.

1.7.2. If enhanced services are still needed, CONTRACTOR will work with the City's Public Works Division to obtain those additional services, which will be charged to CONTRACTOR or the individual business owner(s) requesting said services, pursuant to the City's standard rates.

1.8. Painting of Red and Yellow Curbs:

1.8.1. All red and yellow street curbs in the Work Area, except for curbs within the Arizona Department of Transportation (ADOT) right of way, will be painted at least annually.

- 1.8.2. A City of Flagstaff Right of Way Permit and insurance coverage will be necessary to conduct this service which will require that the CONTRACTOR acquire the requisite insurance as defined in the Contract and pay an annual ROW permit fee.
- 1.8.3. CONTRACTOR will be required to coordinate with the City's Engineering & Capital Improvements Division (Transportation Section) to establish when and where the work will be completed as described in the document entitled "Painting of Red and Yellow Curbs" (attached as Exhibit F).
- 1.8.4. The City will conduct an inspection of this curb painting maintenance to ensure compliance with the ROW permit.
- 1.8.5. The City will supply the CONTRACTOR with the necessary paint to perform the service within thirty (30) days of the Effective Date of this Agreement.

2. SNOW AND CINDER REMOVAL SERVICES

CONTRACTOR will be responsible for snow and cinder removal in the Work Area as outlined below.

2.1. Snow and Ice Removal:

- 2.1.1. Private property owners and lessees shall remain responsible for snow removal from adjacent public sidewalks per Flagstaff City Code Section [8-03-001-0004](#), REMOVAL OF SNOW AND/OR ICE, as may be amended (this Agreement does not modify Flagstaff City Code).
- 2.1.2. The City shall remain responsible for plowing City streets in the Work Area.
- 2.1.3. Within twenty-four (24) hours of a snow event, CONTRACTOR will be responsible for removing snow accumulation in the Work Area from ADA walkways, benches, street corners where pedestrians are expected to cross, curbs when accumulation blocks pedestrian pathways and the use of parking spaces, walkways (if no adjacent property owner), Parking Kiosks, and alleys identified on the map entitled "Concierge Alleyways Downtown" (attached as Exhibit G).
- 2.1.4. CONTRACTOR will also be responsible for addressing areas where ice accumulates in alleys and other pedestrian walkways due to snow melt and freeze.

2.2. Cinder Removal:

- 2.2.1. Private property owners and lessees shall remain responsible for cinder removal from adjacent public sidewalks per Flagstaff City Code Section [8-03-001-0004](#), REMOVAL OF SNOW AND/OR ICE, as may be amended (this Agreement does not modify Flagstaff City Code).
- 2.2.2. The City shall remain responsible for clearing cinders from City streets in the Work Area after a snow event pursuant to the schedule set by the City's Public Works Division.

2.2.3. CONTRACTOR will be responsible for removing cinders in the Work Area from ADA walkways, street corners where pedestrians are expected to cross, walkways (if no adjacent property owner), and alleys identified on the map entitled “Concierge Alleyways Downtown” (attached as Exhibit G).

2.2.4. Cinder removal will be coordinated with and occur per the schedule approved by the City’s Public Works Division and will occur in the same general time frame as when the City’s Public Works Division removes cinders from streets in the Work Area.

3. GENERAL EVENT SERVICES

CONTRACTOR will be responsible for “after special event cleanup” managed in a reasonable and timely manner throughout the Work Area (specific areas to be identified).

3.1. Post Event Cleanup:

3.1.1. Trash/litter will be removed from the Work Area within twenty-four (24) hours of a CONTRACTOR-sponsored event. Special consideration may be given to larger non-permitted events like the Pinecone Drop.

3.1.2. Otherwise, the Special Event Permit Holder is responsible for the cleanup of the event space. If a non-CONTRACTOR sponsored event does not clean to the City’s Special Event Permit Requirements, CONTRACTOR will notify the City’s Parks, Recreation, Open Space, and Events Division of the deficiencies, including documentation.

4. DEDICATED PROGRAMS AND CLEAN TEAM

CONTRACTOR will be responsible for the Clean Team Ambassador Program, painting the Downtown Green Program, and Enhanced Downtown Programming.

4.1. **Clean Team:** CONTRACTOR will be responsible for daily cleaning of the Work Area, which will include trash/litter pickup (e.g., cigarette butts), waste removal, and the emptying of overflowing curbside (pedestrian) style trash and recycling receptacles.

4.2. Downtown Green Program Touch-Ups:

4.2.1. CONTRACTOR will be responsible for the Paint Downtown Green Program, which will include performing maintenance touch-up painting as needed throughout the term of this Agreement as defined by the scope of work for the Downtown Green Program (attached as Exhibit H).

4.2.2. City will provide CONTRACTOR with the necessary paint to perform the service within thirty (30) days after Effective Date of this Agreement for touch up maintenance needs.

4.3. Downtown Green Program Enhanced Painting:

4.3.1. CONTRACTOR will be responsible for the Paint Downtown Green Program as described in the scope of work for the Downtown Green Program (attached as Exhibit H), which will include repainting all Downtown Green infrastructure in the Work Area in Fall 2028 or a date agreed upon by both Parties.

4.3.2. The CONTRACTOR will be responsible for managing the project and the City will provide separate funding at the time the project commences.

4.4. Enhanced Event and Marketing Programming:

4.4.1. CONTRACTOR will be responsible for increased event and marketing programming related to the Work Area to draw ongoing downtown activation year-round, especially during shoulder season.

4.4.2. CONTRACTOR shall provide quarterly reports to staff to include:

4.4.2.1. Upcoming and past enhanced event programming.

4.4.2.2. Upcoming and past enhanced marketing programming.

4.4.2.3. Estimated attendance and/or participation at events.

4.4.3. CONTRACTOR shall obtain and pay for all necessary special event permits for the scheduled events.

4.5. Heritage Square and Special Event Permitting: Nothing in this section shall be interpreted to mean CONTRACTOR has any control of special event programming in the Work Area. The City will continue to maintain control over programming in Heritage Square and special event permitting in the Work Area.

5. FINANCIAL CONSIDERATIONS

5.1. CONTRACTOR will bill the City on a monthly basis at 1/12th the annual proposed cost.

5.2. The CONTRACTOR will include, with the invoice, a summary of the unused hours for the previous month. These hours will be considered Banked Hours.

5.2.1. Banked Hours are available for use in the annual period of the contract and the CONTRACTOR will report monthly what Banked Hours are used for the previous month.

5.2.1.1. If the CONTRACTOR anticipates going over hours by 10% or more in any service area, the CONTRACTOR will notify the City in writing prior to the next invoice.

5.2.1.2. Banked Hours are available for use in the annual period of the Contract and the CONTRACTOR will report monthly what Banked Hours are used for the previous month.

5.2.1.3. At the end of each annual period, any unused Banked Hours the CONTRACTOR will provide either a credited back to the City off the next invoice or a payment will be remitted to the City.

5.2.1.4. The initial rate for the Banked Hours will be \$25.26 per hour.

5.3. The monthly invoice will be broken down by the detailed services provided in the Scope of Work.

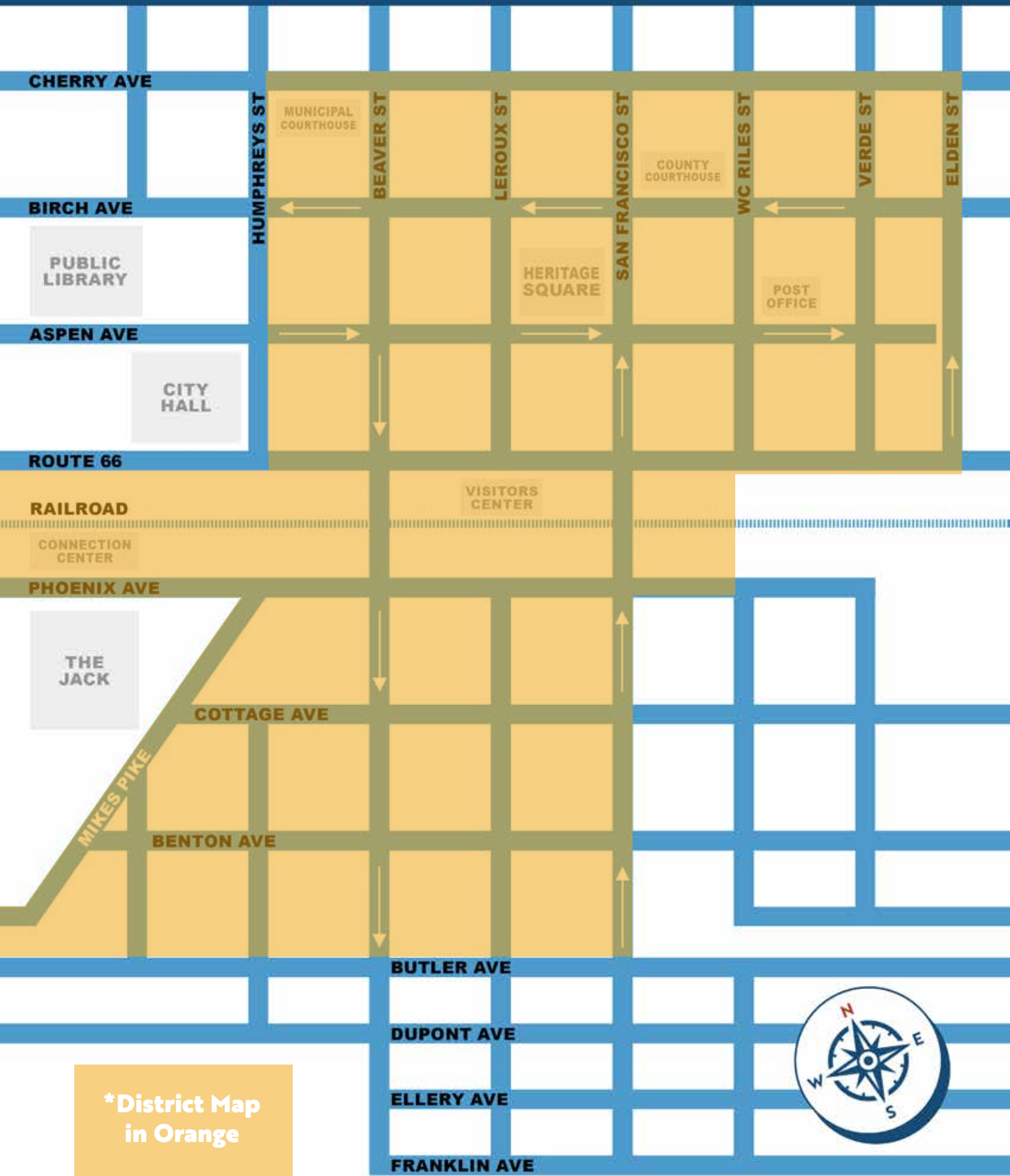
6. REPORTING

CONTRACTOR will present to City Council twice per year to share feedback on their performance of the scope of work outlined in this contract and outcomes of the enhanced event and marketing programming on the Downtown.

7. CITY CONTACTS

To assist CONTRACTOR in performing the SOW, the City has prepared a list of contact information for City staff who may be able to provide relevant information (attached as Exhibit I). This list is not all-inclusive and CONTRACTOR remains responsible for making reasonable efforts to communicate with the City if unable to reach the City staff identified on this list.

DOWNTOWN FLAGSTAFF



CHERRY AVE

BIRCH AVE

ASPEN AVE

ROUTE 66

RAILROAD

PHOENIX AVE

COTTAGE AVE

BENTON AVE

BUTLER AVE

DUPONT AVE

ELLERY AVE

FRANKLIN AVE

HUMPHREYS ST

BEAVER ST

LEROUX ST

SAN FRANCISCO ST

WC RILES ST

VERDE ST

ELDEN ST

MUNICIPAL COURTHOUSE

COUNTY COURTHOUSE

HERITAGE SQUARE

POST OFFICE

CITY HALL

VISITORS CENTER

CONNECTION CENTER

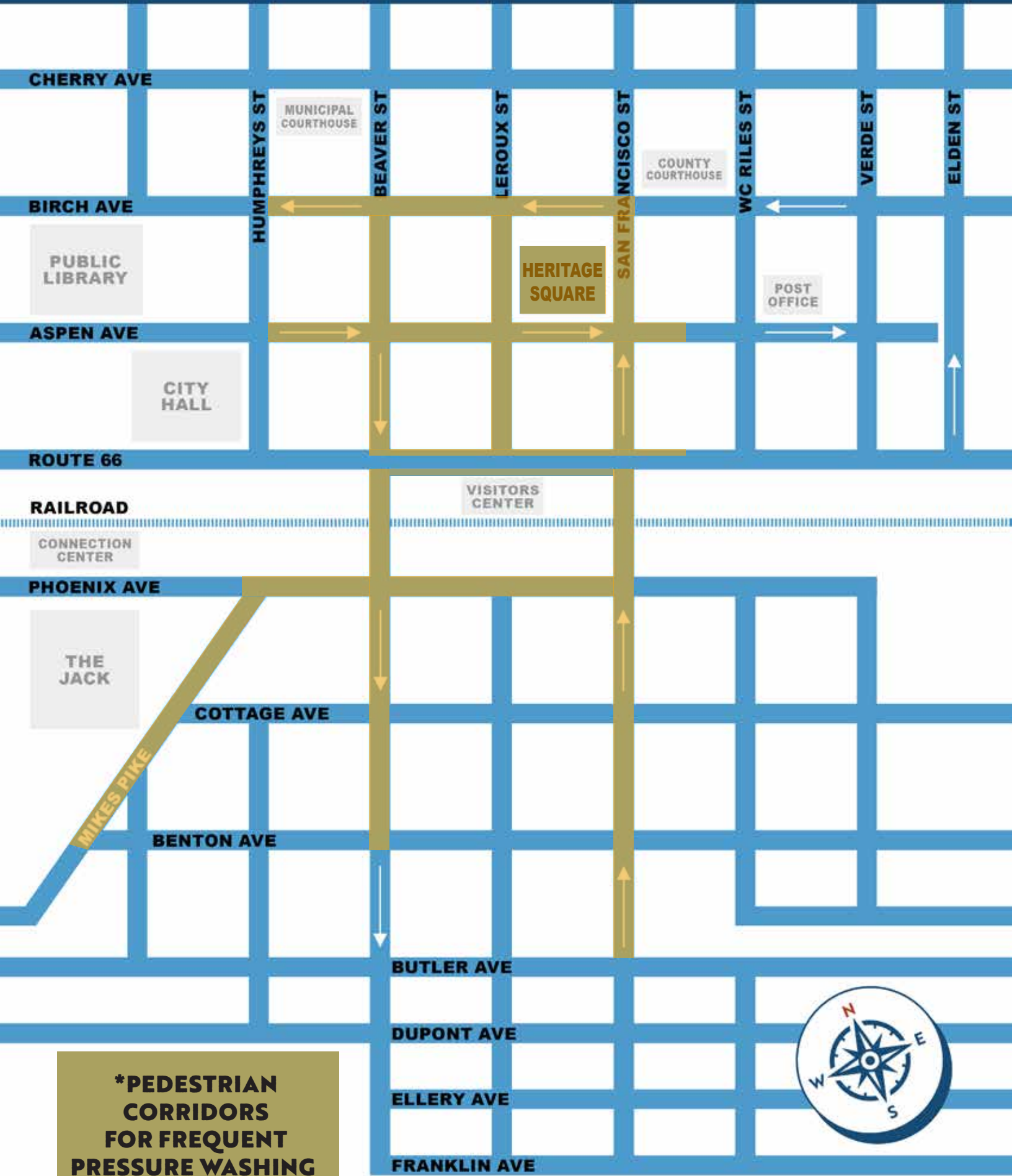
THE JACK

MIKES PIKE

*District Map in Orange



DOWNTOWN FLAGSTAFF



***PEDESTRIAN
CORRIDORS
FOR FREQUENT
PRESSURE WASHING**



EXHIBIT D - KIOSK EXTERIOR CLEANING STANDARDS

Only ParkFlag staff will be cleaning the interiors of the kiosks. All surfaces of the exteriors of the kiosks should be cleaned in accordance with the standards below.

Kiosks will be cleaned regularly twice a year and have additional cleanings as warranted to ensure a good customer experience and Downtown aesthetic.

Exterior Cleaning Standards

- A. Use soapy water to clean the external surfaces.
- B. Rinse and dry after cleaning.
- C. If soapy water is not effective, carefully use solvent adapted to the material to clean. Test the solvent beforehand on a small and discrete area.

Instructions for Specific Elements

- A. Do not use solvents with chlorine or bleach for elements made of stainless steel or aluminum.
- B. Exclusively use acetone to clean the solar panel.
- C. Exclusively use white gas or methylated spirits to clean the extended keyboard sticker.
- D. Exclusively use isopropyl alcohol to clean elements made of transparent polycarbonate (glasses, bowl flap, etc.)

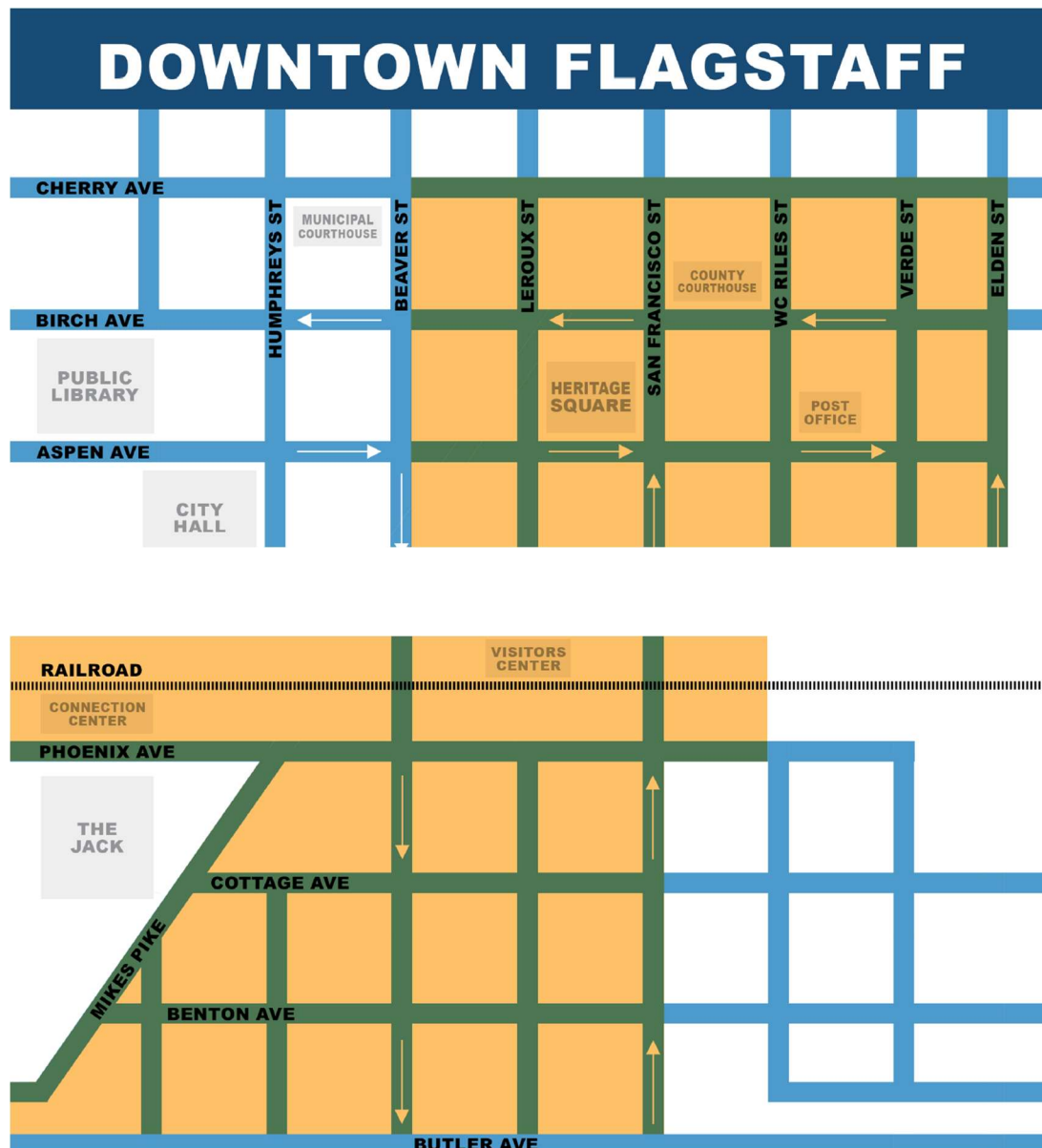
EXHIBIT E – RESTROOM STANDARDS AND SUPPLIES

Item/Feature	Basic Service	Frequency
Floors	Wet Mop Floors	Daily
	Dry Mop Floors	Daily
Doors	Kick plates	Weekly
	Partitions	Weekly
	Door faces	Weekly
	Door handle	Weekly
Bathroom Fixtures	Clean floor drain cover	Daily
	Clean and sanitize stalls, commodes, urinals	Daily
	Clean mirrors and shelves	Daily
	Wash urinals, walls surrounding urinal and toilet partitions	Daily
	Clean sinks and chrome, fill soap dispensers	Daily
	Clean and fill napkin disposal and change liner	Daily
	Wet mop and disinfect	Daily
	Spary wax and disinfect	Daily
	Fill toilet paper dispenser	Daily
	Clean walls	Daily
	Empty trash containers	Daily
	Fill and damp clean seat cover dispenser	Daily
	Damp clean exterior of trash container	Daily
	Treat floor drains - 1 gallon of water and disinfect	2x Per Week

EXHIBIT F – PAINTING OF RED AND YELLOW CURBS

CONTRACTOR will complete a Right of Way Permit annually in the Work Area except for curbs within the Arizona Department of Transportation (ADOT) right of way to indicate where red and yellow curbs will be painted.

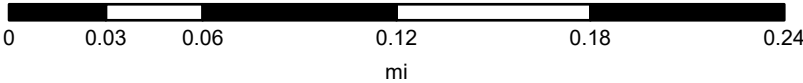
The Right of Way Permit can be accessed on the City’s website at <https://www.flagstaff.az.gov/DocumentCenter/View/71831/Row-Permit-Application-and-Flowchart-2025>. For questions or assistance in submitting the Right of Way Permit contact engineeringpermits@flagstaffaz.gov.





Concierge Alleyways Downtown

EXHIBIT G - SNOW AND ICE REMOVAL



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



EXHIBIT H – DOWNTOWN GREEN PROGRAM

Contractor shall complete the touch up and enhanced painting of downtown green assets within the boundaries of Route 66 and Cherry Ave, spanning from Humphrey to Verde Streets.

The Items to be painted are listed below.

Items	Qty
Bollards (currently painted green)	85
Bike racks (currently painted green)	16
Tall streetlight poles & pedestrian poles	233
Utility boxes mounted on poles	16
Signposts	354
Old-Style Trash Cans (currently painted green, does not include trash/recycle combo units)	29

Materials & Services:

- Cleaning, painting, and finishing of all assets within the designated area.
- Coordination with City Representatives for any work involving lift equipment and traffic control to ensure safety.
- Acquisition of all permits for road closures.
- Provision of lift equipment and protection of all public and private property throughout the project.
- Daily cleanup with only wet paint signs and barricades left overnight as needed.
- Identification of areas needing repair or welding and reporting to the Beautification, Arts, and Sciences Coordinator for further action.
- Reporting of abandoned bikes at bike racks, as required.
- Washing of assets with Prep88 and low-pressure sprayer, brush, or roller, followed by sanding of painted surfaces to promote proper adhesion of topcoats and finish coat.
- Paint specification: Prep 88 Wash Primer (or comparable), American One Epoxy Tie Coat Primer (where necessary), and two coats of PSX Finish Coat (Acrylic Polysiloxane) in Municipal Green color.
- City will provide necessary paint for the Downtown Green Program Touch-Ups.

Schedule:

- The Downtown Green Program Enhanced Painting project must be completed within an 8-10 week period.
- Contractor shall prepare a timeline and work plan, which will be used to track progress using a GIS APP provided by the City.
- Contractor shall submit a weekly progress report to the attention of

Beautification, Arts, and Sciences Program during the Downtown Green Program Enhanced Painting project.

Pricing:

- Contractor shall complete Downtown Green Program touch ups within the Downtown Enhanced Services Contract terms and compensation.
- Contractor shall be paid with separate funding for the Downtown Green Program Enhanced Painting. If City determines work cannot be completed (e.g. if Item needs to be repaired or other reason) or it is not needed, such Item will be deducted from the scope of work and payment.

EXHIBIT I – CITY CONTACTS

Parks, Recreation, Open Space, and Events

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