

CONSULTANT SERVICES CONTRACT

Contract No. 2026-203

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”), and JE Fuller Hydrology & Geomorphology, Inc., an Arizona corporation (“Consultant”) shall be effective as of the date of the last signature below. The City and Consultant may be referred to as “Party” or jointly as “Parties.”

WHEREAS, the City desires to receive professional engineering services;

WHEREAS, Consultant is able to provide the necessary services; and

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

Scope of Work

1.1 General Description

Consultant shall provide the services generally described as On-Call ALERT Maintenance, Software Fees, and Other Requests for 2026.

1.2 Services Purchased

The specific requirements of the services are specified in the Scope of Work attached hereto as Exhibit A in the letter identified as “2026-2027” (the “Services”).

2. Term and Renewal

2.1 Contract Term

The term is for a period of one (1) year unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

2.2 Renewal

The Contract may be renewed for up to one (1), six (6) month additional term by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) 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. Consultant will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation

3.1 Amount

Consultant shall be paid for satisfactory performance of the Contract in an amount not to exceed **one hundred thirty-seven thousand dollars and zero cents (\$137,000.00)**, including fees and taxes, based on an hourly rate or other measurement made in accordance with the Scope of Work, attached hereto as Exhibit A.

3.2 Price Adjustment

Any price adjustment must be approved by mutual written consent of the parties through a formal amendment.

3.3 City Council Approval May be Necessary

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.

3.4 Payment

3.4.1 Invoicing: Invoices shall include the Contract number, a reasonably detailed description of the services rendered under the Contract, and dates when the work has been performed. Invoices shall be monthly sent within thirty (30) days following completion of the Services. Payment will only be made for satisfactory Services received and accepted by City.

3.4.2 Taxes: Consultant 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, as required.

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

4. Termination & Cancellation Clauses

4.1 Non-Appropriation

The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Consultant.

4.2 For Convenience

Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than fifteen (15) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination

4.3 Conflict of Interest

The Contract is subject to the terms of A.R.S. § 38-511.

4.4 Payment Upon Termination

Upon termination of the Contract, the City shall pay Consultant for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Consultant's final invoice.

5. Insurance

5.1 Liability

Consultant shall carry \$1,000,000 of Commercial General Liability insurance, \$500,000 Automotive Liability insurance, and the State of Arizona statutorily required amount of insurance for Workers' Compensation and Employer's Liability.

5.2 Professional Liability

Where the Consultant is required by state statute to maintain certain licensure to provide the Services required in the Contract, Consultant shall maintain \$2,000,000 of Professional Liability insurance.

5.3 Certificate of Insurance

Upon request of the City, Consultant shall provide a Certificate of Insurance to the City documenting the requisite coverage.

6. General Indemnification

Consultant shall be fully liable for the actions of its agents, employees, partners, 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 Consultant, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

7. Employees and Subcontractors

7.1 Assignment/Subcontracting

Consultant was selected for its special knowledge, skills, and expertise and shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval which may be withheld.

7.2 Independent Contractor

Consultant 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, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

7.3 Nondiscrimination

Consultant 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.

7.4 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. Consultant's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

7.5 Immigration Laws

Pursuant to A.R.S. § 41-4401, Consultant 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.

7.6 Forced Labor of Ethnic Uyghurs

Consultant 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.

8. Delivery of Report/Data

8.1 City Ownership of Document and Data

Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, surveys, survey results, graphics, tables, charts, plans, computations and other data shall be the property of City ("City's work product"). Consultant 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 Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.

8.2 Re-Use

The City may use the City's work product without further compensation to Consultant; provided, however, that the City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at the City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Consultant or any third parties without the City's prior written consent.

8.3 Delivery of Document and Data

Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

9. In General

9.1 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 of the Parties.

9.2 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 services.

9.3 Compliance with Laws

Consultant shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances.

9.4 Licenses and Permits

Consultant, at its own expense, shall acquire the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

9.5 Public Records

Pursuant to A.R.S. § 39-121 et seq., the Contract and any related materials are a matter of public record and subject to disclosure. If Consultant has clearly marked its proprietary information as "confidential", the City will endeavor to notify Consultant prior to release of such information.

9.6 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.

9.7 Governing Law and Forum

The Contract shall be construed in accordance with the laws of the State of Arizona and in the event of litigation relating to the Contract, any action in law or in equity shall be filed in Coconino County, Arizona.

10. Notice

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

<p><u>To the City:</u> Ed Schenk Water Services - Stormwater City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email: edward.schenk@flagstaffaz.gov Phone: (928) 213-2470</p>	<p><u>To Consultant:</u> Cory Helton, PE, MS, CFO JE Fuller Hydrology & Geomorphology Inc. 3111 N. Caden Ct., #180 Flagstaff, AZ 86004 Email: cory@jefuller.com</p>	<p><u>With a copy to:</u> Emily Markel City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email: emarkel@flagstaffaz.gov</p>
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11. 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 City and Consultant, by their duly authorized representatives, have executed this Contract as of the date of the last signature below.

CONSULTANT

CITY OF FLAGSTAFF

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE

DATE

ATTEST:

SIGNATURE

City Clerk

TITLE

Stacy Saltzburg

FULL NAME

DATE SIGNED

APPROVED AS TO FROM:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED



EXHIBIT A - SCOPE OF WORK

www.jefuller.com | www.jefullerdata.com

2026 - 2027

John Morris, PE, CFM
 Senior Project Manager Stormwater Project Manager
 City of Flagstaff Stormwater Management
 211 W. Aspen Avenue
 Flagstaff, AZ 86001

RE: Request for On-Call ALERT Maintenance, Software Fees, and Other Requests for 2026

Dear John:

Thank you for requesting professional engineering services from JE Fuller/ Hydrology & Geomorphology, Inc. (JE Fuller). This letter outlines our proposed scope of services, schedule, and fee estimate for the referenced project.

Scope of Work

Task 1: Software Annual Fees

JEFDAQ annual fee includes a year of access to updates and patches and up to 4 hours of support.
 JEFMAP annual fee includes a year of access to updates and patches and up to 2 hours of support.

Task 2: General Maintenance

This project includes one yearly maintenance round to the following 30 ALERT/Cell stations. This yearly preventative maintenance shall be performed at the listed stations to help ensure proper operation of the ALERT system.

Station Precipitation ID #	Station Name
	Mt. Elden Repeater
	ALERT Base Station
3300	Penstock Wash
3303	Spruce Wash @ Route 66
3306	Switzer Wash
3309	Observatory Mesa
3310	Peak View Street
3311	Spruce Ave Wash nr Linda Vista
3316	Schultz Creek nr Hwy 180 (Please note: the City uninstalled this site and reinstallation isn't included here)
3319	Schultz Creek Upper Dry Lakes
3321	Rio de Flag @ Sinclair Wash
3325	Spruce Ave Wash at Sinclair Wash
3330	Francis Short Pond
3331	Fanning Wash near Linda Vista
3336	South Fork Clay Ave Wash nr Kaibab
3340	Flagstaff Mall
3341	Sinclair Wash @ University Heights
3346	West Ave. Wash
3349	Rio de Flag at Butler
3351	Bow and Arrow Wash at Lone Tree
3355	Ponderosa Wash at Detention Basin
3360	Clay Avenue Wash

3370	Foxglenn Park
3390	Airport Detention Basin
3400	Mt. Dell Detention Basin
3453	Waterline Road #2.5 (Copeland)
3463	Waterline Road #3.5 (Siesta)
3406	Rio de Flag at Snowbowl Road
3398	Freidlein Prairie
Cell	Schultz Creek Basins
Cell	Spruce Ave. Wash nr Linda Vista

Scheduled maintenance can take place within 60 days following the NTP and shall include the following tasks:

- Remove and replace freshly conditioned battery,
- Calibrate and clean tipping bucket,
- Test/check solar panel charging system,
- Clean out funnel,
- Test radio/cable/antenna, output/reflection,
- Test/calibrate stream stage sensor (if applicable),
- Inspect all housing components for damage,
- Inspect grounding system,
- Paint touch up,
- Make minor repairs and/or adjustments such as re-sealing weather-tight connections, tightening loose fitting/fasteners, adjusting top section lock, etc. and
- Test overall data throughput and precision.

In addition to general maintenance this scope includes up to 30 hours of support if a station goes offline before the next round of maintenance.

Task 3: ALERT 2 Transition

The City of Flagstaff would like to make the transition to ALERT 2. The first step will be to purchase a Demodulator. If Flagstaff decides to proceed with this addition under this scope of work, JE Fuller would purchase the demodulator (equivalent or exceeding the BWD A2X RPT BP model) and install it at the City’s Base Station. This addition would allow the City to receive ALERT and ALERT2 data. JE Fuller would transition stations that can report both to the JE Fuller’s office and the City’s Base station directly to ALERT 2. Future transition work not included in this scope would include upgrades at stations with High Sierra Electronic transmitters and smaller solar panels. Also not included would be ALERT 2 upgrades at the Mt. Elden Repeater.

Task 4: Spare Equipment

The City of Flagstaff currently doesn’t have spare radar for stream flow monitors and there are 4 sites with this equipment. Also, the City doesn’t have a spare Campbell Scientific transmitter. If the City so chooses this scope can include funds for purchasing spare equipment. JE Fuller can supply many spares and charge for them on separate proposals also as helpful.

Task 5: Incorporating cell data into JEFMAP

The City would like to incorporate the cell data from the HyFi, Schultz Creek, and Spruce into JEFMAP. This will require some additional programming. This scope can provide additional programming if desired.

Task 6: iBall-Zero Smart Flood Cameras (Ben Ruddell's Cameras)

The City would like to install some new smart flood cameras. JE Fuller's current understanding is that the camera cost is \$6K. This includes the yearly cell/satellite costs. JE Fuller believes we can install the cameras for \$1K. The question at hand is how much it would cost to integrate it into the existing system to the desired level. If it sounds reasonable, we can provide a separate scope for that in the future once we know a little more about the units.

Fee Estimate

The lump sum amount for the 6 tasks as proposed is \$137K. The City can remove tasks and/or request changes as helpful.

- Task 1: JEFMAP Annual Fee: \$6,800, JEFDAQ Annual Fee \$10,800
- Task 2: General Maintenance for 30 stations and on call support \$43,600
- Task 3: ALERT 2 Demodulator and Base modifications: \$25,000
- Task 4: Purchasing Spare Equipment: \$10,000
- Task 5: Incorporating cell data stations into JEFMAP: \$12,500
- Task 6: Four cameras: \$28,000.

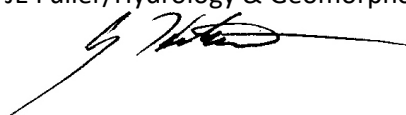
Schedule

The schedule will be to perform most of the maintenance in the spring of 2026. The schedule for the Smart Cameras would need to be determined along with Ben Ruddell. Incorporating cell into JEFMAP would likely take all of 2026.

Equipment purchases will require approximately 10+ weeks for delivery.

If you have any questions regarding this scope of services or the fee estimate, please do not hesitate to contact me. Thanks for this opportunity to serve the City of Flagstaff.

Sincerely,
JE Fuller/Hydrology & Geomorphology, Inc.



Cory Helton, PE, MS
Vice President