**CITY COUNCIL REGULAR MEETING AGENDA**

**REGULAR COUNCIL MEETING**
**TUESDAY**
**MARCH 17, 2026**

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

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

## ***PUBLIC COMMENT***

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

**ONLINE VERBAL PUBLIC COMMENT**

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented in the record as such.

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## 1. CALL TO ORDER

### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*

## 2. ROLL CALL

*NOTE: One or more Councilmembers may be in attendance through other technological means.*

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

## 3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

### MISSION STATEMENT

*The mission of the City of Flagstaff is to protect and enhance the quality of life for all.*

### LAND ACKNOWLEDGEMENT

*The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.*

## 4. OPEN CALL TO THE PUBLIC

*Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.*

*If you wish to address the Council in person at today's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Open Call to the Public and Public Comment. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

## 5. PROCLAMATIONS AND RECOGNITIONS

**A. Proclamation:** Red Cross Month

**STAFF RECOMMENDED ACTION:**

Read and present the Proclamation

## 6. COUNCIL LIAISON REPORTS

## 7. APPOINTMENTS

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).*

**A. Consideration of Appointments:** Open Spaces Commission.

**STAFF RECOMMENDED ACTION:**

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

## 8. CONSENT AGENDA

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

**STAFF RECOMMENDED ACTION:**

Approve the Consent Agenda as posted.

**A. Consideration and Approval of Contract Change Order:** Airport Snow Removal Equipment Building (SREB) -- Design and Construction Phase Services Change Order #2

**STAFF RECOMMENDED ACTION:**

1. Approve Change Order #2 with APMI for additional services required for the completion of design services and for construction phase services for the airport Snow Removall Equipment Building in the amount of $977,958.00.
2. Authorize the City Manager to execute the necessary documents.

**B. Ratification of Public Comment in Opposition of Aquifer Protection Permit Exemption Request**

**STAFF RECOMMENDED ACTION:**

Retroactively approve the public comment.

**C. Consideration and Approval of Contract:** Job Order Contract for Construction: Kinney Construction Services, Inc. for Sinclair Wash Flagstaff Urban Trail System (FUTS) Repair in the amount not to exceed $181,399.

**STAFF RECOMMENDED ACTION:**

1. Approve the Job Order Contract for Construction with Kinney Construction Services, Inc. for the Sinclair Wash FUTS Repair (Headwall, Wingwalls, Culvert Installation) in the amount not to exceed $181,399; and
2. Authorize the City Manager to execute the necessary documents.

**D. Consideration and Approval of Contract:** Job Order Contract for Construction with Eagle Mountain Construction, Inc. for Fanning Wash Channel Improvements in the amount not to exceed $433,990.

**STAFF RECOMMENDED ACTION:**

1. Approve the Job Order Contract for Construction with Eagle Mountain Construction, Inc. in the amount not to exceed $433,990; and
2. Authorize the City Manager to execute the necessary documents.

## 9. REGULAR AGENDA

**A. Consideration and Adoption of Ordinance No. 2026-06:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

At the March 17, 2026 Council Meeting:
1) Read Ordinance No. 2026-06 by title only for the first time
2) City Clerk reads Ordinance No. 2026-06 by title only (if approved above)

At the April 7, 2026 Council Meeting:
3) Read Ordinance No. 2026-06 by title only for the final time
4) City Clerk reads Ordinance No. 2026-06 by title only (if approved above)
5) Adopt Ordinance No. 2026-06

**B. Consideration and Approval of Modifications of Property Development Standards:** Request by Lincoln Avenue Communities to approve modifications to property development standards for a 100% affordable housing development located at the northeast corner of Lone Tree Road and Pine Knoll Drive (APN 104-14-003G, H, and J).

**STAFF RECOMMENDED ACTION:**

Staff recommends the City Council approve the modifications requested as presented.

**C. Consideration and Adoption of Resolution No. 2026-12:** A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the Lone Tree Ranch Development Agreement between the City of Flagstaff and Lone Tree Ranch, L.P. related to the development of approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive and establishing an effective date

**STAFF RECOMMENDED ACTION:**

1. Read Resolution No. 2026-12 by title only
2. City Clerk reads Resolution No. 2026-12 by title only (if approved above)
3. Adopt Resolution No. 2026-12

**D. Consideration and Adoption of Ordinance No. 2026-05:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to Direct to Ordinance Zoning Map Amendment to rezone approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive

**STAFF RECOMMENDED ACTION:**

1. Read Ordinance No. 2026-05 by title only for the final time
2. City Clerk reads Ordinance No. 2026-05 by title only (if approved above)
3. Adopt Ordinance No. 2026-05

**E. Consideration and Adoption of Resolution No. 2026-14 and Ordinance No. 2026-08:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2026 Landfill Fees Corrections and Updates"; and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 7 Health and Sanitation, Section 7-04-001-0010 Fees, Subsection H Landfill Fees; providing for penalties, severability, authority for clerical corrections, and establishing an effective date

**STAFF RECOMMENDED ACTION:**

At the March 17, 2026 Council Meeting:
1) Read Resolution No. 2026-14 by title only
2) City Clerk reads Resolution No. 2026-14 by title only (if approved)
3) Read Ordinance No. 2026-08 by title only for the first time
4) City Clerk reads Ordinance No. 2026-08 by title only (if approved above)

At the April 7, 2026 Council Meeting
5) Adopt Resolution No. 2026-14
6) Read Ordinance No. 2026-08 by title only for the final time
7) City Clerk reads Ordinance No. 2026-08 by title only (if approved above)
8) Adopt Ordinance No. 2026-08

## 10. DISCUSSION ITEMS

### A. Emergency Management Briefing - APS Public Safety Power Shutoffs (PSPS)

Discussion with the Mayor and Council on how Arizona Public Service (APS) PSPS events will work and the impact they will have on the city.

## 11. OPEN CALL TO THE PUBLIC

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

## 13. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2026.

_____
Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at stacy.saltzburg@flagstaffaz.gov to request an accommodation to participate in this public meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Flagstaff makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Flagstaff City Council meetings are live-streamed and recorded and may be viewed on the City of Flagstaff's website. If you permit your child to attend/participate in a televised Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Jessica Matias, Chief of Staff

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

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**TITLE:**
**Proclamation:** Red Cross Month

**STAFF RECOMMENDED ACTION:**

Read and present the Proclamation

**Executive Summary:**
N/A

**Financial Impact:**
N/A

**Policy Impact:**
N/A

**Previous Council Decision or Community Discussion:**
N/A

**Options and Alternatives to Recommended Action:**
N/A

**Connection to PBB Priorities and Objectives:**
N/A

**Connection to Regional Plan:**
N/A

**Connection to Carbon Neutrality Plan:**
N/A

**Connection to 10-Year Housing Plan:**
N/A

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**Attachments:** Proclamation

# City of Flagstaff – Office of the Mayor

# Proclamation

**WHEREAS,** in March, we celebrate American Red Cross Month by honoring our neighbors who make its humanitarian mission possible in Flagstaff. Every day, their acts of kindness change lives, bringing relief, comfort and hope when help can't wait. This compassionate spirit runs deep in our community, just as it has for 145 years through the American Red Cross.

**WHEREAS,** today, those who serve with the American Red Cross of Northern Arizona light the way during emergencies — whether it's delivering shelter, food and comfort after disasters; providing a safe, lifesaving blood supply for patients facing conditions like cancer treatments, childbirth complications and traumatic injuries; assisting military members, veterans and their families with 24/7 global support; or empowering individuals with skills like first aid and CPR that save lives.

**WHEREAS**, these collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another. As we mark Red Cross Month, let's celebrate our local heroes and resolve to continue lifting each other up, so no one faces an emergency alone.

**NOW, THEREFORE, I, Mayor Becky Daggett,** Mayor of the City of Flagstaff, Arizona do hereby proclaim March 2026

# American Red Cross Month

Dated this 17th day of March 2026

Becky Daggett

**MAYOR**

**ATTEST:**

Stacy Saltzburg

**CITY CLERK**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Georganna Staskey, Deputy City Clerk

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

**TITLE:**
**Consideration of Appointments:** Open Spaces Commission.

**STAFF RECOMMENDED ACTION:**

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

**Executive Summary:**
The Open Space Commission consists of six at-large members whom shall be appointed by the City Council and one designee from the Planning and Zoning Commission. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land.

The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

There are six (6) applications on file for consideration by the Council, they are as follows:

- Bruce Fox (current Commissioner)
- Christopher Kuzdas (new applicant)
- Jacqueline Thomas (new applicant)
- Joel Fritzler (new applicant)
- Nat White (current Commissioner)
- William Wilson (new applicant)

To reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

**COUNCIL APPOINTMENT ASSIGNMENT:** Vice Mayor Sweet, Councilmember Matthews, and Mayor Daggett

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

**Policy Impact:**
None

**Previous Council Decision or Community Discussion:**
None

**Options and Alternatives to Recommended Action:**

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

**Connection to PBB Priorities and Objectives:**
Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

**Connection to Regional Plan:**
None

**Connection to Carbon Neutrality Plan:**
None

**Connection to 10-Year Housing Plan:**
None

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**Attachments:** Open Space Authority Papers

# CHAPTER 2-20
# OPEN SPACES COMMISSION

SECTIONS:

2-20-001-0001 CREATION OF THE COMMISSION
2-20-001-0002 TERMS OF OFFICE
2-20-001-0003 DUTIES
2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS
2-20-001-0005 MEETINGS; ATTENDANCE

## 2-20-001-0001 CREATION OF THE COMMISSION

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for the designee from the Planning and Zoning Commission: one (1) member from the Planning and Zoning Commission; and six (6) public at-large members. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. No. 2007-08, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016; Ord. 2024-16, Amended, 06/18/2024 (Res. 2024-22))

## 2-20-001-0002 TERMS OF OFFICE

Appointments from the Planning and Zoning Commission to the Open Spaces Commission shall be for no longer than the remaining term of the designee. Terms of all other appointees shall be for three (3) years. (Ord. 2024-16, Amended, 06/18/2024 (Res. 2024-22))

## 2-20-001-0003 DUTIES

A. It shall be the Commission's duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.

B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an open spaces long range management plan and policies to provide broad, long-term direction for planning and decision-making for open space lands.

C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.

D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the current Flagstaff Regional Plan.

E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any

regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.

F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the Open Space Section.

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

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

2. Funding for the Flagstaff Urban Trails System development and maintenance.

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

4. Retaining of appropriate staff to implement approved programs. (Ord. 2024-16, Amended, 06/18/2024 (Res. 2024-22))

**2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS**

A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:

1. Program goals, management decision-making processes, and implementation techniques for resource preservation.

2. Policies to provide the framework for more issue- or site-specific planning and implementation.

3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.

4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.

5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.

6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.

7. Public participation, education, and interpretive programs. (Ord. 2024-16, Amended, 06/18/2024 (Res. 2024-22))

**2-20-001-0005 MEETINGS; ATTENDANCE**

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates, and locations as determined by the members, except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules or procedures shall be established by the members so long as the rules are consistent with State law, including the Open Meetings Law, the City Charter, and this chapter.

A quorum shall consist of four (4) voting members of the Commission.

A regular Commission member who is absent for three (3) consecutive regular meetings may be removed from the Commission by a vote of the City Council. (Ord. 2003-03, Enacted, 02/04/03; Ord. 2007-08, Amended 02/06/2007; Ord. 2016-30, Amended, 07/05/2016; Ord. 2024-16, Amended, 06/18/2024 (Res. 2024-22))

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Adam Miele, Airport Program Manager

**Co-Submitter:** Stacey Brechler-Knaggs

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

**TITLE:**

**Consideration and Approval of Contract Change Order:** Airport Snow Removal Equipment Building (SREB) -- Design and Construction Phase Services Change Order #2

**STAFF RECOMMENDED ACTION:**

1. Approve Change Order #2 with APMI for additional services required for the completion of design services and for construction phase services for the airport Snow Removall Equipment Building in the amount of $977,958.00.
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The Snow Removal Equipment Building (SREB) is a proposed facility that will bring together snow removal equipment into one centralized location (currently these services are spread throughout the existing airport fire station and various aircraft hangars) at the airport.

A contract for architecture design services with APMI was approved by city council in July 2020 for the facility. Design began in 2020, and in 2021 the Federal Aviation Administration (FAA) inquired about locating the new facility in a different location within the airfield perimeter (hanger area) outside the approved location identified in the airport's masterplan. The additional design effort needed to evaluate the site and facility functionality was completed under Change Order (CO) #1 (funded with grant funding), and ultimately the original location was confirmed. Following the efforts of the additional services provided by CO #1, the design continued to toward the 60% plans.

APMI had completed the draft programming portion of the project and developed a site plan and building layout that was consistent with the FAA design circulars (establishing the recommended pieces of snow removal equipment to house). Following the development of the building layout, they developed a probable construction cost estimate, and the projected fee was more than the available grant funding supported. APMI was asked to reduce the size of the facility to meet current needs with the ability to add-on additional bays in the future. A Construction Manager at Risk (CMAR) contractor was hired under a separate contract (Loven / Fann Joint Venture) to provide design support, pricing, and ultimately construct the facility. After receiving the updated (reduced) construction cost estimate, the FAA agreed to advance the airport's request for additional discretionary grant funding to fully fund the project.

CO #2 was developed for the additional services needed to complete the redesign of the facility and provide additional construction phased services per the FAA grant provisions. The FAA was notified of the need for CO #2 and determined it was appropriate and would be eligible for grant funding.

**Financial Impact:**

Project Name: Airport Snow Removal Equipment Building
Cost:Original contract: ($859,977.00) + Change Order #1 ($227,271.00) + Change Order #2 (#977,958.00) =

$2,065,206.00 [approx. construction cost $21,000,000.00]
Budgeted Amount and Account Number: FY2025-26 budget is $8,154,275 in account 221-07-222-3583-0-4421
Grant Funded: 95%
Funding Source: FAA Grant, Phase 3 Building and Finishes

**Policy Impact:**
None

**Previous Council Decision or Community Discussion:**

- December 2018 - Council was presented the updated Airport Masterplan that identified the recommended location for the Snow Removal Equipment Building (SREB).
- July 2020 - Council was presented the SREB design contract for consideration of approval. Council approved.
- October 2023 - Council was presented the FAA AIP 51 grant agreement. Council approved.
- July 2024 - Council was presented the contractor (Loven / Fann) Construction Manager at Risk (CMAR) design phased services contract for consideration of approval. council approved.

**Options and Alternatives to Recommended Action:**
1. Approve the design and construction phase services change order #2 with APMI as presented. This will allow timely execution of the project; or
2. Reject the design and construction phase services change order #2 with APMI and direct staff to pursue a different design team and start over. This would effectively delay progress on the project by a 2- year minimum and a new design contract would not be grant eligible.

**Background and History:**
The airport snow removal equipment is currently stored in the airport's Aircraft Rescue and Fire Fighting (ARFF) building and other locations spread throughout the airfield. The project will allow the airport to store and respond with snow removal equipment and additional deicing materials from one central location. The site for the new Snow Removal Equipment Building (SREB) is located adjacent to the ARFF facility and the air traffic control tower. The SREB final location is consistent with the airports masterplan.

In 2020, the City Council also approved a design services grant for APMI for the design of the Snow Removal Equipment Building. Purchasing staff then solicited a formal competitive Request for Statement of Qualifications (RSOQ) of which APMI was the highest scoring firm and City Council approved the subsequent professional services contract. City staff, the design consultants, and representatives from the FAA and ADOT developed several alternative concepts. Throughout the development of the various concepts, our FAA partners went through several iterations of internal (FAA) planners and engineers over the years of plan development. Our FAA partners have provided feedback and determination of eligibility for federal grant funding at various stages of project development. In 2024, following a successful solicitation for Construction Manager at Risk, actual construction costs were modeled with a high level of certainty of actual costs.

**Connection to PBB Priorities and Objectives:**
Safe & Healthy Community

- Ensure the build environment is safe through the use of consistent standards, rules and regulations, and land use practice.

Sustainable, Innovative Infrastructure

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

**Connection to Regional Plan:**
Regional Plan Goals and Policies

- Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights (DPS, Guardian Air...), and other services for Northern Arizona.
- Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.
- Policy T.10.3. Seek opportunities to expand destinations and frequency of regional air services throughout the southwest and west.

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

**Connection to Carbon Neutrality Plan:**
This facility is intended to be used for equipment storage and will not contain any air conditioning equipment, only mechanical equipment to keep the building from freezing in winter months (55 degrees Fahrenheit max heated temperature). The facility's communications equipment room is conditioned and will use an electric heat pump system. This facility will mirror the solid waste facility at Public Works.

**Connection to 10-Year Housing Plan:**
None

**Connection to Division Specific Plan:**
None

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**Attachments:**
Change Order #2
Design Contract
Design contract time ext 1
Design contract time ext 2
Design CO#1
Design CO#2

# CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. #2
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

**PROJECT NO.** _____ **PROJECT NAME:** Snow Removal Equipment Building (SREB)

**FILE NO.** 21-000344 **PROJECT MANAGER:** Adam Miele

**FIRM NAME:** APMI Inc.

**Purchase Order Number:** 21-000344 | **Line Number:** New Line, see account n | **Current Amount** $ 977,958.00

**Change Order originated by:** ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ DESIGN FIRM ☐ OTHER: _____

**DETAILED DESCRIPTION:**

The Snow Removal Equipment Building (SREB) is a proposed "new" facility that will bring together snow removal services into one centralized location (currently these services are spread throughout the existing airport fire station and various aircraft hangers) at the airport.
APMI (Design Consultant) has completed the draft programing portion of the project, developed a site plan and building layout that was consistent with the FAA design circulars (establishing the recommended pieces of snow removal equipment to house). Following the development of the building layout, the consultant developed a probable construction cost estimate, and the projected fee was more than the FAA was anticipated. APMI was asked to "right size" the facility to meet current needs (building size reduction) with the ability of add on in the future. A CMAR was hired to evaluate the amended facility and provide an order of magnitude construction cost. Following the exercise, the FAA agreed to petition for additional funding (discretionary funding) to close the funding gap.

**JUSTIFICATION:**

The FAA requested the City to develop a reduced footprint and revised probable cost estimate. These revisions to the project is in addition to the approved contracted scope for the project. The consultant has requested a time extension and fee adjustment to proceed with the request.

**TIME ANALYSIS:**

A 1,876 -calendar day contract time extension is proposed to meet requests from the FAA and the City. This time extension is intended to serve for the design time and the construction phase services needed to meet the requirements outlined in the grant provisions. This contract extension includes the two contract extensions that were applied previously.

**COST ANALYSIS:**

Original Contract Amount: $ 859,977.00 (AIP 44)
Total Prior Value Changes: $ 227,271.00 (AIP 44)
Value of this Change Order: $ 977,958.00 (AIP XX, Ph. 3, Acct. #3673)
New Contract Amount: $ 2,065,206.00

| *CITY OF FLAGSTAFF* | *PROJECT STATUS FORM* |
|---|---|
| **PROJECT NAME:** Snow Removal Equipment Building (SREB) | ☑ Design<br>☑ Construction<br>☐ Other |
| **PROJECT NO.** | **FILE NO.** 21-000344 |
| **ACCT. NO.** 221-07-222-3423-0-4421 100.00 % | **GRANT FUNDED? NO** ☐ **YES** ☑ **% OF GRANT FUNDING -** 90 |
| **ACCT. NO.** 221-07-222-3673-4421 100.00 % | **IF YES, WHAT IS GRANT NAME:** FAA |
| **ACCT. NO.** % | **GRANT ACCOUNT NUMBER:** 221-07-222-3423-0-4421 |
| **COUNCIL APPROVAL DATE:** 8/19/2020 | **ORIGINAL CONTRACT AMOUNT:** $ 859,977.00 |
| **PROJECT BUDGET ( FY** 20 **)** | **PROJECT BUDGET ( FY** 20 **)** |
| **NOTICE TO PROCEED DATE:** 08/19/2020 | **ORIGINAL CONTRACT PERIOD (calendar days):** 360 |
| **ORIGINAL COMPLETION DATE:** 08/19/2021 | **ORIGINAL CONTRACT ALLOWANCE:** |
| **DESIGN FIRM:** APMI Inc. | |

| Change Orders / Revision Date | C.O. Amount / New Total | C.O. Days / New Total | Start Date / New Comp. Date | REASON FOR CHANGE |
|---|---|---|---|---|
| 1 | $ 227,271.00 | 360 | | Additional scope items as requested by the FAA. Time extension due to City / FAA delays and revised scope. |
| 08/19/2021 | $ 1,087,248.00 | 809 | 10/31/2023 | |
| 2 | $ 977,958.00 | 809 | | Additional scope items as requested by the FAA. Time extension due to City / FAA |
| 02/02/2026 | $ 2,065,206.00 | 1,876 | 12/31/2028 | |
| 3 | | | | |
| | | | | |
| 4 | | | | |
| | | | | |
| 5 | | | | |
| | | | | |

**COMMENTS:** The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

END DATES

| | | | | | |
|---|---|---|---|---|---|
| **ORIGINAL CONTRACT PERIOD** | 360 **Days** | ( 08/19/2021 ) | **ORIGINAL CONTRACT** | $ | $ 859,977.00 |
| **PRIOR TIME CHANGES** | 814 **Days** | ( 10/31/2023 ) | **TOTAL PRIOR VALUE CHANGES** | $ | $ 227,271.00 |
| **THIS TIME CHANGE** | 1876 **Days** | ( 12/31/2028 ) | **VALUE OF THIS CHANGE** | $ | $ 977,958.00 |
| **NEW CONTRACT PERIOD** | 3050 **Days** | ( 12/31/2028 ) | **NEW CONTRACT** | $ | $ 2,065,206.00 |

# CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. #2
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

**PROJECT NO.** _____ **PROJECT NAME:** Snow Removal Equipment Building

**FILE NO.** 21-000344 **PROJECT MANAGER:** Adam Miele

## SIGNATURES

### SUBMITTER

| | | | |
|---|---|---|---|
| **Project Manager** | 2/3/2026 Date | **Approved Signature** | [signature] |
| **Department Head** | 2/3/2026 Date | **Approved Signature** | Brian Gall Digitally signed by Brian Gall DN: C=US, E=brian.gall@flagstaffaz.gov, O=City of Flagstaff, OU=Flagstaff Pullliam Airport, CN=Brian Gall Reason: I am approving this document Date: 2026.02.03 15:50:16-07'00' |

### COMMITTEE

| | | | |
|---|---|---|---|
| **Water Services** | 2026-02-12 Date | **Approved Signature** | Douglas Slover Jr Digitally signed by Douglas Slover Jr Date: 2026.02.12 15:21:02 -07'00' |
| **Public Works** | 2-17-2026 Date | **Approved Signature** | [signature] |
| **City Engineering** | _____ Date | **Approved Signature** | ABSENT |
| **City Attorney** | _____ Date | **Approved Signature** | Christina A. Kinnear Digitally signed by Christina A. Kinnear DN: cn=Christina A. Kinnear, o=City of Flagstaff, ou=City Attorney, email=christina.kinnear@flagstaffaz.gov, c=US Date: 2026.03.03 10:04:03 -07'00' |
| **Finance** | _____ Date | **Approved Signature** | ABSENT |
| **Purchasing (Chair)** | _____ Date | **Approved Signature** | Patrick Brown Digitally signed by Patrick Brown Date: 2026.03.03 12:14:48 -07'00' |

### EXECUTIVE

| | | | |
|---|---|---|---|
| **City Manager** | _____ Date | **Approved Signature** | _____ |

**Council Meeting Date (if required)** 08/19/2020 **Council Approved?** Yes ☑ No ☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

**FIRM NAME:** APMI Inc. **Signature:** [signature] Digitally signed by Adam Siros Reason: I agree to the terms defined by the placement of my signature on this document Date: 2026.02.03 13:39:40-07'00'

**Date:** 02/03/2026 **Print Name and Title:** Adam Siros AIA - Principal

**CONTRACT FOR PROFESSIONAL SERVICES**
**Contract No.: 2020-54**

This Contract is entered into this 29th day of July, 20 20 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and APMI, Inc., an Arizona corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide professional services;

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

SERVICES

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

**PROFESSIONAL ARCHITECTURAL SERVICES**
**FOR**
**AIRPORT ARCHITECTURAL SERVICES**

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

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in *Exhibit A*.

3. Grant Provisions: The parties agree to comply to the Grant Provisions attached hereto as *Exhibit D*.

4. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated by reference by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A*.

5. Key Personnel/Subcontractors: Contractor'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

6. City Representative: The City Representative is Matthew Luhman, Purchasing Manager, or his/her 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.

7. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

8. 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.

9. 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.

10. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

11. Compensation: Contractor shall be paid eight hundred fifty-nine thousand nine hundred seventy-seven dollars and zero cents ($859,977.00) for satisfactory performance of the work identified in the scope of work attached hereto as *Exhibit A*.

12. Price Adjustment: If price adjustments are permitted (see *Exhibit A*), 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

13. City Ownership of Document and Data: Any original documents prepared or collected by Contractor 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. Contractor 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 Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

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

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

INSURANCE

16. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C*.

MISCELLANEOUS

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

| To the City: | To Contractor: |
|---|---|
| Matthew Luhman, Purchasing Manager<br>City of Flagstaff<br>211 W. Aspen<br>Flagstaff, Arizona 86001<br>mluhman@flagstaffaz.gov | Adam Siros, Principal<br>APMI, Inc.<br>323 North Leroux Street; Suite 202<br>Flagstaff, Arizona 86001<br>asiros@apmi.com |

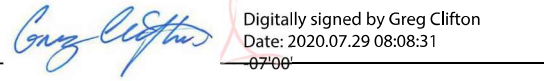
18. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: Adam Siros

Title: Principal

CITY OF FLAGSTAFF



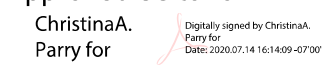

Print name: Greg Clifton

Title: City Manager

Attest:

City Clerk

Approved as to form:




City Attorney's Office

**EXHIBIT A**

**SCOPE OF WORK**

**(Found on following pages)**

APMI
architecture
planning
management
interiors

# Proposal . Bid Response

for

## Snow Removal Equipment Building
## (Airport Architectural Services)

RSOQ 2020-54
Submitted: May 11th, 2020

**FLAGSTAFF**
323 North Leroux Street
Suite 202
Flagstaff, Arizona 86001
o 928.699.6226
apmi.com

Design. Experience.

APMI
architecture
planning
management
interiors

**Date:** 11 May 2020

**To:**
Adam Miele
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

**Re:**
A/E Proposal
Pulliam Airport -
Snow Removal
Equipment Building

**Hello:**

APMI, Inc. is pleased to have this opportunity to submit the following proposal for Architectural and Engineering Services to develop the design of the Snow Removal Equipment Building at Pulliam Airport. This proposal is being submitted in accordance with the RSOQ documents provided to APMI outlining the project scope, including the Architectural & Engineering Services Contract, grant provisions, and attachment documents. This proposal is also based on email exchanges between City Staff and APMI. This proposal will act as the basis of our proposed scope of services with the following exclusions and assumptions. This proposal shall govern should there be any modifications of or discrepancies between the proposal and the attached documents.

Project Scope (Listed by Discipline):

**General:**
It is understood that the project will consist of developing a Snow Removal Equipment Building on an existing site for City of Flagstaff's Aviation Department at Pulliam Airport. The total site improvement area will include approximately 2 acres. The site will house (1) new building of approximately 30,000 s.f. to support vehicle storage, maintenance shop and office space. The building will be capable of supporting the Flagstaff Airport's Snow and Ice Control Plan for multiple 24-hour operational periods. The building is anticipated to be constructed conventionally (masonry or steel frame). Project design will be determined through an extensive programming effort to be completed as a part of this scope of work and the total design and construction budget is yet to be established.

It is understood that the site plan and building elevations have yet to be established however the master plan does show the proposed building site northeast of the existing AARF building. The APMI team will complete programming, design and construction administration to support this new building. The new snow removal equipment building will incorporate LEED Silver Certification requirements. Services for LEED shall include but not be limited to energy modeling, documentation submittal and commissioning. It understood that the project design will be delivered in a single phase.

**FLAGSTAFF**
323 North Leroux Street
Suite 202
Flagstaff, Arizona 86001
o 928.699.6226
apmi.com

**Architecture:**

APMI Inc. will provide Architectural design and project management services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. This includes the architectural design, construction administration and project management services required for the proposed improvements noted above. APMI's scope of work is as follows:

- Task 1 – Field Investigations: APMI will visit the site to confirm that the as-built documentation provided is accurate and can be used as a basis for the initial programming and design of the site. Preliminary backgrounds will be prepared for distribution to the project team.
- Task 2 – Programming: APMI will lead and conduct a single day programming work and interview session with the appropriate City staff to develop the space needs for the facility. Using that data, APMI will prepare a program report and space plan for the facility. This will include:
    i. Review all available material to familiarize ourselves with any previously completed work effort and the background data used to develop that work.
    ii. Interview key staff to determine functional requirements and operational characteristics of the operation to develop a space program for all operational and maintenance spaces.
    iii. Review fleet size, mix, and projected growth.
    iv. Review current and projected space requirements.
    v. Develop space plans to reflect the discussions held during the interviews.
- Task 3 – Schematic Design: Based on the outcome of the data obtained during programming, APMI will guide the Team through schematic design. During the schematic design phase we will:
    i. Develop site layouts based on circulation patterns for vehicles. This will include review of site area relationships. The site plan will be adjusted as needed to accommodate the City's needs and desires.
    ii. APMI will prepare and develop site plans, building elevations and massing models too convey the overall site and building schematic design. Those plans will be used for submission to the City of Flagstaff for concept plan submittal.
    iii. APMI will also review and refine building floor plans and layouts.

iv. Preliminary equipment and infrastructure layouts will be prepared.
v. APMI will begin to establish preliminary estimates of probable cost.

- Task 4 – Design Development: During the design development phase, APMI will continue to refine the drawings adding additional detail needed to further define the project scope.
  i. APMI will work to develop an approach for constructability and prepare preliminary detailing for the project.
  ii. APMI will prepare preliminary specifications for the project.
  iii. Spatial needs for equipment and functional workflow will be refined. APMI will coordinate with WRA, KLH and the Team to develop requirements specific to equipment.
  iv. APMI will further develop estimates of probable cost.
- Task 5 – Construction Documents: During construction document phase, APMI will continue to refine the drawings adding additional detail needed to finalize the project scope.
  i. APMI will develop complete construction documents, including all plans and specifications for the project based on the direction determined during previous task efforts.
  ii. APMI will finalize the estimates of probable cost.
- Task 6 – Approvals / Permitting: APMI will submit all required plans to obtain permits through City of Flagstaff Building and Engineering departments. It is assumed that Fire Sprinkler plans will be prepared by the Fire Protection sub-contractor and will be dealt with as a deferred submittal. APMI will address all City comments and resubmit plans as required to obtain a building permit. Plan review fees are not included in our proposal.
- Task 7 – Bidding / Contract Award: It is assumed that this project will be hard bid. APMI will respond to bid questions and RFI's as needed. APMI will prepare any required addenda to the construction documents.
- Task 8 – Construction Office: The construction phase shall include the office support that will be required to review all Contractor Submittals, respond to contractor questions and respond to RFI's. This will include providing field reports for required FAA documentation and assisting the City in Davis-Bacon compliance documentation and certified payroll reviews.
- Task 9 – Construction Field: APMI has assumed a construction duration of approximately nine and a half months. Weekly construction progress meetings are anticipated. A total of (40) forty meetings for progress/site visits during

construction and (4) four meetings for punchlist and closeout have been included in this scope. Site visits have been allocated according to the quantity outlined above. If either fewer or additional site visits are required by the project, the fee will be adjusted accordingly.

- Task 10 – LEED Documentation / Compliance / Commissioning: APMI will coordinate the overall LEED Certification effort and act as the LEED project administrator. APMI will coordinate all design team members and prepare the required documents for the design portion of the USGBC submittal to LEED Online. APMI will require that the general contractor assign a LEED coordinator to prepare all documentation for the construction related credits and provide them to APMI for review prior to upload to LEED Online. APMI will also participate in the commissioning effort and assist the team in ensuring that all systems are functioning as designed.
- Task 11 – Cost Estimating: APMI will prepare estimates of probable construction cost at the key milestone phases notes above.
- Task 12 – Record Drawings: APMI will prepare record drawings based on redlines provided by the contractor. APMI will provide one (1) hard copy set of Record Drawings. APMI will also provide an electronic set of drawings on CD in CAD and in PDF format. A complete digital copy of all submittals will also be provided at closeout.
- Task 13 – Project Closeout: The project is being delivered under a design-build contract and CORE will be responsible for providing project closeout.

**Landscape Architecture:**

Colwell-Shelor will provide Landscape Architecture design services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Their scope includes a concept plan for submission to the City of Flagstaff and includes all landscaping services required to obtain permits in the City of Flagstaff. Colwell-Shelor's complete proposal is attached for reference.

**Civil Engineering:**

Peak Engineering will provide Civil Engineering design services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff.
Civil engineering work includes site grading and paving, utility connection and drainage design from concept design through construction phase support services.

The proposed site is located north of the existing Fire Station on Tract 2 of the Pulliam Airport Airpark subdivision. Peak Engineering's complete proposal is attached for reference.

**Structural Engineering:**
Hubbard-Merrell Engineering (HME) will provide Structural engineering design services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. HME's complete proposal is attached for reference.

**Mechanical/Plumbing/Electrical/Fire Protection Engineering:**
IMEG Corporation (IMEG) will provide Mechanical, Plumbing, and Electrical engineering design services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. IMEG's complete proposal is attached for reference.

**Maintenance Equipment Consulting Services:**
Maintenance Facility Consultants (MFC), a division of WRA, will provide maintenance equipment consulting services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Their scope includes all consulting services required to program, plan and assist the design team to achieve proper operational workflow. MFC's complete proposal is attached for reference.

**LEED Documentation/Certification/Commissioning Services:**
APMI, IMEG Corporation (IMEG), Colwell-Shelor and Peak Engineering will provide LEED Documentation and Certification services for the Snow Removal Equipment Building project. LEED Commissioning services will be provided by IMEG. This includes achieving a minimum certification level of Silver. The LEED project scope is further clarified as follows:

a. APMI will be submitting this under the BD+C guidelines.
b. APMI, IMEG, Colwell-Shelor and Peak will develop, document and submit all required documentation to LEED® On-line.
c. LEED Fees are based on the USGBC fee schedule as of the date of this proposal. If USGBC registration and certification fees increase or decrease, the fee structure will need to be adjusted.
d. Energy modeling to comply with LEED requirements will be included.
e. APMI, IMEG, Colwell-Shelor and Peak Engineering will provide the periodic onsite observations to LEED compliance during construction.
f. Provide pre-functional check lists for commissioned systems.

g. Prepare documentation and conduct Functional Testing of systems to be commissioned.
h. Attend final Cx meeting/Project Closeout
i. Prepare Final Commissioning Report.
j. Submission of documentation to LEED® On-line.

**ADDITIONAL SERVICE ITEMS – OUTSIDE SERVICES:**

**Land Surveying Services:**
Northland will provide topographic survey and basemap services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Northland will be a sub-consultant to Peak Engineering. Peak's complete proposal is attached for reference.

**Geotechnical/Soils Investigation Services:**
Speedie and Associates will provide Geotechnical Investigation for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Speedies's complete proposal is attached for reference.

**Technology System Design Services:**
IMEG Corporation (IMEG) will provide technology systems design for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. IMEG's complete proposal is attached for reference.

**Airport Specialty Consultant Services:**
Kimley Horn (KLH) will provide airport specialty consulting services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. KLH's complete proposal is attached for reference.

**PROJECT EXCLUSIONS:**
All of the following exclusions can be provided by the APMI Team should they become necessary or should The City of Flagstaff desire them. These services would be individually negotiated, based on the scope of services desired.

1. Design services that would be required to manage, coordinate and prepare separate design packages to facilitate a multi-phased or fast track construction process.
2. Work outside of the immediate site area, except for that which may be required to support grading/drainage design and utility connections.

3. Design and specification of "special systems", i.e., telecommunications, security, data, etc. An empty conduit raceway system will be provided based on equipment supplier's layouts provided by Client's Vendor.
4. Permitting and plan review fees to the City of Flagstaff or to local utility companies. It is understood that the City will pay these fees directly.
5. Construction and materials testing.
6. Special inspection services, including special structural, architectural and electrical inspections.
7. Archeological monitoring. It is assumed that this is not required.
8. Resource Protection. It is assumed that this is not required.
9. Water and sewer impact analysis. It is assumed that this is not required.
10. Design of off-site infrastructure is excluded.
11. Construction staking is not included.
12. Fire Protection Design is excluded.
13. FFE design or specification. It is assumed that any owner FFE items such as systems furniture will be dealt with separately. This exception does not apply to the maintenance equipment. The design team will design and specify any maintenance equipment such as lifts, machine tools, etc.
14. See exclusions on the attached consultant proposals for additional applicable items.

**PROJECT ASSUMPTIONS:**

The proposed fee for professional services has been based on the anticipated level of services that will be required to accomplish the project as described. The following assumptions have been made in determining the extent of professional services required and the resultant professional fee:

1. See assumptions on the attached consultant proposals for additional applicable items.

**FEE PROPOSAL SECTION:**

Attached is a proposed Cost Proposal Breakdown for the project and services as described. Should the scope of the project or services change in any way, the professional fee shall be modified accordingly. The proposed professional fee is exclusive of reimbursable expenses as defined under reimbursable expenses.

**REIMBURSABLE EXPENSES:**

An estimate of reimbursable expenses is included on the attached Cost Proposal Breakdown. The estimate of reimbursable expenses does not include cost of reproduction or distribution for bidding or construction purposes or the cost of agency document reviewing or permitting fees. Reimbursable expenses shall be defined as all reproduction, plotting, postage, messenger services, shipping, mileage paid to staff, out of town travel expenses and other similar out of pocket expenses. Expenses shall be billed at the cost of the expenses to APMI plus ten percent (10%) to cover processing. Expenses will be billed and will become due on a monthly basis. Cost of all agency fees shall be paid for by others.

**PROPOSAL CONCLUSION:**

I trust that this proposal meets with your approval. After acceptance of this proposal from the City of Flagstaff, we can proceed to contract execution. Upon receipt of an executed contract based on this proposal, APMI, Inc. shall commence work on the referenced project in accordance with the accepted project schedule.

Sincerely,

APMI, Inc.

Adam Siros, AIA
Principal

Attachments: APMI Cost Proposal Breakdown
APMI Hourly Rate Schedule

Basic Services Consultant Proposals:

Peak Proposal dated 5/4/2020
Colwell-Shelor Proposal dated 5/5/2020
HME Proposal dated 4/30/2020
IMEG Proposal dated 5/6/2020
MFC Proposal dated 5/4/2020
Speedie Proposal dated 5/5/2020
KLH Proposal dated 5/1/2020

cc: File

APMI, Inc. - Architects / Planners / Interiors

File Name: 2020-05-11 Pulliam SRE - FeePropForm.xls
Date Prepared: 5/11/2020
Date Revised: N/A

Client: City of Flagstaff
**Sub-Project Name: Pulliam - Snow Removal Equipment Building**
**Client Project Number: 2020-54**
**Contract Type: Lump Sum**
**Contract Number: NA**
APMI Project Number: APMI Project No. 20134.00
Discipline: Architectural & Engineering Summary

# SUMMARY - COST PROPOSAL

## DESIGN - ARCHITECTURAL & ENGINEERING SUMMARY

### ESTIMATED DIRECT LABOR A/E SERVICES

| No. | TASK | APMI, Inc. | Civil Engineering | Structural Engineering | Mech/Plumb Engineering | Electrical Engineering | Maint Specialist | Landscape Architecture | Other | Total By Phase |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Field Investigations | $5,400.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $5,400.00 |
| 2 | Programming | $34,920.00 | $0.00 | $0.00 | $0.00 | $0.00 | $11,200.00 | $0.00 | $0.00 | $46,120.00 |
| 3 | Schematic Design | $27,360.00 | $8,495.00 | $0.00 | $14,000.00 | $0.00 | $8,600.00 | $2,730.00 | $0.00 | $61,185.00 |
| 4 | Design Development | $27,360.00 | $20,720.00 | $30,650.00 | $15,000.00 | $8,000.00 | $5,160.00 | $3,640.00 | $0.00 | $110,530.00 |
| 5 | Construction Documents | $93,680.00 | $23,305.00 | $18,600.00 | $30,180.00 | $22,120.00 | $5,160.00 | $7,280.00 | $0.00 | $200,325.00 |
| 6 | Approvals / Permitting | $7,200.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $7,200.00 |
| 7 | Bidding / Contract Award | $9,100.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $9,100.00 |
| 8 | Construction - Office | $39,920.00 | $13,840.00 | $7,300.00 | $7,650.00 | $7,650.00 | $0.00 | $0.00 | $0.00 | $76,360.00 |
| 9 | Construction - Field | $56,900.00 | $0.00 | $2,500.00 | $0.00 | $0.00 | $6,200.00 | $4,550.00 | $0.00 | $70,150.00 |
| 11 | Cost Estimating | $24,160.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,160.00 |
| 12 | Record Drawings | $5,570.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $5,570.00 |
| 13 | Project Closeout | $6,930.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $6,930.00 |
| | | | | | | | | | | $623,030.00 |
| | **TOTAL HOURS:** | 2842 | 67860 | 59050 | 82830 | 45770 | 36320 | 20700 | 0 | |
| | **LABOR COST:** | $338,500.00 | $66,360.00 | $59,050.00 | $66,830.00 | $37,770.00 | $36,320.00 | $18,200.00 | $0.00 | |

**Total Estimated Professional Fees:** **$623,030**

**Total Estimated Expenses:** **$32,860**

**TOTAL ESTIMATED PROFESSIONSAL SERVICES FEE WITH EXPENSES:** **$655,890**

### ESTIMATED DIRECT LABOR LEED/COMMISIONING SERVICES

| No. | TASK | Arch | Civil | Struct | Mech/Plumb | Elect | Cx Agent | Lndscp | Other | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 10 | LEED Documentation/Compliance | $30,340.00 | $1,500.00 | $0.00 | $16,000.00 | $8,000.00 | $18,000.00 | $2,500.00 | $0.00 | $76,340.00 |
| | | | | | | | | | | $0.00 |

**Total Estimated LEED Services Fees:** **$76,340**
**USGBC Registration/Certification Fees:** **$13,600**

**TOTAL ESTIMATED LEED SERVICES FEE WITH EXPENSES:** **$89,940**

### ESTIMATED OUTSIDE SERVICES - CONSULTANTS

*Listed by Firm or Name at Estimated Cost*

| Task | Firm | Method of Compensation T&M, LS, etc. | Cost |
|---|---|---|---|
| Land Survey & Mapping | Northland | LS | $6,495.00 |
| Soils Borings / Report | Speedie | LS | $9,275 |
| Technology System Design | IMEG | LS | $20,000 |
| Fire Line Flow Test | TBD | Allowance | $1,000 |
| Airport Consultant - Site Interviews / Documentation Review | Kimley Horn | LS | $47,000 |
| Airport Consultant - Develop Space Requirements | Kimley Horn | T&M | $20,000 |

**Total Estimated Outside Services:** $103,770
**10.00% Multiplier:** $10,377
**Total Estimated Consultants:** **$114,147**

**TOTAL ESTIMATED FEE WITH LEED AND OUTSIDE SERVICES:** **$859,977**

architecture
planning
management
interiors

**Schedule of Hourly Rates for Professional Services**

Rates Valid through December 31st, 2020

**Design Services:**

| | |
|---|---|
| Principal | $205.00 |
| Project Manager / Architect | $170.00 |
| Senior Architect | $150.00 |
| Architect / Designer | $135.00 |
| Interior Designer | $125.00 |
| Job Captain | $115.00 |
| CAD – Draftsperson | $95.00 |
| Word Processing / Clerical | $75.00 |

**Construction Services:**

| | |
|---|---|
| Construction Manager | $165.00 |
| Construction Observer | $130.00 |
| Roof Inspector | $130.00 |

Increases are normally anticipated the first of each year. Increases for 2021 could be in the range of 5% to 8%.

**CORPORATE**
8300 North Hayden Road
Suite A-209
Scottsdale, Arizona 85258
o 480.998.0709
apmi.com

**Pulliam Airport Snow Removal Equipment Building**
Scope of Services
Peak Project No: 20APMI01
May 4, 2020

This scope of work is for civil engineering in support of a new Snow Removal Equipment Building at Pulliam Airport in Flagstaff, Arizona. Civil engineering work includes site grading and paving, utility connection and drainage design from concept design through construction phase support services.

The proposed site is located north of the existing Fire Station on Tract 2 of the Pulliam Airport Airpark subdivision.

| Task | Description | Proposed Fee |
|---|---|---|
| 1 | **Topographic Survey, Basemap, Schematic Design.** Peak Engineering will perform the following tasks:<br><br>Topographic survey & basemap by Northland Exploration Surveys for a ~2 acre area north of the fire station. Refer to the attached proposal and location map, attached as Exhibit A. Data collection includes utility appurtenances for water and sewer in the immediate area, which may be located outside of the area shown on the exhibit.<br><br>Participate in a pre-application meeting at the City of Flagstaff. It is assumed that APMI will prepare the application and provide supporting documentation for the pre-application meeting.<br><br>Attend team kickoff meeting (1) and coordination meetings (2).<br><br>Contact franchise utility companies and request capacity and connection information to serve the project (electrical, natural gas and communications).<br><br>Perform a preliminary evaluation of potential water and sewer connection locations and requirements to establish basis of design for concept.<br><br>Review architectural site layout for impacts to access and drainage. | $6,495 |
| 2a | **City of Flagstaff Concept Plan Submittal**<br><br>Peak Engineering will prepare content specific to civil engineering items in the concept plan checklist. See Attachment 1. | $6,055 |
| 2b | **Concept Plan Resubmittal**<br><br>Peak Engineering will address City review comments in one resubmittal.<br><br>Participate in team and/or comment resolution meeting(s) with City (2). | $2,440 |
| 3a | **City of Flagstaff Site Plan Submittal**<br><br>Peak Engineering will prepare project content specific to civil engineering items listed in the site plan checklist, Attachment 2. In summary, this is approximately 60% design and includes: | $16,750 |

| | | |
|---|---|---|
| | *Grading & drainage design plans* – includes finished grade topography, select spot elevations & grading limits.<br><br>*Preliminary drainage report* - perform stormwater runoff analysis for on-site drainage basins to establish stormwater routing. Includes design for Low Impact Development (LID)/ First flush stormwater treatment volume. Peak will prepare a preliminary drainage report per the City of Flagstaff (COF) Stormwater Design Manual.<br><br>*Water & sewer design.* Includes onsite water and sewer service design, coordination with MEP engineer to establish service sizes. The nearest water and sewer main connections are west of Liberator Lane and we anticipate that water may require extension of a main of a few hundred feet.<br><br>*Project Narrative.* Peak will provide content for inclusion in the project narrative.<br><br>Separate from the City of Flagstaff Site Plan Submittal requirements, we will prepare an Opinion of Probable Construction Cost (OPCC) for site civil items.<br><br>Separate from the City of Flagstaff Site Plan Submittal requirements, we will evaluate LEED certification requirements for stormwater quality and quantity and recommend strategies to achieve these goals. | |
| 3b | **Site Plan Resubmittal**<br><br>Peak Engineering will address City review comments in one resubmittal.<br><br>Participate in team and/or comment resolution meeting(s) with City staff (2). | $4,720 |
| 4a | **Construction Documents & Reports (Final 1 Plans)**<br><br>Peak Engineering will prepare Final 1 Plans, sealed by a registered professional engineer per the COF Civil Improvement Plan Submittal, see Attachment 3 for checklist.<br><br>*On-site grading & drainage design plans* – preparation of detailed plans per the City's Civil Improvement plan submittal requirements, see Attachment 3. Peak will prepare stormdrain/channel and detention design sheets, an erosion control plan and construction control plan. See notes on the attached for documents to be prepared by others.<br><br>*Final drainage report* - perform stormwater runoff analysis for on-site drainage basins to establish stormwater routing. Includes design for stormwater treatment volume required by the COF. We will prepare a final drainage report per COF Stormwater Design Manual.<br><br>*On-site water & sewer design.* Includes onsite water main extension, water and sewer service design, coordination with MEP engineer to establish service sizes and connection locations and an on-site model of the domestic water system for submittal to ADEQ and the COF. This task also includes preparation of an engineer's design report and an engineer's opinion of probable construction cost for submittal to ADEQ | $17,855 |

| | | |
|---|---|---|
| | and COF for the water main extension. This proposal assumes a sewer service connection to the nearby sewer main is sufficient to serve the building and that sewer main design or review by ADEQ is not required.<br><br>Separate from the City of Flagstaff Civil Plan Submittal requirements, Peak Engineering will prepare LEED certification documentation for stormwater quality and quantity, if applicable, and prepare an opinion of probable construction costs for site improvements. | |
| 4b | Construction Document Re-submittals (Final 2 Plans)<br><br>Peak Engineering will address ADEQ and City review comments in one resubmittal which will be an addendum to the plan set.<br><br>Participate in team and/or comment resolution meeting(s) with City (1). | $6,200 |
| | **TOTAL DESIGN PHASE SERVICES** | **$60,515** |
| 5 | **Rough Grading Certificate**<br><br>This includes a site visit and preparation of the City's forms. We will rely on the Contractor's licensed surveyor to provide grades and measurements of drainage structures and retaining walls to ensure conformance with the permitted plans. | $2,580 |
| 6 | **Final Grading Certificate**<br><br>This includes preparation of record drawings, a site visit and preparation of the City's forms. We will rely on the Contractor's redlines and the Contractor's licensed surveyor to provide the documentation required for preparation of record, or as-built, plans | $4,010 |
| 7 | **Construction Phase Services**<br><br>We propose an allowance for construction phase services. Services may include attendance at pre-bid and construction meetings, response to the Contractor's requests for information, site visits, payment application review and punchlist walk-throughs. Services will be provided as needed and requested by APMI. We will notify APMI if we are approaching the allowance limit. Un-used budget would not be billed. | $7,250 |
| | TOTAL CONSTRUCTION PHASE SERVICES | $13,840 |
| | ALLOWANCE FOR PROJECT EXPENSES | $750 |
| | **TOTAL CIVIL ENGINEERING PROPOSED FEE** | **$75,105** |

**SCHEDULE**

Peak Engineering anticipates the tasks beginning immediately upon issuance of a contract and extending through 2021 (substantial completion).

**ASSUMPTIONS & EXCLUSIONS**

APMI will make the concept and site plan submittals to the City of Flagstaff.

Submittal fees are not included. There will be a City Civil Improvement Plan review fee and ADEQ submittal fee. These fees are calculated at time of submittal.

Per the final plat for Pulliam Airpark, Tract 2 Resource calculations are based on the Terminal Construction Project. Tract 2 is reserved for Airport use. This proposal assumes that a resource protection plan and calculations are not required.

A water & sewer impact analysis is not required for the project.

We assume that there will be a water main extension to serve a hydrant and domestic water service to the proposed building.

A fire flow test may be required for the project and this is not included.

We assume that a sewer main extension is not required. Rather, a sewer service can be extended from the building to a nearby main. We assume that this will be a gravity sewer service.

Public outreach is not included.

Traffic engineering is not required. This assumes that the City will not require a Traffic Impact Statement (TIS) or Analysis (TIA) for this project.

Construction phase excludes inspection and quality control testing.

- END -

| | |
|---|---|
| **Client Name: APMI** | **Client Information** |
| **Project Name: Pulliam Airport Snow Removal Equipment (SRE) Building** | *Name:* *Adam Siros* |
| **Project Number: 20APMI01** | *Address:* |

## Project Budget Summary

| Task | Task Description | Principal Engineer | | Project Manager | | Project Engineer | | Designer | | Engineering Intern | | Technical Drafter | | Clerical | | Total Hours | Labor Cost per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate: | $190 | | $170 | | $155 | | $125 | | $85 | | $90 | | $75 | | | |
| | | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | | |
| 1 | Topographic Survey, Basemap & SD | - | $ - | 6.00 | $ 1,020 | 9.00 | $ 1,395 | 8.00 | $ 1,000 | - | $ - | - | $ - | - | $ - | 23.00 | $ 3,415 |
| 2 | COF Concept Plan Submittal | - | $ - | 5.00 | $ 850 | 11.00 | $ 1,705 | 28.00 | $ 3,500 | - | $ - | - | $ - | - | $ - | 44.00 | $ 6,055 |
| 3 | COF Concept Plan Resubmittal | - | $ - | 3.00 | $ 510 | 6.00 | $ 930 | 8.00 | $ 1,000 | - | $ - | - | $ - | - | $ - | 17.00 | $ 2,440 |
| 4 | COF Site Plan Submittal | - | $ - | 15.00 | $ 2,550 | 40.00 | $ 6,200 | 64.00 | $ 8,000 | - | $ - | - | $ - | - | $ - | 119.00 | $ 16,750 |
| 5 | COF Site Plan Re-Submittal | - | $ - | 8.00 | $ 1,360 | 12.00 | $ 1,860 | 12.00 | $ 1,500 | - | $ - | - | $ - | - | $ - | 32.00 | $ 4,720 |
| 6 | Construction Docs & Reports (Final 1 Plans) | - | $ - | 21.00 | $ 3,570 | 47.00 | $ 7,285 | 56.00 | $ 7,000 | - | $ - | - | $ - | - | $ - | 124.00 | $ 17,855 |
| 7 | Construction Docs & Reports (Final 1 Plans) RE-submittal | - | $ - | 9.00 | $ 1,530 | 14.00 | $ 2,170 | 20.00 | $ 2,500 | - | $ - | - | $ - | - | $ - | 43.00 | $ 6,200 |
| 8 | Rough Grading Cert | - | $ - | 2.00 | $ 340 | 8.00 | $ 1,240 | 8.00 | $ 1,000 | - | $ - | - | $ - | - | $ - | 18.00 | $ 2,580 |
| 9 | Final Grading Cert | - | $ - | 2.00 | $ 340 | 14.00 | $ 2,170 | 12.00 | $ 1,500 | - | $ - | - | $ - | - | $ - | 28.00 | $ 4,010 |
| 10 | Construction Phase Services (Allowance) | - | $ - | 8.00 | $ 1,360 | 38.00 | $ 5,890 | - | $ - | - | $ - | - | $ - | - | $ - | 46.00 | $ 7,250 |
| | LABOR TOTAL: | | $ - | | $ 13,430 | | $ 30,845 | | $ 27,000 | | $ - | | | | $ - | | $ 71,275 |

### Reimbursable Project Expenses

| | | |
|---|---|---|
| A | Printing & Reprographics | $ 750 |
| B | Mileage | $ - |
| C | Meals & Lodging | $ - |
| D | Equipment | $ - |
| E | Other (Parking) | $ - |
| | RPE TOTAL: | $ 750 |

### Sub-Consultants

| | | |
|---|---|---|
| Survey | $ 3,080 | (includes 10% administrative fee) |
| Landscape Architect | $ - | |
| Architect | $ - | |
| Geotechnical | $ - | |
| Other | $ - | |
| SUB-CONSULTANT TOTAL: | $ 3,080 | |

***PROJECT TOTAL:***

**$ 75,105**

**COLWELL SHELOR** LANDSCAPE ARCHITECTURE
4450 NORTH 12TH STREET, SUITE 104
PHOENIX, ARIZONA 85014

May 5, 2020

Adam Siros AIA
APMI
8300 N Hayden Road Unit 209
Scottsdale, AZ 85258

Re: Landscape Architectural Design Services for snow removal equipment building (+/- 30,000 s.f. in size) immediately east of the ARFF (air rescue and fire-fighting) building

Dear Adam,
COLWELL SHELOR is pleased to present this proposal for Landscape Architectural design services for the project referenced above. Based on the information emailed on 04.27.20, our role as the Landscape Architects for the project will include services as outlined in this proposal.

**PROJECT UNDERSTANDING**

The project is located within the City of Flagstaff. There are two existing buildings and a large parking lot surrounding the building on all sides. Scope will be hardscape and landscape design of the perimeter of the building and adjacent roads.

**PROJECT ASSUMPTIONS**

- The Client will lead the Design Review and construction permitting process with support from the Landscape Architect.
- Utilities and connections will be provided by the Client's MEP and civil engineering consultants
- Grading, horizontal control, and drainage plans are not part of this scope of services. However, the Landscape Architect will coordinate with the civil, structural and MEP engineers responsible for the preparation of the grading and drainage plans for the ground level and site.
- The project drawings will be produced in AutoCAD "DWG" format.
- ADA compliant pedestrian routing and compliance is by others.
- The proposed development of the site will not require any archaeological or historical evaluations or studies under scope of services.
- Services associated with LEED certification are not part of this scope of services.
- CSI-format specifications are required for this project and will be provided for Landscape Scope.
- Updated topographic boundary surveys and geotechnical reports will be provided by the Client.
- The Client will hire a service to accurately locate (horizontally and vertically) all existing utilities within the property and within the public right-of-way where they may cross proposed service connections.
- **Structural Engineering of hardscape elements, if added to the scope, shall be included in the structural engineer's scope and Pool / Water Feature Engineering is not included in the landscape architects scope.**

**SCOPE OF SERVICES:**

**TASK 1: SCHEMATIC DESIGN**

COLWELL SHELOR will establish the landscape design character of the project. We anticipate information gathering sessions to discuss the design intent/ideas with the team, obtain project budget and schedule information, and will visit the site to take photos and observe its existing qualities and surrounding context. This task includes those services necessary to prepare landscape architectural drawings for the preliminary site plan approval required by the City of Flagstaff and FAA. This task is limited to the boundaries described in the Project Understanding section and the Project Assumptions section of this proposal.

1.1 Site Inventory / Data Collection / Site Analysis

- Site Visit and photo inventory.

- Landscape inventory & salvage plan; record existing conditions.
- Review applicable ordinances, design stipulations and guidelines for Phoenix.

1.2 Schematic Design, including hardscape and planting vibe.

1.3 Coordination with Design Team

1.4 Meetings, including (1) project kick off meeting, (2) internal Design Team meetings and (1) Progress Meeting/Presentation with the Client.

1.5 Deliverables:

- Tree Inventory Plan
- One (1) preliminary-level black and white landscape plan for internal review and submittal to the City of Flagstaff

**TASK 2: DESIGN DEVELOPMENT**

From the approved Schematic Design Documents, COLWELL SHELOR shall prepare Design Development Documents in AutoCAD format, from base files provided by others, to illustrate the scope of the project to a Design Development level of detail, identify jurisdictional permitting process and submittal requirements as it relates to the landscape. This task includes those services necessary to prepare landscape architectural drawings for Design Review to the City of Flagstaff and FAA. The Landscape Architect will advance the City preliminary site plan approved drawings to the required level for DR submittal. This task will consist of the following:

2.1 Design Development landscape design

- DD level Hardscape Design: the Landscape Architect will develop hardscape plans, based on the preliminary site plan approved by the Client and the City of Flagstaff, incorporating feedback. The plans shall include a detailed layout of proposed improvements to the site.
- DD level Planting Design: the Landscape Architect will develop planting plans, based on the preliminary site plan approved by the Client and the City of Flagstaff, incorporating feedback. The planting plans shall include a detailed layout of proposed plantings with a plant list identifying species, quantities, size and notes.
- DD level Irrigation Design: the Landscape Architect Consultant will develop irrigation plans, based on the preliminary site plan approved by the Client and the City of Flagstaff. The irrigation plans for the overall site will include POC, mainline routing and controller locations.

2.2 Coordination with other consultants

2.3 Landscape Lighting collaboration – provide feedback on fixtures and intended landscape lighting intent. Photometrics, specifications and fixture selection by others.

2.4 Review of Probable Cost prepared by Others

2.5 Meetings: The Landscape Architect will attend up the following meetings in-person or via teleconference as required.

- (2) Design Team meetings for coordination and development of the design
- (1) Preliminary Site Plan meeting with City
- (1) Design Development Presentation to Client

2.6 Deliverables:

- Preliminary Hardscape Plan and Details
- Preliminary Planting Plan and Details
- Preliminary Irrigation Design and Details
- Outline Landscape and Irrigation Specifications
- Required Preliminary Site Plan Submittal to City

*Note: Optional Additional Services are listed on page 4 of this document.*

**TASK 3: CONSTRUCTION DOCUMENTATION**

From the approved Design Development Documents, COLWELL SHELOR shall prepare Construction Documents, including drawings and specifications describing in detail the requirements for construction and permitting of the landscape design. Drawings shall be prepared in AutoCAD format.

3.1 Construction Documentation of hardscape and landscape design, which include the following deliverables:

- Hardscape Construction Plans & Details: the Landscape Architect will develop final hardscape plans and details for site walls, paving materials/design, non-structural planter details, and approved design hardscape features. The hardscape plan will include material layout, type and their relationship to access doors, steps, planters, within the ground floor, and overall site.

- Landscape Construction Plans and Details: the Landscape Architect will develop a final landscape plan to include street trees and other plantings. The landscape plans will include a detailed layout of proposed plantings with a plant list, identifying species, quantities and sizes. Planting details will be provided on the plans.

- Irrigation Construction Plans: the Landscape Architect will develop irrigation plans and details to include areas outlined in the Project Understanding above, within the property lines and over-structure decks. The irrigation construction plans will include the following:
    - Calculation of irrigation system requirements, based on City of Flagstaff requirements.
    - Irrigation mainline and sub-mainline sizing with recommended routing.
    - Coordinate with project's civil engineer and MEP, showing the location of irrigation sleeves and mainline routing, as applicable.
    - Master central control evaluation and recommendation, including analysis of system operation. A conceptual irrigation operation schedule for the project will be included.
    - Irrigation controller locations with power supply drop locations (electrical design and permitting for controllers will be provided by the Contractor), as necessary.
    - Irrigation plans will include detailed zones and head/emitter layout only.
    - Material legend of components.
    - Ancillary notes, calculations and labels required to develop an irrigation system.

3.2 Review of Probable Cost provided by others.

3.3 Coordination with other sub-consultants

3.4 GMP Setting process, including incorporation of Value Engineered items and revisions to meet project budget.

3.5 Meetings: As part of this Task, the Landscape Architect will attend one meeting in Phoenix Metro-Valley with the Client, Client's design team and/or governmental agencies.

3.6 Contract Documents Deliverables:

- 24" x 36" signed and sealed contract documents and specifications for landscape scope as defined in this proposal

- Required Landscape Submittal for Permit to City of Flagstaff, incorporate comments and resubmit

*Note: Optional Additional Services are listed on page 4 of this document.*

**Task 4: CONSTRUCTION PHASE SERVICES**

The Landscape Architect will perform the following services during the construction phase of the landscape architecture elements of the project. The Landscape Architect shall visit the project site for the purpose of observing the Contractor's installation progress, and to confirm that the intent of the plans is being followed. Although we may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies. We shall not have control over and shall not be responsible for construction means, methods, or techniques, or for safety precautions.

The Landscape Architect shall have authority to reject Work which does not conform to the Construction Documents and will have authority to require additional inspection or testing of the work whenever, in our reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Documents.

Scope of Work Summary / Deliverables:

4.1 Attend one (1) preconstruction meeting

4.2 Drawing clarifications

4.3 Preparation of addenda, ASI's or RFI's, if required

4.4 Review of shop drawings and submittals

4.5 Attend coordination meetings as required

4.6 Select specimen plant material for the project. (1) Visit to nurseries within the Prescott-Sedona-Flagstaff area. Additional visits within the Prescott-Sedona-Flagstaff area or to any locations outside the Prescott-Sedona-Flagstaff area shall be billed per our hourly rate schedule, plus expenses.

4.7 Site visits/Progress Meetings: COLWELL SHELOR shall visit the site during construction at times appropriate to the stage of construction or as otherwise agreed upon by in writing. We anticipate a need three (3) meetings or site visits. We shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. We shall keep APMI informed of the progress and quality of the Work. Field Reports are included.

4.8 Punchlist walkthrough and report (1) site visit each for Landscape Architect and Irrigation consultant

4.9 As-Built drawings, including AutoCAD files

**OPTIONAL ADDITIONAL SERVICES:**

Optional Additional Services include any services or deliverables not specifically provided for in the above scope will be billed as additional services and performed at our current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Water feature design with water feature engineering provided by sub-consultant to the Landscape Architect. Fees will be determined if applicable.
- Enhanced graphics of outdoor spaces
- Significant revisions to the plans following the Client's approval of the design development phase plans. Services required by additional governmental regulations, which might be put into effect after the date of this agreement. Fees for these to be negotiated based on extent of revisions.

**EXCLUSIONS:**

- Boundary/Topographic survey of the site
- Renderings, at the request of the Client, are not included
- Utilities and connections, grading, horizontal control, and drainage plans are not part of this scope of services. However, the Landscape Architect will coordinate with the Project's civil and MEP engineers responsible for the preparation of the grading and drainage plans for the project.
- The project drawings will be produced in AutoCAD "dwg" (2-D) format. The scope of services does not include the development of a 3-D Building Information Model (BIM).
- ADA compliant pedestrian routing and compliance is by Civil. It is intended the design shall meet ADA Accessibility Guidelines
- Archaeological or historical evaluations or studies
- Specifications for sections outside of landscape scope
- Permit applications fees, impact fees, lobbyist fees and plan review fees.
- All required geotechnical reports and recommendations.

- Significant revisions to the plans following the Client's approval of the design development phase plans.
- Services required by additional governmental regulations, which may put into effect after the date of this agreement.
- Water Feature/Pool design and engineering.
- Structural, electrical or plumbing engineering that may be required for landscape scope. The Landscape Architect will submit drawings to the engineers for engineering calculations and information required and will pick up any redlines provided by the engineers. The engineers will co-seal relevant details.

**SCHEDULE:**

During the course of the project, anticipated and unanticipated events may impact the project schedule. We will provide our services in an expeditious and orderly manner to meet the written schedule mutually agreed to by the Client and the Landscape Architect for the various elements of the Project.

**FEES AND EXPENSES:**

The Landscape Architect will perform the services in Tasks 1-4 for the fees below, broken out as requested. Optional Services are also broken out. All permitting, application and similar project fees will be paid directly by the Client.

| | | |
|---|---|---|
| Task 1 | Schematic Design | $ 2,730.00 |
| Task 2 | Design Development` | $ 3,640.00 |
| Task 3 | Construction Documentation | $ 7,280.00 |
| Task 4 | Construction Phase Services | $ 4,550.00 |
| **Total lump Sum:** | | **$ 18,200.00** |

Anticipated reimbursable allowance: $ 1,000.00

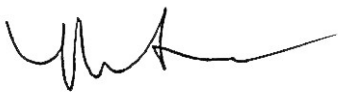
Irrigation + LEED $ 2,500.00

**SCHEDULE OF HOURLY RATES:**

| | |
|---|---|
| Principal/Landscape Architect | $200.00 |
| Project Landscape Architect | $175.00 |
| Project Manager | $150.00 |
| Designer | $110.00 |
| Technical | $ 95.00 |
| Administrative | $ 75.00 |

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in the Agreement are valid for sixty (60) days after the date of this letter.

Respectfully submitted,



**Michele Shelor, ASLA**
Principal
**Colwell Shelor, LLC**

Proposal Accepted and Authorization to Proceed

By:_____ Date:_____

Adam Siros or Authorized Representative

**TERMS AND CONDITIONS:**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to the following Terms and Conditions. The term, "Client" refers to APMI and "Landscape Architect" refers to Colwell Shelor.

Pre-existing Conditions: This Agreement pertains to the design of specific improvements and modifications to certain building or site components that are described in the Scope of Work. The Landscape Architect has not executed and has not been commissioned to execute a survey of pre-existing conditions and therefore, the Landscape Architect shall not be held responsible or liable for the improvement of and/or discovery of existing site conditions which are faulty or inoperative. In addition to the foregoing, the Landscape Architect shall have no responsibility or liability for any existing non-conforming or substandard conditions on the site which may be set forth in any agreements, reports or understandings which are not expressly set forth herein.

Termination: Either the Client or Landscape Architect may terminate this Agreement upon seven days written notice. If terminated, the Client agrees to pay the Landscape Architect and all sub consultants for all basic and additional services rendered and all reimbursable expenses incurred up to the date of termination. Upon not less than seven days' written notice, the Landscape Architect may suspend the performance of its services if the Client fails to pay the Landscape Architect in full for services rendered or expenses incurred. The Landscape Architect shall have no liability because of such suspension or services or termination due to nonpayment.

Unauthorized Changes: In the event anyone other than the Landscape Architect consents to, allows, authorizes or approves of changes to any plans, specifications or other Construction Documents, and these changes are not approved in writing by the Landscape Architect, it shall be recognized that such changes thereof are not the responsibility of the Landscape Architect. Therefore the Landscape Architect shall be released from any liability arising from the construction, uses or result of such changes.

Mediation: Parties will attempt to resolve any disputes arising out of the performance of this contract by participating in mediation, each party sharing equally in the costs of the mediation. No litigation shall be commenced prior to the completion of the mediation process. The mediation process shall commence by one party notifying the other party of the dispute and demanding mediation. The party commencing mediation shall provide a list of three proposed mediators. The other party may strike one of the names without cause. At least four hours of mediation with a neutral third-party mediator is required. Mediation must be commenced within 90 days of the initial notification of mediation.

Use and Ownership of Documents: It shall be acknowledged that the design professional's plans and specifications are the instruments of professional services and shall remain the property of the Landscape Architect. Reproducible copies may be retained by involved parties for information and reference in connection with this specific project only.

Information Provided By Client: The Landscape Architect shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Landscape Architect during the project, including but not limited to the following:

- Boundary/Topographic survey of the site including the right of way fronting the site prepared by a Professional Land Surveyor retained by the Client. The survey shall be provided in both electronic (AutoCAD) and as hardcopies, signed and sealed by a professional land surveyor. The survey shall include all surface structure, utility structures with invers, landscape and hardscape features.
- Scaled Drawing of architectural site plan in relation to property boundaries, provided in AutoCAD "dwg" computer file format and hard copy.
- Access to the site
- All required geotechnical reports and recommendations

END OF TERMSAND CONDITIONS

HUBBARD MERRELL ENGINEERING

1623 N First Street, Ste 201
Flagstaff, Arizona 86004

Office: (928) 526-6174

# *Proposal for Structural Engineering Services*

| **Client:** | **Sent to:** | **Date:** April 30, 2020 |
|---|---|---|
| APMI<br>8300 North Hayden Road<br>Suite A-209<br>Scottsdale, Arizona 85258 | asiros@apmi.com | **Valid Until:** June 30, 2020 |

**Project Name and Location:**
Flagstaff Pulliam Airport – Maintenance Facility
6200 S Pulliam Dr
Flagstaff, AZ 86005

**Basic Scope of Services:**

***Project Understanding / Assumptions-*** This project includes the construction of a new approximately 30,000 sq. ft., single story maintenance/storage facility. The facility will include the storage of snow removal equipment as well as other maintenance/storage uses and garage areas. The structure will consist of wood and / or steel roof framing, masonry and / or steel walls, concrete slab on grade and conventional spread footings.

***Design Phase Services-***
***Schematic Design, Design Development and Construction Documents:***
We will provide 60% and 100% structural engineering design and drafting of the structural construction drawings, and coordination throughout the design and permitting phases. Our deliverables include sealed structural construction drawings and structural calculations. Premanufactured wood and steel truss and joist designs and layouts, if any, shall be provided by the truss and joist suppliers. We will not provide a Specification document (other than General Structural Notes on our drawings) but will review and redline Specifications provided by others if necessary Our services do not include structural construction pricing or opinions of probable cost.

***Pre-Construction Phase Services (if necessary)-*** We will redesign the foundations if the general contractor suggests and the City accepts, a premanufactured steel building system in alternate of the building designed in the design Phase Services.

***Construction Phase Services-*** We will provide shop drawing reviews as required, respond to RFI's, and reviews of Special Structural Inspection reports. We will also include up to 3 site visits/meetings as requested by APMI.

All other services are excluded from this proposal but can be provided at the Client's request as Additional Services, as listed below.

**Fee for Services:**
Design Phase Services-
60% Design Phase ---------- $30,650.00 Lump Sum
100% Design Phase ---------- $18,600.00 Lump Sum

Pre-Construction Phase Service ---------- $14,220.00 Lump Sum
Construction Phase Service ---------- $9,800.00 Hourly, Not to exceed

All fees exclude reimbursable expenses as listed below, which will be invoiced at cost. See *Terms and Conditions* for payment terms.

**Payment for Additional Services:**

Additional services may be authorized by the client. The following additional services are specifically not included in the above stated fee but can be provided at the hourly rates listed in the Terms and Conditions. The availability of other additional services should be discussed with Hubbard Merrell Engineering if desired. Written authorization by the Client is required prior to Hubbard Merrell Engineering proceeding with any Additional Services, including but not limited to those listed below. Any other entity requesting to retain these services may require an additional and separate agreement with your approval.

1. Major revisions or scope changes during design and/or construction.
2. Special Structural Inspections and Reports.
3. Project site visits during design and / or construction except as noted above.
4. Evaluation of design or construction alternates, except as listed above.
5. Resolution of construction errors caused by others.
6. Redesign of due to unanticipated conditions.
7. Site Structures (Fences, Walls, Dumpster Enclosures, Signs, etc.)
8. Construction Administration.

*The Terms and Conditions on Pages 3 through 5 of this form are incorporated and made a part of this Agreement. Signature of this proposal constitutes acceptance of Terms and Conditions, and asserts that the Client accepts the "Limitation of Liability" terms.*

**Offered by: HUBBARD MERRELL ENGINEERING, CORP.**

David S. Merrell, P.E., S.E.
Principal

**Accepted by Client: APMI**

Signature Date
Mr. Adam Siros

**Fee:** To be paid monthly based upon the estimated percent completion of the construction documents. In the event the project is delayed or stopped, fees shall be paid for services rendered to date. Our fee for services as listed in the proposal does not include reimbursable expenses, as applicable. Reimbursable expenses for project-related out-of-town travel, printing, postage, courier costs, etc., will be billed at cost. Mileage will be charged at the standard mileage rate for *transportation or travel expenses* as posted by the IRS for the current calendar year. If the Client fails to make payment to Hubbard Merrell Engineering in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Hubbard Merrell Engineering. Payment may be made with a credit card (VISA/MC, Discover, AMEX) and will include a 4.00% surcharge.

**Owner's Consultants:** The Client agrees that Hubbard Merrell Engineering shall have no responsibility for any portion of the project designed by the Client's other consultants. Hubbard Merrell Engineering shall not be required to check or verify other consultants' construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Hubbard Merrell Engineering harmless from any damage, liability or cost, including reasonable attorneys'; fees and defense costs, arising in any way from the services performed by other consultants to the Client.

**Soil Conditions:** This fee is based on the use of conventional spread footings and foundation systems for Aerial Adventure Courses, using an allowable soil bearing pressure per the applicable Building Code, unless a geotechnical investigation and report is provided for this site. Adverse soil and/or foundation conditions or requirements may cause this agreement to become null and void.

**Design Without Construction Phase Services:** It is understood and agreed that Hubbard Merrell Engineering's Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. If the Client requests in writing that Hubbard Merrell Engineering provide any specific construction phase services and if Hubbard Merrell Engineering agrees in writing to provide such services, then they shall be compensated for as Additional Services as listed in the proposal.

**Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Hubbard Merrell Engineering as instruments of service shall remain the property of Hubbard Merrell Engineering.

**Delays:** Hubbard Merrell Engineering is not responsible for delays caused by factors beyond Hubbard Merrell Engineering's control. When such delays beyond our reasonable control occur, the Client agrees that Hubbard Merrell Engineering is not responsible for damages, nor shall Hubbard Merrell Engineering be deemed to be in default of this Agreement.

**Governing Law:** This agreement shall be governed by the laws of the state of Arizona. Any litigation arising in any way from this agreement shall be brought in that state.

**Dispute Resolution:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Hubbard Merrell Engineering agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

**Time Bar to Legal Action**: All legal actions by either party against the other arising out of or in any way connected to this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after two (2) years have passed from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

**Consequential Damages:** Notwithstanding any other provision of this agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or Hubbard Merrell Engineering, their Employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**Limitation of Liability: To the maximum extent permitted by law, and not withstanding any other provision of this agreement, the Client agrees to limit Hubbard Merrell Engineering Corporation's liability for the Client's damages to the lesser of $50,000.00 or the total invoiced dollar value of the Services provided by Hubbard Merrell Engineering under this Agreement and paid by the client, but in no event shall Hubbard Merrell Engineering's liability exceed the amount of Hubbard Merrell Engineering's available insurance proceeds. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.**

**Indemnification:** In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hubbard Merrell Engineering Corporation, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including all attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hubbard Merrell Engineering Corporation.

**Termination:** Either the Client or Hubbard Merrell Engineering may terminate this Agreement at any time with or without cause upon giving the other party Seven (7) calendar days prior written notice. The Client shall within Thirty (30) calendar days of termination pay Hubbard Merrell Engineering for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

**Corporate Protection:** It is intended by the parties to this Agreement that Hubbard Merrell Engineering's services in connection with the project shall not subject Hubbard Merrell Engineering's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Hubbard Merrell Engineering, an Arizona corporation, and not against any of Hubbard Merrell Engineering's employees, officers or directors.

**Right to Retain Sub-consultants:** Hubbard Merrell Engineering may use the services of sub-consultants when, in Hubbard Merrell Engineering's sole opinion, it is appropriate and customary to do so. Hubbard Merrell Engineering's use of other consultants for additional services shall not be unreasonably restricted by the Client provided Hubbard Merrell Engineering notifies the Client in advance.

**Extension of Protection:** The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to Hubbard Merrell Engineering to those individuals and entities Hubbard Merrell Engineering retains for performances under this agreement, including but not limited to Hubbard Merrell Engineering's sub-consultants' individual employees, officers or directors.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Hubbard Merrell Engineering. Hubbard Merrell Engineering's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Hubbard Merrell Engineering because of this Agreement or the performance or nonperformance of services hereunder.

**Hazardous Materials:** It is acknowledged by both parties that Hubbard Merrell Engineering's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Hubbard Merrell Engineering or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Hubbard Merrell Engineering's services, Hubbard Merrell Engineering may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

**Interpretation:** Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. "Parties" means the Client and Hubbard Merrell Engineering, and their officers, partners, employees, agents and sub-consultants. The parties also agree that the Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join Hubbard Merrell Engineering as a third-party defendant.

**Severability and Survival:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and Hubbard Merrell Engineering shall survive the completion of the services hereunder and the termination of this Agreement.

**Standard of Care:** Services provided by Hubbard Merrell Engineering under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to Hubbard Merrell Engineering and by mutual agreement between the parties, Hubbard Merrell Engineering will correct those services not meeting such a standard without additional compensation.

**Unauthorized Changes:** In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Hubbard Merrell Engineering, the Client recognizes that such changes and the results thereof are not the responsibility of Hubbard Merrell Engineering. Therefore, the Client agrees to release Hubbard Merrell Engineering from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Hubbard Merrell Engineering harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of Hubbard Merrell Engineering.

**Jobsite Safety:** Neither the professional activities of Hubbard Merrell Engineering, nor the presence of Hubbard Merrell Engineering or his or her employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Hubbard Merrell Engineering and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Hubbard Merrell Engineering and Hubbard Merrell Engineering's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

**Existing Structure and Conditions:** This scope of work shall not act to assume any responsibility for the design and/or construction of any existing structure(s), except for the specific structural design performed under the terms and conditions of this contract.

**Collection Costs:** In the event legal action is necessary to enforce the payment provisions of this Agreement, Hubbard Merrell Engineering shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Hubbard Merrell Engineering in connection therewith and, in addition, the reasonable value of Hubbard Merrell Engineering's time and expenses spent in connection with such collection action, computed at Hubbard Merrell Engineering's prevailing fee schedule and expense policies.

**Suspension of Services:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, Hubbard Merrell Engineering may suspend performance of services upon five (5) calendar days' notice to the Client. Hubbard Merrell Engineering shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

**Set-offs, Back-charges, Discounts:** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.

**Hourly Rates:**

| | | | |
|---|---|---|---|
| Principal (P.E., S.E.) | $180.00 / hour | CAD Designer | $85.00 / hour |
| Project Manager (P.E.) | $130.00 / hour | CAD Drafter | $75.00 / hour |
| Project Engineer (P.E.) | $120.00 / hour | Administrative | $75.00 / hour |
| Structural Designer (E.I.T) | $110.00 / hour | Project Intern | $65.00 / hour |
| Structural Designer (Graduate) | $100.00 / hour | Clerical | $60.00 / hour |

These hourly rates may be revised to our new hourly rates at the beginning of each new calendar year.

May 6, 2020

Mr. Adam Siros, AIA
APMI Architecture
8300 North Hayden Road, Suite 209
Scottsdale, Arizona 85258

RE: Proposal for Engineering Services
Flagstaff Pulliam Airport
Snow Removal Facility
Flagstaff, Arizona

Dear Adam:

Thank you for the opportunity to submit a Proposal for mechanical, electrical, and technology engineering services plus LEED commissioning for a new 30,000 square foot snow removal equipment facility, located at Flagstaff Pulliam Airport.

The project will include vehicle storage, vehicle and equipment maintenance bays, general storage, shop space, and offices to support snow removal operations at the airport. The facility will be able to support multiple twenty-four-hour operational periods. Design and documentation will support LEED Silver certification of the facility.

## DESIGN PHASE SERVICES

1. Energy modelling services:
   a. Base building modelling to support selection of HVAC equipment. (See detailed scope below)
   b. LEED modelling to document target design performance and assist with selection of equipment to support LEED project goals. (See detailed scope below)
2. Design of mechanical systems including:
   a. Fire protection systems:
      1) Incoming riser with valving.
      2) Sprinkler zone designations.
      3) This scope assumes adequate water supply and pressure are available to the site. If not, additional services will be required.
      4) Specifications for contractor-furnished hydraulically calculated piping installation drawings. Piping locations will not be shown on our documents.
   b. Plumbing systems:
      1) Domestic hot and cold water.

2) Sanitary drainage and venting.
3) Interior roof drainage.
4) Plumbing design will be based on fixture counts and safety shower/eyewash station locations provided by others.

c. HVAC systems:
1) Heating, ventilating, and air conditioning.
2) Direct digital control (DDC) system.
3) Building makeup air.
4) Toilet exhaust.
5) Exhaust air heat recovery.
6) General building exhaust. Vehicle exhaust capture will be limited to vehicle maintenance bays only. Vehicle storage bays are not anticipated to include direct connections to vehicle exhaust.

d. Piping systems:
1) Chilled water.
2) Heating water.
3) Natural gas.
4) Compressed air.
5) Vehicle service fluid piping at the vehicle service bays, extended from systems specified by others.

3. Design of electrical systems including:
a. Incoming electrical service, power distribution, and grounding.
b. Interior lighting and controls.
c. Site lighting per City of Flagstaff dark sky requirements.
d. Cable tray and/or horizontal raceway to allow routing of low voltage systems wiring.
e. Emergency power distribution including packaged engine/generator set and automatic transfer switch.
f. Fire alarm.

4. Design of technology systems including:
a. Information technology:
1) EIA/TIA compliant premise structured cabling system.
2) Telecommunication cross-connect room layout, including cabling and equipment racks, optical fiber backbone Inter-Building cabling, copper termination equipment, and cable management.
3) Coaxial cable television distribution system for distribution of existing facility signal.
4) Design preliminary layout for wireless 802.11b/g antennas.
a) Access points shall be provided and installed by owner. Owner to perform final antenna layout.

b. Security management systems:
   1) Intrusion detection system.
   2) Access control system: system as specified by Owner for compatibility with existing City systems.
   3) Video surveillance system.

5. Establish performance requirements for seismic bracing (if required by code) of mechanical, electrical, and technology equipment specified by IMEG. Design and installation will be by others.
6. Prepare applicable mechanical, electrical, and technology specifications.
7. Prepare contract documents that are suitable for pricing and construction purposes.
8. Project design meetings:
   a. Participate in approximately five project conference calls / web conferences as required.
   b. Attend approximately three design coordination meetings in Flagstaff.
9. Prepare an opinion of probable construction cost for mechanical, electrical, and technology systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

## BIDDING PHASE SERVICES

1. Respond to contractor questions.
2. Prepare addenda information as required.

## CONSTRUCTION PHASE SERVICES

1. Contract administration related to IMEG scope of work including:
   a. Answer contractor questions and Requests for Information (RFIs).
   b. Prepare technical portions of Requests for Proposal (RFPs) for issue by others.
2. Review shop drawing submittals for items requested in the contract documents.
3. Conduct up to three job site observation(s) during construction, plus one final job site observation at the end of the construction period.
4. Owner/Architect/Contractor (OAC) meetings:
   a. Attend OAC meetings at the project site in conjunction with the job site observations listed above.
5. Prepare record documents based upon contractor-supplied as-installed documents, with no additional verification.

## LEED DOCUMENTATION

This project is planning to incorporate USGBC's Leadership in Energy and Environmental Design (LEED) standard. The following proposal deals with the additional documentation required to show compliance with the LEED Rating System.

Since the scope of this documentation depends on which points are pursued, we have based our services on the following preliminary evaluation of the project and those credits that appear appropriate for this project.

### LEED v4 - New Construction and Major Renovation

*GENERAL*

- Integrative Process
  *Energy modeling is required; provided by IMEG as described later*

*SUSTAINABLE SITES*

- Light Pollution Reduction

*WATER EFFICIENCY*

- PreReq - Outdoor Water Use Reduction
- PreReq - Indoor Water Use Reduction
- PreReq - Building-Level Water Metering
- Outdoor Water Use Reduction
- Indoor Water Use Reduction

*ENERGY AND ATMOSPHERE*

- PreReq - Fundamental Commissioning and Verification
  *Provided by IMEG as described later*
- PreReq - Minimum Energy Performance
  *Energy modeling is required; provided by IMEG as described later*
- PreReq - Building-Level Energy Metering
- PreReq - Fundamental Refrigerant Management
- Optimize Energy Performance
  *Energy modeling is required; provided by IMEG as described later*

*INDOOR ENVIRONMENTAL QUALITY*

- PreReq - Minimum Indoor Air Quality Performance
- Low-Emitting Materials
- Construction Indoor Air Quality Management Plan
  *Specification requirements and review of contractor plan during construction; implementation and documentation to be by contractors*
- Indoor Air Quality Assessment
  *Specification requirements and review during construction; performance of testing or documenting flush shall be by others or contractors and confirmed during commissioning*
- Thermal Comfort

- Interior Lighting
- Daylight

*INNOVATION*

- Innovation
- LEED Accredited Professional

Where appropriate, the above requirements will be integrated into the systems design and shown on the drawings and specifications. In some cases, foundational calculations and documents will be developed that would not normally be required *except* for the LEED process. Some credits above require only an online declarative, indicating the component has been included into the building construction, but some will require upload of supporting information, documents, and drawings.

LEED components shown shaded above may not be feasible due to cost or building design type, but we have included here since a scorecard is not available. If the plan changes substantially, fees can be adjusted as required.

Assumptions related to LEED:

1. The Architect will serve as the primary LEED consultant for this project, including coordinating, monitoring, tracking, and collecting the various bits of information and documentation needed for submittal to the United States Green Building Council (USGBC). IMEG will be responsible for uploading and managing information related to credits assigned as consistent with the above listing.
2. LEED components will be incorporated into the project as the basis of design.
3. Commissioning will be provided by IMEG for Fundamental Commissioning only. Refer to other parts of this Proposal for fee and scope.
4. IMEG is not the acoustical consultant for the project. IMEG will collaborate with the consultant related to acoustic requirements, constraints, and LEED credits that may be pursued. Acoustic requirements will be provided to IMEG to incorporate into HVAC design.
8. Energy modeling to be provided by IMEG. Refer to other parts of this Proposal for fee and scope.
9. Daylight modeling will be provided by a separate consultant, not IMEG. We will collaborate with the consultant to provide information on systems and capacities related to the mechanical and electrical systems. We understand that IMEG will take partial responsibility for contributing to this analysis, but will require an energy model to be developed by the separate consultant to complete the associated credits.
10. Certification will require input and effort from the Owner, Architect, and IMEG, as well as other consultants, contractors, and parties associated with this project. Also, sustainable design often requires new technologies that may not perform as expected or may require additional effort during startup, commissioning, and ongoing operation. These issues should be discussed with the Owner prior to implementation.
11. The Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED certification processes and procedures as determined by the

USGBC. These procedures are outside the control of IMEG, may not be uniformly implemented, and may be subject to change at any time.

12. IMEG cannot guarantee LEED certification or the actual performance of the building based on the design drawings, specifications, or the actual resource use based on conceptual consumption modeling, nor can it guarantee certain performance levels anticipated through the LEED certification process.
13. The signing of declaration/affirmation for the purposes of LEED Certification with the USGBC is considered an Owner/Client service benefit and, as used to this effort, the words certify, affirm, and declare shall mean an expression of IMEG's professional opinion to the best of its information, knowledge, and belief, and does not constitute a warranty or guarantee.
14. LEED components submitted to the USGBC will require no more than one clarification or appeal.
15. Fees related to registration, applications, Credit Interpretation Requests (CIRs), or appeals will be considered reimbursable expenses.

## ENERGY MODELING

Energy modeling is required to document those prerequisites and credits noted in the LEED Documentation Section of this Proposal. Most work required is for the Energy and Atmosphere credits to demonstrate code compliance and energy savings over a code baseline. This modeling will include energy usage and cost calculations related to energy-using systems. An energy savings goal will be set early in the project that is consistent with the proposed building envelope and conceptual systems and the project budget.

The scope of energy modeling includes:

1. Schematic Design:
    a. Develop a preliminary energy consumption model of the baseline building.
    b. Develop a preliminary energy consumption model of the proposed building incorporating preliminary energy saving design concepts to determine approximate energy savings and possible LEED credits.
    c. Analyze up to three major system types to confirm overall direction of the project at an early stage of design.
2. Design Development:
    a. Perform an additional iteration of the baseline and proposed building energy models based on the Design Development documents.
    b. Analyze three energy efficiency measures relating to the building mechanical, electrical, or envelope systems as the design develops. These measures will be identified by the design team and the Owner.
    c. Energy analysis results will be communicated to the team in a brief report or presentation. It is anticipated the design team will make decisions based on these results and incorporate the decisions into the final design.

3. Construction Documents:
   a. Develop a final energy consumption model of the baseline and proposed buildings based on the 100% Construction Documents to determine probable LEED credits.
   b. Complete required LEED online documentation and submittal information.
   c. Respond to one credit audit from the GBCI related to credits pursued under the LEED Documentation section of this Proposal. Further correspondence or appeals will be considered additional services.

Assumptions related to Energy Modeling:

1. Modeling will be performed in compliance with ASHRAE 90.1 Appendix G guidelines as required by LEED.
2. An approved energy simulation software package (as required by LEED) will be used for energy consumption simulation.
3. Information pertaining to the systems that impact the building energy consumption that are not designed by IMEG (envelope characteristics, equipment loads, etc.) will be made available to IMEG prior to each energy model simulation.
4. IMEG cannot guarantee the actual performance of the building based on the design drawings, specifications, or the actual resource use based on conceptual consumption modeling. Actual building operation, annual climate conditions, and other factors are outside the control of IMEG, may not be uniformly implemented, and may be subject to change at any time. Energy modeling results are an expression of IMEG's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee.

## COMMISSIONING SCOPE

We will comply with the scope requirements as identified in the Scope of Work. The following description of services confirms this intent and provides some additional information.

### Systems To Be Commissioned

The design has not yet been developed. Based on our experience commissioning similar size and type of market type buildings, we have estimated the following commissioned systems, equipment, and quantities.

| Equipment/System | Quantity | Sampling Strategy[1] |
|---|---|---|
| Office HVAC Systems | 2 | 100% |
| Maintenance Bay Make-Up and Exhaust | 1 | 100% |
| Storage and Maintenance Heating Systems | 4 | 100% |
| General Building Exhaust | 2 | 100% |
| Lighting and Controls | | 100% |

[1] All equipment will be commissioned at 100% unless noted otherwise.

Verification of the commissioned equipment and systems consists of testing to confirm they perform the intended functions through various modes of operation. Tests are typically performed by overriding temperature, flow, pressures, or adjusting setpoints in the building control system (or at the local controls for standalone controlled equipment) to simulate conditions in the sequence of operations. The response of the system will be observed at the graphic workstation or in the field, and documented on test procedure forms.

We propose the following scope of work from design through occupancy phases:

## Design Phase

*Fundamental Commissioning Requirements*

1. Review the Owner's Project Requirements (OPR), developed by the Owner:
    a. Requirements for exterior enclosures are limited to inclusion in the OPR as well as review of the OPR. NIBS Guideline 3-2012 for Exterior Enclosures provides additional guidance.
2. Review the Basis of Design (BOD), developed by the design team, to measure against the performance requirements outlined in the OPR:
    a. Requirements for exterior enclosures are limited to inclusion in the BOD as well as review of the BOD. NIBS Guideline 3-2012 for Exterior Enclosures provides additional guidance.
3. Coordinate and integrate commissioning requirements into the project specifications prepared by the project client and design engineers.
4. Develop and implement a Commissioning Plan:
    a. IMEG will develop the Cx Plan with the Owner's and user's direct input based on their expectations. We will manage the process throughout design and construction, making updates to the Plan as required.
5. Review of the project design with respect to the Building Exterior Enclosure. NIBS Guideline 3-2012 for Exterior Enclosures provides additional guidance.
6. Conduct a review of the design documents against the OPR and BOD to verify that the program's goals are properly included in the design documents.
    a. Conduct one independent review at the mid-design documents so that the project team has time to make any necessary changes.
    b. Record the review comments in an issues log.
    c. Provide one backcheck review at the construction document phase (approximately 95% complete).
    d. Design review meetings are not included.

## Construction Phase

*Fundamental Commissioning Requirements*

1. Plan and conduct one commissioning kickoff meeting and distribute minutes to the commissioning team.
    a. Organize the commissioning process components and conduct one pre- (or early) construction meeting where commissioning process requirements are reviewed with the commissioning team.
2. Coordinate the commissioning work with the General Contractor and/or Construction Manager to ensure that commissioning activities are included in their master schedule. These activities will be communicated to all necessary parties.
3. Perform five site visits, as coordinated with the above-mentioned meetings, during construction to observe component and system installations. IMEG will issue a Field Observation Report (FO) after each site visit. Additional site observation activities coordinated with our activities on site will include:
    a. Observe a representative portion of the contractor's equipment startup procedures and witness a random sampling of the startup and initial checkout performed by the contractors on major commissioned equipment.
    b. Observe a representative portion of the checkout procedures performed by the Temperature Controls Contractor to ensure the system is ready for test and balance and Functional Testing to proceed.
4. Maintain a Commissioning Issues Log.
    a. The Issues Log will be used to document and track deficiencies identified during the Cx process and will include issue status, responsible party, and issue resolution.
5. Develop project and equipment specific checklists based on the project documents, submittals, and lessons learned. These documents will be managed and completed by the contractors, and then accepted by the Commissioning Authority (CxA).
    a. Statistically sample completion of construction checklists on a periodic basis to verify the contractor's progress.
6. Develop project and equipment specific Functional Performance Test (FPT) procedures based on the project documents, submittals, and lessons learned.
    a. With necessary assistance and review from installing contractors, we will customize the test procedures and submit to the design and construction teams for review.
    b. These documents will be executed by the vendors, subcontractors, and IMEG. IMEG will manage and document.
    c. IMEG will defer acceptance of the related systems and equipment on the Owner's behalf until after successful completion of the FPTs.
7. Perform Functional Procedures during both the heating and cooling season; however, some overwriting of control values to simulate conditions may be used if appropriate.
    a. Any additional needed retesting will be performed as an additional service to the Owner.
    b. Identify all seasonal testing required and identify in the Action Items Log.

## Occupancy and Operations Phase

*Fundamental Commissioning Requirements*

1. Schedule and verify any deferred seasonal testing by the contractor.
2. Develop a Final Commissioning Report. This final deliverable will encompass all commissioning project documentation.
3. Prepare and maintain a Current Facility Requirements (CFR) and Operations and Maintenance (O&M) plan that contains the information necessary to operate the building efficiently. This information is covered in the OPR, BOD, and functional test scripts, but more information may be taken from specific submittals or equipment Operations and Maintenance manuals.

## Commissioning Assumptions

1. IMEG will complete the services indicated above, but will require the contractors to operate the systems and provide any required specialized equipment.
2. An independent testing and balancing contractor, retained by others, will be included in the project.
3. Real-time building performance and energy analysis associated with the MBCx plan will be performed by others, furnished by the Owner.
4. Site visits and meetings required above and beyond what is stated in this Proposal will be addressed with the client and will be considered additional services.
5. IMEG will be given remote viewing access to the building automation system during the testing phase. This allows IMEG to comprehensively evaluate longer term trending of systems performance.
6. IMEG is entitled to rely upon the completeness and accuracy of all information provided by the Owner/Design Team. IMEG shall not be held responsible in any way for errors or omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating IMEG's recommendations into the project reports, drawings, or specifications.
7. The Architect will serve as the primary LEED consultant for this project, including coordinating, monitoring, tracking, and collecting the various bits of information and documentation needed for submittal to the United States Green Building Council (USGBC). IMEG will be responsible for uploading and managing information related to commissioning.
8. IMEG cannot guarantee LEED certification or the actual performance of the building based on commissioning, nor can it guarantee certain performance levels anticipated through the LEED certification process.

## COMMISSIONING ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. LEED v4 Enhanced Commissioning Credit Option 1: Path 2 - Enhanced and Monitoring Based Commissioning. Path 1 needs to be accepted and then the requirements for the additional one point can be achieved. This is often appropriate for projects that are energy intensive and will benefit from real-time data and the ability to track trends. The additional first costs may be offset by maintaining the proper energy usage over time.
2. LEED v4 Enhanced Commissioning Credit Option 2 - Envelope Commissioning. For an additional two points, this credit can be added, regardless if Option 1 (either path) is attempted.
3. Commissioning of systems and equipment (or quantities) not listed in the Proposal.
4. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
5. Verifying accuracy or completeness of record documents.
6. Review contractor's training program to be presented to the Owner. Perform systems level overview training, which provides design intent and systems operations to the maintenance personnel.
7. Support the Owner with development of specific equipment maintenance activities. Coordinate activities within the Owner's Computerized Maintenance Management System (CMMS).

## GENERAL ASSUMPTIONS

1. Exhibit A attached to this Proposal addresses the scope of service and responsibilities for 3D/Building Information Modeling (BIM).
2. Design, specifications, and drawings for building process systems, such as vehicle wash, paint booths, cranes or lifts, vehicle lifts, and vehicle fluid service systems will be provided by others, who will provide IMEG utility requirements similar to those described for Owner-supplied equipment as listed in Assumptions.
3. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
4. A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated personal/office equipment for each space will be provided to IMEG prior to completion of the Design Development phase.
5. Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.
6. Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.

7. Identification, testing, and/or removal of hazardous materials will be by others.
8. Sanitary sewer, storm sewer, natural gas, domestic water service, and fire protection water service with adequate capacity will be available 5'-0" outside of the building.
9. Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, storm water, storm water detention, natural gas, and sanitary sewer shall be the responsibility of others.
10. Electric and telecommunications utility raceways for each service provider, and branch feeds outside the building (site lighting, CCTV, security, outbuildings, etc.) will be provided to the Civil Engineer for coordination with the overall site design.
11. For all security management systems, electrified door hardware will be designed and specified by the Architect.
12. An independent cost estimator will be engaged by the Owner or Architect. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.
13. IMEG cannot guarantee the actual performance of the building based on the design drawings, specifications, or the actual resource use based on conceptual consumption modeling. Actual building operation, annual climate conditions, and other factors are outside the control of IMEG, may not be uniformly implemented, and may be subject to change at any time. Energy modeling results are an expression of IMEG's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee.
14. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
15. IT department shall provide IMEG with a list of network equipment to be installed within the Telecommunications closet.
16. In-Building Distributed Antenna Systems or facility radio design and/or consulting has not been included within this proposal.
17. Audio/Video presentation system design is not included within this proposal.

## COMPENSATION

We propose to provide the services described above for a fixed fee as follows:

| | |
|---|---|
| Mechanical and Electrical Engineering | $45,180 |
| Electrical Engineering | $30,120 |
| Technology Systems Design & CA | $20,000 |
| LEED© Design and Documentation | $24,000 |
| MEP Construction Admin | $15,300 |
| Energy Modelling | $14,000 |
| Fundamental Commissioning - Mechanical | $13,500 |
| Fundamental Commissioning - Electrical | $4,500 |
| Total Fee | $166,600 |

## PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.0 multiplier of actual cost:

1. Postage and delivery charges.
2. Travel expense: 57.5¢ per mile for auto (adjusted annually) and other out of pocket expenses.
3. Meals and lodging, when required to travel overnight.
4. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
5. Payment of plan review fees or other imposed governmental agency fees.
6. Necessary consultants as approved by Client.

## ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.
2. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
3. Structural design of any kind.
8. Telecommunications design to include Paging, Audio/Video presentation, In-Building Distributed Antenna and Radio System consulting, and telephone and network systems.
4. Creation of a separate technology equipment package for delayed issuance, necessitating the issuance of a separate rough-in package.
5. Our security design services will implement the system as desired and directed by the Client. The determination of a security solution, through a security audit and/or threat analysis, is an additional service.
6. Acoustical evaluation, design, or analysis of any kind.
7. Lightning protection system evaluation and design.
8. Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.
9. Life cycle cost analysis.
10. ASHRAE 90.1 Energy Standards confirmation or building modeling.
11. Assist in compliance with ASHRAE Standard 188-2015 Legionellosis: Risk Management for Building Water Systems.
12. Assistance with grants and other related funding applications.
13. Detailed fire protection drawings, fire pump design, and hydraulic calculations. Fire protection design does not include location or quantity of fire extinguishers/cabinets.

14. Revising equipment layout and connections, and floor plan modifications, after IMEG's construction drawings and specifications are complete.
15. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
16. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
17. Performing a confirmation site observation after the final job site observation (punch list) has been completed.

## GENERAL

The attached Terms and Conditions dated April 10, 2020 and Exhibit A are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via email to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

Joel D. DeHaven, PE
Client Executive | Principal
joel.d.dehaven@imegcorp.com

JDD/bnm
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## APMI ARCHITECTURE

Accepted:

_____
Signature

_____
Title

_____
Date

# TERMS AND CONDITIONS

**Standard of Care**: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

**Client Responsibilities**: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG personnel of such updates or changes in writing.

**Additional Services**: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

**Compensation**: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

**Performance:** Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing Engineer's processes and standards.

**Billing/Payment**: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

**Insurance**: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

**Certifications, Guarantees and Warranties**: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**Dispute Resolution**: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**Construction Means and Methods**: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's directors, employees, agents, or consultants.

**Construction Observation**: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

**Project Signs**: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

**Adjustments, Changes or Additions**: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Ownership:** All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission

of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

**Electronic Files:** The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

**Employment:** For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by Engineer, Client or their agents for the period of performance of this contract.

**Termination**: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

**Survivability**: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

**Limitation of Liability**: It is agreed that the Maximum Aggregate Liability of Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to Engineer for all work performed under this Agreement or $25,000. This limitation of liability has been agreed upon after Client and Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

**Risk Allocation:** IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions or negligence, will be limited to IMEG's general liability insurance coverage of $1,000,000.

**Hazardous Environmental Conditions**: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

**Buried Utilities**: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

**Boundary Conflict**: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

**Force Majeure**: Except as hereinafter provided, no delay or failure in performance by Client or IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG promptly shall notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

**Other Terms and Conditions:** The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by Engineer and Client.

**IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws**

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
    a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
        1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;

2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.

b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."

c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.

d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).

e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

# EXHIBIT A – BUILDING INFORMATION MODELING

For projects where IMEG will prepare and share a three-dimensional (3D) model of systems designed by IMEG, the following will apply:

1. The purpose of IMEG's model (hereafter referred to as 'the model') is to produce specifications and two-dimensional (2D) contract documents, bulletins, ASIs, RFIs, etc. suitable for bidding and construction.
2. It is the general intent for the model to be developed to the following levels:
   a. Schematic Design (SD): No modeling
   b. Design Development (DD): Generalized assemblies and systems with approximate size, shape, location, and orientation
   c. Construction Documents (CD): Assemblies and systems based on detailed engineering calculations with generally accurate size, shape, location and orientation
   d. As-Builts: By contractor
3. The model is only inclusive of those systems and trades designed by IMEG. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the contractor will route and locate utilities and equipment.
4. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.
5. The model is ***not*** intended for use in energy modeling, daylight analysis, rendering, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, or to resolve ***all*** collisions. These services can be included as Additional Services. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
6. Revit MEP 2020 will be used. Architectural models will be provided to IMEG in Revit Architecture 2020.
7. IMEG will update its model prior to major project milestones provided a model of the architectural systems is received in a timely manner prior to such milestones.
8. Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.
9. Firms exchanging models will endeavor to note or similarly highlight changes in their model from the prior version provided to the team.
10. Other firms preparing models to be shared with and from IMEG will work with IMEG to create custom views/visibility settings suited to each firm's needs for use throughout the project.
11. Reflected ceiling plans (RCPs) will be provided to IMEG by 50% DD for use in ceiling-mounted device and fixture design and layout. Final RCPs will be provided to IMEG by 50% CD.

12. For site design, AutoCAD files requiring only freezing of layers suitable for use as backgrounds will be provided to IMEG.
13. The contractor will be required to account for all items shown on the contract documents, regardless of whether and how they are included in the model.
14. The model may be provided to others, including contractors, with IMEG's prior written consent, with the understanding that the model is provided for their convenience and use at their own risk, with IMEG reserving all proprietary rights.
15. The contractor will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.
16. Updates to the model during construction, including as-built modeling, will be prepared by the contractor.

## ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Exchanging models in formats other than .RVT.
2. Customizing visibility of linked models for use in IMEG's model/construction documents.
3. Modeling and coordinating sprinkler heads with RCPs.
4. Revising ceiling-mounted devices and fixtures due to three or more changes in the reflected ceiling plans provided to IMEG prior to 50% CD.
5. Coordinating wall-mounted elements (plumbing fixtures, electrical switches and outlets, thermostats, etc.) with wall elevations.
6. Modeling smaller elements such as, but not limited to, mechanical piping 3/4" diameter and less, conduits, branch medical gas piping, ductwork flanges and insulation, piping insulation and valves, power and lighting controls, switches and starters, manufacturer specific geometries, housekeeping pads and curbs, loose lintels, bar joist bridging, support framing for ceiling-mounted equipment, and cold formed metal stud framing.

## ELEMENTS NOT INCLUDED

Elements not modeled by IMEG include equipment insulation, hangers, supports, and anchors; non-geometric information such as loads and pressures; testing/balancing; through penetration firestopping; underfloor air distribution systems; systems outside the building's footprint; cabling and wiring; baseplates and anchor rods; reinforcing bars; and pockets in walls for beams.

May 4, 2020

Adam Siros
APMI
8300 N Hayden Rd Ste A209,
Scottsdale, AZ 85258

Re: Pulliam Airport Snow Removal Equipment Building

Adam:

Whitman, Requardt and Associates, LLP (WRA) is pleased to submit our proposal to provide maintenance and operations master planning in support of the above project.

## 1.0 Background

**1.1** It is our understanding that the purpose of this effort is to prepare a final design for a new building to house snow removal equipment.

**1.2** We further understand that the Airport has completed a previous master plan that includes some elements related to the location of the facility on the airport property.

We have prepared a shopping list of services that can be provided by WRA for your consideration. We understand there is limited budget and offer you the opportunity to determine which of our services you deem to be the most important.

## 2.0 Scope of Services

**2.1** Task 1: Project Start-Up: WRA will attend a kick-off meeting. During the meeting WRA will review data, existing conditions and hold interviews with key staff.

**2.2** Task 2: Program Development:

- WRA will conduct on-site visits and interviews to develop a program for the facility. WRA efforts will focus on all operational areas within the facility and on the surrounding site. WRA will assist APMI in development of the programmatic requirements for offices and personnel spaces.
- WRA will prepare a rolling stock analysis to develop storage requirements to include storage environment (interior, exterior, covered, etc.), quantity of spaces required, and size of spaces required.
- WRA will prepare a space needs program in Microsoft Excel format to be incorporated in the final space program document prepared by APMI. The spreadsheet will define all interior and exterior operational areas and their square footage requirement.

**2.3** Task 4: Site and Facility Concepts: WRA will assist APMI in developing conceptual plans for the facility and site.

**2.4** Task 5: Specialty Equipment: WRA will prepare an equipment manual defining all specialty maintenance and storage equipment required to support this facility and its operation. The manual will include five sections.

- Equipment list including new and existing equipment with the following information:
  - Item number and description
  - Quantity

- Cost per unit
- Size
- Structural impact

- Electrical Utility Requirements matrix
- Mechanical Utility Requirements matrix
- Equipment cutsheets
- Manufacturing/Engineering data

**2.5** Task 6: Design Development:

- WRA will prepare draft specifications for specialty equipment as defined to be specified by WRA in the equipment manual.
- WRA will prepare an equipment layout drawing denoting the locations of all specialty equipment to be located within the facility. The equipment layout will be prepared on AutoCAD backgrounds provided by APMI.

**2.6** Task 7: Construction Development:

- WRA will prepare final specifications for specialty equipment as defined to be specified by WRA in the equipment manual.
- WRA will prepare a final equipment layout drawing denoting the locations of all specialty equipment to be located within the facility. The equipment layout will be prepared on AutoCAD backgrounds provided by APMI.

**2.7** Task 8: Bidding and Construction:

- Bidding
  - Review and respond to bidder's questions and requests for substitutions related to maintenance equipment specified by WRA
- Construction Administration
  - WRA will review shop drawings/submittals for equipment items specified by WRA.
  - WRA will respond to RFI's as necessary
  - WRA will conduct a final punch of specialty equipment.

## 3.0 Clarifications

**4.1** WRA is providing no Architectural or Engineering services as part of this scope of work.

**4.2** This scope includes three trips to Flagstaff: one for the project kick-off/ (2 days) one for programming (3 days) and one for the final punch (1 days)

**4.3** WRA liability will be limited to the value of our compensation.

## 4.0 Compensation

**5.1** Proposed Compensation provided in table below. Projected direct expenses will be billed as incurred not to exceed the proposed amount.

| | LABOR | | | | EXPENSES * | | | |
|---|---|---|---|---|---|---|---|---|
| | **Category** | **Hours** | **Rate** | **Cost** | | **Qty.** | **Rate** | **Cost** |
| **Task 1: Kick-Off** | | | | | | | | |
| *Hilton* | Maint/Ops Planner | 16 | 200.00 | 3,200.00 | Airfare | 1 rt | 1,200.00 | 1,200.00 |
| *Seymore* | Equipment Specialist | 0 | 140.00 | 0.00 | Per Diem | 2 days | 200.00 | 400.00 |
| | CAD | 0 | 75.00 | 0.00 | Car Rental | 2 day | 70.00 | 140.00 |
| | | | | | Miscellaneous directs | | | 200.00 |
| | subtotal | | | 3,200.00 | subtotal | | | 1,940.00 |
| **Task 2: Programming** | | | | | | | | |
| *Hilton* | Maint/Ops Planner | 40 | 200.00 | 8,000.00 | Airfare | 1 rt | 1,200.00 | 1,200.00 |
| *Seymore* | Equipment Specialist | 0 | 140.00 | 0.00 | Per Diem | 3 days | 200.00 | 600.00 |
| | CAD | 0 | 40.00 | 0.00 | Car Rental | 3 day | 70.00 | 210.00 |
| | | | | | Miscellaneous directs | | | 50.00 |
| | subtotal | | | 8,000.00 | subtotal | | | 2,060.00 |
| **Task 3: Conceptual Plans** | | | | | | | | |
| *Hilton* | Maint/Ops Planner | 20 | 200.00 | 4,000.00 | Airfare | 0 rt | 1,200.00 | 0.00 |
| *Seymore* | Equipment Specialist | 0 | 140.00 | 0.00 | Per Diem | 0 days | 150.00 | 0.00 |
| | CAD | 0 | 75.00 | 0.00 | Car Rental | 0 day | 70.00 | 0.00 |
| | | | | | Miscellaneous directs | | | 200.00 |
| | subtotal | | | 4,000.00 | subtotal | | | 200.00 |
| **Task 4: Specialty Equipment** | | | | | | | | |
| *Hilton* | Maint/Ops Planner | 8 | 200.00 | 1,600.00 | Airfare | 0 rt | 1,400.00 | 0.00 |
| *Seymore* | Equipment Specialist | 0 | 140.00 | 0.00 | Per Diem | 0 days | 150.00 | 0.00 |
| | CAD | 40 | 75.00 | 3,000.00 | Car Rental | 0 day | 70.00 | 0.00 |
| | | | | | Miscellaneous directs | | | 200.00 |
| | subtotal | | | 4,600.00 | subtotal | | | 200.00 |
| **Task 5: Design Development** | | | | | | | | |
| *Hilton* | Maint/Ops Planner | 8 | 200.00 | 1,600.00 | Airfare | 0 rt | 1,400.00 | 0.00 |
| *Seymore* | Equipment Specialist | 4 | 140.00 | 560.00 | Per Diem | 0 days | 150.00 | 0.00 |
| | CAD | 40 | 75.00 | 3,000.00 | Car Rental | 0 day | 70.00 | 0.00 |
| | | | | | Miscellaneous directs | | | 200.00 |
| | subtotal | | | 5,160.00 | subtotal | | | 200.00 |
| **Task 6: Construction Documents** | | | | | | | | |
| *Hilton* | Maint/Ops Planner | 8 | 200.00 | 1,600.00 | Airfare | 0 rt | 1,400.00 | 0.00 |
| *Seymore* | Equipment Specialist | 4 | 140.00 | 560.00 | Per Diem | 0 days | 150.00 | 0.00 |
| | CAD | 40 | 75.00 | 3,000.00 | Car Rental | 0 day | 70.00 | 0.00 |
| | | | | | Miscellaneous directs | | | 200.00 |
| | subtotal | | | 5,160.00 | subtotal | | | 200.00 |
| **Task 7: Bidding and Construction** | | | | | | | | |
| *Hilton* | Maint/Ops Planner | 16 | 200.00 | 3,200.00 | Airfare | 1 rt | 1,400.00 | 1,400.00 |
| *Seymore* | Equipment Specialist | 0 | 140.00 | 0.00 | Per Diem | 2 days | 150.00 | 300.00 |
| | CAD | 40 | 75.00 | 3,000.00 | Car Rental | 2 day | 70.00 | 140.00 |
| | | | | | Miscellaneous directs | | | 200.00 |
| | subtotal | | | 6,200.00 | subtotal | | | 2,040.00 |
| | **grand total labor and expenses** | | | **$43,160.00** | | | | |

We look forward to providing our services to your office on this important planning project. If you have any questions or comments regarding our proposal, please contact us, at your convenience to discuss them.

Very truly yours,

Whitman, Requardt and Associates, LLP

Ronald J Hilton
Senior Vice President

May 5, 2020

Adam Siros
APMI, Inc.
8300 N. Hayden Road
Scottsdale, AZ 852582481

**RE: Proposal for Geotechnical Investigation**
**Pulliam AP Snow Equipment Removal Building**
**6200 S. Pulliam Drive**
**Flagstaff, AZ**
**Proposal No. 72887SF**

Dear Mr. Siros:

We are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of an approximately 30,000 square foot snow equipment storage building. Construction is assumed to be high bay metal framing utilizing slab-on-grade. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped or paved to support moderate passenger and light truck traffic. Landscaped areas will be utilized for storm water retention and disposal.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling 7 structural borings and 3 pavement borings to depths of 20 and 5 feet below existing ground surface, respectively, or refusal, whichever comes first. Drilling and laboratory services will be sub-contracted to ACS Services LLC. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered. It is assumed that all field work will take place during regular business hours, and that escorts will be provided for field work taking place within airport security areas.

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.

2. Alternate foundation systems and design data, if indicated by soil conditions.

3. Settlement estimate for each foundation system considered.

4. Lateral pressures on temporary and permanent retaining and foundation walls.

5. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.

6. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.

7. Pavement design to provide economy and adequate service.

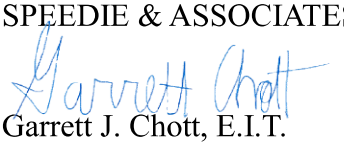
8. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.

9. Local excavation and trenching conditions and stability considerations.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. We propose to provide the services set forth herein for a lump sum amount of **$9,275.00**, which includes all testing, engineering and reimbursable expenses and 2 copies of the report. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of $15.00 per report. Time from authorization to proceed to final report submittal at this time is on the order of 7 to 8 weeks following our receipt of this signed proposal (authorization to proceed). This time frame does not include delays due to inclement weather or delays in the field not caused by Speedie & Associates and subcontractors.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy, and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES



Garrett J. Chott, E.I.T.

APPROVED AND ACCEPTED
For: APMI, Inc.

By: _____

Print Name: _____

Date: _____

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

# ENGINEERING SERVICES

## *Northern Arizona 2018 Fee and Rate Schedule*

*Fees for services will be based upon the time worked on the project at the following rates:*

| Title | Rate Per Hour |
|---|---|
| Principal | $ 150.00 |
| Project Manager | 110.00 |
| Sr. Geologist/Engineer | 110.00 |
| Project Engineer/Geologist | 100.00 |
| Environmental Specialist | 90.00 |
| Special Inspector (Architectural) | 85.00 |
| Special Inspector (Structural/Geotechnical) | 85.00 |
| Staff Engineer/Geologist | 85.00 |
| Sr. Engineering Technician | 75.00 |
| Draftsman | 65.00 |
| Materials Testing Technician | 55.00 |
| Clerical/Administrative | 50.00 |

**REIMBURSABLE EXPENSES**
Light Truck Mileage Rate: $0.50 per mile
The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

**TEST BORINGS AND FIELD INVESTIGATIONS**
On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

**SUBCONTRACTORS/SUBCONSULTANTS CHARGES**
Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

**SPECIAL RATES**
The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders
- Night Shift

**EXPERT WITNESS**
Deposition and testimony; 4-hour minimum, $250.00 per hour.

***The following Terms and Conditions are included and hereto made a part of this agreement.***



**Initials _____**
**Initials _____**

SPEEDIE AND ASSOCIATES
Geotechnical ■ Environmental ■ Materials Engineers

# TERMS AND CONDITIONS

## 1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

## 2. SCOPE OF SERVICES

### 2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

### 2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

## 3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

## 4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

## 5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

## 6. INDEMNIFICATION

### 6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.



**Initials _____**
**Initials _____**

### 6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

## 7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to $50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

## 8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

## 9. SAMPLE DISPOSAL

### 9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

### 9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

## 10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

## 11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.



**Initials _____**
**Initials _____**

# Flagstaff Airport Snow Removal Equipment Building
# Architectural Design
# Kimley-Horn Scope of Services

This scope of services is for Kimley-Horn's (or Consultant's) support of the architectural design of a new snow removal equipment (SRE) building at Flagstaff Pulliam Airport (FLG or Airport). Kimley-Horn is a sub consultant to APMI, Inc. (Prime Consultant) who is contracted by the City of Flagstaff (Client). Kimley-Horn's role on this project is to help inform APMI of the overall preliminary space requirements of the SRE building to support FLG's operations.

The SRE building will be a new building with both airside and landside access. The SRE building houses snow removal equipment in a climate-controlled environment. At FLG, airport staff are responsible for clearing the airfield, landside access roads, vehicle parking areas, and rental car "ready line." Therefore, the facility requires direct access to both the airside and landside. The building should be of sufficient size to accommodate forecasted growth in the 2018 Master Plan and the associated expanded facilities in the same plan. It is also understood that the SRE building may contain other airport support functions such as airport maintenance. Recommendations were made in the 2018 master plan to combine other uses with the SRE building. These uses are to be defined by the Client.

## 1. Project Management

This task is for Consultant's internal project management activities. Specific activities are, coordination with project team members, developing project invoices and project progress reports (as reasonably appropriate), updating project schedule for Consultant's tasks, monitoring and tracking Consultant's project and task budgets, and associated office expenses.

## 2. Meetings

The following meetings are provided in this scope of services. Any additional meetings will be billed for as Additional Services.

### 2.1. PROJECT TEAM COORDINATION MEETINGS

Consultant assumes that regular coordination meetings will be held for the duration of the project. These meetings are to be either teleconferences, Microsoft Teams, or some other form of virtual meeting and no travel is required. These meetings will be established, coordinated, and lead by the Prime Consultant. Consultant's participation will occur, as requested by the Prime Consultant, for the duration of Consultant's provided services. Consultant will participate in up to a total of 12 coordination meetings, one hour in duration. One member of the Consultant team will attend these meetings.

### 2.2. SITE VISIT/INTERVIEWS WITH AIRPORT OPERATIONS

This task is a one-day long site visit plus travel time to meet with airport management, airport operations, and airport maintenance staff. The purpose of this meeting is to understand the Client's intended uses of the new SRE building, equipment to be stored, and clarify areas the Client is responsible for clearing snow. Office space requirements to be contained within the new SRE building will also be discussed in the interviews. One member of the Consultant team will attend these meetings. The Prime Consultant will be responsible for arranging these meetings with the Client. Consultant will take notes for internal purposes only. Formal meeting minutes, if required, will be the responsibility of the Prime Consultant.

### 2.3. CONFIRM SPACE REQUIREMENTS

Once the space requirements are identified, a meeting will be held with the Client to review and refine the requirements. This meeting is to be held at the airport and be attended in person by the Consultant. The Client or Prime Consultant will be responsible for meeting room logistics, note taking and meeting minutes. This task incorporates travel time by the Consultant. One member of the Consultant team will attend these meetings.

## 3. Review Documentation

The Consultant will review the following documentation. These documents are to be provided to the Consultant by the Prime Consultant. The Consultant is entitled to rely on the completeness and accuracy of these documents.

- 2018 Airport Master Plan
- Current Airfield Certification Manual
- Snow and Ice Removal Plan
- Airport Capital Improvement Plan
- Snow Removal Equipment Replacement Plan(s)
- Snow Removal Equipment List
- Airport Maintenance Equipment List

## 4. Develop Space Requirement

Based upon the interviews conducted in Task 2.2 and information collected from the documents provided by the Prime Consultant listed in Task 3, a table, with supporting narrative, will be developed of the space requirements for the SRE building. These will be requirements for the equipment stowage and Client defined maintenance area and office space allocations. Space requirements will not be developed for building support functions such as mechanical rooms or electrical rooms. These are the responsibility of the Prime Consultant

*Deliverable:* Technical memorandum with a table defining the space requirements of the SRE building.

## 5. Additional Services

Additional services the Consultant can provide include but are not limited to the following:

- Title 14 Code of Federal Regulations Part 77 review of the SRE building
- Filing of FAA Form 7460-1 for the new SRE building
- Filing of FAA Form 7460-1 for temporary construction equipment associated with erecting the new SRE building

**Schedule:**

Consultant assumes that these tasks will be completed within three months of receipt from the Prime Consultant of a contract execution, notice to proceed, and receipt of documents specified in Section 3. The Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, Prime Consultant, third parties, or governmental agencies. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the Prime Consultant, the Client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to the Prime Consultant or the Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

**Compensation:**

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Prime Consultant; should the Prime Consultant request Kimley-Horn to advance any such project fees on the Prime Consultant's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Prime Consultant.

| | | |
|---|---|---|
| Task 1 | Project Management | $6,500 |
| Task 2 | Meetings | $25,200 |
| Task 3 | Review Documentation | $15,300 |
| Task 4 | Develop Space Requirements | $20,000 |
| | | |
| Total Lump Sum Fee | | $67,000 |

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. The Prime Consultant will promptly invoice the Client for the Consultant's services and shall use reasonable and diligent efforts to collect payment from the Client. The Prime Consultant shall pay the Consultant within 25 days after receiving payment from Client. Regardless of whether the Client pays the Prime Consultant in full, the Prime Consultant shall pay the Consultant for all undisputed invoices within a reasonable time after the completion of the Consultant's services under this Agreement.

**EXHIBIT B**

**CITY OF FLAGSTAFF**
**STANDARD TERMS AND CONDITIONS**

## IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **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.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **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

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this 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. 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.

8. **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.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **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.

11. **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.

12. **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.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **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.

15. **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.

16. **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

17. **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 were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **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, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **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 this 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.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. **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 City.

22. **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 City.

23. **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 City or fees and charges owed to City under this Contract.

24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

## SERVICES

25. **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.

26. **CONTROL:** Contractor shall be responsible for the control of the work.

27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. **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.

29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. **ACCEPTANCE:** If work is rejected by the City 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.

31. **WARRANTY:** Contractor warrants all work for a period of one (1) 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

**32. RECORDS:** 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.

**33. 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.

**34. PUBLIC RECORDS:** This 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.

**35. 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, INSURANCE

**36. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

**37. INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

**38. INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for 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 this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

## CONTRACT CHANGES

**39. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

**40. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.

**41. AMENDMENTS:** This Contract may be amended by written agreement of the parties.

**42. SEVERABILITY:** If any term or provision of this 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 this Contract shall remain in full force and effect.

**43. NO WAIVER:** Each party has 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.

**44. ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

**45. BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

## EMPLOYEES AND SUBCONTRACTORS

**46. SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if 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.

**47. NONDISCRIMINATION:** Contractor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, pregnancy, religion, sex, sexual orientation, gender identity, genetic information, age, national origin, disability, veteran status, caregiving responsibilities, or familial status shall have equal access to employment opportunities. Contractor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Pregnancy Discrimination Act of 1978, Americans with Disabilities Act of 2008 as amended, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Age Discrimination and Employment Act of 1967 as amended, Genetic Information Nondiscrimination Act of 2008. In addition, any Contractor shall also comply with City Code, Chapter 14-02, Civil Rights which prohibits discrimination based upon sexual orientation, or gender identity or expression.

48. **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 personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor 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

50. **TERMINATION FOR DEFAULT:** Prior to terminating this 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 Contract remedies provided for herein.

51. **CITY REMEDIES:** In the event of Contractor's default, 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. 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.

52. **CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. **SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this 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, this 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 this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by 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 this 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 this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. 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 this 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 ("Gratuities") in connection with award or performance of the Contract.

59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

**MISCELLANEOUS**

60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. **NOTICES:** All notices given pursuant to this 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 (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.

64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

**65. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

## EXHIBIT C

## INSURANCE

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 this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   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
      Combined Single Limit Per Accident
      for Bodily Injury & Property Damage $1,000,000

   d. Workers' Compensation and Employer's Liability

      | | |
      |---|---|
      | Workers' Compensation | Statutory |
      | Employer's Liability: Each Accident | $500,000 |
      | Disease - Each Employee | $500,000 |
      | Disease - Policy Limit | $500,000 |

   e. Professional Liability $2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

Contractor shall be solely responsible for any self-insured retention amounts. 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.

5. Other Insurance Requirements. The 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 and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

   c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.

   d. Each Insured. The Contractor's insurance 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 the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, 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 Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Matthew Luhman
   Contract No. 2020-54
   Purchasing Section
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. 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 the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this 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 project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. 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 this Contract at any time. 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 this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this 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.

**EXHIBIT D**

**GRANT PROVISIONS**

**(Found on following pages)**

# GRANT PROVISIONS

| | |
|---|---|
| **Sponsor:** | **City of Flagstaff** |
| **Funding Agency:** | **U.S. Department of Transportation, Federal Aviation Administration** |
| **Grant Project Title:** | **Flagstaff Airport – Design Snow Removal Equipment Building (SREB)** |
| **AIP Grant Number:** | **3-04-0015-044** |

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

# FEDERAL CERTIFICATIONS

- A4 - Buy American Preference - Title 49 U.S.C., § 501101
- A11 - Suspension and Debarment Requirement For All Contracts Over $25,000 – 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5
- A12 - Disadvantaged Business Enterprise Participation – 49 CFR part 26
- A18 – Lobbying and Influencing Federal Employees – 31 USC § 1352 Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A
- A26 - Trade Restriction Certification – 49 USC § 50104, 49 CFR part 30

# A4 - CERTIFICATE OF BUY AMERNCIAN COMPLIANCE-MANUFACTURED PRODUCTS

## PULLIAM AIRPORT
## FLAGSTAFF, ARIZONA

## DESIGN SNOW REMOVAL EQUIPMENT BUILDING

## FAA AIP Project Number: 3-04-0015-44

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver –** Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| _____ | _____ |
| Date | Signature |
| _____ | _____ |
| Company Name | Title |

**NOTE: Failure to complete the blanks may be grounds for rejection of the bid.**

# A11 - CERTIFICATION OF LOWER TIER CONTRACTORS REGRADING DEBAREMENT

## PULLIAM AIRPORT
## FLAGSTAFF, ARIZONA

## DESIGN SNOW REMOVAL EQUIPMENT BUILDING

## FAA AIP Project Number: 3-04-0015-44

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

| | |
|---|---|
| _____ | _____ |
| Date | Signature |
| _____ | _____ |
| Company Name | Title |

**NOTE: Failure to complete the blanks may be grounds for rejection of the bid.**

# A12 - ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

## PULLIAM AIRPORT
## FLAGSTAFF, ARIZONA

## DESIGN SNOW REMOVAL EQUIPMENT BUILDING

## FAA AIP Project Number: 3-04-0015-44

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the bid.

### BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment **within five days after bid opening**.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Flagstaff to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29**) **–** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from City of Flagstaff. The prime contractor agrees further to return

retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Flagstaff. This clause applies to both DBE and non-DBE subcontractors.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a **DBE participation of _____ percent** of the amount of this bid. Bidder further gives assurance that bidder has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, and the steps bidder has taken to obtain DBE participation.

**The Overall Current DBE Goal is 8.05%** **Race Conscious 0% / Race Neutral 8.05%**

_____ _____

Date Signature

_____ _____

Company Name Title

**NOTE: Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal. A bid that fails to meet these requirements may be considered grounds for rejecting the bid.**

# A18 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

## PULLIAM AIRPORT
## FLAGSTAFF, ARIZONA

## DESIGN SNOW REMOVAL EQUIPMENT BUILDING

## FAA AIP Project Number: 3-04-0015-44

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

| | |
|---|---|
| _____ | _____ |
| Date | Signature |
| _____ | _____ |
| Company Name | Title |

**NOTE: Failure to complete the blanks may be grounds for rejection of the bid.**

# A26 - TRADE RESTRICTION CERTIFICATE TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

**PULLIAM AIRPORT**
**FLAGSTAFF, ARIZONA**

**DESIGN SNOW REMOVAL EQUIPMENT BUILDING**

**FAA AIP Project Number: 3-04-0015-44**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification

of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

**NOTE: Failure to complete the blanks may be grounds for rejection of the bid.**

# APPENDIX A – CONTRACT PROVISIONS

## A1 ACCESS TO RECORDS AND REPORTS

### A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

### A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

**Contract Types** – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

### A1.3 CONTRACT CLAUSE

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## A2 AFFIRMATIVE ACTION REQUIREMENT

### A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

### A2.2 APPLICABILITY

**Minority Participation.** Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "Participation Goals for Minorities and Females". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

**Female Participation.** Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

**Contract Types** –

*Construction* – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

*Equipment* – The sponsor must incorporate this notice in any equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and snow removal vehicles).

*Professional Services* – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds $10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

*Property/Land* – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds $10,000. Examples include demolition of structures or installation of boundary fencing.

**Use of Provision – MANDATORY TEXT.** The sponsor must:

(a) Incorporate the text of this provision in its solicitations without modification.
(b) Incorporate the applicable minority participation goal and the covered area by geographic name.
(c) Not simply insert a reference to the 1980 Federal Register Notice.

### A2.3 SOLICITATION CLAUSE

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

| | |
|---|---|
| Goals for minority participation for each trade: | **[*sponsor must insert established goal*]** Overall Goal 8.05% |
| Goals for female participation in each trade: | 6.9% |

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **[*sponsor must insert* *state, county, and city*]**. Arizona, Coconino County, and City of Flagstaff.

## A3 BREACH OF CONTRACT TERMS

### A3.1 SOURCE

2 CFR § 200 Appendix II(A)

### A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

**Contract Types** – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

### A3.3 CONTRACT CLAUSE

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the [*Contractor | Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor | Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor | Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor | Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor | Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## A4 BUY AMERICAN PREFERENCE

### A4.1 SOURCE

Title 49 USC § 50101

### A4.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest;
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

**Timing of Waiver Requests.** Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

**Buy American Conformance List.** The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

**Facility Waiver Requests.** For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

**Contract Types** –

*Construction and Equipment* – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured

goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

*Professional Services* – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

*Property* – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate "Certificate of Buy America Compliance" in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

## A4.3 SOLICITATION CLAUSE

### A4.3.1 Buy American Preference Statement

**BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

### A4.3.2 Certificate of Buy American Compliance – Total Facility

**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States; or
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

### A4.3.3 Certificate of Buy American Compliance – Manufactured Product

**Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

## A5 CIVIL RIGHTS - GENERAL

### A5.1 SOURCE

49 USC § 47123

### A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

**Contract Types** – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

**Use of Provision** – **MANDATORY TEXT**. There are two separate general civil rights provisions —one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

### A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

#### A5.3.1 Clause that is used for Contracts

**GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

**GENERAL CIVIL RIGHTS PROVISIONS**

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the

Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

# A6 CIVIL RIGHTS – TITLE VI ASSURANCE

## A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

## A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

### A6.2.1 Applicability of Title VI Solicitation Notice

| **Contract Clause** | **The Sponsor must include the contract clause in:** | **Clause Text is Included in Paragraph** |
|---|---|---|
| Title VI Solicitation Notice –<br>• Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30d of the Airport Sponsor Assurances | 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and<br>2) All sponsor proposals for negotiated agreements **regardless of funding source.** | A6.3.1 |
| Title VI Clauses for Compliance with Nondiscrimination Requirements<br>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30e.1 of the Airport Sponsor Assurances | Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities)<br>It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause. | A6.4.1 |

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|---|---|---|
| Title VI Required Clause for Property Interests Transferred from the United States<br>• Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30e.3 of the Airport Sponsor Assurances | As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.<br>This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract. | A6.4.2 |
| Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –<br>• Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30e.4a of the Airport Sponsor Assurances | As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program<br>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. | A6.4.3 |
| Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program<br>• Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30e.4b of the Airport Sponsor Assurances | In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program<br>This applies to agreements such as leases of concession space in a terminal. | A6.4.4 |
| Title VI List of Pertinent Nondiscrimination Acts and Authorities<br>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30e.2 of the Airport Sponsor Assurances | Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.<br>**This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.** | A6.4.5 |

### A6.3 SOLICITATION CLAUSE

**The sponsor must include this clause in:**

1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
2) All sponsor proposals for negotiated agreements **regardless of funding source.**

#### A6.3.1 Title VI Solicitation Notice

**Title VI Solicitation Notice:**

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## A6.4 CONTRACT CLAUSES

### A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

**Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

### A6.4.2 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE,** the Federal Aviation Administration as authorized by law and upon the condition that the (***Title of Sponsor***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), for the **(Airport Improvement Program or other program for which land is transferred),** and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (***Title of Sponsor***) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (***Exhibit A attached hereto or other exhibit describing the transferred property)*** and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (***Title of Sponsor***) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Sponsor***), its successors and assigns.

The (***Title of Sponsor***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

### A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

### A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## A7 CLEAN AIR AND WATER POLLUTION CONTROL

### A7.1 SOURCE

2 CFR § 200, Appendix II(G)

### A7.2 APPLICABILITY

**Contract Types** – This provision is required for all contracts and lower tier contracts that exceed $150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

### A7.3 CONTRACT CLAUSE

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

## A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

### A8.1 SOURCE

2 CFR § 200, Appendix II(E)

### A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

**Contract Types** –

*Construction* – This provision applies to all contracts and lower tier contracts that exceed $100,000, and employ laborers, mechanics, watchmen, and guards.

*Equipment* – This provision applies to any equipment project exceeding $100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

*Professional Services* – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

*Property* – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

**Use of Provision** – **MANDATORY TEXT.** Sponsors must incorporate this text without modification.

### A8.3 CONTRACT CLAUSE

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## A9 COPELAND "ANTI-KICKBACK" ACT

### A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

### A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

**Contract Types** –

*Construction* – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed $2,000.

*Equipment* – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g. SRE and ARFF vehicles).

*Professional Services* –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

*Property* –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

**Use of Provision – MANDATORY TEXT.** 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "contractor" for "consultant" in such instances.

## A9.3 CONTRACT CLAUSE

### COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## A10 DAVIS-BACON REQUIREMENTS

### A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

### A10.2 APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

**Contract Types** –

*Construction* – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

*Equipment* – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed $ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g. SRE and ARFF vehicles)

*Professional Services* – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

*Property* – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

*Fencing Projects* – Fencing projects that exceed $2,000 must include this provision.

**Use of Provision** – **MANDATORY TEXT.** 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

### A10.3 CONTRACT CLAUSE

**DAVIS-BACON REQUIREMENTS**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

## A11 DEBARMENT AND SUSPENSION

### A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

**Contract Types** – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

### A11.3 SOLICITATION CLAUSE

#### A11.3.1 Bidder or Offeror Certification

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### A11.3.2 Lower Tier Contract Certification

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## A12 DISADVANTAGED BUSINESS ENTERPRISE

### A12.1 SOURCE

49 CFR part 26

### A12.2 APPLICABILITY

A sponsor that anticipates awarding $250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

**Contract Types** – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

1) Clause in all solicitations for proposals for which a contract goal has been established,
2) Clause in each prime contract, and
3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

**Use of Provision** –

1. *Solicitations with a DBE Project Goal* – No mandatory language provided. 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.

2. *Solicitations Relying on Race-gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.

3. *Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED**. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.

4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

## A12.3 REQUIRED PROVISIONS

### A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

### A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

**DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** –

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

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

## A13 DISTRACTED DRIVING

### A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

### A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

**Contract Types** – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at $3,500).

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements.

### A13.3 CONTRACT CLAUSE

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## A14 ENERGY CONSERVATION REQUIREMENTS

### A14.1 SOURCE

2 CFR § 200, Appendix II(H)

### A14.2 APPLICABILITY

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

**Contract Types** – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements.

### A14.3 CONTRACT CLAUSE

**ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

## A15 DRUG FREE WORKPLACE REQUIREMENTS

### A15.1 SOURCE

49 CFR part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.,* as amended)

### A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

**Contract Types** – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

**Use of Provision** – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

### A15.3 CONTRACT CLAUSE

None.

## A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

### A16.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### A16.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

**Contract Types** –

*Construction* – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

*Equipment* – The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

*Professional Services* – The sponsor must include contract and specification language into all professional service agreements as required above.

*Property* – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

**Use of Provision** – **MANDATORY TEXT.** 41 CFR § 60-1.4 provides the mandatory ***contract*** language. 41 CFR § 60-4.3 provides the mandatory ***specification*** language. The sponsor must incorporate these clauses without modification.

## A16.3 MANDATORY CONTRACT CLAUSE

### A16.3.1 EEO Contract Clause

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### A16.3.2 EEO Specification

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

### A17.1 SOURCE

29 USC § 201, et seq

### A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

**Contract Types** – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

> *Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 USC § 201.The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

### A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor* | *Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor* | *Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

### A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

### A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Contract Types** – The sponsor must incorporate this provision into all contracts exceeding $100,000.

**Use of Provision** – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

### A18.3 CONTRACT CLAUSE

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## A19 PROHIBITION of SEGREGATED FACILITIES

### A19.1 SOURCE

41 CFR § 60

### A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

**Contract Types** – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

*Construction* – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

*Equipment* – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

*Professional Services* – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

*Property/Land* – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

### A19.3 CONTRACT CLAUSE

**PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

### A20.1 SOURCE

29 CFR part 1910

### A20.2 APPLICABILITY

**Contract Types** – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

### A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## A21 PROCUREMENT OF RECOVERED MATERIALS

### A21.1 SOURCE

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

### A21.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Contract Types** – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

*Construction and Equipment* – Include this provision in all construction and equipment projects.

*Professional Services and Property* – Include this provision if the agreement includes procurement of a product that exceeds $10,000.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

### A21.3 CONTRACT CLAUSE

**PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

## A22 RIGHT TO INVENTIONS

### A22.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

### A22.2 APPLICABILITY

**Contract Types** – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

### A22.3 CONTRACT CLAUSE

**RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## A23 SEISMIC SAFETY

### A23.1 SOURCE

49 CFR part 41

### A23.2 APPLICABILITY

**Contract Types** – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

*Professional Services*– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Construction* – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Equipment* – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

*Land* – This provision will not typically apply to a property/land project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 CFR part 41.

### A23.3 CONTRACT CLAUSE

#### A23.3.1 Professional Service Agreements for Design

**SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

#### A23.3.2 Construction Contracts

**SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## A24 TAX DELINQUENCY AND FELONY CONVICTIONS

### A24.1 SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### A24.2 APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

**Contract Types** – This provision applies to all contracts funded in whole or part with AIP.

**Use of Provision** – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

### A24.3 CONTRACT CLAUSE

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

> **Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.
>
> **Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## A25 TERMINATION OF CONTRACT

### A25.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### A25.2 APPLICABILITY

**Contract Types** – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

**Use of Provision** –

*Termination for Default* – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

*Termination for Convenience* – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

*Equipment, Professional Services, and Property* – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

### A25.3 CONTRACT CLAUSE

#### A25.3.1 Termination for Convenience

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### A25.3.2 Termination for Default

**TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

**TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## A26 TRADE RESTRICTION CERTIFICATION

### A26.1 SOURCE

49 USC § 50104

49 CFR part 30

### A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

**Contract Types** – The trade restriction certification and clause applies to all AIP funded projects.

**Use of Provision – MANDATORY TEXT.** 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

### A26.3 SOLICITATION CLAUSE

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## A27 VETERAN'S PREFERENCE

### A27.1 SOURCE

49 USC § 47112(c)

### A27.2 APPLICABILITY

**Contract Types** – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 USC § 47112.

### A27.3 CONTRACT CLAUSE

**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

# A4 - CERTIFICATE OF BUY AMERNCIAN COMPLIANCE-MANUFACTURED PRODUCTS

**PULLIAM AIRPORT**
**FLAGSTAFF, ARIZONA**

**DESIGN SNOW REMOVAL EQUIPMENT BUILDING**

**FAA AIP Project Number: 3-04-0015-44** specifying

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only ~~installing~~ steel and manufactured products produced in the United States;

b) ~~Installing~~ manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c) ~~Installing~~ products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

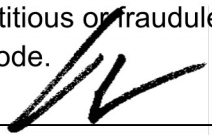
Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver –** Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| May 22nd, 2020 |  |
| Date | Signature |
| APMI, Inc. | Principal |
| Company Name | Title |

**NOTE: Failure to complete the blanks may be grounds for rejection of the bid.**

# A11 - CERTIFICATION OF LOWER TIER CONTRACTORS REGRADING DEBAREMENT

**PULLIAM AIRPORT**
**FLAGSTAFF, ARIZONA**

**DESIGN SNOW REMOVAL EQUIPMENT BUILDING**

**FAA AIP Project Number: 3-04-0015-44**

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

| | |
|---|---|
| May 22nd, 2020 | |
| Date | Signature |
| APMI, Inc. | Principal |
| Company Name | Title |

**NOTE: Failure to complete the blanks may be grounds for rejection of the bid.**

# A12 - ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

## PULLIAM AIRPORT
## FLAGSTAFF, ARIZONA

## DESIGN SNOW REMOVAL EQUIPMENT BUILDING

## FAA AIP Project Number: 3-04-0015-44

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the bid.

### BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment **within five days after bid opening**.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Flagstaff to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

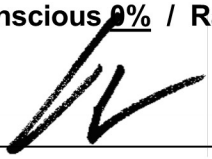
**Prompt Payment (§26.29**) **–** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from City of Flagstaff. The prime contractor agrees further to return

retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Flagstaff. This clause applies to both DBE and non-DBE subcontractors.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a **DBE participation of** 3.2 **percent** of the amount of this bid. Bidder further gives assurance that bidder has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, and the steps bidder has taken to obtain DBE participation.

**The Overall Current DBE Goal is 8.05%** **Race Conscious 0% / Race Neutral 8.05%**

May 22nd, 2020
Date


Signature

APMI, Inc.
Company Name

Principal
Title

**NOTE: Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal. A bid that fails to meet these requirements may be considered grounds for rejecting the bid.**

# A18 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

## PULLIAM AIRPORT
## FLAGSTAFF, ARIZONA

## DESIGN SNOW REMOVAL EQUIPMENT BUILDING

## FAA AIP Project Number: 3-04-0015-44

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

| | |
|---|---|
| May 22nd, 2020 | |
| Date | Signature |
| APMI, Inc. | Principal |
| Company Name | Title |

**NOTE: Failure to complete the blanks may be grounds for rejection of the bid.**

# A26 - TRADE RESTRICTION CERTIFICATE TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

**PULLIAM AIRPORT**
**FLAGSTAFF, ARIZONA**

**DESIGN SNOW REMOVAL EQUIPMENT BUILDING**

**FAA AIP Project Number: 3-04-0015-44**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification

of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

| | |
|---|---|
| May 22nd, 2020 | |
| Date | Signature |
| APMI, Inc. | Principal |
| Company Name | Title |

**NOTE: Failure to complete the blanks may be grounds for rejection of the bid.**

# City of Flagstaff

January 2, 2024

Adam Siros, Principal
APMI, Inc.
323 North Leroux, Street, Suite 202
Flagstaff, AZ 86001
ASiros@apmi.com

**RE: Contract Name: Professional Airport Architectural Services**
**Contract No.: TER-2020-086-AG3**
**CONTRACT EXTENSION NO.: 1**

The City of Flagstaff entered into contract #TER-2020-086-AG3 with APMI, Inc. on 07/29/2020 for Professional Airport Architectural Services, as may have been amended (hereafter referred to as the "Contract").

The Contract commenced on 07/29/2020 and expired on 10/31/2023. The Contract provides for two (2) one-year Contract extensions with the same terms and conditions as the original Contract by mutual agreement between the City of Flagstaff and APMI, Inc..

The City of Flagstaff is requesting your consideration of this 1st one-year Contract extension, effective 11/01/2023 to 10/31/2024. If your organization is willing to continue services for the 1st one-year Contract extension, please sign and return this formal letter within ten (10) business days via email to Grants.Contracts@flagstaffaz.gov.

Please let the Grants, Contracts, and Emergency Management Office know if you have any questions or concerns regarding this extension by emailing the above address.

Sincerely,

S. Brechler-Knaggs
Digitally signed by Stacey Brechler-Knaggs
Date: 2024.01.02 14:49:09 -07'00'

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

**APMI, Inc. hereby agrees to the 1st one-year Contract extension per the terms, conditions, as well as the scope of work outlined in Contract #TER-2020-086-AG3 dated 07/29/2020.**

Adam Siros
Digitally signed by Adam Siros
DN: C=US, E=asiros@apmi.com, O="APMI, Inc.", CN=Adam Siros
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2024.01.03 18:15:35-07'00'

| | |
|---|---|
| **Authorized Signature** | **Date** 1/3/2024 |
| **Name (Printed)** Adam Siros | **Title** Principal |

CITY OF
FLAGSTAFF

TER-2020-086-AG3-EX2

12/3/2024

Adam Siros
APMI, Inc.
323 North Leroux Street, Suite 202
Flagstaff, AZ 86001
asiros@apmi.com

**RE: Contract Name: Professional Architectural Services for Airport**
**Contract No.: TER-2020-086-AG3**
**CONTRACT EXTENSION NO.: 2**

The City of Flagstaff entered into contract #TER-2020-086-AG3 with APMI, Inc. on 7/29/2020 for Professional Architectural Services for Airport, as may have been amended (hereafter referred to as the "Contract").

The current Contract Extension no. 1 commenced on 11/1/2023 and expired on 10/31/2024. The Contract provides for two (2) one-year Contract extensions with the same terms and conditions as the original Contract by mutual agreement between the City of Flagstaff and APMI, Inc..

The City of Flagstaff is requesting your consideration of this 2nd one-year Contract extension, effective 11/1/2024 to 10/31/2025. If your organization is willing to continue services for the 2nd one-year Contract extension, please sign and return this formal letter within ten (10) business days via email to Grants.Contracts@flagstaffaz.gov.

Please let the Grants, Contracts, and Emergency Management Office know if you have any questions or concerns regarding this extension by emailing the above address.

Sincerely,

S. Brechler-Knaggs Digitally signed by Stacey Brechler-Knaggs
Date: 2024.12.03 14:15:12 -07'00'

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

**APMI, Inc. hereby agrees to the 2nd one-year Contract extension per the terms, conditions, as well as the scope of work outlined in Contract #TER-2020-086-AG3 dated 7/29/2020.**

| | |
|---|---|
| **Authorized Signature** | 12/6/2024<br>**Date** |
| Adam Siros<br>**Name (Printed)** | Principal<br>**Title** |

# CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO. ____
☒ CONSULTING CONTRACT CHANGE ORDER NO. 1
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. ____
☐ CONTRACT ALLOWANCE UPDATE NO. ____

**PROJECT NO.** _____ **PROJECT NAME:** Snow Removal Equipment Building (SREB)

**FILE NO.** 21-000344 **PROJECT MANAGER:** Adam Miele

**TO:** APMI Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

Provide additional design work tasks (scope change) as described in the attached proposal dated July 16, 2021 for the Snow Removal Equipment Building project. There is a 180-day time extension requested with this change order to accommodate the time needed for the additional tasks and delays thus far.

**Change Order originated by:** ☒ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ CONSULTANT ☐ OTHER: _____

| | | | |
|---|---|---|---|
| **Project Manager** | 4/6/2023 Date | **Approval Recommended** | |
| **Department Head** | 4/6/2023 Date | **Approval Recommended** | |
| **Water Services** | 4/6/2023 Date | **Approval Recommended** | |
| **Public Works** | 4/6/2023 Date | **Approval Recommended** | |
| **Community Development** | 4/6/2023 Date | **Approval Recommended** | |
| **City Attorney** | 4/6/2023 Date | **Approval Recommended** | |
| **Purchasing (Chair)** | 4/6/2023 Date | **Approval Recommended** | |
| **City Manager** | 4/6/2023 Date | **Approval Recommended** | |

| | | END DATES | | |
|---|---|---|---|---|
| **ORIGINAL CONTRACT PERIOD** | 360 Days | (8/33/21) | **ORIGINAL CONTRACT** | $ $859,977.00 |
| **PRIOR TIME CHANGES** | 0 Days | (8/3/21) | **TOTAL PRIOR VALUE CHANGES** | $ 0.00 |
| **THIS TIME CHANGE** | 449 Days | (10/31/23) | **VALUE OF THIS CHANGE** | $ 227,271.00 |
| **NEW CONTRACT PERIOD** | 809 Days | (10/31/23) | **NEW CONTRACT** | $ 1,087,248.00 |

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

**FIRM NAME:** APMI Inc.

**Accepted Date:** _____ **By:** Adam Siros -

# CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO. ____
☒ CONSULTING CONTRACT CHANGE ORDER NO. 1
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. ____
☐ CONTRACT ALLOWANCE UPDATE NO. ____

**PROJECT NO.** _____ **PROJECT NAME:** Snow Removal Equipment Building (SREB)

**FILE NO.** 21-000344 **PROJECT MANAGER:** Adam Miele

**JUSTIFICATION:**
The Snow Removal Equipment Building (SREB) is a proposed "new" facility that will bring together snow removal services into one centralized location (currently these services are spread throughout the existing airport fire station) at the airport.

This project is 100% funded by a grant from the U.S. Department of Transportation, Federal Aviation Administration (FAA). The city has received FAA approval to proceed with the design services per an FAA Go Letter in the amount of $859,977.00 to proceed with the design. The additional scope to the contract was approved by the FAA and indicated there are provisions to approve the additional funding.
APMI (Design Consultant) has completed the draft programing portion of the project, developed a site plan and building layout that was consistent with the FAA design circulars (establishing the recommended pieces of snow removal equipment to house). Following the development of the building layout, the consultant developed a probable construction cost estimate, and the projected fee was more than the FAA was anticipated. The FAA requested the City to develop a reduced footprint and revised probable cost estimate. These revisions to the project is in addition to the approved contracted scope for the project. The consultant has requested a time extension and fee adjustment to proceed with the request.

**TIME ANALYSIS:**
A 809-calendar day contract time extension is proposed to meet requests from the FAA and the City.

**COST ANALYSIS:**
Reference attached added service documentation from SWI dated July 16, 2021 for scope of services and fee proposal regarding the additional tasks for the Snow Removal Equipment Building.

| | |
|---|---|
| Original Contract Amount: | $ 859,977.00 |
| Total Prior Value Changes: | $ 0.00 |
| Value of this Change Order: | $ 227,271.00 |
| New Contract Amount: | $ 1,087,248.00 |

The attached added service documentation was shared with FAA for their review and approval prior to presenting it to the change order committee. FAA reviewed the document and agreed that the requests made to the consultant is outside of the approved scope and concurred with the City's recommendation to proceed.

| *CITY OF FLAGSTAFF* | *PROJECT STATUS FORM* |
|---|---|
| **PROJECT NAME:** Snow Removal Equipment Building (SREB) | ☒ **Design** ☐ **Construction** ☐ **Other** |
| **PROJECT NO.** | **FILE NO.** 21-000344 |

| **ACCT. NO.** | | |
|---|---|---|
| 221-07-222-3423-0-4421 | 100% | $859,977.00 |
| **PROPOSED CONTRACT TOTAL** *(Includes Original Contract Amount & All Change Orders)* | | $1,087,248.00 |

| | | | |
|---|---|---|---|
| **COUNCIL APPROVAL:** | August 18, 2020 | **ORIGINAL CONTRACT AMOUNT:** | $859,977.00 |
| **PROJECT BUDGET** | $859,977.00 | **FY:** | 2020 |
| **PROJECT BUDGET** | | **FY:** | |
| **NOTICE TO PROCEED:** | August 19, 2020 | **ORIGINAL CONTRACT PERIOD (calendar days):** | 360 |
| **ORIGINAL/REVISED COMPLETION DATES:** August 19, 2021 / October 31, 2023 | | **ORIGINAL CONTRACT ALLOWANCE:** | |
| **CONSULTANT:** APMI Inc. | | **LOCATION:** Flagstaff, AZ | |
| **CITY PROJECT MANAGER:** Adam Miele | | | |

| Change Orders | C.O. Amount/ Allowance Amt | C.O. Days | Council Date | REASON FOR CHANGE |
|---|---|---|---|---|
| Revision Date | New Total | Original / New Total | New Comp. Date | |
| CO#1 | $ 227,271.00 | 360 | N/A | Additional scope items as requested by the FAA. Time extension due to City / FAA delays and revised scope. |
| 8/19/21 | $ 1,087,248.00 | 809 | 10/31/2023 | |
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APMI
architecture
planning
management
interiors

**Date:** 23 September 2022

**To:**
Adam Miele
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

**Re:**
A/E Proposal – Add Service #01

Pulliam Airport -
Snow Removal Equipment Building

**Hello:**

The City of Flagstaff Team has requested that the APMI Team provide additional effort to complete an additional design effort on the Snow Removal Equipment Building project at Pulliam Airport. The additional efforts include preparing a value engineering (VE) concept design package for a reduced building footprint and other miscellaneous design scope revisions which are outlined below.

The request for preparing a VE concept design package was the result of presentation of the engineer's estimate at the 30% design which resulted in an estimate, with contingencies and escalation, in excess of $20 million. The City of Flagstaff asked the APMI Team to redesign the site and reduce the building footprint to accommodate only the current snow removal fleet. The following scope items have been provided by the APMI Team to develop the VE concept design, resulting in additional effort/scope. The additional VE concept design package effort by the APMI Team included:

- Attending a total of (4) four additional virtual meetings to present the proposed design to the City and to FAA.
- Revision of the architectural, civil and electrical drawings for the site to match the conceptual plan prepared in late June 2021. The goal of this effort resulted in a reduction in paving/hardscape, earthwork, and a consolidation of the FTE parking to be closer to the AARF and SRE buildings.
- Revision of the architectural, mechanical, plumbing and electrical drawings for the building to match the conceptual plan prepared in late June 2021. The goal of this effort resulted in a reduction in costs by reducing the overall building size and by revising the exterior wall composition to eliminate the full height masonry wall elements on the interior. This scope included:
    - Revised architectural concept floor plans.
    - Revised building elevations and renderings.
    - Revised mechanical, plumbing and electrical design concept plans.
- Preparing an updated engineers cost estimate for the proposed site and building improvements with this concept.
- Preparing an updated design narrative for presentation to FAA.

This VE concept design package was presented to the City and FAA in Oct/Nov of 2021 at which time the City and FAA spent several months working on funding strategies. It has recently been decided that the APMI Design Team is to move

forward with the full building design concept however there are additional scope items that have been identified and requested as part of the design effort moving forward. The additional scope items include:

- Separation of the drawing packages to accommodate a two phased bidding approach. It is understood that the City desires to bid/construct the project in two phases which will include a separate site and building drawing package. APMI will coordinate the separate packages and assist in the bidding process for both drawing packages.
- Design of an expanded site area, including the large detention basin to the northeast and encroachment into the temp parking lot. This scope will require additional architectural design from APMI, civil engineering from Peak Engineering and topo survey by Peak Engineering. See additional clarification on scope of work in the attached consultant proposal from Peak Engineering.
- Preparation of (5) five utility easement descriptions and exhibits from Peak. See additional clarification on scope of work in the attached consultant proposal from Peak Engineering.
- Utility coordination meetings between Peak Engineering and the franchise utilities. See additional clarification on scope of work in the attached consultant proposal from Peak Engineering.
- Additional design meetings, layout reviews and equipment manual updates from WRA. See additional clarification on scope of work in the attached consultant proposal from WRA.
- The extension filing of the existing FAA 7460 for the building placement by Kimley-Horn. See additional clarification on scope of work in the attached consultant proposal from Kimley-Horn.
- The filing of the FAA 7460 filing for the construction portion of the project. See additional clarification on scope of work in the attached consultant proposal from Kimley-Horn.
- Review and support in preparing the Construction Safety and Phasing Plan (CSPP) by Kimley-Horn. The preparation of the report will need to be completed by the general contractor once selected. See additional clarification on scope of work in the attached consultant proposal from Kimley-Horn.
- Additional design meetings from Kimley-Horn. See additional clarification on scope of work in the attached consultant proposal from Kimley-Horn.
- Included within this additional service are line items to account for hourly rate increases from when the project was originally proposed upon in 2020 to 2022

hourly rates. The hourly rate increases within this additional services proposal are only applied to scope of work line items that have not yet been performed.

- Per discussions with the City of Flagstaff, this proposal also includes an allowance for additional design scope if needed throughout the project.

Project Exclusions: The original exclusions to the contract remain in effect. See attached consultant proposals for any additional exclusions to the proposed scope of work.

**FEE PROPOSAL:**

Below is a set of fees that we estimate will be required to accomplish the work as it is currently defined utilizing a standard approach to design services.

**VE Concept Design Package Additional Design Services:** The total proposed fee for performing these services is Fifty-Eight Thousand, Two Hundred Fifty-three Dollars & 00/100 ($58,253.00). See attached fee proposal breakdown.

**Miscellaneous Design Scope Revisions Additional Services:** The total proposed fee for performing these services is One Hundred Sixty-Nine Thousand, Eighteen Dollars & 00/100 ($169,018.00). See attached fee proposal breakdown.

I trust that this proposal meets with your approval. The APMI Design Team will be able to start immediately after executing a contract or receipt of a Notice to Proceed (NTP).

Sincerely,
**APMI, Inc.**

Adam Siros, AIA
Principal

Attachments:
Fee Proposal Breakdown
APMI 2022 Labor Rates
PEAK Proposals Dated 7/13/2021, 6/1/2022, and 8/31/2022
IMEG Proposal Dated 7/9/2021
HME Proposal Dated 7/26/2022
KLH Proposal Dated 9/7/2022
WRA Proposal Dated 9/21/2022

APMI, Inc. - Architects / Planners / Interiors

File Name: 2022-09-23 VE Building Concept and Misc Scope Revisions Fee Breakdown.xls
Date Prepared: 9/23/2022
Date Revised: N/A

Client: City of Flagstaff
**Sub-Project Name:** **Pulliam Airport Maintenance Building**
**VE Building Concept and Misc Scope Revisions**

APMI Project Number: APMI Project No.: 20134.00
Discipline: Architectural & Engineering

## ESTIMATED COST PROPOSAL BREAKDOWN

### ESTIMATED DIRECT LABOR - VE BUILDING CONCEPT

| No. | TASK | Principal | Project Manager/Arch | Senior Architect | Architect/Designer | Job Captain | CAD Draftsperson | Word Processing | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Meetings (6 Virtual) | 0 | 12 | 0 | 0 | 12 | 0 | 6 | 30 |
| 2 | Revised Concept Plans (Site, Building Elevations, Renderings) | 2 | 24 | 0 | 0 | 24 | 80 | 0 | 130 |
| 3 | Revised Design Concept Narrative | 1 | 4 | 0 | 0 | 12 | 12 | 12 | 41 |
| 4 | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | **TOTAL HOURS:** | 3 | 40 | 0 | 0 | 48 | 92 | 18 | 201 |
| | **% PARTICIPATION:** | 1% | 20% | 0% | 0% | 24% | 46% | 9% | |
| | **BILLABLE HOURLY RATES** | $205.00 | $170.00 | $150.00 | $135.00 | $115.00 | $95.00 | $75.00 | |
| | **DIRECT LABOR COST:** | $615.00 | $6,800.00 | $0.00 | $0.00 | $5,520.00 | $8,740.00 | $1,350.00 | $23,025 |

**ESTIMATED OUTSIDE SERVICES AND CONSULTANTS - VE BUILDING CONCEPT**
*Listed by Firm or Name at Estimated Cost*

| | Method of Compensation CPNF, LS, etc. | Firm | Cost |
|---|---|---|---|
| Civil Design Development for Reduced Bldg Footprint | LS | PEAK | $10,525.00 |
| Structural Design Development for Reduced Bldg Footprint | Allowance | HME | $2,000.00 |
| MEP Design Development for Reduced Bldg Footprint | LS | IMEG | $9,500.00 |
| Cost Estimating for Reduced Bldg Footprint | LS | AJ Siros, PLLC | $10,000.00 |

**Total Estimated Outside Services:** $32,025
**10.00% Multiplier:** $3,203
**Total Estimated Consultants:** $35,228

**Estimated Professional Fees:** **$58,253**

**ESTIMATED INTERNAL EXPENSES**
*Listed by item at Estimated Actual Cost*

| | | |
|---|---|---|
| Plotting: | LS | $0.00 |
| Reproduction | LS | $0.00 |
| Mileage / Misc Reimb: | LS | $0.00 |

**Total Estimated Expenses:** **$0**

**VE BUILDING CONCEPT - TOTAL ESTIMATED FEES:** **$58,253**

### ESTIMATED DIRECT LABOR - MISC SCOPE REVISIONS

| No. | TASK | Principal | Project Manager/Arch | Senior Architect | Architect/Designer | Job Captain | CAD Draftsperson | Word Processing | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Additional Design/Coord Meetings (Total of 12) | 0 | 24 | 0 | 0 | 24 | 0 | 12 | 60 |
| 2 | Design/Coord of Scope for Detention Basin and Temp Parking Lot Encroachment | 2 | 20 | 0 | 0 | 12 | 48 | 0 | 82 |
| 3 | Separation of Site and Building Packages for Bidding (Includes Dwg Scope, Specs and Bidding Support) | 2 | 16 | 0 | 0 | 24 | 0 | 20 | 62 |
| 4 | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | **TOTAL HOURS:** | 4 | 60 | 0 | 0 | 60 | 48 | 32 | 204 |
| | **% PARTICIPATION:** | 2% | 29% | 0% | 0% | 29% | 24% | 16% | |
| | **BILLABLE HOURLY RATES** | $220.00 | $180.00 | $160.00 | $150.00 | $135.00 | $105.00 | $85.00 | |
| | **DIRECT LABOR COST:** | $880.00 | $10,800.00 | $0.00 | $0.00 | $8,100.00 | $5,040.00 | $2,720.00 | $27,540 |

**ESTIMATED OUTSIDE SERVICES AND CONSULTANTS - MISC SCOPE REVISIONS**
*Listed by Firm or Name at Estimated Cost*

| | Method of Compensation CPNF, LS, etc. | Firm | Cost |
|---|---|---|---|
| Additional Topo Survey, ADEQ Waterline Scope, Associated Scope for Expanded Site Area | LS | PEAK | $34,580.00 |
| Easement Descriptions and Exhibits (Total of 5 Included) | LS | PEAK | $3,960.00 |
| Utility Coordination Meetings | LS | PEAK | $4,420.00 |
| Additional Design Meetings, Layout Reviews and Equipment Manual Updates | LS | WRA - MFC | $8,000.00 |
| 7460 Filing Extension for Building | LS | KLH | $2,000.00 |
| 7460 Filing for Construction Portion of Project (Cranes/Pump Trucks, Etc) | LS | KLH | $6,000.00 |
| Review and Support Construction Safety and Phasing Plan (Report by GC) | LS | KLH | $10,000.00 |
| Additional Project Meetings (Total of 12) | LS | KLH | $4,000.00 |
| Arch Labor Rate Increase from 2020 to 2022 Rates Due to Project Delays | LS | APMI | $24,500.00 |
| Struct Labor Rate Increase from 2020 to 2022 Rates Due to Project Delays | LS | HME | $7,520.00 |
| Allowance for Additional Design Scope as Needed | Allowance | - | $20,000.00 |

**Total Estimated Outside Services:** $124,980
**10.00% Multiplier:** $12,498
**Total Estimated Consultants:** $137,478

**Estimated Professional Fees:** **$165,018**

**ESTIMATED INTERNAL EXPENSES**
*Listed by item at Estimated Actual Cost*

| | | |
|---|---|---|
| Plotting: | LS | $0.00 |
| Reproduction | LS | $1,500.00 |
| Mileage / Misc Reimb: | LS | $2,500.00 |

**Total Estimated Expenses:** **$4,000**

**MISC SCOPE REVISIONS - TOTAL ESTIMATED FEES:** **$169,018**

**VE BUILDING CONCEPT AND MISC SCOPE REVISIONS - TOTAL ESTIMATED FEES: $227,271**

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## Schedule of Hourly Rates for Professional Services

Rates Valid through December 31st, 2022

**Design Services:**

| | |
|---|---|
| Principal | $220.00 |
| Project Manager / Architect | $180.00 |
| Senior Architect | $160.00 |
| Architect / Designer | $150.00 |
| Interior Designer | $140.00 |
| Job Captain | $135.00 |
| CAD – Draftsperson | $105.00 |
| Word Processing / Clerical | $85.00 |

**Construction Services:**

| | |
|---|---|
| Construction Manager | $200.00 |
| Construction Observer | $150.00 |
| Roof Inspector | $150.00 |

Increases are normally anticipated the first of each year. Increases for 2023 could be in the range of 4% to 6%.

**CORPORATE**
3003 North Central Avenue
Suite 1100
Phoenix, AZ 85012
o. 480.998.0709

apmi.com

**Pulliam Airport Snow Removal Equipment Building**
Change Order #1 – Concept Value Engineering
Peak Project No: 20APMI01
July 13, 2021

In order to reduce the estimated construction cost of the Pulliam Airport Snow Removal Equipment Building, the City of Flagstaff has asked the design team to revise the concept design including: reducing the building size, reducing the quantity of paving, re-grading the site to reduce the quantity of earthwork, reducing the length of waterline relocation, and reducing the extent of retaining wall.

This change order is for the civil engineering concept revisions. Some of this revision work has already been completed.

Design services include:

- Four design coordination meetings. Three meetings have been completed, June 25, 30 & July 1. This scope anticipates one additional meeting.
- Concept revisions. Draft the revised concept including building footprint, concrete aprons, roadway, and roadway connections, parking, utilities, water main, storm drains, detention pond, and retaining walls.
- DTM revisions. Revise the conceptual design surface (DTM) and calculate approximate earthwork volumes.
- Drainage calculations. Update drainage calculations for detention pond & LID volume based on the revised concept.
- Concept Plans. Revise and update the concept plans.
- Quantities and EOPCC. Determine quantities and update the engineer's estimate of probable construction cost.

Peak will submit the revised concept plans and EOPCC in PDF format to APMI for submittal to the City of Flagstaff.

**Fee for CO#1**:

| | | |
|---|---|---|
| PM: | 4 hours @ $170/hr | = $680 |
| PE: | 24 hours @ $155/hr | = $3,720 |
| Designer: | 49 hours @ $125/hr | = $6,125 |
| **TOTAL FEE CO#1** | | **$10,525** |

**ASSUMPTIONS & EXCLUSIONS**

This change order does not include any additional survey.

This change order does not include revising the drainage memorandum.

- END -

**Pulliam Airport Snow Removal Equipment Building**
Change Order #2 – Fee Adjustment for Additional Design, Coordination and Time
Peak Project No: 20APMI01
June 1, 2022

This is the second change order request for civil engineering services for the Pulliam Airport Snow Removal Equipment Building (SREB). The first change order was for concept design for a reduced building size after design development documents were completed for the full build-out. Concept plans were completed in September 2021 for the reduced, or value-engineered, design. The reduced building size, and corresponding reduction in the site design, is *not* the City's preferred option.

Design development documents were completed in June 2021 for the full-build option. In March 2022, the client requested that Peak anticipate proceeding with the original full build-out design and provide the documents for a formal submittal to the City of Flagstaff for planning review. The design development documents for the full build-out from June 2021 are nearly complete for submittal but require review and final coordination with the design team prior to submittal. We anticipate only minor edits to the documents for the submittal.

This change order request includes the following additional civil engineering services:

- Submittal to the Arizona Department of Water Quality for a water main realignment along the west edge of the project site. This water main must be realigned to accommodate a proposed retaining wall and was not included in the original scope of services. This will require plan and profile design and preparation of an Engineer's Design Report. We have estimated the ADEQ submittal fee and included it as a project expense in this change order request.
- Additional topographic surveying for an expanded site which includes a detention basin to the northwest of the original project site and encroachment into the temporary parking lot for a water main realignment and retaining wall.
- Additional effort for coordination of the retaining walls with the structural engineer, not included in original scope of services, and project management for the extended project duration.
- Preparation of an updated engineer's opinion of probable construction cost for the site improvements.

The current project budget status is as follows:

| Description | Contract Amount | Percent Complete |
|---|---|---|
| **TASK 1: SURVEY & DATA COLLECTION** | 6,495.00 | 100.00 |
| **TASK 2: SCHEMATIC DESIGN** | 8,495.00 | 100.00 |
| **TASK 3: DESIGN DEVELOPMENT** | 20,720.00 | 100.00 |
| **TASK 3B: CO#1 RE-GRADING** | 10,525.00 | 100.00 |
| **TASK 4: CONSTRUCTION DOCUMENTS** | 23,305.00 | 0.00 |
| **TASK 5: LEED CERTIFICATION** | 1,500.00 | 0.00 |
| **TASK 6: CONSTRUCTION ADMINISTRATION** | 13,840.00 | 0.00 |
| **PROJECT EXPENSES** | 750.00 | 0.00 |
| Total | 85,630.00 | 53.99 |

Refer to the cost detail spreadsheet, Attachment 1, for total labor hours for this change order request. This change order request is in addition to the remaining budget in Tasks 4-6 as shown on the previous page.

**FEE SUMMARY**

The proposed fee for this change order request is $34,580 for a new total to finish the project of $73,975 and a new contract amount of $120,210.

The attached cost detail reflects 2022 rates. The original fee proposal was based on 2020 labor rates.

**SCHEDULE**

The design work is intended to commence June 1, 2022 with and be completed by August 30, 2022. The schedule for design completion may be extended for items beyond our control such as agency review time.

- END -

| | |
|---|---|
| **Client Name: APMI** | **Client Information** |
| **Project Name: Pulliam Airport Snow Removal Equipment Building** | *Name:* *Adam Siros* |
| **Project Number: 20APMI01** | *Address:* |

**NOTE: THIS REFLECTS CO#2 ONLY; TASKS 1-6 ARE IN THE BASE CONTRACT.**

**Project Budget Summary**

| Task | Task Description | Principal Engineer | | Project Manager | | Project Engineer | | Designer | | Engineering Intern | | Technical Drafter | | Clerical | | Total Hours | Labor Cost per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate: | $200 | | $180 | | $170 | | $130 | | $90 | | $90 | | $80 | | | |
| | | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | | |
| 1 | Task 7: Additional Survey Process, Coord | - | $ - | 1.00 | $ 180 | - | $ - | 4.00 | $ 520 | - | $ - | - | $ - | - | $ - | 5.00 | $ 700 |
| 2 | Task 8: ADEQ Water Main Design & Ret. Wall Coord | - | $ - | 16.00 | $ 2,880 | 72.00 | $ 12,240 | - | $ - | - | $ - | - | $ - | - | $ - | 88.00 | $ 15,120 |
| 3 | Task 9: Design Development Refresh, Coord, Review, Admin | - | $ - | 10.00 | $ 1,800 | 15.00 | $ 2,550 | 18.00 | $ 2,340 | - | $ - | - | $ - | - | $ - | 43.00 | $ 6,690 |
| 4 | Task 10: Opinion of Constr Cost | - | $ - | 3.00 | $ 540 | - | $ - | 9.00 | $ 1,170 | - | $ - | - | $ - | - | $ - | 12.00 | $ 1,710 |
| 5 | Task 11 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 6 | Task 12 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 7 | Task 13 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 8 | Task 14 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 9 | Task 15 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 10 | Task 16 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | LABOR TOTAL: | | $ - | | $ 5,400 | | $ 14,790 | | $ 4,030 | | $ - | | | | $ - | | $ 24,220 |

## Reimbursable Project Expenses

| | | | |
|---|---|---|---|
| A | Printing & Reprographics | $ | - |
| B | Mileage | $ | - |
| C | Meals & Lodging | $ | - |
| D | Equipment | $ | - |
| E | ADEQ REVIEW FEE | $ | 900 |
| | RPE TOTAL: | $ | 900 |

## Sub-Consultants

| | | |
|---|---|---|
| Survey | $ | 9,460 |
| Landscape Architect | $ | - |
| Architect | $ | - |
| Geotechnical | $ | - |
| Other | $ | - |
| SUB-CONSULTANT TOTAL: | $ | 9,460 |

***PROJECT TOTAL:***

**$ 34,580**

Northland Exploration Surveys, Inc.

January 27, 2022

Peak Engineering, Inc.
Caleb Lanting
110 N. Agassiz Street
Flagstaff, AZ 86001

RE: Topographical survey of a portion of Assessor's No. 116-61-004 (Air Carrier Apron), situated in Section 5, Township 20 North, Range 7 East, Gila and Salt River Meridian, Flagstaff, Arizona.

Dear Mr. Lanting,

We appreciate the opportunity to offer you survey services for the above mentioned project.

Per your e-mail dated January 27, 2022, we are proposing to conduct the following survey services.

We propose to conduct a topographic survey of the above mentioned area you have indicated. We will survey all of the trees 6" in diameter and above as well as the extent of the improvements within the area you have delineated on the attached drawing.

We will conduct the survey utilizing the Flagstaff Low Distortion coordinate system and NAVD 88 Vertical Datum. We will deliver an ASCII files of the surveyed points, a digital and a hard copy at a scale of 1" = 20'.

We propose to conduct each the above mentioned survey services for the following fixed fees.

| | |
|---|---|
| Topographic survey: | |
| 40 hours @ $160 | $ 6,400.00 |
| 20 hours @ $110 | $ 2,200.00 |
| **TOTAL COST:** | **$ 8,600.00** |

If the above scope of work and the costs involved are agreeable to you, please sign below and return this letter. Again, we appreciate the opportunity to propose on this project.

Kenneth A. Krenke
Partner

Accepted this _____ day of _____, 2022.

_____
Caleb Lanting
for Peak Engineering

PEAKCOFPulliumSREBuilding

**Pulliam Airport Snow Removal Equipment Building**
Change Order #3 – Utility Easements & Coordination
Peak Project No: 20APMI01
August 31, 2022

This proposal is for preparation utility easement descriptions and exhibits, and coordination with utilities for the Snow Removal Equipment Building (SREB) project. A water main and gas main, currently on the parcel to the north of the SREB site, need to be relocated to the SREB site because of the proposed SREB improvements. It is anticipated that these utilities have existing easements and that these easements will need to be modified to reflect the new utility alignments. There are other utilities crossing the SREB site that may need easements (power and communications). This proposal includes budget for up to 5 utility easements.

In addition to easement descriptions Peak Engineering has budgeted for utility coordination meetings. Peak Engineering will coordinate and prepare agendas, exhibits and meeting notes for the following coordination meetings:

- 1 meeting with the City's Water Services Department to confirm water easement requirements.
- 1 meeting with APS for electric.
- 1 meeting with UES for natural gas.
- 1 meeting with Lumen (formerly Century Link) for communications.
- 1 meeting with Altice (formerly SuddenLink) for communications.

Refer to the cost detail spreadsheet, Attachment 1, for total labor hours for this change order request.

| **CIVIL ENGINEERING DESIGN SERVICES, THIS CHANGE ORDER** | | |
|---|---|---|
| **Task** | **Description** | **Budget** |
| **Task 8a** | Peak will contract with Northland Exploration Surveys to prepare up to 5 easement descriptions and exhibits ($550 per easement including subconsultant markup). Refer to the proposal attached as Exhibit A. Descriptions and exhibits will be submitted to the City of Flagstaff for recording.<br>***Deliverables:*** *5 easement descriptions & exhibits (PDF)* | $3,960 |
| **Task 8b** | 5 utility coordination meetings.<br>***Deliverables:*** *Agendas & notes.* | $4,420 |
| | **DESIGN TOTAL CHANGE ORDER #1:** | $8,380 |

**FEE SUMMARY**

The proposed fee for this change order request is $8,380.

**SCHEDULE**

Utility coordination meetings are anticipated to take place during the Construction Document design phase November to December. Preparation of easements is anticipated after final construction plan approval Spring of 2023.

**ASSUMPTIONS & EXCLUSIONS**

City of Flagstaff will record easements.

Utility investigation (potholing, Bluestake) is not included.

ALTA is not included.

- END -

**Client Name: APMI**

**Project Name: Pulliam Airport Snow Removal Equipment (SRE) Building CO#3**

**Project Number: 20APMI01**

**Change Order #3**

**Client Information**

*Name:* *Adam Siros*

*Address:*

## Project Budget Summary

| Task | Task Description | Principal Engineer | | Project Manager | | Project Engineer | | Designer | | Engineering Intern | | Technical Drafter | | Clerical | | Total Hours | Labor Cost per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate: | $190 | | $170 | | $155 | | $125 | | $85 | | $90 | | $75 | | | |
| | | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | | |
| 8a | Easement Descriptions | 1.00 | $ 190 | 6.00 | $ 1,020 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | 7.00 | $ 1,210 |
| 8b | Utility Coordination | 1.00 | $ 190 | 11.00 | $ 1,870 | 12.00 | $ 1,860 | 4.00 | $ 500 | - | $ - | - | $ - | - | $ - | 28.00 | $ 4,420 |
| | | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | LABOR TOTAL: | | $ 380 | | $ 2,890 | | $ 1,860 | | $ 500 | | $ - | | | | $ - | | $ 5,630 |

### Reimbursable Project Expenses

| | | |
|---|---|---|
| A | Printing & Reprographics | |
| B | Mileage | $ - |
| C | Meals & Lodging | $ - |
| D | Equipment | $ - |
| E | Other (Parking) | $ - |
| | RPE TOTAL: | $ - |

### Sub-Consultants

| | |
|---|---|
| Survey | $ 2,750 |
| Landscape Architect | $ - |
| Architect | $ - |
| Geotechnical | $ - |
| Other | $ - |
| SUB-CONSULTANT TOTAL: | $ 2,750 |

***PROJECT TOTAL:***

**$ 8,380**

Northland Exploration Surveys, Inc.

August 26, 2022

Peak Engineering, Inc.
Caleb Lanting
110 N. Agassiz Street
Flagstaff, AZ 86001

RE: Draft legal descriptions and exhibits for utility easements over Assessor's No's. 116-61-004, situated in Section 5, Township 20 North, Range 7 East, Gila and Salt River Meridian, Flagstaff, Arizona.

Dear Mr. Lanting,

We appreciate the opportunity to offer you survey services for the above mentioned project.

Per your e-mail dated August 26, 2022, we are proposing to conduct the following survey services.

We propose to draft a legal description and exhibit for each of the proposed utility easements proposed for this project.

We will conduct the survey utilizing the Flagstaff Low Distortion coordinate system and NAVD 88 Vertical Datum. We will deliver an ASCII files of the surveyed points, a digital and a hard copy at a scale of 1" = 20'.

We propose to conduct each the above mentioned survey services for the following fixed fee.

Draft legal and exhibit:

| | |
|---|---|
| 5 easements @ $500 | $ 2,500.00 |
| **Total Cost:** | **$ 2,500.00** |

If the above scope of work and the costs involved are agreeable to you, please sign below and return this letter. Again, we appreciate the opportunity to propose on this project.

Kenneth A. Krenke
Partner

Accepted this _____ day of _____, 2022.

_____
Caleb Lanting
for Peak Engineering, Inc.

PEAKCOFPulliumSnowRemovalBuildingEasement

July 9, 2021

Mr. Adam Siros
APMI Architecture
8300 North Hayden Road Suite A-209
Scottsdale, Arizona 85258-2481

RE: Amendment Number 001 for Additional Services
Flagstaff Airport Snow Removal Building
Flagstaff, Arizona
IMEG #20004245.00

Dear Adam:

As we discussed, you would like IMEG to provide additional mechanical, electrical, and technology engineering services for updating the current design to match the updated downsized building footprint and layout. All other services, terms, and conditions shall remain as stated in our original Agreement dated May 6, 2020.

## COMPENSATION

We propose to provide the additional services described above for a fixed fee of $9,500. Total fees for the project will now be $176,100. Reimbursable expenses remain as stated in our original Agreement.

We will begin our services following acceptance of this Amendment for Additional Services. Acceptance may be conveyed via e-mail to the address listed below, by fax, or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

Carlos R. Landa
Project Manager
Carlos.R.Landa@IMEGCorp.com

Joel D. DeHaven, PE
Principal / Client Executive

CRL:JDD/bnm
\\files\Active\Projects\2020\20004245.00\ProjectManagement\Contracts\PA-001\20210709 Amend-001 Building Size Reduction.docx

APMI ARCHITECTURE

Accepted:

_____

Signature

_____

Title

_____

Date

HUBBARD MERRELL ENGINEERING

1623 N First Street, Ste 201
Flagstaff, Arizona 86004

Office: (928) 526-6174

July 26, 2022

Adam Siros, AIA
APMI
8300 North Hayden Road
Suite A-209
Scottsdale, Arizona 85258

**RE: Change Order Request Proposal for:**
**Flagstaff Pulliam Airport Maintenance Facility**

Dear Mr. Siros:

Thank you for considering Hubbard Merrell Engineering as a work partner for this project. We appreciate the opportunity to once again offer our services to support the Flagstaff Pulliam Airport Maintenance Facility.

**PART I: CHANGE ORDER SCOPE:**

The requested change order is to account for escalation of fees since the oriinal proposal and a long delay in design.

**PART II: ESCALATED COST FOR ENGINEERING, DESIGN AND DRAFTING SERVICES**

| | | |
|---|---|---|
| 1) 60% Drawings: | Change order amount of | $2,746.24 Lump Sum |
| 2) 100% Drawings: | Change order amount of | $2,083.20 Lump Sum |
| 3) Preconstruction Services: | Change order amount of | $1,592.64 Lump Sum (if services used) |
| 4) Construction Administration: | Change order amount of | $1,097.60 Not-to Exceed |

Any further additions or changes to the scope will be addressed with a new change order request.

Thank you for this opportunity to work with you again. Please let me know if you have any questions regarding this proposal.

Sincerely,

David S. Merrell, P.E., S.E.
Principal

## Adam Siros

**From:** Scanlon, Andrew <Andrew.Scanlon@kimley-horn.com>
**Sent:** Wednesday, September 7, 2022 2:51 PM
**To:** Adam Siros
**Subject:** FLG SREB

Adam,

In thinking through this, I foresee the following potential items that are not covered in our existing scope of work and fee:

1. 7460 Extension filing – The 7460s we filed has an 18-month shelf life. We'll need to file an extension before shovels get in the ground. Cost is $2,000.
2. 7460 filings for any cranes or concrete pump trucks that will be required on the site for construction of the SREB. Cost is $6,000.
3. Review of the CSPP. Cost is $10,000.
4. Any additional on site meetings you'd like us to be at are not covered under our scope. If an additional meeting is needed the cost is $9,000.
5. Lastly, we did spend a lot of time meeting with the City early on in the program. We probably should reload our project coordination meeting task. Adding another 12 meetings is $4,000.

Please let me know if you need a more formal proposal from me on this.

Thanks!

**Andrew Scanlon**
**Kimley-Horn** | **111 East Broadway, Suite 600, Salt Lake City, UT 84111**
Direct: 385.237.2833 | Mobile: 909.991.4398 | www.kimley-horn.com
*Connect with us*: Twitter | LinkedIn | Facebook | Instagram

Celebrating 15 years as one of FORTUNE's 100 Best Companies to Work For

Whitman, Requardt & Associates, LLP
Engineers · Architects · Environmental Planners Est. 1915

September 21, 2022

Adam Siros
APMI
3003 N. Central Avenue
Suite 1100
Phoenix, Arizona 85012

Re: Pulliam Airport Snow Removal Equipment Building

Adam:

Per our discussion yesterday on the extended schedule and rework of design options for the referenced project, we understand APMI is requesting a change order for the design team. Whitman, Requardt and Associates, LLP (WRA) is requesting an additional 40 hours at $200.00/ Hour totaling $8,000.00 to cover the additional design meetings, layout reviews, and updates to the equipment manual for the team. This will bring our total contract value to $51,160.00.

Our remaining scope of services remains as previously issued under our original contract.

Please confirm this additional fee is approved and advise if you need any additional information from WRA to support this request.

Regards,

Brian W. King, P.E. | Associate
Maintenance Facility Planning & Design

# CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. #2
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

| | | | |
|---|---|---|---|
| **PROJECT NO.** | | **PROJECT NAME:** | Snow Removal Equipment Building (SREB) |
| **FILE NO.** | 21-000344 | **PROJECT MANAGER:** | Adam Miele |
| **FIRM NAME:** | APMI Inc. | | |

**Purchase Order Number:** 21-000344 | **Line Number:** New Line, see account n | **Current Amount** $ 977,958.00

**Change Order originated by:** ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ DESIGN FIRM ☐ OTHER: _____

## DETAILED DESCRIPTION:

The Snow Removal Equipment Building (SREB) is a proposed "new" facility that will bring together snow removal services into one centralized location (currently these services are spread throughout the existing airport fire station and various aircraft hangers) at the airport.
APMI (Design Consultant) has completed the draft programing portion of the project, developed a site plan and building layout that was consistent with the FAA design circulars (establishing the recommended pieces of snow removal equipment to house). Following the development of the building layout, the consultant developed a probable construction cost estimate, and the projected fee was more than the FAA was anticipated. APMI was asked to "right size" the facility to meet current needs (building size reduction) with the ability of add on in the future. A CMAR was hired to evaluate the amended facility and provide an order of magnitude construction cost. Following the exercise, the FAA agreed to petition for additional funding (discretionary funding) to close the funding gap.

## JUSTIFICATION:

The FAA requested the City to develop a reduced footprint and revised probable cost estimate. These revisions to the project is in addition to the approved contracted scope for the project. The consultant has requested a time extension and fee adjustment to proceed with the request.

## TIME ANALYSIS:

A 1,876 -calendar day contract time extension is proposed to meet requests from the FAA and the City. This time extension is intended to serve for the design time and the construction phase services needed to meet the requirements outlined in the grant provisions. This contract extension includes the two contract extensions that were applied previously.

## COST ANALYSIS:

Original Contract Amount: $ 859,977.00 (AIP 44)
Total Prior Value Changes: $ 227,271.00 (AIP 44)
Value of this Change Order: $ 977,958.00 (AIP XX, Ph. 3, Acct. #3673)
New Contract Amount: $ 2,065,206.00

## *CITY OF FLAGSTAFF* — *PROJECT STATUS FORM*

| | |
|---|---|
| **PROJECT NAME:** Snow Removal Equipment Building (SREB) | ☑ Design<br>☑ Construction<br>☐ Other |
| **PROJECT NO.** | **FILE NO.** 21-000344 |
| **ACCT. NO.** 221-07-222-3423-0-4421 100.00 % | **GRANT FUNDED? NO** ☐ **YES** ☑ **% OF GRANT FUNDING -** 90 |
| **ACCT. NO.** 221-07-222-3673-4421 100.00 % | **IF YES, WHAT IS GRANT NAME:** FAA |
| **ACCT. NO.** % | **GRANT ACCOUNT NUMBER:** 221-07-222-3423-0-4421 |
| **COUNCIL APPROVAL DATE:** 8/19/2020 | **ORIGINAL CONTRACT AMOUNT:** $ 859,977.00 |
| **PROJECT BUDGET ( FY** 20 **)** | **PROJECT BUDGET ( FY** 20 **)** |
| **NOTICE TO PROCEED DATE:** 08/19/2020 | **ORIGINAL CONTRACT PERIOD (calendar days):** 360 |
| **ORIGINAL COMPLETION DATE:** 08/19/2021 | **ORIGINAL CONTRACT ALLOWANCE:** |
| **DESIGN FIRM:** APMI Inc. | |

| Change Orders / Revision Date | C.O. Amount / New Total | C.O. Days / New Total | Start Date / New Comp. Date | REASON FOR CHANGE |
|---|---|---|---|---|
| 1 | $ 227,271.00 | 360 | | Additional scope items as requested by the FAA. Time extension due to City / FAA delays and revised scope. |
| 08/19/2021 | $ 1,087,248.00 | 809 | 10/31/2023 | |
| 2 | $ 977,958.00 | 809 | | Additional scope items as requested by the FAA. Time extension due to City / FAA |
| 02/02/2026 | $ 2,065,206.00 | 1,876 | 12/31/2028 | |
| 3 | | | | |
| | | | | |
| 4 | | | | |
| | | | | |
| 5 | | | | |
| | | | | |

**COMMENTS:** The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

END DATES

| | | | | | |
|---|---|---|---|---|---|
| **ORIGINAL CONTRACT PERIOD** | 360 **Days** | ( 08/19/2021 ) | **ORIGINAL CONTRACT** | $ | $ 859,977.00 |
| **PRIOR TIME CHANGES** | 814 **Days** | ( 10/31/2023 ) | **TOTAL PRIOR VALUE CHANGES** | $ | $ 227,271.00 |
| **THIS TIME CHANGE** | 1876 **Days** | ( 12/31/2028 ) | **VALUE OF THIS CHANGE** | $ | $ 977,958.00 |
| **NEW CONTRACT PERIOD** | 3050 **Days** | ( 12/31/2028 ) | **NEW CONTRACT** | $ | $ 2,065,206.00 |

# CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. #2
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

**PROJECT NO.** _____ **PROJECT NAME:** Snow Removal Equipment Building

**FILE NO.** 21-000344 **PROJECT MANAGER:** Adam Miele

## SIGNATURES

### SUBMITTER

**Project Manager** 2/3/2026 Date **Approved Signature** _____

**Department Head** 2/3/2026 Date **Approved Signature** Brian Gall Digitally signed by Brian Gall DN: C=US, E=brian.gall@flagstaffaz.gov, O=City of Flagstaff, OU=Flagstaff Pulliam Airport, CN=Brian Gall Reason: I am approving this document Date: 2026.02.03 15:50:16-07'00'

### COMMITTEE

**Water Services** _____ Date **Approved Signature** _____

**Public Works** _____ Date **Approved Signature** _____

**City Engineering** _____ Date **Approved Signature** _____

**City Attorney** _____ Date **Approved Signature** _____

**Finance** _____ Date **Approved Signature** _____

**Purchasing (Chair)** _____ Date **Approved Signature** _____

### EXECUTIVE

**City Manager** _____ Date **Approved Signature** _____

**Council Meeting Date (if required)** 08/19/2020 **Council Approved?** Yes ☑ No ☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

**FIRM NAME:** APMI Inc. **Signature:** _____ Digitally signed by Adam Siros Reason: I agree to the terms defined by the placement of my signature on this document Date: 2026.02.03 13:39:40-07'00'

**Date:** 02/03/2026 **Print Name and Title:** Adam Siros AIA - Principal

architecture
planning
management
interiors

**Date:** 28 October 2025

**To:**
Adam Miele
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

**Re:**
A/E Proposal – Add Service #02

Pulliam Airport -
Snow Removal Equipment Building

**Hello:**

The City of Flagstaff Team has requested that the APMI Team provide additional effort to provide schematic design, design development, and construction drawings for a reduced building size for the Snow Removal Equipment Building project at Pulliam Airport. The additional efforts include preparing a reduced size concept design package for a reduced building and site footprint and other miscellaneous design scope revisions which are outlined below.

The request for preparing a reduced size concept design and construction drawing package was the result of CMAR Contractors GMP Estimate at the 60% Construction Drawings on original SREB building and lack of agreement on FAA funding for project scope. The City of Flagstaff asked the APMI Team to redesign the site and reduce the building footprint to provide (4) four double stacked vehicle storage bays and 1 maintenance bay with vehicle wash facility.

The concept plan was provided, and contractor updated their estimates. From this, the concept plan and contractors estimate were reviewed by City of Flagstaff, FAA and APMI at a joint meeting in Phoenix.

After concurrence on concept plan was achieved by FAA and City, the 60% Construction Drawing Package was developed and provided to the contractor for GMP pricing. At the same time, City of Flagstaff Planning package was submitted and planning approval was received.

It has been decided that the APMI Design Team is to move forward with the final construction documents and construction administration for the reduced building concept, to project completion. The following fee proposal represents scope items needed for project completion to include:

- Finalizing Construction Drawings for a reduced building and site area, including the large detention basin to the northeast and encroachment into the temp parking lot. This scope will require additional architectural design from APMI, structural design from HME, MEP design from IMEG and civil engineering from Peak Engineering. See additional clarification on scope of work in the attached consultant proposals from HME, IMEG and Peak Engineering.

- Preparation of (2) two utility easement descriptions and exhibits from Peak. See additional clarification on scope of work in the attached consultant proposal from Peak Engineering.
- Additional design meetings, layout reviews and equipment manual updates from WRA. See additional clarification on scope of work in the attached consultant proposal from WRA.
- Construction Administration Services from WRA. See additional clarification of scope of work in the attached consultant proposal from WRA.
- Assemble FAA assurances specific to project and attend project meetings (8) eight virtual. See additional clarification on scope of work in the attached consultant proposal from Kimley-Horn.
- The filing of the FAA 7460 filing for the construction portion of the project. See additional clarification on scope of work in the attached consultant proposal from Kimley-Horn.
- Review and support in preparing the Construction Safety and Phasing Plan (CSPP) by Kimley-Horn. The preparation of the report will need to be completed by the general contractor once selected. See additional clarification on scope of work in the attached consultant proposal from Kimley-Horn.
- Construction Administration services from Kimley-Horn. See additional clarification on scope of work in the attached consultant proposal from Kimley-Horn.
- Included in this proposal is Special Inspection and Testing Services during construction from Speedie and Associates.

Project Exclusions: The original exclusions to the contract remain in effect. See attached consultant proposals for any additional exclusions to the proposed scope of work.

**FEE PROPOSAL:**

Below is a set of fees that we estimate will be required to accomplish the work as it is currently defined utilizing a standard approach to design services.

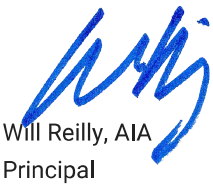
**Finalize Construction Drawings and Permitting for Revised Building Size Services:**

The total proposed fee for performing these services is Three Hundred Fifty-Nine Thousand, Five Hundred Twenty-Two Dollars & 60/100 (359,522.60). See attached fee proposal breakdown.

**Construction Administration Scope Services:** The total proposed fee for performing these services is Six Hundred Eighteen Thousand, Four Hundred Thirty-Five Dollars & 40/100 ($618,435.40). See attached fee proposal breakdown.

I trust that this proposal meets with your approval. The APMI Design Team will be able to start immediately after executing a contract or receipt of a Notice to Proceed (NTP).

Sincerely,
**APMI, Inc.**



Will Reilly, AIA
Principal

Attachments:
Fee Proposal Breakdown
APMI 2026 Labor Rates
PEAK Proposal Dated 10/27/2025
IMEG Proposal Dated 10/28/2025
HME Proposal Dated 10/24/2025
KLH Proposal Dated 10/26/2025
WRA Proposal Dated 10/27/2025
Speedie Proposal Dated 10/28/2025

APMI, Inc. - Architects / Planners / Interiors

File Name: 2025-10-27 Pulliam SRE - FeePropForm Building CD+CA Scope Revisions.xls

Date Prepared: 10/27/2025

Date Revised: N/A

Client: City of Flagstaff

**Sub-Project Name:** **Pulliam - Snow Removal Equipment Building**

**Client Project Number:** **2020-54**

**Contract Type:** **Lump Sum**

**Contract Number:** **NA**

APMI Project Number: APMI Project No. 20134.00

Discipline: APMI, Inc. - Project Management & Architectural

# COST PROPOSAL BREAKDOWN

## APMI, Inc. - Project Management & Architectural

**ESTIMATED DIRECT LABOR**

| No. | TASK | Principal | Architect | Senior Project Lead | Designer | Project Lead | CAD Draftsperson | Word Processing | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Deduct for previous rate adjustment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24500 |
| 2 | Meetings | 120 | 0 | 120 | 0 | 0 | 0 | 0 | 240 |
| 3 | Schematic Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4 | Design Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5 | Construction Documents | 16 | 30 | 30 | 30 | 60 | 160 | 32 | 358 |
| 6 | Approvals / Permitting | 0 | 20 | 0 | 0 | 0 | 40 | 0 | 60 |
| 7 | Bidding/GMP Review/Contract Award | 0 | 40 | 0 | 0 | 0 | 100 | 0 | 140 |
| 8 | Construction - Office | 12 | 120 | 0 | 0 | 110 | 100 | 0 | 342 |
| 9 | Construction - Field | 12 | 264 | 0 | 0 | 80 | 0 | 88 | 444 |
| 10 | Functional Testing/Project Verification | 8 | 30 | 120 | 0 | 0 | 40 | 24 | 222 |
| 12 | Record Drawings | 2 | 8 | 0 | 0 | 0 | 40 | 0 | 50 |
| 13 | Project Closeout | 2 | 16 | 0 | 0 | 0 | 40 | 0 | 58 |
| | | | | | | | | | 26414 |
| | **TOTAL HOURS:** | 172 | 528 | 270 | 30 | 250 | 520 | 144 | 1914 |
| | **% PARTICIPATION:** | 9% | 28% | 14% | 2% | 13% | 27% | 8% | |
| | **HOURLY RATE:** | $240.00 | $195.00 | $185.00 | $170.00 | $165.00 | $150.00 | $110.00 | |
| | **LABOR COST:** | $41,280.00 | $102,960.00 | $49,950.00 | $5,100.00 | $41,250.00 | $78,000.00 | $15,840.00 | |

**Total Estimated Professional Fees:** **$309,880**

**ESTIMATED INTERNAL EXPENSES**

*Listed by item at Estimated Actual Cost*

| | Quantity | Cost | Method of Compensation Each, LS, etc. | Total |
|---|---|---|---|---|
| Plotting: | 1 | $500.00 | Allowance | $500 |
| Reproduction | 1 | $2,000.00 | Allowance | $2,000 |
| Delivery/Mileage/Misc. Reimbursibles | 1 | $28,600.00 | Allowance | $28,600 |

**Estimated Expenses:** $31,100

**10.00%** **Multiplier:** $3,110

**Total Estimated Expenses:** **$34,210**

**ESTIMATED OUTSIDE SERVICES AND CONSULTANTS**

*Listed by Firm or Name at Estimated Cost*

| Firm | Method of Compensation CPNF, LS, etc. | Cost |
|---|---|---|
| IMEG (MEP Engineering) | LS | $73,560 |
| Peak Engineering (Civil Engineering) | LS | $112,285 |
| HME (Structural Engineering) | LS | $30,000 |
| WRA (Maintenance Consultant) | LS | $30,910 |
| KHA (FAA Specialist) | LS | $194,023 |
| Speedie (Special Inspection & Testing | Allowance | $135,465 |

**Total Estimated Outside Services:** $576,243

**10.00%** **Multiplier:** $57,624

**Total Estimated Consultants:** **$633,868**

**TOTAL ESTIMATED COST:** **$977,958**

architecture
planning
management
interiors

## Schedule of Hourly Rates for Professional Services

Rates Valid through December 31st, 2026

**Design Services:**

| | |
|---|---|
| Principal | $240.00 |
| Architect | $195.00 |
| Senior Project Lead | $185.00 |
| Designer | $170.00 |
| Project Lead | $165.00 |
| Draftsperson/Tech Staff | $150.00 |
| Word Processing / Clerical | $110.00 |

**Construction Services:**

| | |
|---|---|
| Construction Manager | $200.00 |
| Construction Observer | $160.00 |
| Roof Inspector | $160.00 |

Increases are normally anticipated the first of each year. Increases for 2027 could be in the range of 4% to 6%.

**CORPORATE**
3003 North Central Avenue
Suite 1100
Phoenix, AZ 85012
o. 480.998.0709

apmi.com

**Pulliam Airport Snow Removal Equipment Building**
Proposal for Civil Engineering for Construction Documents and Construction Phase Support
Peak Project No: 20APMI01.2
October 27, 2025

This scope of work is for civil engineering in support of a new Snow Removal Equipment Building at Pulliam Airport in Flagstaff, Arizona. To reduce the construction cost of the Pulliam Airport Snow Removal Equipment Building (SREB), the City of Flagstaff asked the design team to reduce building footprint and narrowed site improvements. This scope of services is for civil engineering to prepare construction documents based upon recently submitted 60% design plans completed under a separate scope of work. This scope is for development of the design from 60% to Final 1 and construction phase services.

| Task | Description | Fee |
|---|---|---|
| 1 | **Project Administration & Meetings**<br><br>Peak Engineering will participate in up to 4 workshops with the project design and/or construction team to review design and cost, and to capture comments for incorporation into the Final 1 design submittal.<br><br>Administration costs are estimated to be 10% of the total proposed design fee, distributed monthly for the design phase duration. Administration costs include internal project management (schedule, staffing, quality assurance, budget management) and communications not related to the workshops listed above. | $11,720 |
| 2 | **Construction Documents & Reports (Final 1 Plans)**<br><br>Peak Engineering will develop the 60% design plans and prepare Final 1 Plans, sealed by a registered professional engineer.<br><br>Prior to preparing Final 1 plans Peak will evaluate cost reduction options from Task 1 workshops. Analysis is anticipated to include evaluation of two storm drain options crossing Liberator Lane west of the air traffic control tower along with other minor design changes based on the contractor's 60% comments. Once these options have been evaluated and incorporated into the construction drawings, no additional cost reduction design changes are anticipated.<br><br>*On-site grading & drainage design plans* – preparation of detailed plans per the City's Civil Improvement plan submittal requirements, see Attachment 1. Peak will prepare stormdrain/channel and detention design sheets, an erosion control plan and construction control plan. See notes on the attached for documents to be prepared by others.<br><br>*Final drainage report* - perform stormwater runoff analysis for on-site drainage basins to establish stormwater routing. Includes design for stormwater treatment volume required by the COF. We will prepare a final drainage report per the COF Stormwater Design Manual.<br><br>*Site water & sewer design.* Includes site water main extension, water and sewer service design, coordination with MEP engineer to establish service sizes and connection locations and an on-site model of the | $55,505 |

| | | |
|---|---|---|
| | domestic water system for submittal. This task also includes preparation of an engineer's design report (EDR) and an engineer's opinion of probable construction cost (EOPCC) for public improvements for submittal to the COF for the water main extension. This proposal assumes a sewer service connection to the nearby sewer main is sufficient to serve the building and that sewer main design or review by ADEQ is not required. The proposal also assumes that the water main extension is below ADEQ's cost threshold of $50,000 and that ADEQ review is not required. | |
| 3 | **Construction Document Re-submittals (Final 2 Plans)**<br>Peak Engineering will address City review comments and CMAR constructability comments in one resubmittal which will be an addendum to the plan set.<br>Participate in a comment resolution meeting. | $12,850 |
| 4 | **Legal Descriptions and Exhibits**<br>Peak Engineering will coordinate with Northland Exploration Services to prepare a legal description and exhibit for the water main extension and gas service. | $3,300 |
| | **TOTAL DESIGN PHASE SERVICES** | **$83,375** |
| 5 | **Rough Grading Certificate**<br>An approved rough grading certificate is required by the City prior to obtaining the building permit. Peak Engineering's responsibility for the rough grading certificate is to verify detention volume, pipe sizing and outlet structure geometry and to perform a site visit to document erosion control best management practices (BMPs).<br>The Contractor is responsible for coordinating the elements of the rough grading cert which include review by the geotechnical engineer, surveyor and special inspection of retaining walls. We will rely on the Contractor's licensed surveyor to provide grades and measurements of drainage structures and retaining walls to ensure conformance with the permitted plans. Peak Engineering will review and compare the survey data (OFFICE) to the design to determine general conformance with required detention volume. Peak Engineering will perform a site visit (FIELD) to observe & document BMPs and drainage improvements. Contractor shall provide a minimum of 48-hours notice for Peak to schedule the site visit. | $8,680 |
| 6 | **Final Grading Certificate**<br>This includes preparation of record drawings, a site visit and preparation of the City's forms. We will rely on the Contractor's redlines and the Contractor's licensed surveyor to provide the documentation required for preparation of record, or as-built, plans. | $9,575 |
| 7 | **Construction Phase Services (OFFICE)** | $6,660 |

| | | |
|---|---|---|
| | Services will include attendance at a pre-construction meeting, attendance at construction meetings, as needed, up to 6, response to the Contractor's requests for information (up to 6) and material submittal reviews (utilities and pavements). | |
| 8 | **Construction Phase Services (FIELD)**<br>Peak Engineering has budgeted for up to 6 site visits during construction and a preliminary and final walk-through – 8 total visits with a duration of 2 hours/visit. | $3,870 |
| | TOTAL CONSTRUCTION PHASE SERVICES | $28,785 |
| | PROJECT EXPENSES (Printing & Mileage) | $125 |
| | **TOTAL CIVIL ENGINEERING PROPOSED FEE** | **$112,285** |

**SCHEDULE**

Peak Engineering anticipates the tasks beginning immediately upon issuance of a contract and extending through 2028 (substantial completion). Final 1 Plans are tentatively scheduled for May 2026. Permitting is anticipated in Fall of 2026 with construction commencing in early 2027 for a one-year duration.

**ASSUMPTIONS & EXCLUSIONS**

LEED documentation is not included.

Submittal fees are not included. There will be a City Civil Improvement Plan review fee. These fees are calculated at time of submittal.

Per the final plat for Pulliam Airpark, Tract 2 Resource calculations are based on the Terminal Construction Project. Tract 2 is reserved for Airport use. This proposal assumes that a resource protection plan and calculations are not required.

A water & sewer impact analysis is not required for the project.

We assume that there will be a water main extension to serve a hydrant and domestic water service to the proposed building. Other water main replacements or extensions are not included. Water main extension does not required ADEQ submittal.

A fire flow test may be required for the project and this is not included.

We assume that a sewer main extension is not required. Rather, a sewer service can be extended from the building to a nearby main. We assume that this will be a gravity sewer service.

Public outreach is not included.

Traffic engineering is not required. This assumes that the City will not require a Traffic Impact Statement (TIS) or Analysis (TIA) for this project.

Construction phase excludes inspection and quality control testing.

Excludes regular attendance at construction meetings.

- END -

| | |
|---|---|
| **Client Name: APMI** | **Client Information** |
| **Project Name: Pulliam Airport SREB** | *Name:* *Will Reilly* |
| **Project Number: 20APMI01.2** | *Address:* |

## Project Budget Summary

| Task | Task Description | Principal Engineer | | Project Manager | | Project Engineer | | Designer | | Engineering Intern | | Technical Drafter | | Clerical | | Total Hours | Labor Cost per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate: | $240 | | $215 | | $195 | | $150 | | $100 | | $100 | | $90 | | | |
| | | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | | |
| 1 | Task 1: Project Admin & Workshops | 14.00 | $ 3,360 | 28.00 | $ 6,020 | 12.00 | $ 2,340 | - | $ - | - | $ - | - | $ - | - | $ - | 54.00 | $ 11,720 |
| 2 | Task 2: Constr. Docs (Final 1 Plans) | 18.00 | $ 4,320 | 88.00 | $ 18,920 | 127.00 | $ 24,765 | 50.00 | $ 7,500 | - | $ - | - | $ - | - | $ - | 283.00 | $ 55,505 |
| 3 | Task 3: Constr Docs Final 2 Plans | 5.00 | $ 1,200 | 20.00 | $ 4,300 | 30.00 | $ 5,850 | 10.00 | $ 1,500 | - | $ - | - | $ - | - | $ - | 65.00 | $ 12,850 |
| 4 | Task 4: Legals & Exhibits (by Subconsultant) | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 5 | Task 5: Rough Grading Cert | 2.00 | $ 480 | 20.00 | $ 4,300 | 20.00 | $ 3,900 | - | $ - | - | $ - | - | $ - | - | $ - | 42.00 | $ 8,680 |
| 6 | Task 6: Final Grading Cert | 2.00 | $ 480 | 7.00 | $ 1,505 | 12.00 | $ 2,340 | 35.00 | $ 5,250 | - | $ - | - | $ - | - | $ - | 56.00 | $ 9,575 |
| 7 | Task 7: Construction Phase (OFFICE) | - | $ - | 21.00 | $ 4,515 | 11.00 | $ 2,145 | - | $ - | - | $ - | - | $ - | - | $ - | 32.00 | $ 6,660 |
| 8 | Task 8: Construction Phase (FIELD) | - | $ - | 18.00 | $ 3,870 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | 18.00 | $ 3,870 |
| 9 | Task 9: | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 10 | Task 10: | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | LABOR TOTAL: | | $ 9,840 | | $ 43,430 | | $ 41,340 | | $ 14,250 | | $ - | | | | $ - | | $ 108,860 |

### Reimbursable Project Expenses

| | | |
|---|---|---|
| A | Printing & Reprographics | $ 50 |
| B | Mileage | $ 75 |
| C | Meals & Lodging | $ - |
| D | Equipment | $ - |
| E | Other (Parking) | $ - |
| | RPE TOTAL: | $ 125 |

### Sub-Consultants

| | |
|---|---|
| Survey (Legals & Exhibits) | $ 3,300 |
| Landscape Architect | $ - |
| Architect | $ - |
| Geotechnical | $ - |
| Other | $ - |
| SUB-CONSULTANT TOTAL: | $ 3,300 |

***PROJECT TOTAL:***

**$ 112,285**

# CIVIL CONSTRUCTION PLAN SUBMITTAL & PROCESSING

for

## Residential & Commercial Development Projects

January 28, 2022

The City of Flagstaff (COF) requires that civil construction plans and associated documents pertaining to new improvements for private land development projects be reviewed and approved prior to construction. This includes improvements (including water and sewer main extensions to existing lots) for residential and non-residential subdivisions and land splits (hereinafter referred to as *subdivisions*) as well as improvements for commercial/industrial/multi-family sites and parking lots (hereinafter referred to as *commercial sites*). This handout is intended to provide guidance to applicants and consultants so that a clear understanding of the City of Flagstaff civil construction plan submittal and review process can be gained.

### Submittal of a Civil Construction Plan Application

Application may be made after preliminary plat approval for a subdivision or IDS site plan approval for a commercial site is obtained and shall be submitted and processed independently of the COF building permit submittal process utilizing the application form and flow chart included in this packet. COF review time frames are: completeness review – 3 working days, substantive review – 45 working days. **For plan sets of 20 or more sheets, or at the discretion of the City Engineer, an additional 15 days are added to the substantive review time frame, for a total of 60 days for substantive review.**

### House Bill 2443 Requirements and Application Processing

Arizona House Bill 2443 (an amendment to Arizona Revised Statues resulting from Senate Bill 1598 which is known as the Regulatory Bill of Rights), became effective September 13, 2013 and is intended by the legislature to ensure fair, consistent, and open regulation of permit applications by Arizona municipalities. As a result, the COF is required to follow application processing procedures outlined and mandated by HB 2443. Following is a summary of key rules, policies and procedures that are now in effect for the above listed applications.

- A <u>completeness review</u> of an application must be performed prior to the substantive review. The COF must provide a written list of application deficiencies within the published time frame for the completeness review. The COF review time frame will be suspended (the clock is stopped) during the applicant's time to prepare a resubmitted application. The COF may issue additional lists of application deficiencies within the published time frame for the completeness review. The published submittal checklist for each application type will be used to determine completeness, and the application is not deemed complete until all required information has been submitted.

- A <u>substantive review</u> (detailed compliance review) can only commence once the application is deemed complete. The COF substantive review of an application must be performed within the published time frame. The COF review time frame will be suspended (the clock is stopped) during the applicant's time to prepare a resubmitted application. The COF may make supplemental requests for corrections to the application as long as the review time frame is not exceeded. The COF must issue an approval or denial of the overall application within the published time frame.

- A denial of the application by the COF will result in the need for the applicant <u>to reapply and to restart the entire process with additional application fees being assessed</u>.

- The COF and the applicant may mutually agree in writing to extend the substantive review time frame up to 50% of the overall review time frame.

An expedited review process that allows the COF to review and process an application within a faster time schedule than usual is offered to an applicant if the project includes affordable housing units within the development. Following COF approval of all construction plan submittal documents, the Engineering Project Manager will notify the applicant's consultant and request mylar drawings for City signatures. The mylars shall have franchise utility signatures prior to submittal to the City. One complete set of mylar plans plus one additional mylar cover sheet shall be submitted. The City retains the complete set while the additional cover sheet is returned to the consultant to print the required plan sets for future permitting purposes.

## References

The following documents adopted by the City of Flagstaff may be of use to the applicant and design professional during preparation of the required submittal documents. The COF prepared documents can be found at the City's website (under each listed division/section) at www.flagstaff.az.gov.

- *COF Zoning Code*, abbreviated as **ZC** (Community Development/Zoning Code)
- *COF Engineering Design and Construction Standards & Specifications for New Infrastructure*, abbreviated as **ES** (Community Development/Engineering/Engineering Design Standards)
- *Maricopa Association of Governments - Uniform Standards for Public Works Construction*, abbreviated as **MAG** (www.azmag.gov)
- *COF Stormwater Management Design Manual*, abbreviated as **SMDM** (Utilities/Stormwater Management)
- *COF Low Impact Development Guidance Manual for Site Design and Implementation*, abbreviated as **LID** (Utilities/Stormwater Management)
- *International Building Code*, abbreviated as **IBC** (Community Development/Planning & Development Services/Building & Safety)
- *COF Incentive Policy for Affordable Housing*, abbreviated as **IPAH** (Community Development/Housing Section)

## Required Submittal Documents

The following documents must be included in a construction plan submittal in order for the application to be deemed complete. Incomplete applications will not be accepted for substantive review. Submittal documents shall be sealed by a licensed design professional in accordance with Arizona Revised Statutes Title 32, Chapter 10 and Arizona Administrative Code Title 4, Chapter 30.

1. **Completed Application Form**

   Application form is included in this packet. By Others

2. **Comment Response to Concept Plan, Site Plan, or Preliminary Plat Approval**

   Provide a copy of, and responses to, the conditions of approval and subsequent submittal requirements provided with your site plan approval. APMI to provide.

**3. Construction Plans for Improvements**

Construction plans representing the detailed design of public and private improvements are required. Construction plan content and format shall conform to *ES* and *SMDM.*

For subdivisions, construction plans shall include the following:

- ✓ cover
- ✓ general notes
- ✓ master utility plan
- ✓ domestic water system
- ✓ sanitary sewer collection system
- ✓ drainage facilities including detention, LID, & conveyance
- ✓ irrigation system for public landscaping
- ✓ streets, including striping and signage
- ✓ street lighting
- ✓ traffic signal (if applicable)
- ✓ site grading
- ✓ retaining walls (if applicable)
- ✓ FUTS trail (if applicable)
- ✓ erosion control/stormwater pollution prevention plan sheets
- ✓ details

For commercial sites, construction plans shall include the following:

- ✓ cover
- ✓ general notes
- ✓ parking lot, including striping, ADA requirements, dumpster screening
- ✓ off-site street improvements (if applicable)
- ✓ domestic water system
- ✓ sanitary sewer collection system
- ✓ drainage facilities including detention, LID, & conveyance
- ✓ site grading
- ✓ retaining walls (if applicable) By Others
- ✓ FUTS trail (if applicable) N/A
- ✓ erosion control/stormwater pollution prevention plan sheets
- ✓ details

**4. Final Landscape Plan –** *Include in Construction Plans* Not required, not included.

The Final Landscape Plan prepared in accordance with *ZC, ES,* and *LID* shall represent required public and/or private landscaping and shall also delineate the boundaries of proposed stormwater detention and LID drainage features. The plan shall be incorporated into the final mylar construction plan set.

**5. Final Resource Protection Plan** – *Include in Construction Plans* Not required, not included

The Final Resource Protection Plan prepared in accordance with *ZC* and *ES* shall represent required resource protection and shall also delineate the boundaries of proposed stormwater detention and LID drainage features. The plan shall be incorporated into the final mylar construction plan set.

**6. Water & Sewer Systems Design Report**

A Water & Sewer Systems Design Report is required for new subdivisions and for public water or sewer system additions or modifications for a commercial site. The report shall be prepared in accordance with *ES.*

**7. Geotechnical Soils Report** By others

A Geotechnical Soils Report is required per *ES* and *IBC* for projects with 1) a required pavement section design, or 2) graded slopes steeper than those allowed by COF standards, or 3) a retaining wall. The report shall address the listed site issues if they are applicable to the project site.

**8. Final Drainage Report**

The Final Drainage Report shall be prepared in accordance with *SMDM.*

**9. Operation & Maintenance Manual for LID Drainage Facilities**

The O & M Manual shall be prepared in accordance with *LID*.

**10. Engineer's Estimate of Construction Cost**

An Engineer's Estimate of construction costs for all improvements for which Assurance of Performance is required shall be prepared in accordance with *ZC* and shall be certified by a licensed design professional. Guidelines for preparing the estimate can be located on the Community Development/Engineering/Engineering Applications website.

**11. Request for Variance to COF Engineering Standards or Stormwater/LID Requirements**

A written request for all proposed variances shall be submitted in accordance with *ES*, *SMDM,* and *LID*.

**12. Application Fee Deposit** By others

The COF requires a non-refundable application fee with a construction plan submittal. A fee deposit of $250 per plan sheet (for plan sets with 10 or more sheets) or a flat fee of $500 (if less than 10 sheets) is required with the submittal. Total fees will be calculated by the Engineering Project Manager during review of the first submittal and the remaining balance will be due and payable prior to approval of the application. Full review fees are calculated based on the Engineering User Fees adopted by COF Ordinance #2017-16. Below is the summary of fees that will be charged.

- $513 per sheet – *all sheets*
- $166 per sheet – *Grading and Drainage sheets*
- $266 Drainage Report Review Fee
- $59 Soils Report Review Fee

## Further Information

For further information regarding civil construction plan submittal & processing, please contact:

Development Engineering
928-213-2678
engineeringpermits@flagstaffaz.gov

City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001

HUBBARD MERRELL ENGINEERING

1623 N First Street, Ste 201
Flagstaff, Arizona 86004

Office: (928) 526-6174

October 24, 2025

Adam Siros, AIA
APMI
8300 North Hayden Road
Suite A-209
Scottsdale, Arizona 85258

**RE: Additional Services Proposal for:**
**Flagstaff Pulliam Airport Snow Removal Equipment Building (SREB)**

Dear Mr. Siros:

Thank you for considering Hubbard Merrell Engineering as a work partner for completing this project. We appreciate the opportunity to once again offer our services to support the Flagstaff Pulliam Airport SREB.

**PART I: ADDITIONAL SERVICES SCOPE:**

The additional services proposal has three separate specific phases. The scope of the first phase is to take the drawings for the foundations of the metal building from 60% to Construction Documents and to take the drawings for the site retaining walls to Construction Drawing level as well. The second phase will be a redesign of the foundations once a final metal building has been procured after permits have been issued and a final supplier is chosen. The last phase is construction administration for the final construction of the building and walls designed in the first two phases. These rates assume that the final phase may occur as late as 2028.

**PART II: COST FOR ENGINEERING, DESIGN AND DRAFTING SERVICES**

1) Construction Documents ---------- $12,000.00 Lump Sum
2) Metal Building Foundation Redesign ---------- $10,000.00 Lump Sum
3) Construction Administration ---------- $8,000.00 Hourly, Not-to Exceed

Thank you for this opportunity to work with you again. Please let me know if you have any questions regarding this proposal.

Sincerely,

David S. Merrell, P.E., S.E.
Principal

Whitman, Requardt & Associates, LLP
Engineers · Architects · Environmental Planners Est. 1915

October 27, 2025

Adam Siros
APMI
8300 N Hayden Rd Ste A209,
Scottsdale, AZ 85258

Re: Pulliam Airport Snow Removal Equipment Building

Dear Mr. Siros:

Whitman, Requardt and Associates, LLP (WRA) is pleased to submit our proposal for construction phase services, including shop drawing submittal reviews and punchlist.

1. Scope of Services (See Atch 1)
2. Compensation

   The proposed compensation by Phases:

| PHASE 4: CONSTRUCTION ADMINISTRATION | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| *Seymore* | Maint/Ops Planner | 40 | 220.00 | 8,800.00 | Airfare | 1 | rt | 1,000.00 | 1,000.00 |
| *Sheldon* | Equipment Specialist | 40 | 145.00 | 5,800.00 | Per Diem | 2 | days | 120.00 | 240.00 |
| | | | | | Car Rental | 2 | day | 165.00 | 330.00 |
| | | | | | Hotel | 1 | day | 180.00 | 180.00 |
| | | | | | Miscellaneous directs | | | | 120.00 |
| | subtotal | 80 | | 14,600.00 | subtotal | | | | 1,870.00 |
| | grand total labor | 80 | | $14,600.00 | grand total expenses * | | | | $1,870.00 |
| | **grand total labor and expenses** | | | **$16,470.00** | | | | | |
| * | Direct expenses will be billed as incurred. Every effort will be made to minimize these costs. | | | | | | | | |

| | | |
|---|---|---|
| **Subtotal for Base Services:** | **80 hours at** | **$14,600** |
| **Expenses:** | | **$1,870** |
| **Total for Base Services:** | | **$16,470** |

Additional Services will be based on the following rates:

- Maintenance / Operations Planner $220.00 / Hour
- Equipment Specialist $145.00 / Hour

We look forward to providing our services to your office on this important planning project. If you have any questions or comments regarding our proposal or the project in general, please contact us, at your convenience to discuss them.

Very truly yours,

Whitman, Requardt and Associates, LLP

Baltimore, Maryland 21231
/w.wrallp.com · Phone: 410.235.3450 · Fax: 410.243.5716

Ryan Seymore

Associate

Atchs

1. SCOPE OF WORK, Pulliam Airport Snow Removal Equipment Building, 10/24/2025

**SCOPE OF WORK**

**Pulliam Airport Snow Removal Equipment Building**
**10/27/2025**
**Whitman Requardt & Associates**

**TASK 1: 95% Construction Documents**

**This effort is an extension of the Bid and Permitting submission for the Pulliam airport.**

**PHASE 4: CONSTRUCTION ADMINISTRATION**

**Work Elements:**

Construction

- Review and respond to contractor's submittals (shop drawings, product literature, operation and maintenance manuals) on maintenance equipment.
- Review and respond to requests for clarification from the contractor.
- Review and respond to requests for change orders and assist in the preparation of change orders for WRA specified equipment items as necessary.
- Make one on-site review for the final punchlist walkthrough

**Deliverables:**

- Response to Submittals.
- Written Response to Requests for Clarification, as necessary.

**Estimated Travel:** One 2-Day Trip.

**Estimated Fee:**

- Labor: $14,600
- Expenses: to be billed as incurred not to exceed: $1,990

**ASSUMPTIONS, LIMITATIONS AND EXCLUSIONS**

- APMI has submitted the 60% drawing package to the Construction Manager at Risk for pricing.
- WRA is providing no Architectural or Engineering services as part of this scope of work.
- WRA will provide drawing markups in pdf format to APMI for inclusion on the architectural drawings.
- All deliverables will be in digital format. Hard copy prints will be by others.
- Additional trips, over and above those listed above, will be billed at cost as an additional fee.
- Design Coordination meetings with Architect will be limited to virtual meetings, no in-person meetings are planned.
- Equipment Manual updates are limited to the deliverable at each phase defined above, interim changes will not be provided due to in-progress space reconfigurations and equipment count changes.
- Proposal assumes no new equipment beyond what was included in the 60% drawings and specifications. Additional equipment or major changes to existing equipment already specified will be evaluated and an additional service may be submitted.
- Other than the cost estimate information in the Equipment Manual, additional cost estimating information will not be provided.
- No travel is required by WRA to attend meetings during Bidding and Permitting
- WRA liability will be limited to the value of our compensation.
- WRA is not required to prepare as-built drawings or participate in Closeout Documentation Review
- Attending Team Coordination Meetings:
    - Meeting with be attended remotely by WRA
    - Only select meetings will require WRA
    - Assumption is 2 hours per meeting (one for prep and one for actual meeting)
    - Project will be constructed utilizing a Construction Manager at Risk.

Whitman, Requardt & Associates, LLP
Engineers · Architects · Environmental Planners Est. 1915

October 27, 2025

Adam Siros
APMI
8300 N Hayden Rd Ste A209,
Scottsdale, AZ 85258

Re: Pulliam Airport Snow Removal Equipment Building

Dear Mr. Siros:

Whitman, Requardt and Associates, LLP (WRA) is pleased to submit our Memo of Understanding for the proposed scope of work identified below to modify the specifications and provide markups for drawing revisions to be completed by APMI.

1. Scope of Services (See Atch 1)
2. Compensation

   The proposed compensation by Phases:

| | LABOR | | | | | EXPENSES * | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Category | Hours | Rate | Cost | | Qty. | | Rate | Cost |
| **TASK 1:CONSTRUCTION DOCUMENTS** | | | | | | | | | |
| *Seymore* | Maint/Ops Planner | 28 | 220.00 | 6,160.00 | Airfare | 0 | rt | 850.00 | 0.00 |
| *Sheldon* | Equipment Specialist | 22 | 145.00 | 3,190.00 | Per Diem | 0 | days | 100.00 | 0.00 |
| | | | | | Car Rental | 0 | day | 150.00 | 0.00 |
| | | | | | Hotel | 0 | day | 160.00 | 0.00 |
| | | | | | Miscellaneous directs | | | | 0.00 |
| | subtotal | 50 | | 9,350.00 | subtotal | | | | 0.00 |
| **TASK 2:BID DOCUMENTS** | | | | | | | | | |
| *Seymore* | Maint/Ops Planner | 8 | 220.00 | 1,760.00 | Airfare | 0 | rt | 850.00 | 0.00 |
| *Sheldon* | Equipment Specialist | 10 | 145.00 | 1,450.00 | Per Diem | 0 | days | 250.00 | 0.00 |
| | | | | | Car Rental | 0 | day | 125.00 | 0.00 |
| | | | | | Miscellaneous directs | | | | 0.00 |
| | subtotal | 18 | | 3,210.00 | subtotal | | | | 0.00 |
| **TASK 3:PERMITTING** | | | | | | | | | |
| *Seymore* | Maint/Ops Planner | 8 | 220.00 | 1,760.00 | Airfare | 0 | rt | 850.00 | 0.00 |
| *Sheldon* | Equipment Specialist | 0 | 145.00 | 0.00 | Per Diem | 0 | days | 250.00 | 0.00 |
| | | | | | Car Rental | 0 | day | 150.00 | 0.00 |
| | | | | | Miscellaneous directs | | | | 120.00 |
| | subtotal | 8 | | 1,760.00 | subtotal | | | | 120.00 |

| | | |
|---|---|---|
| **Subtotal for Base Services:** | **76 hours at** | **$14,320** |
| **Expenses:** | | **$120** |
| **Total for Base Services:** | | **$14,440** |

Additional Services will be based on the following rates:

- Maintenance / Operations Planner $220.00 / Hour
- Equipment Specialist $145.00 / Hour

We look forward to providing our services to your office on this important planning project. If you have any questions or comments regarding our proposal or the project in general, please contact us, at your convenience to discuss them.

Very truly yours,

Whitman, Requardt and Associates, LLP

Ryan Seymore

Associate

Atchs

1. SCOPE OF WORK, Pulliam Airport Snow Removal Equipment Building, 10/24/2025

# SCOPE OF WORK

**Pulliam Airport Snow Removal Equipment Building**
**10/24/2025**
**Whitman Requardt & Associates**

**TASK 1: 95% Construction Documents**

**This effort is an extension of the 60% design submission for the Pulliam airport.**

**Work Elements:**

Maintenance Equipment

- Advance maintenance equipment layout.
  - All functional areas identified in the equipment list to be included.
- Advance specifications for approximately 5 equipment items.
- Update the equipment manual with changes since Design Development.
- Review Construction Manager at Risk (CMAR) equipment substitution requests/value engineering and provide comments.
- Review CMAR cost estimate and provide comments.

Construction Document Quality Control

- Coordinate operational and equipment related functional requirements for human engineering and building systems and components including architectural, structural, mechanical, electrical, and plumbing. Items to be addressed include:
  - Coordination of utility requirements for all maintenance equipment.
- Review architectural and engineering (civil, structural, mechanical, electrical, plumbing) design for compliance with the approved design criteria, operational/maintenance concepts, and maintenance equipment requirements.

Pricing

- Review and respond to Construction Manager's questions and requests for substitutions related to maintenance equipment specified by WRA.
- Provide information to clarify the intent of the bid documents related to maintenance equipment items to APMI to prepare updates.
- Assist in the review of equipment bids for specification compliance.

**Deliverables** (95 packages)**:**

- Updated Equipment Specifications.
- Equipment Manual (95% Only)

- Quality Control Review Comments.
- CMAR cost and equipment comments

**Estimated Travel**: None

**Estimated Fee:**

- Labor: $9,350
- Expenses: N/A

**TASK 2: FINAL CONSTRUCTION DOCUMENTS**

**Work Elements:**

Maintenance Equipment

- Advance and finalize maintenance equipment layout. Primary changes anticipated to be a result of CMAR equipment substitutions and value engineering efforts.
  - All functional areas identified in the equipment list to be included.
- Advance and finalize specifications for approximately 5 equipment items.
- Update the equipment manual with changes since 95%.

Construction Document Quality Control

- Coordinate operational and equipment related functional requirements for human engineering and building systems and components including architectural, structural, mechanical, electrical, and plumbing. Items to be addressed include:
  - Final coordination of utility requirements for all maintenance equipment.
- Review architectural and engineering (civil, structural, mechanical, electrical, plumbing) design for compliance with the approved design criteria, operational/maintenance concepts, and maintenance equipment requirements.

**Deliverables (**Final/Bid package)**:**

- Equipment Layout Drawings.
- Equipment Specifications.
- Equipment Manual (Final)
- Quality Control Review Comments.

**Estimated Travel**: None

**Estimated Fee:**

- Labor: $3,210
- Expenses: N/A

**TASK 3: PERMITTING**

**Work Elements:**

Permitting

- Equipment drawings are provided for Reference Only and are not signed and sealed for permitting.
- WRA will provide clarification in written format at required to address permit questions.

**Deliverables:**

- Written Response to Questions.
- Addendum Items, as necessary.

**Estimated Travel:** None.

**Estimated Fee:**

- Labor: $1,760
- Expenses: $120

**TASK 4: CONSTRUCTION ADMINISTRATION**

**Included under separate proposal**

**ASSUMPTIONS, LIMITATIONS AND EXCLUSIONS**

- APMI has submitted the 60% drawing package to the Construction Manager at Risk for pricing.
- WRA is providing no Architectural or Engineering services as part of this scope of work.
- WRA will provide drawing markups in pdf format to APMI for inclusion on the architectural drawings.
- All deliverables will be in digital format. Hard copy prints will be by others.
- Additional trips, over and above those listed above, will be billed at cost as an additional fee.
- Design Coordination meetings with Architect will be limited to virtual meetings, no in-person meetings are planned.
- Equipment Manual updates are limited to the deliverable at each phase defined above, interim changes will not be provided due to in-progress space reconfigurations and equipment count changes.
- Proposal assumes no new equipment beyond what was included in the 60% drawings and specifications. Additional equipment or major changes to existing equipment already specified will be evaluated and an additional service may be submitted.
- Other than the cost estimate information in the Equipment Manual, additional cost estimating information will not be provided.
- No travel is required by WRA to attend meetings during Design, Bidding or Permitting
- WRA liability will be limited to the value of our compensation.
- WRA is not required to prepare as-built drawings or participate in Closeout Documentation Review
- Attending Team Coordination Meetings:
    - Meeting with be attended remotely by WRA
    - Only select meetings will require WRA
    - Assumption is 2 hours per meeting (one for prep and one for actual meeting)
    - Project will be constructed utilizing a Construction Manager at Risk.

Kimley»Horn

# Scope of Services

Kimley-Horn will provide professional construction phase services as specifically stated below.

**TASK 1 - PROJECT ADMINISTRATION:**

1. Prepare project scope of work and contract.
2. Develop and Monitor Project Budgets and Billings to the Client
3. Attend up to eight virtual project coordination meetings with the FAA and/or City of Flagstaff

**TASK 2 – PRE-BID DOCUMENTATION:**

1. Review of the project specific construction specifications for construction items subject to FAA's guidelines.
2. Assemble FAA Assurances specific to the project
3. Assemble FAA General Contract Provisions
4. Assemble a Construction Safety and Phasing Plan in accordance with the requirements of FAA Advisory Circular 150/5370-2G *Operational Safety of Airports During Construction*.
5. Assemble a Construction Management Plan in accordance with the requirements of FAA Advisory Circular *150/5370-12B Quality Management for Federally Funded Airport Construction Projects*
6. Assemble and submit a Construction 7460-1

**TASK 3 – CONSTRUCTION ADMINISTRATION SERVICES:**

**Pre-Construction Activities**

1. **Awarding of Contract and Notice to Proceed Coordination:** Consultant will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. We will prepare a written summary of this tabulation and evaluation.

2. **Pre-Construction Conference:** Consultant will conduct a Pre-Construction Conference prior to commencement of Work at the Site.

3. **Pre-Construction Activities:** Consultant will conduct the following pre-construction activities:
   - Review Contractor's Quality Control Program
   - Review submittals, mix designs, and shop drawings subject to FAA specifications and requirements
     (Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.)

**Construction Activities – 52 Weeks of Construction Anticipated**

1. **Construction Observation:** Consultant will make up to monthly trips to the site for up to 12 months

for a total of up to 12 site visits. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, the Project Engineer will determine if the Contractor's work is generally proceeding in accordance with the Contract Documents. Consultant shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, or for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's finishing and performing the work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility of any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

2. **Construction Administration:** The consultant shall provide construction administrative services including the following: establish and maintain correspondence and project files, document Contractor's conformance to the contract documents, review and document Contractor's compliance for Davis Bacon wage standard requirements, review quantities and monthly payment request, conduct weekly progress meetings and prepare meeting minutes, review Contractor shop drawing submittals, review change order request, review Contractor's quality control plan, review Contractor's on going quality control material testing program, provide weekly construction reports to the Federal Aviation Administration and submit any observed noncompliance or deficiency reports.

   More specifically, the duties of the Consultant include the following:

   - Submit weekly construction observation reports and attend weekly construction meetings.
   - Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
   - Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
   - Maintain record of quantity of materials used on the project.
   - Maintain copies of acceptance test reports on site.
   - Maintain set of working drawings which can be used to prepare "as-constructed" drawings.
   - Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
   - Consultant may evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
   - Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant

recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

**TASK 3 – POST CONSTRUCTION SERVICES:**

1. **Final Close-Out:** Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

   Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

   Consultant will assist the Client in assembling information for a Final Change Order for the final project quantities and in reviewing the final application for payment from the Contractor and in assembling the contractor-supplied contract documents.

2. **Post Construction Assistance:** Consultant will provide assistance and consultation to the Client for up to one month following the project final completion. This will include up to one site visit to document any Contractor deficiencies in their work. Any additional assistance beyond the one-month period or additional site visits will be on a time and material basis for fee.

3. **Final Construction Report:** Consultant will provide a Final Construction Report that includes a Project Description and copies of:

   - Pre-Construction Documents: Contract schedule, agenda, minutes, Contractor's quality control plan, storm water pollution prevention plan;
   - Construction Documents: Weekly Federal Aviation Administration inspection reports, monthly applications for payments, submittals and the submittal control log;
   - Final Documents: Final quantity computations and quantities, and final change order;

- Appendix Materials: Contractor's certified payrolls, field test results and scale tickets.

**ADDITIONAL INFORMATION:**

**Limitation of Responsibilities:** Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

**Services Not Included:** Any other services, including but not limited to the following, are not included in this Agreement: Coordination with Airport Tenants and Users, Survey, Geotechnical Testing, Quality Assurance Testing.

**Additional Services**: Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

**Information Provided By Client**: We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

**Responsibilities of Client:** In addition to other responsibilities set out in this Agreement, the Client shall: Coordinate with airport users and tenants regarding this project, issue NOTAMS prior to site visits and investigations conducted by the Consultant and Subconsultants, review submittals in a timely fashion and provide written comments of the desired changes to the contract documents (plans and specifications) within 14 calendar days of receiving the submittal from the Consultant, furnish and review specification front end documents including, DBE, legal, bonding and other provisions as required for the contract documents.

**Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1 through 4 plus expenses for the total lump sum fee of $ 167,964.01. A breakdown of the fees for each individual task is shown in the attached Exhibits. Individual task amounts are informational only.

| | |
|---|---|
| Task 1 Project Administration | $ 35,623.00 |
| Task 2 Pre-Bid Documentation | $ 15,913.00 |
| Task 3 Construction Administration Services | $ 110,489.00 |
| Task 3 Post Construction Services | $ 17,176.00 |
| Expenses | $ 14,822.25 |
| Total Lump Sum Fee | $ 194,023.25 |

**Closure**

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Brandon Robinson, PE
Project Engineer

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Sarah Langley, Public Affairs Director

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

**TITLE:**
**Ratification of Public Comment in Opposition of Aquifer Protection Permit Exemption Request**

**STAFF RECOMMENDED ACTION:**

Retroactively approve the public comment.

**Executive Summary:**
Staff were made aware of an opportunity to submit a public comment on behalf of the City of Flagstaff in reference to an Individual Aquifer Protection Program (APP) Permit Exemption to Desert Mountain Energy for McCauley Field helium well stimulation in Navajo County, Arizona. The Aquifer Protection Program (APP) permit is designed to protect groundwater aquifers in Arizona and prevent further degradation of an aquifer at a point of compliance by any person/company that operates a discharging facility. Accordingly, ADEQ should require DME to obtain an Aquifer Protection Permit to best ensure groundwater in our region remains safe and uncontaminated. The deadline for public comment was Feb. 19 and staff submitted the comment to ADEQ on Feb. 17.

**Financial Impact:**
N/A

**Policy Impact:**
N/A

**Previous Council Decision or Community Discussion:**
Council has previously discussed similar courses of action related to DME and helium drilling during public meetings.

**Options and Alternatives to Recommended Action:**
N/A

**Background and History:**
N/A

**Connection to PBB Priorities and Objectives:**
N/A

**Connection to Regional Plan:**
N/A

**Connection to Carbon Neutrality Plan:**

N/A

**Connection to 10-Year Housing Plan:**
N/A

**Connection to Division Specific Plan:**
N/A

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**Attachments:** Public Comment

CITY OF
FLAGSTAFF

February 12, 2026

ADEQ
Water Quality Division, Groundwater Mining & Industrial Permits
Attn: Daniel Reeder
1110 W. Washington St.
Phoenix, AZ 85007

RE: Aquifer Protection Permit Exemption - Desert Mountain Energy – McCauley Field Helium Well Stimulation - APP Permit No. 515038

Dear Members of the ADEQ Water Quality Division,

The City of Flagstaff is writing to express its strong opposition to the Aquifer Protection Permit Exemption request submitted by Desert Mountain Energy (DME) for the McCauley Field Helium Well Stimulation (APP Permit No. 515038). We respectfully urge ADEQ to withdraw the preliminary exemption and require an Individual Aquifer Protection Permit (APP) for the proposed helium well stimulation activities. The City respectfully requests that ADEQ conduct a public hearing to provide local residents and other stakeholders with a meaningful opportunity to voice concerns and become fully informed about the risks associated with granting the permit exemption.

ADEQ's program guidance explains that, while helium extraction may occur without stimulation, "for the few cases where well stimulation is needed… ADEQ requires facility operators to obtain an APP." The current preliminary determination would depart from that existing safeguard without demonstrating an equal or greater level of protection. There are no aquifers exempt from this requirement; all aquifers in Arizona are designated as potable water supplies. A.R.S. § 49-224(B).

Northern Arizona communities, including Flagstaff, rely on the regional C-Aquifer groundwater system for their long-term water supplies and water security. Recent and pending legislative proposals (SB 1444 in 2025 and SB 1087 in 2026) seek to statutorily exempt helium exploration and production wells from APP requirements. The City has opposed such changes because they diminish ADEQ's ability to protect groundwater from hazardous activities by requiring APP level controls and monitoring wells. These tools are essential to protect drinking water.

In coordination with federal and tribal partners and regional stakeholders Flagstaff is advancing and developing the Red Gap Ranch regional water supply for sustainable regional development, and to project and enhance resilience against drought, wildfire, and other risks. Given our dependence on high-quality groundwater and the interconnected nature of regional hydrogeology, decisions that weaken proven APP safeguards can have long-term consequences. The City's stance has consistently been the same as ADEQ's long-standing position on this issue: any well stimulation in northern Arizona should require an APP to safeguard the quality of our aquifers.

The proposed exemption for DME's McCauley Field project not only departs from ADEQ's well-established requirements, but it does so without addressing the multiple significant reasons for requiring DME to obtain an APP to ensure public health and safety when drilling and operating wells. For example, hazardous additives are often used in the well-drilling process and can contaminate the aquifer. All drilling additives need to be tracked and regulated in the well-drilling process. Once drilled, an improperly sealed well from land surface to the "target" zone can cause harmful chemicals to migrate in the aquifer and between aquifers. Any use of chemicals to stimulate a well drilled in a potable aquifer should require an APP.

Indeed, a cursory review of the cement bond logs for the existing McCauley Field wells appear to show cement sealing to be faulty. ADEQ should retain a trained geologist and investigate an independent analysis of the literature, and confirm that each existing DME well is properly sealed through each geologic strata.

The hydrology and geology are much more complex than broadly stated in the Exemption Letter and Executive Summary. The geologic strata across the region are fractured and vary horizontally and vertically. A DME improperly sealed and operated well may cause naturally occurring, lower quality water, such as arsenic and total dissolved solids (TDS), to enter other hydrogeologic units and degrade potable water sources. Lower quality water and TDS result in significantly higher water treatment and operation costs for water providers.

Moreover, all aquifers are potable, even the "R". The R-Aquifer is not "dry" as noted by ADEQ and is known to reach springs and seeps in the Colorado River and along the Mogollon Rim relied upon by numerous communities and Tribes. Nor is the R-Aquifer limited to only the Redwall formation, as widely known.

The physical conditions on which ADEQ based its preliminary exemption are greatly oversimplified, and in some cases, contrary to existing geophysical logs and published information by the USGS or other geologists. Examples of oversimplification of the regional geology that require independent and thorough review, include:

1. The Coconino aquifer is mischaracterized as contained within the Coconino Sandstone; it is widely known across the McCauley Sinks region and beyond, that the saturated and hydraulically connected parts of the Kaibab Formation, Toroweap Formation and the upper and middle part of the Supai Formation also constitute part of the C-Aquifer, as well as variations of the Schnebly Hill Formation and evaporites south of Winslow.
2. The R-Aquifer is not limited to the Redwall Limestone unit. The oversimplification results in a perceived 'aquitard' upwards of 2800 feet thick to the reader between the two aquifers, which could be closer to 1,000 feet or less.

3. The Supai Group, in its entirety, is mis-termed as an 'aquitard' overlying the R-Aquifer. It is widely known that the Upper and Middle part of the Supai Formation is commonly part of the C-Aquifer. The Lower Supai Formation is termed as a leaky confining unit between the two aquifers, by the USGS.

The City recommends that ADEQ require a third-party independent review of DME's geologic interpretations and to monitor DME activities during the project. Well integrity and well drilling should be monitored throughout the process as part of the APP.

Lastly, ADEQ should refrain from including suggestive and subjective statements in permit language, such as stating that the helium concentration is "world-class".

To maintain public confidence and protect Arizona's drinking water, we request that ADEQ ensure the wells are properly sealed and require an individual APP for the McCauley Field well stimulation program. We appreciate ADEQ's consideration and remain available to collaborate on appropriate protective measures.

Respectfully,

Becky Daggett,
Mayor, City of Flagstaff, on behalf of the Flagstaff City Council

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Edward Schenk, Water Services Section Director - Stormwater

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

**TITLE:**

**Consideration and Approval of Contract:** Job Order Contract for Construction: Kinney Construction Services, Inc. for Sinclair Wash Flagstaff Urban Trail System (FUTS) Repair in the amount not to exceed $181,399.

**STAFF RECOMMENDED ACTION:**

1. Approve the Job Order Contract for Construction with Kinney Construction Services, Inc. for the Sinclair Wash FUTS Repair (Headwall, Wingwalls, Culvert Installation) in the amount not to exceed $181,399; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The FUTS is a jewel of the City of Flagstaff. Maintenance of the FUTS has often been deferred including areas of erosion and flood-prone crossings of streams and washes. This Project will repair two stream crossings of the FUTS immediately downstream of Lonetree Avenue. The Project is funded by $151,787 of Stormwater Spot Improvement funding (206-08-385-3238-0-4421) and $29,612 of Transportation funding (FUTS Spot Improvements).

Kinney Construction Services, Inc. was one of numerous contractors selected in 2021 to provide construction work to the City through a Job Order Contracting procurement process defined by Title 34 of the Arizona Revised Statutes. Through this process, the City created a list of qualified contractors to perform construction projects for the City and each contractor entered into a master contract. Then, as the City identifies construction work, the qualified contractors on the Job Order Contracting list are provided the specs for job, bid for the project, are considered, and, if selected, enter into a subsequent Job Order Contract for Construction. Here, Kinney Construction Services, Inc. has been selected to enter into a Job Order Contract for Construction for the Sinclair Wash FUTS Repair (Headwall, Wingwalls, Culvert Installation).

**Financial Impact:**

Project Name: Sinclair Wash FUTS Repair (Headwall, Wingwalls, Culvert Installation)
Cost: $181,399
Account Number Budgeted: 206-08-385-3238-0-4421 with a $350,000 budget and 048-10-120-3483-6-4443 with a $33,051 budget
FY Budgeted Amount: in excess of $350,000 (Stormwater and Transportation Spot Improvements)
Grant Funded: No
Funding Source: Stormwater Fund and Transportation Tax Fund

**Policy Impact:**

No policy impact.

**Previous Council Decision or Community Discussion:**

On January 5, 2021, the City Council approved the master contract authorizing Kinney Construction Services, Inc. to provide Job Order Construction services to the City of Flagstaff.

**Options and Alternatives to Recommended Action:**

1. Approve the Job Order Contract for Construction with Kinney Construction Services; or
2. Deny the Contract and allow another Section or Division to repair as it continues to fail over time.

**Background and History:**

The Stormwater Section and Transportation Section both maintain Spot Improvement programs for repairing and improving infrastructure. The FUTS trail is generally not maintained by Stormwater but in this case there are impacts to the greater Stormwater infrastructure by the failure of these two culverts (through erosion and channel incision).

Stormwater Section is utilizing the City of Flagstaff Job Order Contractor program for faster, efficient project delivery. All contractors from the horizontal discipline were requested to issue a bid for this project.

**Connection to PBB Priorities and Objectives:**

High Performing Governance: Serve the public by providing high quality customer service.
Safe and Healthy Community: Provide public safety services with resources, staff, and training responsive to the community's needs.
Sustainable and Innovative Infrastructure: Deliver outstanding services to residents through a healthy well-maintained infrastructure system.
Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on the built, natural, economic, health and social systems.

**Connection to Regional Plan:**

Goal WR.5.
Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.
Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.

**Connection to Carbon Neutrality Plan:**

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

**Connection to 10-Year Housing Plan:**

None

**Connection to Division Specific Plan:**

Maintenance is a key part of the 2028 Stormwater Section Strategic Plan and the 2025 Water Services Division Strategic Plan.

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**Attachments:** JOC 2026-173
KCS Master Job Order Contract

**JOB ORDER CONSTRUCTION CONTRACT**
**#2026-173**
**(Under Job Order Services Master Contract 2020-100)**

**City of Flagstaff, Arizona**
**and**
**Kinney Construction Services, Inc**

This Job Order Construction Contract ("Contract") is made and entered into this ____ day of _____ _____, 2025, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and **Kinney Construction Services, Inc**, an Arizona corporation, with offices at 121 E. Birch Ave., Suite 500, Flagstaff, AZ 86001 ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

## RECITALS

A. Owner desires to obtain Job Order Contracting (JOC) for **Horizontal Construction** services ("Services"); and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

**1. Scope of Work.** Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **Sinclair Wash Culvert, Headwall and Wingwall Installation #2026-173** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

**2. Contract; Ownership of Work.** Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and

Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

| | | |
|---|---|---|
| 2.1 | Specifications (Scope & Cost Estimation) | Exhibit A |
| 2.2 | Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG") | Exhibit B |

**3. Payments.** In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **one hundred eighty-one thousand three hundred ninety-nine dollars and zero cents ($181,399.00)** to Contractor for work and materials provided in accordance with the Specifications (Scope & Cost Estimation), which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The Engineer shall have the right to finally determine the amount due to Contractor;

3.3 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

**4. Time of Completion.** Contractor agrees to complete all work as described in this Contract within **ninety-five (95) calendar days** from the date of the Owner's Notice to Proceed, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

**5. Performance of Work.** All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

**6. Acceptance of Work; Non-Waiver.** No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

**7. Delay of Work.** Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

**8. Failure to Complete Project in Timely Manner.** If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

**9. Labor Demonstration.** It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

**10. Material Storage.** During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any

temporary structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

**11. Maintenance During Winter Suspension of Work.**

11.1 A "Winter Shutdown" is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

**12. Assignment.** Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

**13. Notices.** Any notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding

warranties shall be sent via registered or certified mail, return receipt requested, at the address set forth below ***and*** to legal counsel for the Party to whom the notice is being given.

**If to Owner:**
Emily Markel
Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

**If to Contractor:**
Mike Thomas
President
Kinney Construction Services, Inc.
121 E. Birch Ave., Ste. 500
Flagstaff, AZ 86001
mt@kinneyconstruction.net

**With a Copy to:**
John Morris
Project Manager Senior
City of Flagstaff
2323 N. Walgreens Dr.
Flagstaff, AZ 86004
John.Morris@flagstaffaz.gov

**14. Contract Violations.** In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

**15. Termination for Convenience.** The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Specifications (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

**16. Contractor's Liability and Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in

this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

**17. Non-Appropriation.** In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

**18. Amendment of Contract.** This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

**19. Subcontracts.** Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

**20. Cancellation for Conflict of Interest.** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

**21. Compliance with All Laws.** Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

**22. Employment of Aliens.** Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county, or municipal public works project.

**24. Contractor's Warranty.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

**25. Jurisdiction and Venue.** This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

**26. Attorneys' Fees.** If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the

court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

**27. Time is of the Essence.** Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

**28. No Third-Party Beneficiaries.** The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

**29. Headings.** The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

**30. Severability.** If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

**31. Records.** The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

**32. Force Majeure.**

32.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

32.2 There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events, and the Owner shall not pay additional costs incurred by Contractor as a result of such Events.

32.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

**33. No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000.00), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

**34. Modification to Contract.** This Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

**35. Forced Labor of Ethnic Uyghurs.** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the written certification, Contractor shall notify the Owner within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the Owner of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

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

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

**IN WITNESS WHEREOF,** the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

| **Owner, City of Flagstaff** | **Kinney Construction Services, Inc.** |
|---|---|
| Joanne Keene, City Manager | Signature |
| Attest: | Printed Name |
| City Clerk | Title |
| Approved as to form: | |
| City Attorney | |

Last Updated November 13, 2023

**CITY OF FLAGSTAFF, ARIZONA**
**PAYMENT BOND**

**PROJECT NAME:** Sinclair Wash Culvert, Headwall and Wingwall Installation
**PROJECT NUMBER:** #2026-173

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

| | |
|---|---|
| _____ | _____ |
| Principal (Seal) | Surety (Seal) |
| By: _____ | By: _____ |
| _____ | _____ |
| Agency of Record | Agency Address |

Last Updated November 13, 2023

**CITY OF FLAGSTAFF, ARIZONA**
**PERFORMANCE BOND**

**PROJECT NAME:** Sinclair Wash Culvert, Headwall and Wingwall Installation
**PROJECT NUMBER:** #2026-173

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____
_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ___day of _____, 20__ in the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

| | |
|---|---|
| _____ | _____ |
| Principal (Seal) | Surety (Seal) |
| By: _____ | By: _____ |
| _____ | _____ |
| Agency of Record | Agency Address |

Last Updated November 13, 2023

Exhibit A

121 E. Birch Suite 500
Flagstaff, AZ 86001
TEL: (928) 779-2820
FAX:(928) 773-4696

To: John Morris
City of Flagstaff- Stormwater
211 West Aspen Avenue
Flagstaff, AZ 86001

**Friday, February 27, 2026**

Re: **COF Sinclair Wash Culvert, Headwall and Wingwall Installation- Proposal**

---

Mr. Morris,
Kinney Construction offers the following proposal including labor, materials, and equipment to perform the scope of work as outlined below and in the attached pricing summary.
- Pricing is based on the following documents:
  - RFB dated 1-26-26 with general scope of work, location map, and FUTS trail detail.
  - RFI's with clarifications via email.

---

**Inclusions:**

1. Proposal includes utilizing Peak Engineering for the design related scope. This cost is included. Please see attached Exhibit A- scope of services from Peak Engineering. All qualifications on their proposal apply to this proposal being submittec
2. Proposal includes removal of the existing 36" CMP and replacement with 36" 14 gauge aluminized steel type 2 CMP. Proposal includes removal of the existing 57"x38" CMP and replacement with 57"x 38" 12 gauge aluminized steeel type 2 CM Each pipe section is included at a minimum of 20 LF (extending a minimum of 5' on either side of the 10' wide FUTS trail). Hazard marker installation is included per the FUTS detail for a total of 8 EA (2 at each pipe end.).
3. Proposal includes (2) outlet headwalls and (2) inlet headwalls per MAG 501-3.
4. Riprap bank protection and riprap energy dissipators are included at a maximum of 400 SF at each pipe inlet and outlet (1,600 SF total) per the RFI clarifications. This will be 6" to 12" riprap. This scope will be verified with design calcs. It is assumed that no more than 1,600 SF is required for project.
5. Proposal includes earthwork and grading for proposed construction and installation of roughly 200' of straw wattles.
6. Proposal includes restoration of the FUTS trail disturbed surfacing and seeding of disturbed areas.

**Qualifications and Assumptions:**

1. A project timeline is included. See attached.
2. It is unknown whether concrete encasement is required for the new storm drain piping due to shallow depth of cover. Concrete encasement is excluded at this time. Should concrete encasement be required, please add $9,870 outside of this proposal which would include full depth encasement of both pipe sections per MAG detail 507.
3. We are in receipt of the attached RFI clarifications which have been incorporated into this proposal.

**Exclusions:**

1. Handrail or FUTS railing, trash racks, drop inlets (all understood not required per clarifications)
2. Concrete pipe encasement if required

Thank you for the opportunity to provide you with our services.

Respectfully,

Travis Moore
Tel: (928) 779-2820 Fax: (928) 773-4696 Cell: (928) 853-3551
tm@kinneyconstruction.net

Project: ***COF - Sinclair Wash Culvert, Headwall, and Wingwall Installation (R)*** Project No.:

Location: ***Flagstaff, AZ*** Bid Date: ***02/27/2026***

| *Pay Item* | *Description* | *Quantity* | *Unit* | *Unit Price* | *Extension* |
|---|---|---|---|---|---|
| 01 | Design including topographic survey | 1 | LS | 9,537.00 | 9,537.00 |
| 03 | Mobilization, insurance, site logistics, bonds, general items | 1 | LS | 16,927.00 | 16,927.00 |
| 04 | Surveying and QC | 1 | LS | 6,325.00 | 6,325.00 |
| 06 | Traffic Control | 1 | LS | 4,112.00 | 4,112.00 |
| 10 | Remove and replace 36" aluminized steel Type 2 pipe | 1 | EA | 8,621.00 | 8,621.00 |
| 11 | Remove and replace 57"x38" aluminized steel Type 2 pipe | 1 | EA | 10,381.00 | 10,381.00 |
| 12 | MAG 501-3 Headwall for pipe inlets | 2 | EA | 20,238.00 | 40,476.00 |
| 14 | MAG 501-3 Headwall for pipe outlets | 2 | EA | 15,026.00 | 30,052.00 |
| 15 | Inlet and outlet riprap (400 SF/Each) | 4 | EA | 6,339.00 | 25,356.00 |
| 16 | Earthwork, grading, SWPPP | 1 | LS | 19,749.00 | 19,749.00 |
| 20 | FUTS restoration, seeding | 1 | LS | 9,863.00 | 9,863.00 |

| ***TOTAL BID*** | ***181,399.00*** |
|---|---|

| COF - Sinclair Wash Culverts, Headwalls, Wingwalls Installation | April 2026 | | | | | May 2026 | | | | June 2026 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | W-1 | W-2 | W-3 | W-4 | W-5 | W-1 | W-2 | W-3 | W-4 | W-1 | W-2 | W-3 | W-4 | W-5 | |
| Time of award and contract | | | | | | | | | | | | | | | |
| Contract execution, TCP, permits | | | | | | | | | | | | | | | |
| Topographic survey | | | | | | | | | | | | | | | |
| Design | | | | | | | | | | | | | | | |
| COF design review and approval | | | | | | | | | | | | | | | |
| Construction, completion by June 30 | | | | | | | | | | | | | | | |

**Kinney Construction, LLC.**

# EXHIBIT A – SCOPE OF SERVICES (PHASE A)

## PROJECT UNDERSTANDING

The City of Flagstaff has asked Kinney to provide a design-build proposal for the Sinclair Wash Culvert, Headwall and Wingwall Installation project. The project is located along Sinclair Wash, east of Lone Tree Road and north of E. Paseo del Rio. Peak Engineering (Peak) will provide civil engineering design in support of this project. Project understanding is based on the scope of work and description furnished by the City of Flagstaff dated January 26, 2026 and Kinney's follow-up questions, summarized below.

- Design will comply with the City of Flagstaff (CoF) FUTS Aggregate Trail detail 14-02-002 and the CoF Stormwater Design Manual.
- Replace an existing 36-inch CMP culvert under the FUTS trail. New pipe will match existing size and meet H-20 or H-25 loading.
- Replace an existing 57" x 38" CMP arch-pipe (48-inch equivalent diameter) under the FUTS trail. New pipe will match existing size and meet H-20 or H-25 loading. Minimum gage = 12.
- New inlet headwall and wingwalls for each section of new pipe, cast-in-place MAG or ADOT headwall details.
- New outlet headwall and wingwalls for each section of new pipe, cast-in-place MAG or ADOT headwall details.
- Riprap bank protection and energy dissipators.
- Restoration of the FUTS trail.

## SCOPE OF SERVICES

**Topographic survey –** Deliverable: CAD (for internal use) and sealed survey drawing (NES).

- Peak will sub-contract with Northland Exploration Surveys (NES) to survey the site, see NES attached proposal.
- Survey limits 100' either side of culverts and 100' up and down stream.
- No design locates for ex. utility locates, no current utility conflicts, assume no design impact. Kinney to bluestake prior to construction and pothole if needed prior to construction.
- Peak will visit the site with Kinney, prior to starting design.

**Design calculations –** Deliverable: riprap calculation sheet

- Per COF scope, no calculations for pipe sizing are needed, culverts will match existing.
- Calculations for riprap length, width and size will be based on pipe full flow.
- A drainage report or memo is not required.

**Plan –** Deliverable: One plan sheet (11x17 or 24x36) sealed.

- Plan sheet will show new culverts, headwalls and control. Control will include northing, easting and inverts for the upstream and downstream ends of the culvert
- Riprap apron dimensions (length, width, depth) and D50 size.
- Reference standard details & specs: COF Eng. Det. for trench and FUTS replacement, and MAG or ADOT Details for headwall. MAG Specs for riprap and filter fabric. COF Eng. Stds for culvert type and gage.

**Assumptions/Exclusions:**

- No need to change profile of FUTS for additional pipe cover, if pipes are currently too shallow plan will call for concrete encasement.
- No detailed grading of headwalls just inverts of pipes.
- No formal COF (30%-60%-90%) review process.
- Kinney to apply for permits.
- No construction phase services are included. COF will review material submittals, coordinate QA testing, and provide inspection, etc.
- Kinney will document as-built via redline mark-up. No formal record drawings required from Peak.
- A site visit is included but no project meetings.
- Survey staking is not included.

**Schedule:**

- Survey will take 3 weeks from NTP.
- Design will take 2 weeks after survey.

**PAYMENT**

Peak Engineering proposes providing these services on a Lump Sum basis based on the following budget:

| | | |
|---|---|---|
| Task 1 | Survey* | $2,338 |
| Task 2 | Design | $5,955 |
| | | |
| | **TOTAL:** | **$8,293** |

*Includes standard 10% mark-up.

# JOC cost and resource availability proposals – Sinclair Wash Culvert, Headwall and Wingwall Installation

## Date:

January 26, 2026

## Description

The City of Flagstaff Stormwater Section is extending an opportunity for a CoF Job Order Contract (JOC) for replacement of the existing 36-inch CMP culvert and 57”x38” CMP arch-pipe and installation of new inlet and outlet headwalls and wingwalls in the Sinclair Wash near S. Lone Tree Road in Flagstaff, Arizona. **This is a design-bid project.** The purpose of the project is to replace the existing 36-inch CMP culvert and 57”x38” CMP arch-pipe under the FUTS trail and install new inlet and outlet headwalls and wingwalls as noted in the scope of work. Restoration of the existing FUTS trail will also be required.

## Scope of Work

The general scope of work is to:

- **This is a design-bid project.** Design must comply with the City of Flagstaff (CoF) FUTS Aggregate Trail detail 14-02-002 and the CoF Stormwater Design Manual.
- Replace the existing 36-inch CMP culvert under the FUTS trail,
- Replace the existing 57” x 38” CMP arch-pipe (48-inch equivalent diameter) under the FUTS trail,
- Install new inlet headwall and wingwalls for each section of new pipe,
- Install new outlet headwall and wingwalls for each section of new pipe,
- Related bank protection and energy dissipators, and
- Restoration of the FUTS trail.
- Equipment access is through the existing gate on S. Lone Tree Rd.

Contractor shall provide full-time supervision, clean up during construction, and removal of all construction related debris from the job site at completion.

## Permitting and utility conflicts

The contractor will be responsible for locating utilities and avoiding utility conflicts. No conflicts are currently anticipated. The contractor will also be responsible for any relevant city permitting (right of way permit, grading permit, floodplain use permit, temporary construction permit-access, FUTS trail traffic control plan, etc.). The contractor will be responsible for securing access to the site.

## Period of Performance

This project is to be completed as soon as possible (no later than 3 months from time of award).

## Travis Moore

**From:** John Morris <John.Morris@flagstaffaz.gov>
**Sent:** Thursday, February 12, 2026 9:53 AM
**To:** Marco Spagnuolo; Travis Johanson; Travis Moore; Mike Thomas; ht3@tiffanyconst.com; wadams@tiffanyconst.com; mikemarkham@markhamcontracting.com; tmarkham@markhamcontracting.com
**Cc:** Emily Markel; Edward Schenk
**Subject:** Re: Opportunity for a CoF Job Order Contract (JOC) for culvert, headwall and wingwall installations

Greetings, we have additional questions and the following is intended to help clarify.
Thank you,
John

As noted previously, the pipe sizing is replacing in-kind so does not need to have a new design, the design should reference the MAG or ADOT details for the headwalls and wingwalls, and it was suggested that approximately 400 sf of 6-12" rip\rap with filter fabric at each inlet and outlet should be sufficient for energy dissipation. The requirement is for the design engineer to verify these guidelines are sufficient or adjust as appropriate, and to seal the design as the professional designer.

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**From:** John Morris <John.Morris@flagstaffaz.gov>
**Sent:** Thursday, February 12, 2026 9:35 AM
**To:** Marco Spagnuolo <marco@emcaz.com>; Travis Johanson <travis@emcaz.com>; Travis Moore <tm@kinneyconstruction.net>; Mike Thomas <mt@kinneyconstruction.net>; ht3@tiffanyconst.com <ht3@tiffanyconst.com>; wadams@tiffanyconst.com <wadams@tiffanyconst.com>; mikemarkham@markhamcontracting.com <mikemarkham@markhamcontracting.com>; tmarkham@markhamcontracting.com <tmarkham@markhamcontracting.com>
**Cc:** Emily Markel <EMarkel@flagstaffaz.gov>; Edward Schenk <Edward.Schenk@flagstaffaz.gov>
**Subject:** Re: Opportunity for a CoF Job Order Contract (JOC) for culvert, headwall and wingwall installations

Greetings, we have additional questions with answers provided.
Thank you,
John

- **Are handrails required at this time on the actual headwalls or will FUTS railings be installed. Please confirm if this is part of the scope. If so, please provide some clarification so we can accurately price the footage and spec.**
    - Per FUTS detail 14-02-002 (provided in the original scope of work) CMP must extend a minimum of 5' from edge of trail. Since we are not adding any additional hazard to the site, handrails are not required for this project. However, hazard markers are required per FUTS detail 14-02-002. Reuse of existing markers is approved.
- **Would you please consider an extension to the bid date of Thursday 2-26.**
    - Bid date is extended to Friday 2-27-26 at 4:00 pm.

**From:** John Morris <John.Morris@flagstaffaz.gov>
**Sent:** Thursday, February 12, 2026 8:45 AM
**To:** Marco Spagnuolo <marco@emcaz.com>; Travis Johanson <travis@emcaz.com>; Travis Moore <tm@kinneyconstruction.net>; Mike Thomas <mt@kinneyconstruction.net>; ht3@tiffanyconst.com <ht3@tiffanyconst.com>; wadams@tiffanyconst.com <wadams@tiffanyconst.com>; mikemarkham@markhamcontracting.com <mikemarkham@markhamcontracting.com>; tmarkham@markhamcontracting.com <tmarkham@markhamcontracting.com>
**Cc:** Emily Markel <EMarkel@flagstaffaz.gov>; Edward Schenk <Edward.Schenk@flagstaffaz.gov>
**Subject:** Re: Opportunity for a CoF Job Order Contract (JOC) for culvert, headwall and wingwall installations

Greetings, we have received several questions regarding the scope of work and extent of the design portion of the design-build project. The following bullet points are intended to help clarify. If you have additional questions please feel free to reach out.
Thank you,
John

- We are replacing the existing pipes with the same size pipe. No new engineering required. Headwall and wing walls can reference MAG or ADOT standard details for the stated pipe sizes. Since this is a maintenance project versus new design, we do not intended to go through the full 30%, 60%, 90% review and comment process.
- No drainage calcs or report are required.
- No sealed engineering documents are required. We are not planning a detailed review process. This is primarily a maintenance project with the intent to add headwalls and wingwalls to help reduce erosion on the FUTS.
- Adding approximately 400 sf of 6-12” rip\rap with filter fabric at each inlet and outlet should be sufficient for energy dissipation.
- The existing culverts are pretty beaten up so I anticipate they will need to be replaced. JOC to advise in their submittal if they feel otherwise.
- Formal construction inspection services are not required. Stormwater will provide the inspection since, as noted, this is a maintenance project to replace the culverts in kind, add headwall and wingwalls, protect the bank from erosion, and restore the FUTS.
- Stormwater will work with the selected JOC on the FUTS traffic control plan.
- Completing the project with some very basic as-builts that show that the repair has the same culvert invert elevations should be sufficient.
- If additional time beyond the 3 months included in the original scope is needed, please include that in your submittal.

**From:** John Morris <John.Morris@flagstaffaz.gov>
**Sent:** Friday, January 30, 2026 2:07 PM
**To:** Marco Spagnuolo <marco@emcaz.com>; Travis Johanson <travis@emcaz.com>; Travis Moore <tm@kinneyconstruction.net>; Mike Thomas <mt@kinneyconstruction.net>; ht3@tiffanyconst.com <ht3@tiffanyconst.com>; wadams@tiffanyconst.com <wadams@tiffanyconst.com>; mikemarkham@markhamcontracting.com <mikemarkham@markhamcontracting.com>; tmarkham@markhamcontracting.com <tmarkham@markhamcontracting.com>

**Cc:** Emily Markel <EMarkel@flagstaffaz.gov>; Edward Schenk <Edward.Schenk@flagstaffaz.gov>
**Subject:** Re: Opportunity for a CoF Job Order Contract (JOC) for culvert, headwall and wingwall installations

Greetings, we have received the following questions with answers provided.
Thank you,
John

**Is construction per MAG details (501-3, 501-4) acceptable?**

- Yes

**Are drop inlets to be included on either the inlet side or both sides?**

- Drop inlets are not necessary; however, per the project scope related bank protection and energy dissipators are to be included.

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**From:** John Morris <John.Morris@flagstaffaz.gov>
**Sent:** Friday, January 30, 2026 9:19 AM
**To:** Marco Spagnuolo <marco@emcaz.com>; Travis Johanson <travis@emcaz.com>; Travis Moore <tm@kinneyconstruction.net>; Mike Thomas <mt@kinneyconstruction.net>; ht3@tiffanyconst.com <ht3@tiffanyconst.com>; wadams@tiffanyconst.com <wadams@tiffanyconst.com>; mikemarkham@markhamcontracting.com <mikemarkham@markhamcontracting.com>; tmarkham@markhamcontracting.com <tmarkham@markhamcontracting.com>
**Cc:** Emily Markel <EMarkel@flagstaffaz.gov>; Edward Schenk <Edward.Schenk@flagstaffaz.gov>
**Subject:** Re: Opportunity for a CoF Job Order Contract (JOC) for culvert, headwall and wingwall installations

Greetings, to help clarify this project is a **design-build** project. There has been some confusion with the original terminology of design-bid.
Thank you,
John

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**From:** John Morris <John.Morris@flagstaffaz.gov>
**Sent:** Friday, January 30, 2026 8:35 AM
**To:** Marco Spagnuolo <marco@emcaz.com>; Travis Johanson <travis@emcaz.com>; Travis Moore <tm@kinneyconstruction.net>; Mike Thomas <mt@kinneyconstruction.net>; ht3@tiffanyconst.com <ht3@tiffanyconst.com>; wadams@tiffanyconst.com <wadams@tiffanyconst.com>; mikemarkham@markhamcontracting.com <mikemarkham@markhamcontracting.com>; tmarkham@markhamcontracting.com <tmarkham@markhamcontracting.com>
**Cc:** Emily Markel <EMarkel@flagstaffaz.gov>; Edward Schenk <Edward.Schenk@flagstaffaz.gov>
**Subject:** Re: Opportunity for a CoF Job Order Contract (JOC) for culvert, headwall and wingwall installations

Greetings, we have received the following question and answers provided.
Thank you,
John

**Please provide a detail to reference for the headwalls and also what gauge CMP we are going with.**

- Headwalls, wingwalls, and other special features shall be constructed using cast-in-place methods per ADOT Standard Detail(s) 6.01 – 6.11 or by special design. The contractor shall submit to the Engineer all special design plans for review and approval.
- CMP to meet H-20 or H-25 Loading.
    - 36-inch CMP minimum gage = 16
    - 57'x38' pipe-arch minimum gage = 12

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**From:** John Morris
**Sent:** Thursday, January 29, 2026 9:10 AM
**To:** Marco Spagnuolo <marco@emcaz.com>; Travis Johanson <travis@emcaz.com>; Travis Moore <tm@kinneyconstruction.net>; Mike Thomas <mt@kinneyconstruction.net>; ht3@tiffanyconst.com <ht3@tiffanyconst.com>; wadams@tiffanyconst.com <wadams@tiffanyconst.com>; mikemarkham@markhamcontracting.com <mikemarkham@markhamcontracting.com>; tmarkham@markhamcontracting.com <tmarkham@markhamcontracting.com>
**Cc:** Emily Markel <EMarkel@flagstaffaz.gov>; Edward Schenk <Edward.Schenk@flagstaffaz.gov>
**Subject:** Opportunity for a CoF Job Order Contract (JOC) for culvert, headwall and wingwall installations

Greetings, the City of Flagstaff Stormwater Section is extending an opportunity for a CoF Job Order Contract (JOC) for **culvert, headwall and wingwall installations in the Sinclair Wash** in Flagstaff, Arizona. **This is a design-bid project.**

The City mandates that all submitting JOC Contractors must include a project schedule with their bid. The City aims to complete the project as promptly as possible and no later than 3 months from time of award.

The attachment describes the project in further detail.

Submit Bids and a Schedule electronically to John.Morris@flagstaffaz.gov as well as EMarkel@flagstaffaz.gov **by 4:00 pm on Friday, February 20, 2026**. Questions may be directed to John Morris at John.Morris@flagstaffaz.gov. Responses and original questions will be provided to all JOC Contractors.
The Flagstaff Stormwater Team would like to thank you for your time and consideration of this project. We look forward to receiving your bid and should your organization choose **not** to submit a bid, please inform the City's Purchasing Section at EMarkel@flagstaffaz.gov and cc: John.Morris@flagstaffaz.gov.
We would like to confirm that you have received this email and are able to access the attached document, so please respond indicating you have received this email and were able to access the bid documents to Emily Markle, City of Flagstaff Purchasing Manager, EMarkel@flagstaffaz.gov, and cc: John.Morris@flagstaffaz.gov.

Thank you,

John

John P. Morris, P.E., CFM
Senior Project Manager - Stormwater
Office: 928-213-2473

# CITY OF FLAGSTAFF
# AMENDMENTS
# to
# MAG STANDARD SPECIFICATIONS
# FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

***The***
***MAG UNIFORM STANDARD SPECIFICATIONS***
***for***
***PUBLIC WORKS CONSTRUCTION***
**is hereby amended to include the following:**

## PART 100 - GENERAL CONDITIONS

## SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

**102.1 ELIGIBILITY AND PREFERENCE:**
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

**102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:**
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

**102.7 IRREGULAR PROPOSALS:**
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

**102.12 DISQUALIFICATION OF BIDDERS:**
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

**102.13 SUCCESSFUL BIDDERS**:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

## SECTION 103 - AWARD AND EXECUTION OF CONTRACT

**103.6 CONTRACTOR'S INSURANCE:**

**103.6.1 GENERAL:**
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

**Required Coverage**

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

**B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY**

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

**C. AUTOMOBILE LIABILITY**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

**D. WORKER'S COMPENSATION**

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

**E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)**

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

**CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

**CANCELLATION AND EXPIRATION NOTICE**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

## SECTION 104 - SCOPE OF WORK

**104.1.3 WATER SUPPLY:**
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

**reclaimed water shall apply**. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

**104.1.4 SPECIAL ACCESS REQUIREMENTS:**
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

**104.1.5 SANITATION PICKUP:**
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

**104.1.6 EMERGENCY ACCESS:**
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

**104.1.7 POSTAL SERVICE ACCESS:**
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

**104.1.8 SCHOOL BUS ACCESS:**
The contractor shall be responsible for maintaining access for bus access within the project area.

**104.2 ALTERATION OF THE WORK:**

**104.2.3 DUE TO EXTRA WORK:**
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

**105.2.1 RECORD DRAWING PREPARATION AND COORDINATION**
**(revise to include new subsection as follows)**

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

**105.2.2 RECORD DRAWING (As-Built Plans)**

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

## SECTION 105 - CONTROL OF WORK

**105.8 CONSTRUCTION STAKES, LINES AND GRADES**:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

**105.10 INSPECTION OF THE WORK**

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

**105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:**

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

**105.12 MAINTENANCE DURING CONSTRUCTION:**

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

**105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK**

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

## SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

**107.1 LAWS TO BE OBSERVED:**
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

**107.2.1 TEMPORARY USE PERMITS:**
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

**107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:**
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

**107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:**

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

**107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:**

**107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)**
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

**107.8 107 USE OF EXPLOSIVES:**

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

**107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:**
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

**107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:**
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

## SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

**108.1 NOTICE TO PROCEED:**
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

**108.3 CORRESPONDENCE TO THE CONTRACTOR:**
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

**108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:**
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

**108.5 LIMITATION OF OPERATIONS:**
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour
Vehicle @ $1.80/hour

**108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:**
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

| *MONTH* | *JANUARY* | *FEBRUARY* | *MARCH* | *APRIL* | *MAY* | *JUNE* |
|---|---|---|---|---|---|---|
| Monthly Calendar Days for Anticipated Adverse Weather | 7 Days | 7 Days | 8 Days | 6 Days | 4 Days | 3 Days |
| Average Monthly Precipitation | 1.98” | 1.96” | 2.05” | 1.34” | 0.68” | 0.51” |
| *MONTH* | *JULY* | *AUGUST* | *SEPTEMBER* | *OCTOBER* | *NOVEMEBER* | *DECEMBER* |
| Monthly Calendar Days for Anticipated Adverse Weather | 12 Days | 11 Days | 7 Days | 5 Days | 5 Days | 6 Days |
| Average Monthly Precipitation | 2.78” | 2.68” | 1.82” | 1.52” | 1.49” | 1.90” |

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

**108.8 GUARANTEE AND WARRANTY PROVISIONS:**
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

**108.10 FORFEITURE AND DEFAULT OF CONTRACT:**
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

**108.12 AUTHORIZED SIGNATURES:**
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

**108.13 SUBSTANTIAL COMPLETION:**
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

**108.14 SUSPENSION and TERMINATION:**
(revise to include new section)

**CITY'S RIGHT TO STOP WORK**

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

**TERMINATION FOR CONVENIENCE**

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

**THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE**

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

## SECTION 109 - MEASUREMENTS AND PAYMENTS

### 109.1 MEASUREMENT OF QUANTITIES:

(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

**109.1 MEASUREMENT OF QUANTITIES:**
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

## PART 200 - EARTHWORK

## SECTION 201 - CLEARING AND GRUBBING

**201.3 CONSTRUCTION METHODS:**
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

## SECTION 205 – ROADWAY EXCAVATION

**205.1 DESCRIPTION**
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

**205.2 UNSUITABLE MATERIAL:**
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

**205.3 MEASUREMENT**

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

## PART 300 -- STREETS AND RELATED WORK

## SECTION 301 - SUB-GRADE PREPARATION

**301.1 DESCRIPTION:**

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

## SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

**336.1 DESCRIPTION:**

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

**336.2 MATERIALS AND CONSTRUCTION METHODS:**

**336.2.1 PAVEMENT WIDENING OR EXTENSIONS:**

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

## PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

## SECTION 401 - TRAFFIC CONTROL

**401.5 GENERAL TRAFFIC REGULATIONS:**
(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

**401.7 PAYMENT:**
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**SECTION 425 TOPSOIL**

**425.2 MATERIALS:**
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

**425.4 MEASUREMENT:**
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

**425.5 PAYMENT:**
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**SECTION 430 – LANDSCAPING AND PLANTING**
(revise to include section as follows)

**430.3 LAWN AREAS**

**430.3.1 Preparation of In Place Soil**
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

**430.3.2 Seeding**

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

| | | |
|---|---|---|
| Poa pratensis | Kentucky Bluegrass (mix of three varieties) | 70% |
| Lolium perenne | Perennial Rye Grass | 10% |
| Festuca rubra | Creeping Red Fescue | 20% |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

**SECTION 431 – EROSION CONTROL**

(revise to include new section as follows)

**431.1 DESCRIPTION**

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**432.1 NATIVE SEEDING**

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

| | | |
|---|---|---|
| Annual ryegrass | *(Lolium multiflorum)* | 30 lbs/acre |
| Oats | (*Avena sativa)* | 60 lbs/acre |
| Regreen© | (*Triticum aestivum x Elytrigia elongata)* | 30 lbs/acre |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

**440.10. (D) SEQUENCING**

(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

## PART 600 - WATER AND SEWER

## SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

**601.2 EXCAVATION:**

**601.2.1 GENERAL:**
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation
Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

## SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

**611.2 DISINFECTING WATER MAINS:**

**611.2.13 Fire Flow Testing:**
(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

**SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS**
(revise to add the following)

**631.3 INSTALLATION:**

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

## SECTION 710 - ASPHALT CONCRETE

**710.1 GENERAL:**
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

**End of Document**

# SERVICE CONTRACT

**PROFESSIONAL SERVICE CONTRACT**
**FOR**
**JOB ORDER PROFESSIONAL CONTRACTING SERVICES:**
**HORIZONTAL CONSTRUCTION**
**Contract No.: 2020-100**

This Contract for the On-Call Professional Services (Contract) is made by and between the City of Flagstaff (Owner), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Kinney Construction Services, Inc., an Arizona Corporation with offices at 121 E. Birch Ave., Flagstaff, AZ 86001 (Firm), effective as of the date written below.

**RECITALS**

A. The Owner desires to enter into this Contract in order to obtain services of a Firm for the On-Call Professional services [Service Name], as outlined in the Scope of Work/Specifications section of the RSOQ document; and

B. Firm has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Contract;

For the reasons recited above, and in consideration of the mutual covenants contained in this Contract, the Owner and Firm agree as follows:

## 1. SERVICES TO BE PERFORMED BY FIRM

Firm agrees to perform the following services:

1.1 Firm agrees to provide the services as set forth in detail in Exhibit “A” attached and incorporated in this Contract. All of the terms and conditions set forth in this RSOQ pertaining to the services set forth in Attachment A, including all standard terms and conditions shall be incorporated in this Contract as if fully set forth herein.

1.2 Firm warrants that all materials, services or construction delivered under the Contract shall conform to the specifications of the Contract. The Owner’s receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Firm or the rights of the Owner under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Contract are the sole property of the Owner and shall not be used or released by Firm or any other person except with prior written permission of the Owner.

## 2. COMPENSATION OF FIRM

Firm agrees to provide all of the services set forth in Exhibit “A” for prices not to exceed the amounts set forth in the fee. Firm agrees that any specific scopes of work for individual Job Order Construction Contracts will have specific and mutually agreed upon fee schedules attached.

## 3. RIGHTS AND OBLIGATIONS OF FIRM

**3.1 Independent Firm**. The parties agree that Firm performs specialized services and that Firm enters into this Contract with the Owner as an independent contractor. Nothing in this Contract shall be construed to constitute Firm or any of Firm's agents or employees as an agent, employee or representative of the Owner. As an independent contractor, Firm is solely responsible for all labor and expenses in connection with this Contract and for any and all damages arising out of Firm's performance under this Contract.

**3.2 Firm's Control of Work.** All services to be provided by Firm shall be performed as determined by the Owner in accordance with the Scope of Services set forth in Exhibit "A." Firm shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Contract. Firm shall be responsible for, and in full control of, the work of all such personnel.

**3.3 Reports to the Owner**. Although Firm is responsible for control and supervision of work performed under this Contract, the services provided shall be acceptable to the Owner and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Firm to the Owner and the right of the Owner, as set forth in the Scope of Services, and the right of the Owner to audit Firm's records.

**3.4 Compliance with All Laws**. Firm shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Contract. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Contract shall be deemed inserted, whether or not such provisions appear in this Contract.

## 4. NOTICE PROVISIONS

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

| To the Owner's Authorized Representative | To Firm: |
|---|---|
| Matthew Luhman, CPP, CPPB<br>Purchasing Manager<br>City of Flagstaff<br>211 W. Aspen<br>Flagstaff, Arizona 86001<br>mluhman@flagstaffaz.gov<br>928.213.2278 | Tim Kinney, CEO<br>Kinney Construction Services, Inc.<br>121 E. Birch Avenue<br>Flagstaff, AZ 86001<br>tk@kinneyconstruction.com<br>928.779.2820 |

## 5. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Firm to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Firm from and against any and all claims. It is agreed that Firm shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Firm shall waive all rights of subrogation against

the City of Flagstaff, its officers, officials, agents and employees for losses arising from the work performed by Firm for the City of Flagstaff.

## 6. INSURANCE

Firm and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Contract by the Firm, Firm's agents, representatives, employees or contractors until all of their obligations under this Contract have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Owner does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Firm from liabilities that might arise out of this Contract, and Firm is free to purchase such additional insurance as Firm may determine is necessary.

**6.1. Minimum Scope and Limits of Insurance**. Firm shall provide coverage at least as broad and with limits not less than those stated below.

6.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products/Completed Operations Aggregate | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage (any one fire) | $500,000 |
| Medical Expense (any one person) | Optional |

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

| | |
|---|---|
| Combined Single Limit Per Accident for Bodily Injury and Property Damage | $1,000,000 |

6.1.3. Workers' Compensation and Employer's Liability

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employer's Liability: Each Accident | $500,000 |
| Disease - Each Employee | $500,000 |
| Disease - Policy Limit | $500,000 |

6.1.4. Professional Liability $1,000,000

**6.2 Self-insured Retention/Deductibles.** Any self-insured retentions and deductibles must be declared to and approved by the Owner. If not approved, the Owner may require that the insurer reduce or eliminate such self-insured retentions with respect to the City of Flagstaff, its officers, agents, employees, and volunteers.

**6.3. Other Insurance Requirements.** The policies shall contain, or be endorsed to contain, the following provisions:

6.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Contract and activities performed by or on behalf of the Firm, including products and completed operations of the Firm; and automobiles owned, leased, hired or borrowed by the Firm.

6.3.2 The Firm's insurance shall contain broad form contractual liability coverage.

6.3.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Firm even if those limits of liability are in excess of those required by this Contract.

6.3.4. The Firm's insurance coverage shall be primary insurance with respect to the City of Flagstaff, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Flagstaff, its officers, officials, agents and employees, shall be in excess of the coverage of the Firm's insurance and shall not contribute to it.

6.3.5 The Firm's insurance 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.

6.3.6 Coverage provided by the Firm shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.3.7 The policies shall contain a waiver of subrogation against the City of Flagstaff, its officers, officials, agents and employees for losses arising from work performed by Firm for the Owner.

**6.6 Notice of Cancellation**. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the Owner. Notices required by this section shall be sent directly to Matthew Luhman, Purchasing Manager, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

**6.7 Acceptability of Insurers**. Firm 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 Owner does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Firm from potential insurer insolvency.

**6.8 Verification of Coverage**. The Firm shall furnish the Owner with certificates of insurance (ACORD form) as required by this 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.

6.8.1 The Owner must receive and approve all certificates of insurance before the Firm commences work. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Firm's and its subcontractors' obligations under this Contract have been met. The Firm's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

6.8.2 All certificates of insurance shall be sent directly to Matthew Luhman, Purchasing Manager, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001. The Owner's project/contract number and project description shall be noted on the certificates of insurance. The Owner reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The Owner shall not be obligated, however, to review any insurance policies or to advise Firm of any deficiencies in such policies and endorsements. The Owner's receipt of Firm's policies or endorsements shall not relieve Firm from, or be deemed a waiver of, the Owner's right to insist on strict fulfillment of Firm's obligations under this Contract.

**6.9 Subcontractors**. Firm's certificate(s) shall include all subcontractors as additional insureds under its policies, or Firm shall furnish to the Owner separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**6.10 Approval.** Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City of Flagstaff's Attorney's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

## 7. DEFAULT AND TERMINATION

**7.1 Events of Default Defined**. The following shall be Events of Default under this Contract:

7.1.1 Any material misrepresentation made by Firm to the Owner;

7.1.2 Any failure by Firm to perform its obligations under this Contract including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Contract due to a reason or circumstance within Firm's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Firm's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the Owner;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the Owner as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Firm's reasonable control;

7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;

7.1.2.7 Failure to provide the Owner, upon request, with adequate assurance of future performance;

7.1.2.8 Failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance; and

7.1.2.9 Any other acts specifically stated in this Contract as constituting a default or a breach of this Contract.

**7.2 Remedies**.

7.2.1 Upon the occurrence of any Event of Default, the Owner may declare Firm in default under this Contract. The Owner shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the Owner may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Contract as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Firm's compensation under this Contract;

7.2.1.5 The right to deem Firm non-responsive in future contracts to be awarded by the Owner; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The Owner may elect not to declare an Event of Default or default under this Contract or to terminate this Contract upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the Owner, and that if the Owner allows Firm to continue to provide the Services despite the occurrence of one or more Events of Default, Firm shall in no way be relieved of any of its responsibilities or obligations under this Contract, nor shall the Owner be deemed to waive or relinquish any of its rights under this Contract.

7.2.3 In the Event of Default by the Firm, the Owner shall not be liable to Firm for any amount, and Firm may be liable to the Owner for any and all damages sustained by reason of the default which gave rise to the termination.

**7.3 Right to Offset**. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the Owner due to default of Proposer, or due to the Owner's exercise any of the remedies available to it under this Contract, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Firm shall be liable for and shall remit promptly to the Owner the balance upon written demand from the Owner.

**7.4 Termination for Convenience**. The Owner reserves the right to terminate, with or without cause, this Contract upon ninety (30) days written notice. The Owner shall be responsible only for those standard items or services which have been delivered and accepted. If any items being purchased are truly unique and therefore not saleable or useable for any other application, the Owner shall reimburse Proposer for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the Owner after costs are claimed and allowed. Proposer shall submit detailed cost claims in an acceptable manner and shall permit the Owner to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

**7.5 Amendment of Contract.** This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the Parties.

## 8. GENERAL PROVISIONS

**8.1 Headings**. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

**8.2 Jurisdiction and Venue**. This Contract shall be administered and interpreted under the laws of the State of Arizona. Firm hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

**8.3 Attorney's Fees**. Subject to Section 8.11, if suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

**8.4 Severability**. If any term or provision of this Contract shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

**8.5** **Successors and Assigns**. No right or interest in the Contract shall be assigned by Firm without prior written permission of the Owner, and no delegation of any duty of Firm shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold approval and shall notify Firm of the Owner's position within fifteen (15) days of receipt of written notice by Firm. This Contract shall extend to and be binding upon the Firm, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Firm shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Firm shall sell its assets.

**8.6** **Subcontracts**. No subcontract shall be entered into by Firm with any other party to furnish any service specified in this Contract without the advance written approval of the Owner. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract, as if the subcontractor were the Firm. Firm is responsible for contract performance whether or not subcontractors are used. The Owner shall not unreasonably withhold approval and shall notify Firm of the Owner's position within fifteen (15) days of receipt of written notice by Firm. Firm shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

**8.7** **Conflict of Interes**t. Firm covenants that Firm presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Contract. Firm further covenants that in the performance of this Contract, Firm shall not engage any employee or apprentice having any such interest. The parties agree that this Contract may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

**8.8** **Authority to Contract**. Each party represents and warrants that it has full power and authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Contract.

**8.9** **Integration.** This Contract represents the entire understanding of Owner and Firm as to those matters contained in this Contract, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RSOQ Package that have been incorporated into this Contract. This Contract may not be modified or altered except in writing signed by duly authorized representatives of the parties.

**8.10** **Non-Appropriation**. If the City Council does not appropriate funds to continue this Contract and pay for charges under this Contract, the Owner may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the Owner's payment obligations. The Owner agrees to give written notice of termination to the Firm at least thirty (30) days prior to any termination for a lack of funds and will pay to the Firm all approved charges incurred prior to Firm's receipt of such notice, subject to the availability of funds appropriated and budgeted by the Owner to fund payments under this Contract.

**8.11** **Non-Discrimination**. Firm shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Firm shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**8.12** **Compliance with Federal Immigration Laws and Regulations**. Firm hereby warrants to the Owner that the Firm and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Firm Immigration Warranty").

8.12.1 A breach of the Firm Immigration Warranty shall constitute a material breach of this Contract and shall subject the Firm to penalties up to and including termination of this Contract at the sole discretion of the Owner.

8.12.2 The Owner retains the legal right to inspect the papers of any Firm or Subcontractor employee who works on this Contract to ensure that the Firm or Subcontractor is complying with the Firm Immigration Warranty. Firm agrees to assist the Owner in regard to any such inspections.

8.12.3 The Owner may, at its sole discretion, conduct random verification of the employment records of the Firm and any of Subcontractors to ensure compliance with Firm's Immigration Warranty. Firm agrees to assist the Owner in regard to any random verifications performed.

8.12.4 The provisions of this Article must be included in any contract the Firm enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**8.13 Anti-Trust Violations**. The Owner maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Firm. Therefore, to the extent permitted by law, Firm hereby assigns to the Owner any and all claims for such overcharges as to the goods or services used to fulfill this Contract.

**8.14 Advertising**. Proposer shall not advertise or publish information concerning the Contract, without the prior written consent of the Owner.

**8.15 Inspection**. All material, services or construction are subject to final inspection and acceptance by the Owner. The Owner may, at reasonable times and at its expense, inspect the plant or place of business of Firm or its subcontractor(s) which is related to the performance of this Contract. This right of inspection and supervision shall include, but not be limited to the right of the Owner to audit Firm's records.

**8.16 No Third-Party Beneficiaries.** The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

**8.17 Assignment.** Firm shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Contract shall be assigned, in whole or in part, by Firm without prior written permission of the Owner and no delegation of any duty of Firm shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Firm agrees that any assignment agreement between Firm and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Firm shall also remain liable under all obligations, terms and conditions of this Contract.

**8.18 Notice.** Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

**8.19 Records.** The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Firm's records related to this Contract. Firm shall retain all records related to this Contract for a period consistent with the Owner of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

## 9. SPECIAL TERMS AND CONDITIONS

**9.1 Job Order; Authorization to Proceed.** All proposed work under this Contract shall be performed pursuant to the issuance of individual Job Orders. Firm shall perform no work under this Contract until or unless a written Job Order has been issued by the Owner and executed by the Parties, which Job Order describes the specific services and the time of performance requested by the Owner. Firm shall respond to each Job Order issued by the Owner by submitting a written fee proposal and time required to complete the specific services requested in the Job Order. When the Job Order is agreed to and executed by both Parties, the Job Order shall constitute Firm's authorization to proceed with the requested services. All Firm invoices shall reference the Job Order number and shall contain an itemization of all hours and expenses per the Price Schedule.

**9.2 Technical and Professional Requirements; Key Personnel.** Firm shall be professionally licensed and qualified in all pertinent disciplines for consulting services required under this Contract. It is essential that Firm provide adequately experienced personnel who are capable of, and devoted to, the successful accomplishment of all services performed under this Contract. Key personnel to be assigned to the project shall be identified in writing to the Owner by Firm at the time of Notice to Proceed. At a minimum the Firm shall identify for the Owner's written approval, the project manager who shall be empowered to act for the Firm in accordance with this Contract in all matters relating to the technical administration of services to be provided. Authorization for changes in key personnel must be requested in writing by the Firm.

**9.3 Subcontracts.** At the time subcontracted services are anticipated, the Firm shall notify the Owner of the nature of, and need for, such services and identify the proposed subcontracting contractor. The Firm must receive approval in writing from the Owner prior to utilization of any subcontractor other than the parties listed in this article. The Firm is authorized by the Owner to subcontract work having a cost which will not exceed 30 percent (30%) of the total amount of compensation due under this Contract. The Firm shall be responsible to the Owner for the actions of persons and contractors performing subcontract work.

**9.4 Rights and Obligations of Firm**

9.4.1 Work Schedule: Upon receipt of an executed copy of a Job Order, the Firm shall prepare a work schedule. The work schedule shall include:

9.4.1.1. Events which will satisfy SECTION 1. Services to be performed by the Firm.

9.4.1.2 Date each event shall start and its duration.

9.4.1.3 Critical relationship of events.

9.4.1.4 Name(s) of the person(s) responsible for the project. The work schedule shall provide for the completion of SECTION I services not later than 365 calendar days from the written Notice-to-Proceed.

9.4.1.5 The schedule shall be updated periodically as necessary.

9.4.1.6 The Firm agrees to maintain adequate resources to provide the described services within the time provided in the agreed upon schedule. Failure to adhere to the schedule may result in termination of this contract.

**9.5 Maintenance of Documents.** Firm shall deliver to the Owner copies of reports, specifications and drawings prepared under the terms of this Contract. If drawings are prepared, the Owner will be provided with a set of full-size reproducibles. Originals of design and study notes, calculations, correspondence and similar material will be filed by the Firm and made available to the Owner on Request. Copies will be furnished to the Owner by the Firm at cost. Except as otherwise provided herein, documents prepared under the terms of this

Contract will not be used by the Owner on other projects or extensions to this project except with the written agreement of the Firm.

**9.6 Alteration in Character of Work.** Whenever an alteration in the character of work results in a substantial change in the Planned Consulting Services, thereby materially increasing or decreasing the cost of the performance, the work will be performed in accordance with the contract and as directed; provided however, that before such work is started, a contract change order shall be approved and executed by the Owner and the Firm. Additions to, modifications, or deletions from the project provided herein may be made and the compensation to be paid to the Firm may be adjusted accordingly by mutual agreement of the Owner and Firm. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Firm will be allowed by the Owner except as provided herein, nor shall the Firm do any work, or furnish any materials not covered by this Contract unless such work is first ordered in writing.

9.6.1 Any such work or materials furnished by the Firm without such written order first being given shall be at his own risk, cost, and expense, and Firm hereby agrees that without such written order he will make no claim for compensation for such work or materials furnished.

**9.7 Completeness and Accuracy of Firm's Work.** The Firm shall be responsible for the completeness and accuracy of his survey work, plans, supporting data, and Special Provisions prepared or compiled under his obligation for this project and shall correct, at his expense, all errors or omissions therein which may be disclosed during the review of the plans.

9.7.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All preparation of technical and related documents shall be completed in accordance with the prevailing Arizona law.

9.7.2 Correction of engineering errors or omissions disclosed and determined to exist by the Owner during the construction of the project shall be accomplished by the Firm. The cost of the design necessary to correct those errors attributable to the Firm and any expense incurred by the Owner as a result of additional construction costs caused by such engineering errors shall be chargeable to the Firm. The fact that the Owner has accepted or approved the Firm 's work shall in no way relieve the Firm of any of his responsibilities. Should the Firm be contracted to perform construction inspection of the project, he shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the Owner during and subsequent to the construction of the project. Firm's duty in the construction inspection phase is to assure Owner that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Firm and any expense incurred by Owner as a result of additional construction costs caused by such errors shall be chargeable to the Firm. Acceptance or approval by Owner of Firm's work shall not relieve Firm of inspection responsibilities.

**9.8 General Responsibilities and Obligations of Firm.** The Firm is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. The Firm shall follow the practice of the profession to make findings, opinion, factual presentations, and to offer professional advice and recommendations. To the fullest extent permitted by law, the Firm shall defend, indemnify and hold harmless the City of Flagstaff, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Firm, its employees, agents, or any tier of subcontractors in the performance of this Contract. The Firm’s duty to defend, hold harmless and indemnify the City of Flagstaff, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Firm or any tier

of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Firm may be legally liable.

9.8.1 The amount and type of insurance coverage requirements set forth herein (Section, 7. Insurance) will in no way be construed as limiting the scope of the indemnity in this paragraph.

9.8.2 In performing construction management services, Firm shall act as agent of the Owner. The Firm's review or supervision of work prepared or performed by other individuals or contractors employed by the Owner shall not relieve those individuals or contractors of complete responsibility for the adequacy of their work.

9.8.3 It is understood that any resident consulting or inspection provided by the Firm is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. The Firm does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

9.8.4 The Firm agrees to notify the owner of any potential unsafe conditions observed at a construction site while performing resident consulting services. It is understood that the resident Firm will perform the aforesaid services only as incidental to the agreed consulting services and only while at the site; no duty to inspect for unsafe conditions is accepted by the resident Firm.

**9.9 Cooperative Use Of Contract.** This Contract resulting from the RSOQ may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City of Flagstaff, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Contract who wish to cooperatively use the contract are subject to the approval of Vendor.

The City of Flagstaff is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

## 10. DURATION

This Contract shall become effective on and from the date it is executed by the Parties and shall continue for a period of **three (3) consecutive years**, unless sooner terminated as provided in this Contract. The Owner reserves the right to unilaterally extend the period of the Contract for up to four (4) additional ninety (90) day term extensions beyond the stated termination date. The Contract may be renewed in writing for a supplemental period of up to **two (2) additional one-year terms, at the discretion of the Owner**. The City Council authorizes the City of Flagstaff Purchasing Director to administratively renew and extend this Contract for the additional terms specified in this paragraph. Any additional renewals or extensions, other than those specified in this paragraph, must be approved by the City Council.

## 11. FORCE MAJEURE

The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work

that is the subject of this Contract, as set forth in Exhibit A. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

**City of Flagstaff**

Greg Clifton
2021.01.28 17:32:26 -07'00'

City Manager

Attest:

Stacy Saltzburg
Digitally signed by Stacy Saltzburg
DN: cn=Stacy Saltzburg, o=City of Flagstaff, ou=City Clerk, email=stacy.saltzburg@flagstaffaz.gov, c=US
Date: 2021.01.29 10:23:02 -07'00'

City Clerk

Approved as to form:

ChristinaA. Parry for
Digitally signed by ChristinaA. Parry for
Date: 2021.01.26 07:27:32 -07'00'

City Attorney

Date of Execution: January 29, 2021

**Firm**

**Kinney Construction Services, Inc.**
**Tim Kinney, CEO**

# EXHIBIT A
# Scope of Work

GENERAL

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Firm will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City of Flagstaff.

Once the successful Firms are selected, a Scope of Work for each Job Order discipline may be provided by the Owner to a number of Firms to solicit competitive price proposals.

The maximum cost per Job Order is $1,000,000. The annual cap per Firm is $5,000,000.

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services;
- Serve as the general contractor during construction;
- Coordinate and manage subcontractors during construction;
- Coordinate with all utilities;
- Attend public meetings and issue notifications (when required);
- Arrange for procurement of materials and equipment;
- Schedule and manage site operations;
- Continue use of a collaborative process;
- Provide quality controls;
- Bond and insure the construction;
- Comply with all federal, state and local permitting requirements;
- Acquire all applicable permits
- Maintain a safe work site for all project participants;
- Commissioning;
- Prepare and turn over record drawings (when required);
- Provide operations and maintenance manuals (when required).

SCOPE OVERVIEW

The Owner is in need of general contracting (vertical, horizontal, water/wastewater plant, landfill, construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to the Owner's facilities and civil infrastructure. The Firm will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

All work performed by the Firm shall meet all applicable federal, state and local codes and the Firm shall be required to obtain all required permits and inspections.

For all of Owner's projects, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. CoF Engineering Standards and Specs
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

The Firm may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project
- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.

When a particular project is offered to the Firm, the Firm shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Firm unless change orders are pre-approved by the Owner. Price proposal shall follow the pricing format sample in *Attachment D Sample Proposal Format* of the attached Sample JOC Construction Contract (*Attachment C*).

By executing a price proposal, the Firm represents that the Firm has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The Owner does not undertake to represent or warrant the site or local conditions.

The Owner reserves the right to reject the Firm's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The Owner reserves the right to request Job Order proposals from more than one JOC Firm for competitive

purposes. Pricing may be determined by **R.S. Means™ Cost data or Open Book Pricing** consisting of Firm's subcontractor price quotes that are shared with and approved by the Owner. The Owner reserves the right to determine the pricing method on a project by project basis.

A separate Purchase Order must be issued for each Job Order before the commencement of any work by the Firm. A Purchase Order will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The Owner, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, Firm shall tender a performance and payment bond for the Owner to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Flagstaff, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the Owner, and the bond shall otherwise be satisfactory in its scope and content as determined by the Owner in his/her sole and absolute judgment.

In the event the Firm fails to provide to the Owner with the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the Owner reserves the right to unilaterally rescind the Firm's award of this project.

In the event the Firm provides to the Owner the certificate and proof of bond assurance and the Owner determines that the certificate and/or assurance is inadequate in any regard, then the Owner reserves the right to unilaterally rescind the Firm's award of this project. The Owner's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the Owner issues to the Firm the Notice to Proceed with the project. The Owner waives any objection to the Owner's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the Owner that the tender of proof required herein was made by the Firm, its agents, employees or persons acting on Firm's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the Owner's sole and absolute judgment.

The Firm shall commence work on the date set forth in the Notice to Proceed. Time being of the essence of this Contract, the Firm shall therefore prosecute the work diligently, using such means and methods of construction as will assure final completion within the time specified in the written price proposal.

The Firm shall supervise and direct the work, using the best skill and attention and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The Firm shall keep on the site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the Owner. The superintendent shall represent the Firm and have authority to act for the Firm. The Firm or qualified representative shall attend meetings with the Owner, at a frequency as determined by the Owner, for the purpose of coordinating or expediting the work.

Safety. During the construction process, the Firm shall comply with all applicable federal, state and County health and safety laws and regulations including, but not limited to all applicable "OSHA Standards for the Construction Industry" shall be followed, including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. All construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Firm's responsibility. The Owner may stop construction on a project until safety concerns have been corrected.

During construction the Firm shall supply the work area (job site) with a minimum of one portable chemical toilet, or more as necessary or directed by the Owner for larger projects.

The Firm shall keep the premises free from accumulations of waste material or rubbish caused by their employees or work. At the completion of the work the Firm shall remove all the rubbish from the site and all tools, scaffolding and surplus materials.

To determine the date of final completion of a particular project, final inspection of the work by the Owner shall be made within five (5) working days after receipt of the Firm's written request. The work will be deemed finally complete as of the date of such inspection if, upon such inspection, the Owner determines that the Firm has achieved final completion. However, if such inspection, in the sole opinion of the Owner, reveals items of work still to be performed, the Firm shall promptly perform them and then request a re-inspection.

# HORIZONTAL CONSTRUCTION

**SERVICES TO BE PERFORMED BY FIRM**

Firm agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and Purchase Orders as amendments to this contract**:**

- Roadway Grading, Paving and Patching
- Water, Sewer and drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Edward Schenk, Water Services Section Director - Stormwater

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

**TITLE:**

**Consideration and Approval of Contract:** Job Order Contract for Construction with Eagle Mountain Construction, Inc. for Fanning Wash Channel Improvements in the amount not to exceed $433,990.

**STAFF RECOMMENDED ACTION:**

1. Approve the Job Order Contract for Construction with Eagle Mountain Construction, Inc. in the amount not to exceed $433,990; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The Fanning Wash Channel Improvements are a Capital Improvement Project (CIP) under the Stormwater Section to improve the drainage capacity in the Fanning Wash Channel in an attempt to decrease flooding events. The Project is identified in the 5-year plan and is budgeted in the current fiscal year (Project 3626). The Project was designed by Remal Engineering between 2025 and early 2026 with an additional contract with Beta PR for public relations. The Project is being managed by the Stormwater Section. We are hoping to complete the Project in the current fiscal year and before the monsoon flood season (also July 1st).

Eagle Mountain Construction, Inc., was one of numerous contractors selected in 2021 to provide construction work to the City through a Job Order Contracting procurement process defined by Title 34 of the Arizona Revised Statutes. Through this process, the City created a list of qualified contractors to perform construction projects for the City and each contractor entered into a master contract. Then, as the City identifies construction work, the qualified contractors on the Job Order Contracting list are provided the specs for job, bid for the project, are considered, and, if selected, enter into a subsequent Job Order Contract for Construction. Here, Eagle Mountain Construction, Inc. has been selected to enter into a Job Order Contract for Construction for the Fanning Wash Channel Improvements.

**Financial Impact:**

Project Name: Fanning Wash Channel Improvements
Cost: $433,990
Account Number Budgeted: 206-08-385-3626-0-4466.
FY Budgeted Amount: $1,000,000
Grant Funded: No
Funding Source: Stormwater Fund

**Policy Impact:**

None

**Previous Council Decision or Community Discussion:**

On January 5, 2021, the City Council approved the master contract authorizing Eagle Mountain Construction, Inc. to provide Job Order Construction services to the City of Flagstaff.

**Options and Alternatives to Recommended Action:**

1. Approve the Job Order Contract for Construction and allow for Eagle Mountain Construction, Inc. to improve the channel capacity; or
2. Deny the Contract, in which case there will continue to be insufficient drainage capacity in this stretch of channel. Repetitive flooding will continue to occur.

**Background and History:**

Fanning Wash begins on the southern slopes of Mount Elden and continues through the eastern neighborhoods of Flagstaff before joining the Rio de Flag near Continental Country Club. The watershed is still impacted by the 1977 Radio Fire with an independent engineering analysis indicating that flood frequency and peaks are still two to three times higher, and more frequent, than before the Radio Fire. This project is one of several to increase the stormwater infrastructure capacity to mitigate repetitive flooding. This section of channel was built after World War II and is insufficient to convey large floods.

Stormwater Section is utilizing the City of Flagstaff Job Order Contractor program for faster, efficient project delivery. All contractors from the horizontal discipline were requested to issue a bid for this Project.

**Connection to PBB Priorities and Objectives:**

High Performing Governance: Serve the public by providing high quality customer service.
Safe and Healthy Community: Provide public safety services with resources, staff, and training responsive to the community's needs.
Sustainable and Innovative Infrastructure: Deliver outstanding services to residents through a healthy well-maintained infrastructure system.
Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on the built, natural, economic, health and social systems.

**Connection to Regional Plan:**

Goal E&C.3.
Policy E&C 3.1 Increase the region's preparedness for extreme climate events.
Goal WR.5.
Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.
Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.
Goal PF.1.
Policy PF.1.2. Allocate available public resources necessary for the City and County to prepare and adapt for natural and human-caused hazards so that all government operations support community resiliency.
Policy PF.1.4. Build, sustain, and leverage partnerships with local and regional stakeholders for collective investment, efficient action, and shared responsibility in the building of local resiliency.

**Connection to Carbon Neutrality Plan:**

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

**Connection to 10-Year Housing Plan:**

None

**Connection to Division Specific Plan:**

Proactive maintenance and adaptive management are a key part of the 2028 Stormwater Section Strategic Plan and the 2025 Water Services Division Strategic Plan.

**Attachments:** JOC 2026-174 EMC Fanning Wash Channel Improvements
Job Order Contract Master Contract

**JOB ORDER CONSTRUCTION CONTRACT**
**#2026-174**
**(Under Job Order Services Master Contract 2020-100)**

**City of Flagstaff, Arizona**
**and**
**Eagle Mountain Construction, Inc.**

This Job Order Construction Contract ("Contract") is made and entered into this ____ day of _____ _____, 2026, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and **Eagle Mountain Construction, Inc.**, an Arizona corporation, with offices at 3100 N Caden Ct, Flagstaff, AZ 86004 ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

## RECITALS

A. Owner desires to obtain Job Order Contracting (JOC) for **Horizontal Construction** services ("Services"); and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

**1. Scope of Work.** Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **Fanning Wash Channel Improvements #2026-174** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

**2. Contract; Ownership of Work.** Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

| | | |
|---|---|---|
| 2.1 | Special Provisions (Scope & Cost Estimation) | Exhibit A |
| 2.2 | Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG") | Exhibit B |

**3. Payments.** In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **four hundred thirty-three thousand nine hundred ninety dollars and zero cents ($433,990.00)** to Contractor for work and materials provided in accordance with the Special Provisions (Scope & Cost Estimation), which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The Engineer shall have the right to finally determine the amount due to Contractor;

3.3 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

**4. Time of Completion.** Contractor agrees to complete all work as described in this Contract within **ninety one (91) calendar days** from the date of the Owner's Notice to Proceed, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

**5. Performance of Work.** All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

**6. Acceptance of Work; Non-Waiver.** No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

**7. Delay of Work.** Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

**8. Failure to Complete Project in Timely Manner.** If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

**9. Labor Demonstration.** It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence; the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

**10. Material Storage.** During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any

temporary structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

**11. Maintenance During Winter Suspension of Work.**

11.1 A "Winter Shutdown" is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

**12. Assignment.** Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

**13. Notices.** Any notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding

warranties shall be sent via registered or certified mail, return receipt requested, at the address set forth below ***and*** to legal counsel for the Party to whom the notice is being given.

**If to Owner:**
Emily Markel
Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

**If to Contractor:**
Marco Spagnuolo
President
Eagle Mountain Construction, Inc.
3100 N. Caden Ct.
Flagstaff, AZ 86004
marco@emcaz.com

**With a Copy to:**
Chase McLeod, EIT CFM
Stormwater Project Manager
City of Flagstaff
2323 N. Walgreens Dr.
Flagstaff, AZ 86004
Chase.McLeod@flagstaffaz.gov

**14. Contract Violations.** In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases, and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

**15. Termination for Convenience.** The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Special Provisions (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

**16. Contractor's Liability and Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in

this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

**17. Non-Appropriation.** In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

**18. Amendment of Contract.** This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

**19. Subcontracts.** Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

**20. Cancellation for Conflict of Interest.** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

**21. Compliance with All Laws.** Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

**22. Employment of Aliens.** Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county, or municipal public works project.

**24. Contractor's Warranty.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

**25. Jurisdiction and Venue.** This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

**26. Attorneys' Fees.** If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the

court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

**27. Time is of the Essence.** Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

**28. No Third-Party Beneficiaries.** The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

**29. Headings.** The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

**30. Severability.** If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

**31. Records.** The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

**32. Force Majeure.**

32.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

32.2 There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events, and the Owner shall not pay additional costs incurred by Contractor as a result of such Events.

32.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

**33. No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000.00), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

**34. Modification to Contract.** This Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

**35. Forced Labor of Ethnic Uyghurs.** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the written certification, Contractor shall notify the Owner within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the Owner of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

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

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

**IN WITNESS WHEREOF,** the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

| **Owner, City of Flagstaff** | **Eagle Mountain Construction, Inc.** |
|---|---|
| Joanne Keene, City Manager | Signature |
| Attest: | Printed Name |
| City Clerk | Title |
| Approved as to form: | |
| City Attorney | |

Last Updated November 13, 2023

**CITY OF FLAGSTAFF, ARIZONA**
**PAYMENT BOND**

**PROJECT NAME:** Fanning Wash Channel Improvements
**PROJECT NUMBER:** #2026-174

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

| | |
|---|---|
| _____ | _____ |
| Principal (Seal) | Surety (Seal) |
| By: _____ | By: _____ |
| _____ | _____ |
| Agency of Record | Agency Address |

Last Updated November 13, 2023

**CITY OF FLAGSTAFF, ARIZONA**
**PERFORMANCE BOND**

**PROJECT NAME:** Fanning Wash Channel Improvements
**PROJECT NUMBER:** #2026-174

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____ _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ___day of _____, 20__ in the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

| | |
|---|---|
| _____ | _____ |
| Principal (Seal) | Surety (Seal) |
| By: _____ | By: _____ |
| _____ | _____ |
| Agency of Record | Agency Address |

Last Updated November 13, 2023

**Eagle Mountain Construction**
3100 N. Caden Ct. - Flagstaff, AZ 86004
AZ ROC 315942, 315943

# PROPOSAL

| | | | |
|---|---|---|---|
| **Submitted To:** | City of Flagstaff | **EMC Prop #:** | 26-003 |
| **Attn:** | Chase McLeod | **Date:** | 2/24/26 |
| **Project:** | Fanning Wash Channel | **Expires:** | 3/26/26 |
| **Plans by:** | WLB, dated 2-2-26 | | |
| **Soils Report:** | Speedie & Associates, dated 2-18-26 | | |

| ITEM | DESCRIPTION | QUAN | UNIT | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 10 | MOBILIZATION, SWPPP & STAKING | 1 | LS | $ 38,990.00 | $ 38,990.00 |
| 20 | REMOVE AND DISPOSE TREE AND STUMP PER MAG SPEC 201 | 16 | EA | $ 2,450.00 | $ 39,200.00 |
| 30 | REMOVE EXISTING CONCRETE BARRIER | 75 | LF | $ 26.00 | $ 1,950.00 |
| 40 | PROTECT IN PLACE | 1 | LS | $ 780.00 | $ 780.00 |
| 50 | CLEAR AND GRUB WITHIN CONSTRUCTION LIMITS PER MAG | 1 | LS | $ 42,050.00 | $ 42,050.00 |
| 60 | CONSTRUCT CHANNEL PER MAG SPEC 215 AND DETAIL A | 1 | LS | $ 122,000.00 | $ 122,000.00 |
| 70 | EC-9Y COIR MAT (OR APROVED EQUAL) OVER SEEDING PER DETAIL B | 4,977 | SY | $ 12.00 | $ 59,724.00 |
| 80 | RIPRRAP D50=8", 16" THICK WITH GEOSYNTHETIC FABRIC | 744 | CY | $ 100.00 | $ 74,400.00 |
| 90 | SEED ALL DISTURBED AREAS EXLUDING RIPRAP | 2.0 | AC | $ 11,500.00 | $ 23,000.00 |
| | | | | **Sub Total:** | **$ 402,094.00** |
| | | | **Tax & Bond** | **7.93%** | **$ 31,896.00** |
| | | | | **Total:** | **$ 433,990.00** |

**Alternates\Unit Price Items:**

| | | | | |
|---|---|---|---|---|
| Hard Rock Ex per CY if encountered | 1 | CY | $ 285.00 | $ 285.00 |
| Unsuitable Soils per CY if encountered | 1 | CY | $ 105.00 | $ 105.00 |

**CLARIFICATIONS:** This terms and conditions of this proposal shall be incorporated into any subsequent agreement.

This proposal includes one (1) mobilization, unless noted otherwise.

Existing control points to be verified by others, for use and reliance by EMC.

Applicable permits, fees and taxes for EMC's work only.

**EXCLUSIONS:** Davis Bacon wages; QAQC testing; as-builts; hard dig; unsuitable material handling\disposal; soil stabilization; lime stabilization; unknown\unforeseen utility relocations; franchise utility relocations; vertical realignments; dewatering; supply\install of water meters; roof drain tie-ins; asbestos remediation of any kind; any bid items\scopes not specifically listed above.

**PROJECT SPECIFIC CLARIFICATIONS:**

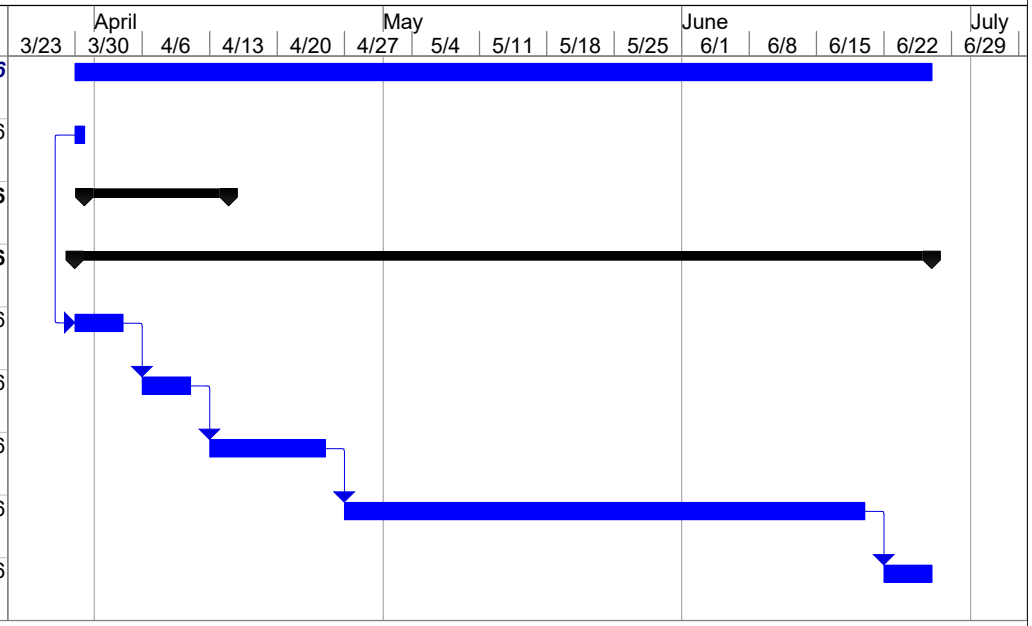
In order to complete by 7-1-26, this scope must receive an NTP no later than 3-30-26.

No utility relocations are included.

Coir Mat 900, from Hanes Geo Components, per included spec sheet.

# City of Flagstaff
# Fanning Wash Channel Proposed Schedule

| ID | Task Name | Days | Scheduled Start | Scheduled Finish |
|---|---|---|---|---|
| 1 | ***CONTRACT TIME*** | ***89 days*** | ***Mon 3/30/26*** | ***Fri 6/26/26*** |
| 2 | NTP | 1 day | Mon 3/30/26 | Mon 3/30/26 |
| 3 | **Submittal Data** | **11 days** | **Tue 3/31/26** | **Tue 4/14/26** |
| 16 | **CONSTRUCTION** | **65 days** | **Mon 3/30/26** | **Fri 6/26/26** |
| 17 | Mobilization | 5 days | Mon 3/30/26 | Fri 4/3/26 |
| 18 | SWPP, TC & Staking | 5 days | Mon 4/6/26 | Fri 4/10/26 |
| 19 | Clear & Grubb | 10 days | Mon 4/13/26 | Fri 4/24/26 |
| 20 | Channel Construction | 40 days | Mon 4/27/26 | Fri 6/19/26 |
| 21 | Punchlist & Demob | 5 days | Mon 6/22/26 | Fri 6/26/26 |






Preparred by:

**Eagle Mountain Construction**

# Invitation to Bid – Fanning Wash Channel improvements

## Date:

February 4th 2026

## Description

The City of Flagstaff Stormwater Section is requesting bids for channel improvements in Fanning Wash between North Steves Blvd and East Linda Vista Dr in Flagstaff, Arizona. The purpose of this project is to increase channel capacity within this reach of Fanning Wash and provide appropriate armoring. The project must follow the scope of work outlined in the approved plan set prepared by Remal Engineering and be coordinated with the City of Flagstaff Stormwater Section. All relevant requirements of the City of Flagstaff Engineering Code and the Stormwater Design Manual apply.

## Scope of Work

The general scope of work includes improving Fanning Wash just downstream of the Steves Blvd crossing and just upstream of the Linda Vista crossing. Work consists of increasing the channel's capacity and constructing channel cross sections as shown in the plans to ensure the channel can convey the 100-year storm event. Refer to the attached drainage memo and channel design plans for proposed channel geometry.

The scope includes, but is not limited to:

- Surveying and staking the existing drainage easement, ROW, and property lines are to be included in the scope.
- The Contractor will be required to maintain a Stormwater Pollution Prevention Plan and Electronically submit a Notice of Intent (NOI) to Arizona Department of Environmental Quality (ADEQ).

## Permitting and utility conflicts

The contractor will be responsible for locating utilities, avoiding utility conflicts and will be liable for damage. However, any resulting utility conflicts and potential relocation will not be the responsibility of the contractor. The contractor will also be responsible for any relevant city permitting (right of way permit, grading permit, floodplain use permit). The contractor will be responsible for securing access to the channel, the channel itself is in a public drainage easement and City ROW. The contractor will NOT be responsible for Section 404 or 401 dredge permits (none needed), or for FEMA floodway and floodplain re-mapping.

## Period of Performance

This Project is to be completed by July 1st, 2026.

Stormwater requests the following by 5:00 PM Arizona time on February 18, 2026:

- Cost estimate
- Project timeline
- Scope of work

Submittals should be emailed to:

- Chase.McLeod@flagstaffaz.gov
- Emily.Markel@flagstaffaz.gov

A walk-through is scheduled for Tuesday, February 10th, 2026, at 4:00 PM Arizona time. Attendance is optional. The group will meet north of the intersection of E. Linda Vista Dr. and N. Steves Blvd, where Fanning Wash crosses Steves Blvd.

Chase M. McLeod, EIT CFM
Stormwater Project Manager
Chase.McLeod@flagstaffaz.gov
Work Cell: 928-225-4135
Flagstaff Water Services
2323 N. Walgreens Dr.
Flagstaff, AZ 86004

Ed Schenk, RG CFM
Water Services Section Director
Edward.Schenk@flagstaffaz.gov
Work Cell: 928-666-0458
Flagstaff Water Services
2323 N. Walgreens Dr.
Flagstaff, AZ 86004

**General location map:**

HANES GEO COMPONENTS
A Leggett & Platt COMPANY

# Coir Mat 900

The Coir Mat 900 blanket is woven from hand spun coir yarns. This 100% biodegradable blanket provide erosion resistance while supporting growth and development of vegetation. Coir Mat 900 blankets are manufactured to conform to the following physical properties.

| **Property** | Test method | **English** | **Metric** |
|---|---|---|---|
| Weight | ASTM D 5261 | **26.8 oz/yd$^2$** | **908 g/m$^2$** |
| Tensile Strength **Dry** | | | |
| Machine direction | ASTM D 4595 | **1,177.2 lbs/ft** | **17.18 kN/m** |
| Cross direction | ASTM D 4595 | **1164.9 lbs/ft** | **17.00 kN/m** |
| Tensile Strength **Wet** | | | |
| Machine direction | ASTM D 4595 | **1164.9 lbs/ft** | **17.00 kN/m** |
| Cross direction | ASTM D 4595 | **1132.0 lbs/ft** | **16.52 kN/m** |
| Open area | Measured | **40%** | **40%** |
| Thickness | ASTM D 5199 | **.38 inches** | **9.7 mm** |
| Recommended slope | Observed | **>1:1** | **>1:1** |
| Recommended flow | Observed | **16 fps** | **4.88 m/sec** |
| Recommended shear stress | Observed | **5 lbs/ft** | **.073 kN/m** |
| "C" factor | - | **0.002** | **0.002** |
| Roll Size | Measured | **6.56ft x 164ft** | **2m x 50m** |
| Functional Longevity | Observed | **48 months** | **48 months** |

7/2013

815 Buxton Street Winston Salem, NC 27101
888 - 239 - 4539 • Fax: 336 - 747 - 1652
www.hanesgeo.com info@hanesgeo.com

# EXHIBIT B

**CITY OF FLAGSTAFF**
**AMENDMENTS**
**to**
**MAG STANDARD SPECIFICATIONS**
**FOR PUBLIC WORKS CONSTRUCTION**
(General Provisions)



Amended October 2020

***The***
***MAG UNIFORM STANDARD SPECIFICATIONS***
***for***
***PUBLIC WORKS CONSTRUCTION***
**is hereby amended to include the following:**

## PART 100 - GENERAL CONDITIONS

## SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

**102.1 ELIGIBILITY AND PREFERENCE:**
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

**102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:**
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

**102.7 IRREGULAR PROPOSALS:**
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

**102.12 DISQUALIFICATION OF BIDDERS:**
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

**102.13 SUCCESSFUL BIDDERS**:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

## SECTION 103 - AWARD AND EXECUTION OF CONTRACT

**103.6 CONTRACTOR'S INSURANCE:**

**103.6.1 GENERAL:**
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

**Required Coverage**

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

**B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY**

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

**C. AUTOMOBILE LIABILITY**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

**D. WORKER'S COMPENSATION**

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

**E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)**

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

**CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

**CANCELLATION AND EXPIRATION NOTICE**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

## SECTION 104 - SCOPE OF WORK

**104.1.3 WATER SUPPLY:**
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

**reclaimed water shall apply**. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

**104.1.4 SPECIAL ACCESS REQUIREMENTS:**
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

**104.1.5 SANITATION PICKUP:**
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

**104.1.6 EMERGENCY ACCESS:**
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

**104.1.7 POSTAL SERVICE ACCESS:**
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

**104.1.8 SCHOOL BUS ACCESS:**
The contractor shall be responsible for maintaining access for bus access within the project area.

**104.2 ALTERATION OF THE WORK:**

**104.2.3 DUE TO EXTRA WORK:**
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

**105.2.1 RECORD DRAWING PREPARATION AND COORDINATION**
**(revise to include new subsection as follows)**

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

**105.2.2 RECORD DRAWING (As-Built Plans)**

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

## SECTION 105 - CONTROL OF WORK

**105.8 CONSTRUCTION STAKES, LINES AND GRADES**:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

**105.10 INSPECTION OF THE WORK**

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

**105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:**

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

**105.12 MAINTENANCE DURING CONSTRUCTION:**

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

**105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK**

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

## SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

**107.1 LAWS TO BE OBSERVED:**
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

**107.2.1 TEMPORARY USE PERMITS:**
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

**107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:**
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

**107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:**

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

**107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:**

**107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)**
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

**107.8 107 USE OF EXPLOSIVES:**

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

**107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:**
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

**107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:**
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

## SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

**108.1 NOTICE TO PROCEED:**
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

**108.3 CORRESPONDENCE TO THE CONTRACTOR:**
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

**108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:**
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

**108.5 LIMITATION OF OPERATIONS:**
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour
Vehicle @ $1.80/hour

**108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:**
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

| *MONTH* | *JANUARY* | *FEBRUARY* | *MARCH* | *APRIL* | *MAY* | *JUNE* |
|---|---|---|---|---|---|---|
| Monthly Calendar Days for Anticipated Adverse Weather | 7 Days | 7 Days | 8 Days | 6 Days | 4 Days | 3 Days |
| Average Monthly Precipitation | 1.98” | 1.96” | 2.05” | 1.34” | 0.68” | 0.51” |
| *MONTH* | *JULY* | *AUGUST* | *SEPTEMBER* | *OCTOBER* | *NOVEMEBER* | *DECEMBER* |
| Monthly Calendar Days for Anticipated Adverse Weather | 12 Days | 11 Days | 7 Days | 5 Days | 5 Days | 6 Days |
| Average Monthly Precipitation | 2.78” | 2.68” | 1.82” | 1.52” | 1.49” | 1.90” |

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

**108.8 GUARANTEE AND WARRANTY PROVISIONS:**
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

**108.10 FORFEITURE AND DEFAULT OF CONTRACT:**
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

**108.12 AUTHORIZED SIGNATURES:**
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

**108.13 SUBSTANTIAL COMPLETION:**
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

**108.14 SUSPENSION and TERMINATION:**
(revise to include new section)

**CITY'S RIGHT TO STOP WORK**

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

**TERMINATION FOR CONVENIENCE**

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

**THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE**

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

## SECTION 109 - MEASUREMENTS AND PAYMENTS

### 109.1 MEASUREMENT OF QUANTITIES:

(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

**109.1 MEASUREMENT OF QUANTITIES:**
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

## PART 200 - EARTHWORK

## SECTION 201 - CLEARING AND GRUBBING

**201.3 CONSTRUCTION METHODS:**
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

## SECTION 205 – ROADWAY EXCAVATION

**205.1 DESCRIPTION**
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

**205.2 UNSUITABLE MATERIAL:**
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

**205.3 MEASUREMENT**

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

## PART 300 -- STREETS AND RELATED WORK

## SECTION 301 - SUB-GRADE PREPARATION

**301.1 DESCRIPTION:**

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

## SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

**336.1 DESCRIPTION:**

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

**336.2 MATERIALS AND CONSTRUCTION METHODS:**

**336.2.1 PAVEMENT WIDENING OR EXTENSIONS:**

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

## PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

## SECTION 401 - TRAFFIC CONTROL

**401.5 GENERAL TRAFFIC REGULATIONS:**
(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

**401.7 PAYMENT:**
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**SECTION 425 TOPSOIL**

**425.2 MATERIALS:**
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

**425.4 MEASUREMENT:**
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

**425.5 PAYMENT:**
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**SECTION 430 – LANDSCAPING AND PLANTING**
(revise to include section as follows)

**430.3 LAWN AREAS**

**430.3.1 Preparation of In Place Soil**
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

**430.3.2 Seeding**

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

| | | |
|---|---|---|
| Poa pratensis | Kentucky Bluegrass (mix of three varieties) | 70% |
| Lolium perenne | Perennial Rye Grass | 10% |
| Festuca rubra | Creeping Red Fescue | 20% |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

**SECTION 431 – EROSION CONTROL**

(revise to include new section as follows)

**431.1 DESCRIPTION**

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**432.1 NATIVE SEEDING**

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

| | | |
|---|---|---|
| Annual ryegrass | *(Lolium multiflorum)* | 30 lbs/acre |
| Oats | (*Avena sativa)* | 60 lbs/acre |
| Regreen© | (*Triticum aestivum x Elytrigia elongata)* | 30 lbs/acre |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

**440.10. (D) SEQUENCING**

(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

## PART 600 - WATER AND SEWER

## SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

**601.2 EXCAVATION:**

**601.2.1 GENERAL:**
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation
Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

## SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

**611.2 DISINFECTING WATER MAINS:**

**611.2.13 Fire Flow Testing:**
(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

**SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS**
(revise to add the following)

**631.3 INSTALLATION:**

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

## SECTION 710 - ASPHALT CONCRETE

**710.1 GENERAL:**
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

**End of Document**

# SERVICE CONTRACT

**PROFESSIONAL SERVICE CONTRACT**
**FOR**
**JOB ORDER PROFESSIONAL CONTRACTING SERVICES:**
**HORIZONTAL CONSTRUCTION**
**Contract No.: 2020-100**

This Contract for the On-Call Professional Services (Contract) is made by and between the City of Flagstaff (Owner), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Eagle Mountain Construction, Inc., an Arizona Corporation with offices at 3100 N. Caden Ct., Flagstaff, AZ 86004 (Firm), effective as of the date written below.

**RECITALS**

A. The Owner desires to enter into this Contract in order to obtain services of a Firm for the On-Call Professional services [Service Name], as outlined in the Scope of Work/Specifications section of the RSOQ document; and

B. Firm has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Contract;

For the reasons recited above, and in consideration of the mutual covenants contained in this Contract, the Owner and Firm agree as follows:

## 1. SERVICES TO BE PERFORMED BY FIRM

Firm agrees to perform the following services:

1.1 Firm agrees to provide the services as set forth in detail in Exhibit “A” attached and incorporated in this Contract. All of the terms and conditions set forth in this RSOQ pertaining to the services set forth in Attachment A, including all standard terms and conditions shall be incorporated in this Contract as if fully set forth herein.

1.2 Firm warrants that all materials, services or construction delivered under the Contract shall conform to the specifications of the Contract. The Owner’s receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Firm or the rights of the Owner under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Contract are the sole property of the Owner and shall not be used or released by Firm or any other person except with prior written permission of the Owner.

## 2. COMPENSATION OF FIRM

Firm agrees to provide all of the services set forth in Exhibit “A” for prices not to exceed the amounts set forth in the fee. Firm agrees that any specific scopes of work for individual Job Order Construction Contracts will have specific and mutually agreed upon fee schedules attached.

## 3. RIGHTS AND OBLIGATIONS OF FIRM

**3.1 Independent Firm**. The parties agree that Firm performs specialized services and that Firm enters into this Contract with the Owner as an independent contractor. Nothing in this Contract shall be construed to constitute Firm or any of Firm's agents or employees as an agent, employee or representative of the Owner. As an independent contractor, Firm is solely responsible for all labor and expenses in connection with this Contract and for any and all damages arising out of Firm's performance under this Contract.

**3.2 Firm's Control of Work.** All services to be provided by Firm shall be performed as determined by the Owner in accordance with the Scope of Services set forth in Exhibit "A." Firm shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Contract. Firm shall be responsible for, and in full control of, the work of all such personnel.

**3.3 Reports to the Owner**. Although Firm is responsible for control and supervision of work performed under this Contract, the services provided shall be acceptable to the Owner and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Firm to the Owner and the right of the Owner, as set forth in the Scope of Services, and the right of the Owner to audit Firm's records.

**3.4 Compliance with All Laws**. Firm shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Contract. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Contract shall be deemed inserted, whether or not such provisions appear in this Contract.

## 4. NOTICE PROVISIONS

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

| To the Owner's Authorized Representative | To Firm: |
|---|---|
| Matthew Luhman, CPP, CPPB<br>Purchasing Manager<br>City of Flagstaff<br>211 W. Aspen<br>Flagstaff, Arizona 86001<br>mluhman@flagstaffaz.gov<br>928.213.2278 | Marco Spagnuolo, CEO<br>Eagle Mountain Construction, Inc.<br>3100 N. Caden Ct.<br>Flagstaff, AZ 86004<br>marco@emcaz.com<br>928.526.2587 |

## 5. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Firm to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Firm from and against any and all claims. It is agreed that Firm shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Firm shall waive all rights of subrogation against

the City of Flagstaff, its officers, officials, agents and employees for losses arising from the work performed by Firm for the City of Flagstaff.

## 6. INSURANCE

Firm and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Contract by the Firm, Firm's agents, representatives, employees or contractors until all of their obligations under this Contract have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Owner does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Firm from liabilities that might arise out of this Contract, and Firm is free to purchase such additional insurance as Firm may determine is necessary.

**6.1. Minimum Scope and Limits of Insurance**. Firm shall provide coverage at least as broad and with limits not less than those stated below.

6.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products/Completed Operations Aggregate | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage (any one fire) | $500,000 |
| Medical Expense (any one person) | Optional |

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

| | |
|---|---|
| Combined Single Limit Per Accident for Bodily Injury and Property Damage | $1,000,000 |

6.1.3. Workers' Compensation and Employer's Liability

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employer's Liability: Each Accident | $500,000 |
| Disease - Each Employee | $500,000 |
| Disease - Policy Limit | $500,000 |

6.1.4. Professional Liability $1,000,000

**6.2 Self-insured Retention/Deductibles.** Any self-insured retentions and deductibles must be declared to and approved by the Owner. If not approved, the Owner may require that the insurer reduce or eliminate such self-insured retentions with respect to the City of Flagstaff, its officers, agents, employees, and volunteers.

**6.3. Other Insurance Requirements.** The policies shall contain, or be endorsed to contain, the following provisions:

6.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Contract and activities performed by or on behalf of the Firm, including products and completed operations of the Firm; and automobiles owned, leased, hired or borrowed by the Firm.

6.3.2 The Firm's insurance shall contain broad form contractual liability coverage.

6.3.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Firm even if those limits of liability are in excess of those required by this Contract.

6.3.4. The Firm's insurance coverage shall be primary insurance with respect to the City of Flagstaff, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Flagstaff, its officers, officials, agents and employees, shall be in excess of the coverage of the Firm's insurance and shall not contribute to it.

6.3.5 The Firm's insurance 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.

6.3.6 Coverage provided by the Firm shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.3.7 The policies shall contain a waiver of subrogation against the City of Flagstaff, its officers, officials, agents and employees for losses arising from work performed by Firm for the Owner.

**6.6 Notice of Cancellation**. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the Owner. Notices required by this section shall be sent directly to Matthew Luhman, Purchasing Manager, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

**6.7 Acceptability of Insurers**. Firm 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 Owner does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Firm from potential insurer insolvency.

**6.8 Verification of Coverage**. The Firm shall furnish the Owner with certificates of insurance (ACORD form) as required by this 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.

6.8.1 The Owner must receive and approve all certificates of insurance before the Firm commences work. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Firm's and its subcontractors' obligations under this Contract have been met. The Firm's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

6.8.2 All certificates of insurance shall be sent directly to Matthew Luhman, Purchasing Manager, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001. The Owner's project/contract number and project description shall be noted on the certificates of insurance. The Owner reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The Owner shall not be obligated, however, to review any insurance policies or to advise Firm of any deficiencies in such policies and endorsements. The Owner's receipt of Firm's policies or endorsements shall not relieve Firm from, or be deemed a waiver of, the Owner's right to insist on strict fulfillment of Firm's obligations under this Contract.

**6.9 Subcontractors**. Firm's certificate(s) shall include all subcontractors as additional insureds under its policies, or Firm shall furnish to the Owner separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**6.10 Approval.** Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City of Flagstaff's Attorney's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

## 7. DEFAULT AND TERMINATION

**7.1 Events of Default Defined**. The following shall be Events of Default under this Contract:

7.1.1 Any material misrepresentation made by Firm to the Owner;

7.1.2 Any failure by Firm to perform its obligations under this Contract including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Contract due to a reason or circumstance within Firm's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Firm's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the Owner;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the Owner as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Firm's reasonable control;

7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;

7.1.2.7 Failure to provide the Owner, upon request, with adequate assurance of future performance;

7.1.2.8 Failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance; and

7.1.2.9 Any other acts specifically stated in this Contract as constituting a default or a breach of this Contract.

**7.2 Remedies**.

7.2.1 Upon the occurrence of any Event of Default, the Owner may declare Firm in default under this Contract. The Owner shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the Owner may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Contract as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Firm's compensation under this Contract;

7.2.1.5 The right to deem Firm non-responsive in future contracts to be awarded by the Owner; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The Owner may elect not to declare an Event of Default or default under this Contract or to terminate this Contract upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the Owner, and that if the Owner allows Firm to continue to provide the Services despite the occurrence of one or more Events of Default, Firm shall in no way be relieved of any of its responsibilities or obligations under this Contract, nor shall the Owner be deemed to waive or relinquish any of its rights under this Contract.

7.2.3 In the Event of Default by the Firm, the Owner shall not be liable to Firm for any amount, and Firm may be liable to the Owner for any and all damages sustained by reason of the default which gave rise to the termination.

**7.3** **Right to Offset**. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the Owner due to default of Proposer, or due to the Owner's exercise any of the remedies available to it under this Contract, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Firm shall be liable for and shall remit promptly to the Owner the balance upon written demand from the Owner.

**7.4** **Termination for Convenience**. The Owner reserves the right to terminate, with or without cause, this Contract upon ninety (30) days written notice. The Owner shall be responsible only for those standard items or services which have been delivered and accepted. If any items being purchased are truly unique and therefore not saleable or useable for any other application, the Owner shall reimburse Proposer for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the Owner after costs are claimed and allowed. Proposer shall submit detailed cost claims in an acceptable manner and shall permit the Owner to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

**7.5** **Amendment of Contract.** This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the Parties.

## 8. GENERAL PROVISIONS

**8.1** **Headings**. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

**8.2** **Jurisdiction and Venue**. This Contract shall be administered and interpreted under the laws of the State of Arizona. Firm hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

**8.3** **Attorney's Fees**. Subject to Section 8.11, if suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

**8.4** **Severability**. If any term or provision of this Contract shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

**8.5** **Successors and Assigns**. No right or interest in the Contract shall be assigned by Firm without prior written permission of the Owner, and no delegation of any duty of Firm shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold approval and shall notify Firm of the Owner's position within fifteen (15) days of receipt of written notice by Firm. This Contract shall extend to and be binding upon the Firm, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Firm shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Firm shall sell its assets.

**8.6** **Subcontracts**. No subcontract shall be entered into by Firm with any other party to furnish any service specified in this Contract without the advance written approval of the Owner. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract, as if the subcontractor were the Firm. Firm is responsible for contract performance whether or not subcontractors are used. The Owner shall not unreasonably withhold approval and shall notify Firm of the Owner's position within fifteen (15) days of receipt of written notice by Firm. Firm shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

**8.7** **Conflict of Interest**. Firm covenants that Firm presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Contract. Firm further covenants that in the performance of this Contract, Firm shall not engage any employee or apprentice having any such interest. The parties agree that this Contract may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

**8.8** **Authority to Contract**. Each party represents and warrants that it has full power and authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Contract.

**8.9** **Integration.** This Contract represents the entire understanding of Owner and Firm as to those matters contained in this Contract, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RSOQ Package that have been incorporated into this Contract. This Contract may not be modified or altered except in writing signed by duly authorized representatives of the parties.

**8.10** **Non-Appropriation**. If the City Council does not appropriate funds to continue this Contract and pay for charges under this Contract, the Owner may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the Owner's payment obligations. The Owner agrees to give written notice of termination to the Firm at least thirty (30) days prior to any termination for a lack of funds and will pay to the Firm all approved charges incurred prior to Firm's receipt of such notice, subject to the availability of funds appropriated and budgeted by the Owner to fund payments under this Contract.

**8.11** **Non-Discrimination**. Firm shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Firm shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**8.12** **Compliance with Federal Immigration Laws and Regulations**. Firm hereby warrants to the Owner that the Firm and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Firm Immigration Warranty").

8.12.1 A breach of the Firm Immigration Warranty shall constitute a material breach of this Contract and shall subject the Firm to penalties up to and including termination of this Contract at the sole discretion of the Owner.

8.12.2 The Owner retains the legal right to inspect the papers of any Firm or Subcontractor employee who works on this Contract to ensure that the Firm or Subcontractor is complying with the Firm Immigration Warranty. Firm agrees to assist the Owner in regard to any such inspections.

8.12.3 The Owner may, at its sole discretion, conduct random verification of the employment records of the Firm and any of Subcontractors to ensure compliance with Firm's Immigration Warranty. Firm agrees to assist the Owner in regard to any random verifications performed.

8.12.4 The provisions of this Article must be included in any contract the Firm enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**8.13 Anti-Trust Violations**. The Owner maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Firm. Therefore, to the extent permitted by law, Firm hereby assigns to the Owner any and all claims for such overcharges as to the goods or services used to fulfill this Contract.

**8.14 Advertising**. Proposer shall not advertise or publish information concerning the Contract, without the prior written consent of the Owner.

**8.15 Inspection**. All material, services or construction are subject to final inspection and acceptance by the Owner. The Owner may, at reasonable times and at its expense, inspect the plant or place of business of Firm or its subcontractor(s) which is related to the performance of this Contract. This right of inspection and supervision shall include, but not be limited to the right of the Owner to audit Firm's records.

**8.16 No Third-Party Beneficiaries.** The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

**8.17 Assignment.** Firm shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Contract shall be assigned, in whole or in part, by Firm without prior written permission of the Owner and no delegation of any duty of Firm shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Firm agrees that any assignment agreement between Firm and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Firm shall also remain liable under all obligations, terms and conditions of this Contract.

**8.18 Notice.** Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

**8.19 Records.** The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Firm's records related to this Contract. Firm shall retain all records related to this Contract for a period consistent with the Owner of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

## 9. SPECIAL TERMS AND CONDITIONS

**9.1 Job Order; Authorization to Proceed.** All proposed work under this Contract shall be performed pursuant to the issuance of individual Job Orders. Firm shall perform no work under this Contract until or unless a written Job Order has been issued by the Owner and executed by the Parties, which Job Order describes the specific services and the time of performance requested by the Owner. Firm shall respond to each Job Order issued by the Owner by submitting a written fee proposal and time required to complete the specific services requested in the Job Order. When the Job Order is agreed to and executed by both Parties, the Job Order shall constitute Firm's authorization to proceed with the requested services. All Firm invoices shall reference the Job Order number and shall contain an itemization of all hours and expenses per the Price Schedule.

**9.2 Technical and Professional Requirements; Key Personnel.** Firm shall be professionally licensed and qualified in all pertinent disciplines for consulting services required under this Contract. It is essential that Firm provide adequately experienced personnel who are capable of, and devoted to, the successful accomplishment of all services performed under this Contract. Key personnel to be assigned to the project shall be identified in writing to the Owner by Firm at the time of Notice to Proceed. At a minimum the Firm shall identify for the Owner's written approval, the project manager who shall be empowered to act for the Firm in accordance with this Contract in all matters relating to the technical administration of services to be provided. Authorization for changes in key personnel must be requested in writing by the Firm.

**9.3 Subcontracts.** At the time subcontracted services are anticipated, the Firm shall notify the Owner of the nature of, and need for, such services and identify the proposed subcontracting contractor. The Firm must receive approval in writing from the Owner prior to utilization of any subcontractor other than the parties listed in this article. The Firm is authorized by the Owner to subcontract work having a cost which will not exceed 30 percent (30%) of the total amount of compensation due under this Contract. The Firm shall be responsible to the Owner for the actions of persons and contractors performing subcontract work.

**9.4 Rights and Obligations of Firm**

9.4.1 Work Schedule: Upon receipt of an executed copy of a Job Order, the Firm shall prepare a work schedule. The work schedule shall include:

9.4.1.1. Events which will satisfy SECTION 1. Services to be performed by the Firm.

9.4.1.2 Date each event shall start and its duration.

9.4.1.3 Critical relationship of events.

9.4.1.4 Name(s) of the person(s) responsible for the project. The work schedule shall provide for the completion of SECTION I services not later than 365 calendar days from the written Notice-to-Proceed.

9.4.1.5 The schedule shall be updated periodically as necessary.

9.4.1.6 The Firm agrees to maintain adequate resources to provide the described services within the time provided in the agreed upon schedule. Failure to adhere to the schedule may result in termination of this contract.

**9.5 Maintenance of Documents.** Firm shall deliver to the Owner copies of reports, specifications and drawings prepared under the terms of this Contract. If drawings are prepared, the Owner will be provided with a set of full-size reproducibles. Originals of design and study notes, calculations, correspondence and similar material will be filed by the Firm and made available to the Owner on Request. Copies will be furnished to the Owner by the Firm at cost. Except as otherwise provided herein, documents prepared under the terms of this

Contract will not be used by the Owner on other projects or extensions to this project except with the written agreement of the Firm.

**9.6 Alteration in Character of Work.** Whenever an alteration in the character of work results in a substantial change in the Planned Consulting Services, thereby materially increasing or decreasing the cost of the performance, the work will be performed in accordance with the contract and as directed; provided however, that before such work is started, a contract change order shall be approved and executed by the Owner and the Firm. Additions to, modifications, or deletions from the project provided herein may be made and the compensation to be paid to the Firm may be adjusted accordingly by mutual agreement of the Owner and Firm. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Firm will be allowed by the Owner except as provided herein, nor shall the Firm do any work, or furnish any materials not covered by this Contract unless such work is first ordered in writing.

9.6.1 Any such work or materials furnished by the Firm without such written order first being given shall be at his own risk, cost, and expense, and Firm hereby agrees that without such written order he will make no claim for compensation for such work or materials furnished.

**9.7 Completeness and Accuracy of Firm's Work.** The Firm shall be responsible for the completeness and accuracy of his survey work, plans, supporting data, and Special Provisions prepared or compiled under his obligation for this project and shall correct, at his expense, all errors or omissions therein which may be disclosed during the review of the plans.

9.7.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All preparation of technical and related documents shall be completed in accordance with the prevailing Arizona law.

9.7.2 Correction of engineering errors or omissions disclosed and determined to exist by the Owner during the construction of the project shall be accomplished by the Firm. The cost of the design necessary to correct those errors attributable to the Firm and any expense incurred by the Owner as a result of additional construction costs caused by such engineering errors shall be chargeable to the Firm. The fact that the Owner has accepted or approved the Firm 's work shall in no way relieve the Firm of any of his responsibilities. Should the Firm be contracted to perform construction inspection of the project, he shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the Owner during and subsequent to the construction of the project. Firm's duty in the construction inspection phase is to assure Owner that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Firm and any expense incurred by Owner as a result of additional construction costs caused by such errors shall be chargeable to the Firm. Acceptance or approval by Owner of Firm's work shall not relieve Firm of inspection responsibilities.

**9.8 General Responsibilities and Obligations of Firm.** The Firm is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. The Firm shall follow the practice of the profession to make findings, opinion, factual presentations, and to offer professional advice and recommendations. To the fullest extent permitted by law, the Firm shall defend, indemnify and hold harmless the City of Flagstaff, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Firm, its employees, agents, or any tier of subcontractors in the performance of this Contract. The Firm’s duty to defend, hold harmless and indemnify the City of Flagstaff, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Firm or any tier

of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Firm may be legally liable.

9.8.1 The amount and type of insurance coverage requirements set forth herein (Section, 7. Insurance) will in no way be construed as limiting the scope of the indemnity in this paragraph.

9.8.2 In performing construction management services, Firm shall act as agent of the Owner. The Firm's review or supervision of work prepared or performed by other individuals or contractors employed by the Owner shall not relieve those individuals or contractors of complete responsibility for the adequacy of their work.

9.8.3 It is understood that any resident consulting or inspection provided by the Firm is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. The Firm does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

9.8.4 The Firm agrees to notify the owner of any potential unsafe conditions observed at a construction site while performing resident consulting services. It is understood that the resident Firm will perform the aforesaid services only as incidental to the agreed consulting services and only while at the site; no duty to inspect for unsafe conditions is accepted by the resident Firm.

**9.9 Cooperative Use Of Contract.** This Contract resulting from the RSOQ may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City of Flagstaff, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Contract who wish to cooperatively use the contract are subject to the approval of Vendor.

The City of Flagstaff is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

## 10. DURATION

This Contract shall become effective on and from the date it is executed by the Parties and shall continue for a period of **three (3) consecutive years**, unless sooner terminated as provided in this Contract. The Owner reserves the right to unilaterally extend the period of the Contract for up to four (4) additional ninety (90) day term extensions beyond the stated termination date. The Contract may be renewed in writing for a supplemental period of up to **two (2) additional one-year terms, at the discretion of the Owner**. The City Council authorizes the City of Flagstaff Purchasing Director to administratively renew and extend this Contract for the additional terms specified in this paragraph. Any additional renewals or extensions, other than those specified in this paragraph, must be approved by the City Council.

## 11. FORCE MAJEURE

The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work

that is the subject of this Contract, as set forth in Exhibit A. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

**City of Flagstaff**

Greg Clifton
2021.01.28 17:26:41 -07'00'

City Manager

**Firm**

**Eagle Mountain Construction, Inc.**
**Marco Spagnuolo, CEO**

Attest:

Stacy Saltzburg
Digitally signed by Stacy Saltzburg
DN: cn=Stacy Saltzburg, o=City of Flagstaff, ou=City Clerk, email=stacy.saltzburg@flagstaffaz.gov, c=US
Date: 2021.01.29 10:16:23 -07'00'

City Clerk

Approved as to form:

ChristinaA. Parry for
Digitally signed by ChristinaA. Parry for
Date: 2021.01.26 07:25:18 -07'00'

City Attorney

Date of Execution: January 29, 2021

# EXHIBIT A
# Scope of Work

GENERAL

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Firm will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City of Flagstaff.

Once the successful Firms are selected, a Scope of Work for each Job Order discipline may be provided by the Owner to a number of Firms to solicit competitive price proposals.

The maximum cost per Job Order is $1,000,000. The annual cap per Firm is $5,000,000.

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services;
- Serve as the general contractor during construction;
- Coordinate and manage subcontractors during construction;
- Coordinate with all utilities;
- Attend public meetings and issue notifications (when required);
- Arrange for procurement of materials and equipment;
- Schedule and manage site operations;
- Continue use of a collaborative process;
- Provide quality controls;
- Bond and insure the construction;
- Comply with all federal, state and local permitting requirements;
- Acquire all applicable permits
- Maintain a safe work site for all project participants;
- Commissioning;
- Prepare and turn over record drawings (when required);
- Provide operations and maintenance manuals (when required).

SCOPE OVERVIEW

The Owner is in need of general contracting (vertical, horizontal, water/wastewater plant, landfill, construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to the Owner's facilities and civil infrastructure. The Firm will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

All work performed by the Firm shall meet all applicable federal, state and local codes and the Firm shall be required to obtain all required permits and inspections.

For all of Owner's projects, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. CoF Engineering Standards and Specs
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

The Firm may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project
- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.

When a particular project is offered to the Firm, the Firm shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Firm unless change orders are pre-approved by the Owner. Price proposal shall follow the pricing format sample in *Attachment D Sample Proposal Format* of the attached Sample JOC Construction Contract (*Attachment C*).

By executing a price proposal, the Firm represents that the Firm has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The Owner does not undertake to represent or warrant the site or local conditions.

The Owner reserves the right to reject the Firm's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The Owner reserves the right to request Job Order proposals from more than one JOC Firm for competitive

purposes. Pricing may be determined by **R.S. Means™ Cost data or Open Book Pricing** consisting of Firm's subcontractor price quotes that are shared with and approved by the Owner. The Owner reserves the right to determine the pricing method on a project by project basis.

A separate Purchase Order must be issued for each Job Order before the commencement of any work by the Firm. A Purchase Order will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The Owner, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, Firm shall tender a performance and payment bond for the Owner to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Flagstaff, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the Owner, and the bond shall otherwise be satisfactory in its scope and content as determined by the Owner in his/her sole and absolute judgment.

In the event the Firm fails to provide to the Owner with the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the Owner reserves the right to unilaterally rescind the Firm's award of this project.

In the event the Firm provides to the Owner the certificate and proof of bond assurance and the Owner determines that the certificate and/or assurance is inadequate in any regard, then the Owner reserves the right to unilaterally rescind the Firm's award of this project. The Owner's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the Owner issues to the Firm the Notice to Proceed with the project. The Owner waives any objection to the Owner's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the Owner that the tender of proof required herein was made by the Firm, its agents, employees or persons acting on Firm's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the Owner's sole and absolute judgment.

The Firm shall commence work on the date set forth in the Notice to Proceed. Time being of the essence of this Contract, the Firm shall therefore prosecute the work diligently, using such means and methods of construction as will assure final completion within the time specified in the written price proposal.

The Firm shall supervise and direct the work, using the best skill and attention and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The Firm shall keep on the site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the Owner. The superintendent shall represent the Firm and have authority to act for the Firm. The Firm or qualified representative shall attend meetings with the Owner, at a frequency as determined by the Owner, for the purpose of coordinating or expediting the work.

Safety. During the construction process, the Firm shall comply with all applicable federal, state and County health and safety laws and regulations including, but not limited to all applicable "OSHA Standards for the Construction Industry" shall be followed, including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. All construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Firm's responsibility. The Owner may stop construction on a project until safety concerns have been corrected.

During construction the Firm shall supply the work area (job site) with a minimum of one portable chemical toilet, or more as necessary or directed by the Owner for larger projects.

The Firm shall keep the premises free from accumulations of waste material or rubbish caused by their employees or work. At the completion of the work the Firm shall remove all the rubbish from the site and all tools, scaffolding and surplus materials.

To determine the date of final completion of a particular project, final inspection of the work by the Owner shall be made within five (5) working days after receipt of the Firm's written request. The work will be deemed finally complete as of the date of such inspection if, upon such inspection, the Owner determines that the Firm has achieved final completion. However, if such inspection, in the sole opinion of the Owner, reveals items of work still to be performed, the Firm shall promptly perform them and then request a re-inspection.

# HORIZONTAL CONSTRUCTION

**SERVICES TO BE PERFORMED BY FIRM**

Firm agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and Purchase Orders as amendments to this contract**:**

- Roadway Grading, Paving and Patching
- Water, Sewer and drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Tiffany Antol, Zoning Code Manager

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

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**TITLE:**

**Consideration and Adoption of Ordinance No. 2026-06:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

At the March 17, 2026 Council Meeting:
1) Read Ordinance No. 2026-06 by title only for the first time
2) City Clerk reads Ordinance No. 2026-06 by title only (if approved above)

At the April 7, 2026 Council Meeting:
3) Read Ordinance No. 2026-06 by title only for the final time
4) City Clerk reads Ordinance No. 2026-06 by title only (if approved above)
5) Adopt Ordinance No. 2026-06

**Executive Summary:**

This amendment removes the requirement for dedications affiliated with a subdivision plat to be accepted by Council prior to recording. This will make the subdivision review process completely administrative. Staff continues to adjust the code to comply with the requirements HB 2447 which now requires that municipalities review subdivision plats administratively.

**Financial Impact:**

There are no anticipated financial impacts affiliated with the proposed City Code Amendment.

**Policy Impact:**

There are no anticipated policy impacts affiliated with the proposed City Code Text Amendment.

**Previous Council Decision or Community Discussion:**

There have been no previous Council decisions on this ordinance.

**Options and Alternatives to Recommended Action:**

The City Council may adopt, modify, or deny the proposed amendment.

**Connection to PBB Priorities and Objectives:**

High Performing Governance - Serve the public by providing high quality customer service.

**Connection to Regional Plan:**

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

**Connection to Carbon Neutrality Plan:**
CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

**Connection to 10-Year Housing Plan:**
Create 4:  Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

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**Attachments:** Ord. 2026-06
Presentation

**ORDINANCE NO. 2026-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, GENERAL PLANS AND SUBDIVISION, CHAPTER 11-20: SUBDIVISION AND LAND SPLIT REGULATIONS, DIVISION 11-20.40: SUBDIVISION PROCEDURES AND REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff wishes to amend Flagstaff City Code Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements; and

WHEREAS, the Arizona Revised Statutes have been amended to modify the subdivision review process (HB2447); and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services division and all attachments to those reports, and the Council finds that the proposed City Code text amendment to be compliance with Arizona Revised Statutes.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements, Section 11-20.40.040: Final Plat, subsection 11-20.40.040.D: Dedications, is hereby amended as follows:

D. Dedications. A statement of dedication of all streets, alleys, drainageways, pedestrian ways, and other easements for public use by the subdivider shall be provided with the final plat submittal. Standard dedication language is kept on file with the Planning and Development Services ~~**Section**~~ **Division**. This language shall be utilized on all final plats unless alternative language is approved by the Director and City Engineer. If lands to be dedicated are mortgaged, the mortgagee shall sign the plat and required dedications.

1. ~~City Council~~ Acceptance of Dedications. ~~**All public land dedications and all lands dedicated for maintenance by the City must be accepted by the City Council prior to recordation of the final plat.**~~ **The Director and City Engineer shall accept dedications of real property interests to the City made through any final plat approved administratively pursuant to Section 11-20.40.040(E)(2). Such acceptance shall be effective upon recordation of the final plat.** All lands to be dedicated to the City that are not included in the plat boundaries require a separate

instrument (warranty deed) to be recorded with the final plat. If the plat contains private streets, public access and utility easements shall be provided.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of Title 11, General Plans and Subdivision.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of April, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

# Final Plat Dedication City Code Amendment

SB 1103, adopted in 2023, created provisions for municipalities to review and approve subdivisions administratively.

The City of Flagstaff Subdivision Code was updated to reflect these provisions in December 2024.

HB 2447, adopted 2025, updated provisions to require municipalities to review and approve subdivision administratively with an effective date of January 1, 2026.

The following provision from the code amendment approved in December 2024 needs to be amended to be in full compliance with the mandatory administrative review provisions of HB 2447.

D. Dedications. A statement of dedication of all streets, alleys, drainageways, pedestrian ways, and other easements for public use by the subdivider shall be provided with the final plat submittal. Standard dedication language is kept on file with the Planning and Development Services ~~**Section**~~ **Division**. This language shall be utilized on all final plats unless alternative language is approved by the Director and City Engineer. If lands to be dedicated are mortgaged, the mortgagee shall sign the plat and required dedications.

- 1. ~~City Council~~ Acceptance of Dedications. ~~**All public land dedications and all lands dedicated for maintenance by the City must be accepted by the City Council prior to recordation of the final plat.**~~ **The Director and City Engineer shall accept dedications of real property interests to the City made through any final plat approved administratively pursuant to Section 11-20.40.040(E)(2). Such acceptance shall be effective upon recordation of the final plat.** All lands to be dedicated to the City that are not included in the plat boundaries require a separate instrument (warranty deed) to be recorded with the final plat. If the plat contains private streets, public access and utility easements shall be provided.

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Alaxandra Pucciarelli, Current Planning Manager

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

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**TITLE:**

**Consideration and Approval of Modifications of Property Development Standards:** Request by Lincoln Avenue Communities to approve modifications to property development standards for a 100% affordable housing development located at the northeast corner of Lone Tree Road and Pine Knoll Drive (APN 104-14-003G, H, and J).

**STAFF RECOMMENDED ACTION:**

Staff recommends the City Council approve the modifications requested as presented.

**Executive Summary:**

Section 10-30.20.040.B.4 of the City of Flagstaff Zoning Code allows a Category 1 affordable housing development that provides 100% of the dwelling units to persons or families with a household income equal to 80% or less of the area median income to have adjustments of the property development standards greater than 15% approved by the City Council. The "property development standards" means building form, building placement, building types, encroachments and frontage types, fences and screening, landscape standards, lot requirements, open space, parking standards and required parking, private frontage types, and any other amount, area, dimension, quantity, size, or design requirement of the Zoning Code as determined by the Zoning Administrator. The applicant is requesting a modification to the following standards:

Site Layout and Parking

1) Eliminate the "building forward" design guideline that calls for building fronts to be located at or near a sidewalk edge to allow parking between the Lone Tree Ranch's buildings and Pine Knoll Drive.

2) Adjust the number of parking stalls that may be aligned in a row before requiring a landscape island from eight (8) to twelve (12).

Building and Architectural Standards

3) Increase the permissible height of exposed or visible retaining walls from five feet to thirteen feet.

4) Decrease the required recess depths along primary façade planes from approximately six feet and eight feet to approximately two feet and four feet.

5) Allow windows to be installed in a single vertical plane with the building's exterior façade.

Landscape Standards

6) Reduce the number of trees installed on the Property from 175 to 120 trees.

To approve these requests, the City Council shall find that the following criteria have been met:

1. The adjustments are consistent with and conform to the goals of the General Plan and any applicable specific plans;
2. The adjustments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan;
3. The requested adjustments will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located;
4. The proposed development is consistent with the character of the area; and
5. The type, quality, and amenities of the development are consistent with those found in similar developments that are available to the public at market rate.

Please refer to the attached Adjustments Narrative for the applicant's analysis of the requests and findings.

**Financial Impact:**
No financial impacts are anticipated with this request.

**Policy Impact:**
No policy impacts are anticipated with this request.

**Previous Council Decision or Community Discussion:**
There has been no previous Council decision on this item.

**Options and Alternatives to Recommended Action:**
1. The City Council may approve the modifications of the property development standards as presented.
2. The City Council may approve the modifications of the property development standards with conditions.
3. The City Council may approve some of the modifications of the property development standards as presented or with conditions and may deny other modifications.
4. The City Council may deny the modifications of the property development standards

**Background and History:**
The applicant has also requested a Direct to Ordinance Zoning Map Amendment of approximately 8.51 acres located at the northeast corner of Lone Tree Road and Pine Knoll Drive to allow the construction of a 168-unit multi-family residential development, consisting of 100% Affordable units. The proposed development consists of four three/four-story apartment buildings, a clubhouse, outdoor amenities, and on-site surface parking.

Notification of this request was made by first-class mail to all property owners within 300 feet of the subject property, to all homeowners' associations that govern land within 1000 feet of the subject property, as well as all persons or groups whose names are on the registry of interested persons and groups. In addition, notification by first-class mail was made to all affordable housing advocacy agencies on file with the City of Flagstaff's Housing Section. The applicant also installed a sign on the development site.

**Connection to PBB Priorities and Objectives:**
Safe and Healthy Community: Support social services, community partners and housing opportunities

Robust, Resilient Economy: Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities

Livable Community: Actively support attainable and affordable housing through City projects and opportunities with developers

**Connection to Regional Plan:**
An analysis of the Regional Plan goals and policies can be found with the related Zoning Map Amendment request.

**Connection to Carbon Neutrality Plan:**
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents

**Connection to 10-Year Housing Plan:**
Create 2.2: Identify suburban areas to support greater density and intensity of development

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**Attachments:** Narrative
Presentation

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
40 NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

LINDSAY C. SCHUBE
lschube@gblaw.com

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE
(602) 256-4471

February 6, 2026

Alaxandra Pucciarelli
Current Planning Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: Request for Development Standards Modification Under 10-30.20.040.B.4.c; Lone Tree Ranch

Dear Alax:

We represent Lincoln Avenue Community ("LAC"), a leading developer, owner, and operator of affordable housing across the United States. LAC is proposing to develop a 168-unit, "category 1" affordable multifamily development ("Lone Tree Ranch") on approximately 8.51 acres located at the northeast corner of Lone Tree Road and Pine Knoll Drive (the "Property"). The Property covers Coconino County Assessor's APNs 104-14-003G, -003H, and -033J and is composed of Tracts B, C, and D of the Final Plat for the Woods at Clear Creek.

Approximately 8.1 acres of the Property are located within a High Density Residential – Resource Protection Overlay (HR-RPO) district. LAC is currently processing Direct-to-Ordinance Zoning Map Amendment Request PZ-240024-04 (the "Application") to rezone the remaining 0.41 acres from Suburban Commercial – Resource Protection Overlay (SC-RPO) to HR-RPO and to remove the conditions of the Property's previous rezone.

## DEVELOPMENT PROPOSAL

Lone Tree Ranch will consist of three- and four-story split-level walk-up buildings that will provide highly amenitized—yet attainable—housing for the Flagstaff community. It will house workers, families, and community members making no more than 60% of the Area Median Income ("AMI").

Lone Tree Ranch's buildings will be three- and four-story splits because of the Property's topography, and to reserve adequate space for parking and its desirable amenity spaces. Residents and guests will be provided with ample parking with Lone Tree Ranch's 286 parking spaces. Ingress and egress will occur from southwest and southeast along Pine Knoll.

Lone Tree Ranch will benefit the City and its residents by addressing the City's affordable housing crisis and by developing a vacant, infill property.

## REQUEST

As a "category 1" housing development that provides 100% of its units to workers, families, and community members making no more than 60% AMI, Lone Tree Ranch is eligible for certain incentives contained in Flagstaff City Code Section 10-30.20.040.B. Enumerated incentives include reductions to the

required forest resource preservation rate and density bonus calculations. In addition to these enumerated incentives, LAC may request City Council approval for additional modifications under Section 10-30.20.040.B.4.c.

The purpose of this letter is to respectfully request approval of development standard modifications for the following three categories: (1) site layout and parking, (2) building and architectural standards, and (3) landscape standards. These modifications are key to Lone Tree Ranch's viability as a high-quality, contextually appropriate, and economically feasible affordable housing development.

1. **Site Layout and Parking**
   (a) Section 10-30.60.060.A. Eliminate the "building forward" design guideline that calls for building fronts to be located at or near a sidewalk edge to allow parking between the Lone Tree Ranch's buildings and Pine Knoll Drive.
   (b) Section 10-50.60.040.D.2.a. Adjust the number of parking stalls that may be aligned in a row before requiring a landscape island from eight (8) to twelve (12).
2. **Building and Architectural Standards**
   (a) Section 10-30.60.040.A.1.e. Increase the permissible height of exposed or visible retaining walls from five feet (5') to thirteen feet (13').
   (b) Section 10-50.20.030.B.2. Decrease the required recess depths along primary façade planes from approximately six feet (6') and eight feet (8') to approximately two feet (2') and four feet (4').
   (c) Section 10-50.20.030.B.7.b.4. Allow windows to be installed in a single vertical plane with the building's exterior façade, as opposed to requiring slight recession.
3. **Landscape Standards**
   (a) Table 10-50.60.050.B. Reduce the number of trees installed on the Property from 175 to 120.

## JUSTIFICATION

These standards should be modified for Lone Tree Ranch because the modifications benefit the public and satisfy the intent of the City's code. The requested modifications are authorized under Section 10-30.20.040.B.4.c.i if the following criteria are met:

Criterion: *The modifications are consistent with and conform to the goals of the General Plan and any applicable specific plans.*

Response: As explained in detail in the Project Narrative included in the Application, Lone Tree Ranch's design strongly supports the goals of Regional Plan 2030. And as explained below, the modifications proposed here are consistent with and conform to the following Regional Plan goals and policies.

- Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
- Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.

The parking area near Pine Knoll (which would otherwise be prohibited by the "building forward" guideline) will be equipped with EV-ready parking to accelerate clean mobility and promote the City's carbon

goals. And the modification to landscape-island requirements helps with the installation of parking canopies which will reduce light pollution coming from Lone Tree Ranch's parking area in furtherance of the City's dark sky goals. The requested modifications will also minimize newly disturbed areas on the Property and the provided landscaping will be drought-tolerant and regionally appropriate.

- Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.
- Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

The proposed modifications to parking layout and location balances the need for off-street parking while helping preserve slope resources on the eastern portion of the Property. Placement of the buildings behind the parking area also provides a buffer for the City's park to the north, minimizing the distance any vehicle-related noises will travel. Additionally, the variety of roof forms used for different portions of Lone Tree Ranch's buildings will have multiple pitches, eaves that wrap around gabled ends, and dormers to accentuate the roof planes. These features will add articulation and reduce scale while simultaneously reflecting the City's design traditions.

- Policy LU.1.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.13.4. Plan suburban development to include a variety of housing options.

The proposed modifications allow for the currently vacant Property to be developed with an affordable multifamily development that is contextually appropriate. This is precisely the sort of responsible infill development contemplated by Regional Plan 2030. Furthermore, the suburban-infill nature of Lone Tree Ranch will help conserve environmental resources and reduce the cost of infrastructure and services because it does not require expansion into the periphery of the City's planning area. The modifications are also necessary to allow the Property to be developed with this type of multifamily affordable housing—i.e., they increase housing options in this area by providing multifamily housing as opposed to the single-family detached housing commonly found in traditional suburban areas.

- Policy NH.3.5. Encourage and incentivize affordable housing.
- Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

The modifications facilitate the development of 168 units at 60% AMI, which directly implements several of the Regional Plan's housing strategies. Furthermore, the mix of unit types allows families to have the space they need without being financially burdened by high rents or a mortgage on a home. This is difficult to find in any market as many new apartments are smaller and targeted at young professionals.

More specifically, the variety of multifamily rental units at affordable price points will provide housing opportunities for an underserved economic sector in an underutilized infill location.

- Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.

In wood-frame construction, best practice for window installation is to keep the nailing flange of the window frame in-line with the outside face of exterior sheathing—not recessing the window as prescribed in the City's code. This is (among other reasons) because a single vertical plane minimizes the surface area of the building, which creates a more effective barrier between indoor (conditioned) air and outside (unconditioned) air while reducing the potential for thermal bridging. This practice is critical to achieving a HERS index rating of 65 which reduces electricity consumption for heating and cooling. Additionally, the proposed reduction in landscaping will conserve water used for irrigation while architectural articulation coupled with Lone Tree Ranch's parking canopies will provide visual interest and shade to compensate for the reduction in installed trees.

Criterion: *The modifications will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.*

Response: The requested modifications further the public interest in several ways, including those listed above, and summarized below.

The modified site layout and parking will facilitate the installation of shade canopies that will help screen the bulk of the residential buildings from the right-of-way and will protect residents' vehicles. And the buildings' location minimizes the chance any vehicle-related disturbance will travel from Lone Tree Ranch's parking area to the City park or single-family dwellings to the Property's north.

The modified building and architectural standards allow for the necessary density on the relatively resource-constrained Property to render a 60% AMI project economically feasible. Additionally, and as noted above, the best practice for window installation in wood-frame constriction is to maintain a continuous vertical drainage plane on the outside of the building to direct water and moisture away during inclement weather and reduce the potential for thermal bridging. The requested modifications will allow LAC to combine these best construction practices with the intent of the zoning code by providing a mix of thickened trim bands around the edge of the window openings. The thicker depth of the trim will provide a shadow line around the window to provide more articulation and visual interest than standard size trim while still maintaining a continuous vertical plane that protects against leakage (both fluid and thermal).

Finally, the modified landscape standards will not only promote the economic viability of providing 168 affordable housing units, but they will conserve water by using less plant material, while the parking canopies provide screening and shading that trees might otherwise provide.

Criterion: *The requested modifications will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.*

Response: The proposed modifications will not endanger, jeopardize, or otherwise constitute a hazard to the Property or improvements in the Property's vicinity because Lone Tree

Ranch must still be reviewed against all applicable codes (e.g., zoning, engineering, building, fire, etc.) before any construction may occur.

Criterion: *The proposed development is consistent with the character of the area.*

Response: The proposed development complements the character of the area by echoing the City's design traditions and harnessing building materials that express traditional texture, scale, and color. The minimal modifications to Lone Tree Ranch's design standards respect these traditions by providing suitable roof forms to add articulation and scale, stepping buildings down (both north to south and west to east) to break up building massing, and utilizing an appropriate level of scale to jog the buildings' primary façade to ensure that straight runs never exceed thirty feet in length.

Criterion*:* *The type, quality, and amenities of the development are consistent with those found in similar developments that are available to the public at market rate.*

Response: Like all of LAC's developments, Lone Tree Ranch is a high-quality and highly amenitized development. The approximately 7,500 square feet of amenity space will include a clubhouse, office space, barbeque area, fitness center, playground, and tot lot. Additionally, residents will have immediate access to the City park located directly to the north. At bottom, Lone Tree Ranch will be indistinguishable from a similar market-rate multifamily development.

* * *

For the foregoing reasons, LAC respectfully requests the modifications to site layout and parking, building and architectural standards, and landscape standards listed above. These modifications satisfy the intent of the City's code and the above criteria while supporting Lone Tree Ranch's viability as a fully affordable housing development. Should you have any questions or require more information, please do not hesitate to contact me at **(602) 256-4471** or **lschube@gblaw.com**. Thank you for your consideration.

Sincerely,

GAMMAGE & BURNHAM

By
Lindsay C. Schube

# Lone Tree Ranch

## Modification to Property Development Standards

Alaxandra Pucciarelli
Current Planning Manager

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# Request Overview

- Request by Lincoln Avenue Communities to approve adjustments to property development standards for a 100% affordable housing development

# Affordable Housing Incentives

- Project qualifies for 5 or more incentives
  - Resource Protection Standards reduction
  - Density Bonus
  - Parking Incentive
  - Landscaping Standards reduction
  - 10-30.20.040.B.4 allows 100% affordable projects to request modifications in Property Development Standards

# Proposed Modifications

The applicant requests City Council approve six modifications to the following standards:

1) Eliminate the “building forward” design guideline to allow parking between the buildings and Pine Knoll Drive
2) Adjust the number of parking stalls between required landscape islands from 8 to 12
3) Increase the maximum height of visible retaining walls from 5 feet to 13 feet
4) Decrease required building jogs from 6 feet and 8 feet to 2 feet and 4 feet

# Proposed Modifications

5) Allow windows to be installed flush with the exterior wall
6) Reduce the number of required landscaping trees from 175 to 120

# Findings

To approve a request to adjust the property development standards, the City Council shall find that the following five criteria have been met:

1) The modifications are consistent with and conform to the goals of the General Plan and any applicable specific plans;

2) The modifications will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan;

3) The requested modifications will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located;

4) The proposed development is consistent with the character of the area; and

5) The type, quality, and amenities of the development are consistent with those found in similar developments that are available to the public at market rate

# Findings

## Finding #1: General Plan Conformance

- Existing Suburban Area
- Regional Plan density: 2-13 units per acre (13.6 found to be in general conformance)
- Supports housing goals
- Supports transportation goals

## Finding #1: Finding is met

# Findings

## Finding #2: Community Benefits and Public Good

- Meets City codes, standards, and requirements
- Supports the creation of 168 affordable units
- Screens parking from single-family homes and City park
- Minimizes landscaping water use and allows for option of parking canopies

## Finding #2: Finding is met

# Findings

## Finding #3: Does Not Constitute a Hazard

- Meets applicable codes and requirements
- Mitigates any impacts determined by impact analyses

## Finding #3: Finding is met

# Findings

## Finding #4: Consistency with Area Character

- Consistent with Flagstaff design traditions and building materials
- Site design works with the topography
- Consistent with area residential forms

## Finding #4: Finding is met

# Findings

## Finding #5: Development amenities are consistent with similar market rate developments.

- Clubhouse with Fitness Center
- BBQ area and Playground
- Direct access to City Park and FUTS

## Finding #5: Finding is met

# Recommendation

**Staff recommends City Council approve the modifications requested as presented**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Alaxandra Pucciarelli, Current Planning Manager

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

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**TITLE:**

**Consideration and Adoption of Resolution No. 2026-12:** A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the Lone Tree Ranch Development Agreement between the City of Flagstaff and Lone Tree Ranch, L.P. related to the development of approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive and establishing an effective date

**STAFF RECOMMENDED ACTION:**

1. Read Resolution No. 2026-12 by title only
2. City Clerk reads Resolution No. 2026-12 by title only (if approved above)
3. Adopt Resolution No. 2026-12

**Executive Summary:**

State law allows the City to enter into development agreements by resolution. The proposed agreement governs the terms and conditions for the development of the real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive, including affordable housing, incentives, FUTS grading, ROW dedications, and gate and access control conditions.

**Financial Impact:**

No financial impacts are anticipated with this request.

**Policy Impact:**

No policy impacts are anticipated with this request.

**Previous Council Decision or Community Discussion:**

City Council voted (X-X) in support at the first read of the direct to ordinance zoning map amendment request associated with this development agreement.

**Options and Alternatives to Recommended Action:**

1. The City Council may approve the Development Agreement as presented.
2. The City Council may approve the Development Agreement with additional, modified, or deleted terms.
3. The City Council may remand the Development Agreement back to staff for additional negotiations with the applicant.
4. The City Council may deny the Development Agreement.

**Background and History:**

The applicant has also requested a Direct to Ordinance Zoning Map Amendment of approximately 8.51 acres located at the northeast corner of Lone Tree Road and Pine Knoll Drive to allow the construction of a 168-unit

multi-family residential development, consisting of 100% Affordable units. The proposed development consists of four three/four-story apartment buildings, a clubhouse, outdoor amenities, and on-site surface parking. Notification of this request was made by first-class mail to all property owners within 300 feet of the subject property, to all homeowners' associations that govern land within 1000 feet of the subject property, as well as all persons or groups whose names are on the registry of interested persons and groups. The applicant also installed a sign on the development site.

**Connection to PBB Priorities and Objectives:**
Safe and Healthy Community: Support social services, community partners and housing opportunities

Robust, Resilient Economy: Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities

Livable Community: Actively support attainable and affordable housing through City projects and opportunities with developers

**Connection to Regional Plan:**
An analysis of the Regional Plan goals and policies can be found with the related Zoning Map Amendment request.

**Connection to Carbon Neutrality Plan:**
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents

**Connection to 10-Year Housing Plan:**
Create 2.2: Identify suburban areas to support greater density and intensity of development

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**Attachments:**
Presentation
Res. 2026-12
Final Development Agreement
Ex. A - Legal Description
Ex. B - Site Plan
Ex. C - Project Narrative

# Lone Tree Ranch

## Development Agreement

**Alaxandra Pucciarelli**
**Current Planning Manager**

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# Purpose of the Agreement

## Affordable Housing Commitment:

- 100% of the units to be income-restricted rentals
- Households earning, on average, up to 60% AMI
- Minimum of 30 years

# Purpose of the Agreement

## Affordable Housing Incentives:

- Resource Protection Reduction (25% reduction, count trees on steep slopes)
- Density Bonus (45% increase)
- Parking Reduction (lower required parking calculations, 15% reduction due to ¼ mile of transit stop)
- Landscaping Reduction (10% reduction)
- Development Standards Modifications

# Purpose of the Agreement

**FUTS:**

- 5’ wide pedestrian easement
- Rough grading on city parcel to facilitate FUTS development

# Purpose of the Agreement

## Right-of-Way:

- 1’ ROW dedication along Lone Tree Road
- 2’ ROW dedication along Pine Knoll Drive
- ROW to accommodate right-turn lane
- 25’ corner cut-off

# Purpose of the Agreement

## Gates and Access Control:

- Gates shall be designed and constructed such that entering vehicles fully clear the public roadway before stopping
- Gates shall be operated by an automated access system

# Purpose of the Agreement

## Transit Easement:

- City may request an easement to accommodate a sheltered bus stop at the location of the existing bus stop

# Council Options

1. Approve the Development Agreement as presented
2. Approve the Development Agreement with additional, modified, or deleted terms
3. Remand the Development Agreement back to staff for additional negotiations with the owner
4. Deny the Development Agreement.

**RESOLUTION NO. 2026-12**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE EXECUTION OF THE LONE TREE RANCH DEVELOPMENT AGREEMENT BETWEEN LONE TREE RANCH, L.P. AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 8.51 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF LONE TREE ROAD AND PINE KNOLL DRIVE; AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, Lone Tree Ranch, L.P. ("Owner") owns approximately 8.51 acres of land located at the northeast corner of Lone Tree Road and Pine Knoll Drive ("Property"); and

WHEREAS, the City and Owner desire to enter into a Development Agreement, in the form attached to this Resolution as Exhibit A ("Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of the Developer and the City; and

WHEREAS, developing the Property under the terms and conditions of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of A.R.S. § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of March, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Development Agreement

Upon recording return to:
City Clerk
City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001

# DEVELOPMENT AGREEMENT

**between**

**CITY OF FLAGSTAFF**

**and**

**LONE TREE RANCH, L.P.**

**for**

**LONE TREE RANCH**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of _____ __, 2026, by and between Lone Tree Ranch, L.P., an Arizona limited partnership ("**Developer**") and the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona (the "**City**"). City and Developer may be referred to in this Agreement as "**Party**" in the singular, and collectively as the "**Parties**."

## RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate development of property.

B. Developer is developer of approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive, legally described in Exhibit A (the "**Property**").

C. Developer desires to undertake entitlement, permitting, and related activities to develop the Property for use as an affordable multi-family community (the "**Project**").

D. To facilitate development of the Project, Developer has requested that the City process Direct-to-Ordinance Zoning Map Amendment PZ-24-00224-04 to rezone the Property from High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO) to High-Density Residential – Resource Protection Overlay only.

E. The Parties desire to enter into this Agreement to facilitate development of the Project, as generally (i) depicted on the Civil Site Plan included with PZ-24-00224-03, dated October 2025 and attached to this Agreement as Exhibit B (the "**Site Plan**") and (ii) described in

the Project Narrative included with PZ-24-00224-04, dated October 2025 and attached to this Agreement as Exhibit C (the "**Narrative**").

F. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

G. Developer desires to respond to the City's "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing affordable housing options.

H. The City has an interest in ensuring that development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

I. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in general conformance with this Agreement.

J. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision of A.R.S. § 9-500.05.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. **RECITALS & EXHIBITS**. The foregoing recitals and attached Exhibits are material to this Agreement and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

2. **DEFINITIONS**. Unless context clearly indicates otherwise, the following terms shall have the meaning set forth below.

**2.1 "Certificate of Occupancy"** means a document issued by an authorized City official (i) setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements and (ii) affirming that such a building may be used for the purpose(s) stated therein.

**2.2 "City"** means the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona, as stated in this Agreement's preamble, as well as any successor public body or entity.

**2.3 "Developer"** means Lone Tree Ranch, L.P. an Arizona limited partnership, as stated in this Agreement's preamble, as well as any subsequent "Developer" as contemplated

in Section 8.14 of this Agreement.

**2.4 "Incentive"** means any regulatory flexibility, deviation, reduction, waiver, bonus, or other benefit granted by the City to Developer pursuant to this Agreement and applicable provisions of the City Code, including, without limitation, adjustments to development standards, density, design requirements, landscaping requirements, parking, or other zoning or land use regulations, in exchange for the public benefits and commitments provided by Developer under this Agreement. More than one Incentive may be referred to collectively as the "Incentives."

**2.5 "Project"** means development of an affordable multi-family community on the Property, as stated in this Agreement's recitals. The Project shall generally conform with the uses, intensities, and densities shown on the Site Plan and described in the Narrative, as conditioned by Ordinance No. 2026-05.

## 3. ENTITLEMENTS.

**3.1 Zoning Map Amendment**. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the Ordinance No. 2026-05 (the "**Ordinance**"), this Agreement, the Site Plan, including any approved minor modifications to development standards or engineering variances (collectively, the "**Entitlements**"). In addition to the provisions for reversion set forth in the Ordinance and the Flagstaff City Code, the Developer's failure to obtain a Certificate of Occupancy for the Project within five (5) years of the effective date of the Ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the High Density Residential zoning on the Property to its former zoning classification of Suburban Commercial (SC) and High Density Residential (HR) with Resource Protection Overlay and with conditions, in accordance with Arizona Revised Statutes § 9-462.01.

**3.2 Zoning**. Developer intends to develop the Property for use as an affordable multi-family residential community. The Property is currently zoned High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO). Developer has requested that the Property be zoned solely to High Density Residential – Resource Protection Overlay (HR-RPO) pursuant to Zoning Map Amendment Application No. PZ-24-00224-04. Upon approval of the Ordinance, any zoning regulations, conditions, or requirements imposed on the Property by any prior rezoning ordinance(s) shall be superseded and rescinded as set forth therein.

**3.3 Development Standards**. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards (collectively, the "**Applicable Standards**") in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the Applicable Standards in effect at the time of application shall apply. Notwithstanding the foregoing, the provisions, regulations, rules, and guidelines contained in the City Engineering Standards, Building Code, and Fire Code in effect at the time of application shall apply to all development applications.

4. **INCENTIVES**. In consideration of the terms, provisions, covenants, restrictions, and conditions set forth in this Agreement, the City hereby grants Developer the following Incentives for the use and benefit of the Project, which shall be in addition to, and not in limitation of, any other incentives, benefits, or programs for which Developer may otherwise be eligible. Notwithstanding any provision in this Section, changes to the Site Plan must comply with the provisions set forth in Section 5.2 of this Agreement.

**4.1 Resource Reduction Incentive**. The minimum preservation rate for forest resources on the Property shall be calculated using the rates applicable to residential zones found in Table 10-50.90.060.B.2.a of the Code, reduced by fifty percent (50%) as authorized under Table 10-30.20.040.B of the Code, resulting in a minimum required forest preservation rate of twenty-five percent (25%). Developer agrees to protect at least twenty-five percent (25%) of the forest resources on the Property, with trees located on steep slopes eligible to be counted toward such forest resources as permitted by the Code.

**4.2 Density Bonus Incentive**. The maximum allowed residential density on the Property shall be calculated using the density standards applicable to High-Density Residential (HR) Zoning Districts, found in Table 10-40.30.030.C of the Code, increased by forty-five percent (45%) as authorized under Table 10-30.20.050.A of the City Code and as limited by projected density for the Property in Regional Plan 2030. To conform with the restrictions in the Regional Plan, the Project is allowed to include no more than 168 dwelling units.

**4.3 Parking Incentive**. The minimum number of parking spaces applicable to the Project shall be calculated using the ratios applicable to affordable dwelling units found in Table 10-50.80.040.A of the Code, such that the required number of spaces for the Project is 306 parking spaces (the "Parking Requirement"). Pursuant to Section 10-30.20.040.B.3.b of the Code, the Parking Requirement shall be further reduced by fifteen percent (15%) because the Project is located within one quarter mile of a transit stop, such that the required number of spaces for the Project shall be 260 parking spaces under such reduction. Developer agrees to provide at least 260 parking spaces at the Project.

**4.4 Landscaping Incentive**. Pursuant to Section 10-30.20.040.B.5 of the Code, the required minimum number of planted trees across all applicable landscaping categories on the Property shall be reduced by ten percent (10%). Any additional landscaping reductions required by Developer shall be subject to approval as development standards modifications in accordance with the Code.

**4.5 Development Standards Modifications**. Upon Council approval, Developer shall be entitled to take the following adjustments of property development standards pursuant to Section 10-30.20.040.4 in connection with the Project.

**4.5.1 Site Layout and Parking.**

(a) Eliminate the "building forward" design guideline that calls for building fronts to be located at or near a sidewalk edge to allow parking between the Lone Tree Ranch's buildings and Pine Knoll Drive;

(b) Reduce the required parking stall width from nine (9) feet to approximately

eight (8) feet, six (6) inches to allow for shade canopy columns; and

(c) Adjust the number of parking stalls that may be aligned in a row before requiring a landscape island from eight (8) to twelve (12).

**4.5.2 Building and Architectural Standards.**

(a) Increase the permissible height of exposed or visible retaining walls from five (5) feet to thirteen (13) feet;

(b) Decrease the required recess depths along primary façade planes from approximately six (6) feet and eight (8) feet to approximately two (2) feet and four (4) feet;

(c) Allow windows to be installed in a single vertical plane with the building's exterior façade.

**4.5.3 Landscape Standards.**

(a) Reduce the number of trees installed on the Property from 175 to 120.

**5. DEVELOPMENT PLAN**.

**5.1 Development Plan**. Developer will construct a multi-family development, including any necessary onsite and offsite improvements, as generally set forth in the Site Plan approved by the City with conditions, subject to any minor modifications approved by the City and as set forth in impact analyses completed for the Project and approved by the City. The Project is further conditioned by the Ordinance, the Narrative, and this Agreement. The Project will consist of approximately one hundred sixty-eight (168) multi-family residential dwelling units, all of which will serve individuals earning 60% AMI or less for a minimum of thirty years.

**5.2 Modifications**. Development standards in the Site Plan may be modified through the minor modification process in Flagstaff Zoning Code Section 10-20.40.090. Further modifications may be considered and approved by the Director of Planning and Development Services if the proposed modifications do not alter the character of the development or significantly increase the development's transportation or utility impacts. Modifications permitted under this Section shall not require an amendment to this Agreement.

**6. OBLIGATIONS**.

**6.1 Flagstaff Urban Trail System**.

(a) If Developer constructs the Project, Developer shall dedicate an approximately five (5) foot wide pedestrian easement along the Property's northeastern boundary to accommodate development of the Flagstaff Urban Trail System ("**FUTS**"), as shown on the Site Plan. The location and extent of this easement may be modified by mutual agreement of the City's Planning and Development Services Director, the City

Engineer, and Developer at any time prior to construction of the Project.

(b) If Developer constructs the Project, Developer shall also cause, at Developer's sole expense, rough grading to occur on the City-owned parcel, assigned Coconino County APN 104-08-011A, to the Property's immediate north. This rough grading shall be adequate in both area and slope to accommodate the FUTS segment displayed on the Site Plan and shall be conducted concurrently with the Project's construction.

(c) The City shall provide any temporary construction easements needed by Developer to perform the rough grading required by Section 6.1(b).

**6.2 Rights-of-Way**. If Developer constructs the Project, Developer shall dedicate: (i) approximately one (1) foot of public right-of-way along Lone Tree Road, as shown on the Site Plan; (ii) approximately two (2) feet back-of-walk public right-of-way along Pine Knoll Drive, as shown on the Site Plan; (iii), right-of-way sufficient to accommodate a westbound right-turn lane on Pine Knoll Drive approaching Lone Tree Road, as shown on the Site Plan; and (iv) a twenty five (25) foot corner cut-off at the northeast corner of Pine Knoll Drive and Lone Tree Road.

**6.3 Affordable Housing**. In exchange for the Incentives described in Section 4, Developer shall provide one hundred percent (100%) of the total unit count within the Project as income-restricted rental units for households earning, on average, up to sixty percent (60%) of the Area Median Income ("**AMI**"), as defined by the United States Department of Housing and Urban Development, or its successors, with no single household exceeding one hundred percent (100%) of AMI (the "**Affordable Units**"). The Project shall be subject to the Low-Income Housing Tax Credit ("LIHTC") program for a minimum of thirty (30) years pursuant to that certain Land Use Restriction Agreement ("LURA"), as may be amended in accordance with its terms, approved by the Arizona Department of Housing and recorded against the Property as part of the LIHTC transaction. Developer will provide a copy of the LURA to the City within thirty (30) days of its recordation..

**6.4 Rental Management**. No lease or rental agreement for any of the Project's units shall be for less than thirty (30) days.

**6.5 Permits and Building Fees**. Notwithstanding Section 3.3 of this Agreement, Developer agrees and acknowledges that the fees in effect at the time of a submittal of an application or permit apply.

**6.6 Gates and Access Control**. Any driveway serving the Project that is controlled by a gate shall be designed and constructed such that entering vehicles fully clear the public roadway before stopping. Any such gate shall be operated by an automated access system to prevent vehicles entering from impeding cross traffic on a public roadway.

**6.7 Transit Easement**. If Developer constructs the Project, the City or its designated transit provider shall have the right to request, in writing, that Developer dedicate a public transit and pedestrian access easement (the "**Transit Easement**") sufficient in size to accommodate a sheltered bus stop where the current Mountain Line bus stop is generally

located north of the northeast corner of the intersection of Lone Tree and Pine Knoll. Upon receipt of such a request, Developer shall dedicate the Transit Easement, provided that (i) the existing right-of-way along Lone Tree Road is insufficient in size to accommodate a standard sheltered bus stop at the time of the City's request, and (ii) the Transit Easement extends no more than three (3) feet beyond the approximately one (1) foot right-of-way along Lone Tree Road dedicated pursuant to Section 6.2 of this Agreement.

Construction and maintenance of any structures or improvements within the Transit Easement shall be the sole responsibility of the City or its designated transit provider. Notwithstanding the foregoing, the size and location of the Transit Easement shall be limited to a size and location that does not prevent or otherwise interfere with the permitting and construction of the Project as generally depicted on the Site Plan.

## 7. DEFAULT; REMEDIES.

**7.1 Events Constituting Default**. Either Party to this Agreement shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the other Party; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

**7.2 Dispute Resolution**. If a dispute arising out of this Agreement cannot by resolved by the Parties, the Parties agree that there shall be a moratorium on litigation for no less than forty-five (45) days, during which time the Parties shall attempt to settle the dispute by nonbinding mediation before commencing litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties, and any Party may initiate litigation upon the conclusion of mediation.

**7.3 Developer's Remedies**. If the City is in default under this Agreement and fails to cure such default within the time described in Section 7.1 above, then the Developer may terminate this Agreement by delivering written notice to the City, in addition to all other legal and equitable remedies which the Developer may have.

**7.4 City's Remedies**. If the Developer is in default under this Agreement fails to cure such default within the time described in Section 7.1 above, then in addition to all legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice to the Developer.

**7.5 Development Rights in the Event of Termination**. Upon the termination of this Agreement as provided herein, Developer shall have no rights to develop the Property pursuant

to this Agreement.

**7.6 No Personal Liability**. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer shall, when acting within the scope of their official capacity, be personally liable (i) in the event of any default or breach by the Parties, as applicable; (ii) for any amount which may become due to the nonbreaching party or its successor or assign; or (iii) pursuant to any obligation of the Parties, as applicable, under the terms of this Agreement.

**7.7 Liability and Indemnification**. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer (excluding in all events any breach of this Agreement by the City or willful misconduct by the City or its Council Members, officers, employees, or agents),or nonperformance of this Agreement by the Developer.

## 8. GENERAL PROVISIONS.

**8.1 Effective Date and Term**. This Agreement shall be effective upon execution by the Parties and recordation in accordance with A.R.S. § 9-500.05 (as amended) (the "**Effective Date**"). The term of this Agreement shall extend from the Effective Date and shall automatically terminate thirty (30) years from the date the Project's residential units are first placed into service.

**8.2 Notices**. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Developer:
Lone Tree Ranch, L.P.
Attn: Matthew Klein
8825 North 23rd Avenue, Suite 100
Phoenix, Arizona 85021

Gammage & Burnham, PLC
Attn: Lindsay C. Schube
40 North Central Avenue, Floor 20
Phoenix, Arizona 85004

With a Copy to:

Lender (Upon notice by Developer)

Tax Credit Investor (Upon notice by Developer)

Notice and communications may also be delivered to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

The City acknowledges that Developer will obtain financing for the acquisition, development and/or construction of the real property and/or improvements to be constructed on the Project in whole or in part, from time to time, by one or more third parties (individually a "Lender," and collectively the "Lenders"). In addition to the foregoing, the Developer or its permitted assign may admit a limited partner or non-managing or investor member (the "Tax Credit Investor"), as applicable, in order to facilitate an investment by the Tax Credit Investor of capital contributions which will be utilized to develop the Project. Upon notice to the City by Developer, copies of all subsequent written notices and communications provided to the Developer shall simultaneously be provided to Lender and Tax Credit Investor at the addresses set forth above, including but not limited to any notices of breach or default.

**8.3 Waiver**. Delay in exercising any right or remedy shall not constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

**8.4 Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

**8.5 Authority**. The Parties represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. Developer represents to the City that by executing this Agreement, Developer binds the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

**8.6 Entire Agreement**. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A *Legal Description of Property*

Exhibit B *Approved Site Plan*

Exhibit C *Project Narrative*

**8.7 Amendment**. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

**8.8 Severability**. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

**8.9 Governing Law**. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

**8.10 Recordation of Agreement and Subsequent Amendment; Cancellation**. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

**8.11 No Partnership or Third-Party Beneficiaries.** This Agreement does not create any partnership, joint venture, or other arrangement between Developer and the City. Except as expressly set forth herein, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder**.**

**8.12 Conflict of Interest**. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

**8.13 Compliance with All Laws**. Developer will comply with all applicable federal, state, and county laws, as well as with all applicable City ordinances, regulations and policies.

**8.14 Successors and Assigns; Restriction on Assignment by Developer**. The rights and obligations of the Parties under this Agreement are covenants that run with the land. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignment made by the Developer as security in connection with obtaining financing and the exercise of lender remedies with respect thereto, including but not limited to, any transfer of the Project to such lender upon foreclosure, deed in lieu or similar event or any transfer by the lender after such foreclosure, deed in lieu or similar event, which shall be deemed permitted hereunder;

(b) An assignment of all rights and obligations of Developer under this Agreement to a person or entity reasonably acceptable to and approved by the City; except that if Developer retains an ownership interest and management control in such person or entity, then the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights and obligations under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls Developer.

Except for those instances set forth above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is notified of such assignment).

**8.15 Restriction on Assignment by City**. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

**8.16 Time of the Essence**. Time is of the essence in implementing the terms of this Agreement.

**9. SUBORDINATION.** Notwithstanding any other provision of this Agreement, the Parties expressly agree that this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any applicable agreements, contracts, grants, loans, or regulatory documents between Developer and the State of Arizona, the United States Government, or any agency or instrumentality thereof. In the event of any conflict between the terms of this Agreement and any such state or federal requirements, the state or federal requirements shall control. The City acknowledges that performance under this Agreement may be subject to modification as reasonably necessary to comply with federal or state requirements, and agrees to cooperate with Developer in effectuating any such modifications. In addition to the foregoing, this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any financing obtained by the Developer in connection with the development, construction or operation of the Project, and upon the election of any such lender, this Agreement shall terminate and be of no further force and effect in the event of a foreclosure, delivery of deed in lieu or similar event.

**10. OPTION TO CURE.** Each Lender shall have the right (but not the obligation) hereunder to cure a breach or default and/or to assume Developer's position with respect to this Agreement

and the City hereby agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of the Developer under this Agreement. In addition, the Tax Credit Investor shall have the right (but not the obligation) hereunder to cure a breach or default of the Developer, and the City agrees to accept any such cure tendered by a Tax Credit Investor as if such cure was tendered by the Developer.

11. **WAIVER OF CLAIM FOR DIMINUTION IN VALUE**. Developer waives and fully releases all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws, including the Ordinance. This waiver constitutes a complete release of all claims and causes of action that may arise or may be asserted under the Act regarding the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including this Agreement and the Ordinance, upon the Property.

[signatures on the following pages]

[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

**IN WITNESS WHEREOF** this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

CITY:

**City of Flagstaff**, an Arizona municipal corporation

By: _____

Name:_____

Title:_____

Attest:

_____

City Clerk

Approved as to form and authority:

_____

City Attorney

**STATE OF** )
) **SS**
**COUNTY OF** )

The foregoing instrument was acknowledged before me by _____, the _____ of the City of Flagstaff, Arizona (the "City"), on behalf of the City.

Subscribed and sworn to before me this _____, 2025

_____

Notary Public

NOTARY SEAL:

[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

**IN WITNESS WHEREOF** this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

DEVELOPER:

**Lone Tree Ranch, L.P.**, an Arizona limited partnership

By: _____

Name:_____

Title:_____

**STATE OF** )
) **SS**
**COUNTY OF** )

The foregoing instrument was acknowledged before me by _____, the _____ of Lone Tree Ranch, L.P. (the "Developer"), on behalf of the Developer.

Subscribed and sworn to before me this _____, 2025

_____
Notary Public

NOTARY SEAL:

**EXHIBIT A**

**Legal Description of the Property**

# EXHIBIT B

## Approved Site Plan

# EXHIBIT C

## Project Narrative

**Title No. 55479**

## EXHIBIT A – Description of Premises



Tracts "B", "C" and "D" as shown on the plat for Woods at Clear Creek as recorded in Case 8, Map 25, records of Coconino County, Arizona.

For Information Only: Said premises are described as 702 E Pine Knoll Drive, Flagstaff, AZ 86001; 778 E Pine Knoll Drive, Flagstaff, AZ 86001; 900 E Pine Knoll Drive, Flagstaff, AZ 86001 and are designated as Tax Identification Nos. 10414003G, 10414003H and 10414003J on the Tax Map of Coconino County, AZ.



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1 SD Site Plan -Site Plan Review
1" = 50'-0"

| PROJECT INFORMATION | | |
|---|---|---|
| III | **Development Name** | Lone Tree Ranch |
| IV | **Site Address** | 900 E Pine Knoll |
| V | **Assessor's Parcel Number (APN)** | 104-14-003G<br>104-14-003H<br>104-14-003J |
| VI | **Parcel size (acreage, net and gross)** | Gross Area = 8.51 acres<br>Net Area = 8.28 acres |
| VII | **Zone District** | HR - High Density Residential<br>SC - Suburban Commercial |
| VIII | **Developer's name, address, and phone number** | Lincoln Avenue Communities<br>401 Wilshire Blvd., 11th Floor<br>Santa Monica, CA 90401<br>(424) 222-8253<br>www.lincolnavenue.com |
| IX | **Preparer's name, address, and phone number** | Kaas Wilson Architects<br>1301 American Boulevard East<br>Bloomington, MN 55425<br>(612) 879-6000<br>www.kaaswilson.com |
| X | **Residential: Proposed dwelling units per acres/permitted dwelling units per acre by zone district** | Proposed: 20 units/acre; (±13 units/acre after adjusting for affordability incentives.)<br>Permitted: 10-22 units/acre (HR Zone) |
| X11 | **Building Information:** | |
| | • **Gross Floor Area** | 54,577 * 4 (Apartment Bldgs) + 6,569 (Clubhouse) = 224,877 sf |

| PROJECT INFORMATION (Apartment Buildings) | | |
|---|---|---|
| XII | **Building Information (cont'd):** | |
| | • **Number of Floors** | North: 3 Stories<br>South: 4 Stories |
| | • **Proposed maximum height/permitted maximum height by zone district** | Proposed: 44' - 1 5/8" (3 Stories)<br>Proposed: 54' - 9 1/2" (4 Stories)<br>Permitted: 60' |
| | • **Number of units and proposed commercial suite numbers and/or residential apartment numbers** | Total Number of Units: 168<br>See floor plan sheets for res. apt. numbers |
| | • **Building square footage (if multiple structures, list uses, proposed building numbers and associated square footage)** | 54,577 sf (per Apartment Bldg) - See floor plan sheets. |
| | • **Proposed International Building Code Occupancy Class and Construction Type** | Occupancy: R-2<br>Construction Type: VA |
| | • **Indicate proposed fire sprinklers if applicable** | NFPA 13R |
| | • **Proposed number of off-street parking spaces/required number of off-street parking spaces** | Proposed: 286<br>Required: 288 (286, adjusted per 10-50.80.060 Parking Adjustments*) |
| | • **Proposed number of off-street ADA compliant parking spaces/required number of off-street ADA spaces** | Proposed: 9<br>Required: 1 per Type A unit (4) + 2% of the total parking (4) |
| | • **Proposed and required number of bicycle parking spaces** | Proposed: 15 (req'd) + 8<br>Required: 5% of of the required vehicle parking (288 * .05 = 14.4, or 15) |

*10-50.80.060 Parking Adjustments
F. Bicycle Parking Reduction. The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking spaces, except for an HOHD or MHOHD.

| PROJECT INFORMATION (Clubhouse) | | |
|---|---|---|
| XII | **Building Information (cont'd):** | |
| | • **Number of Floors** | 1 Story |
| | • **Proposed maximum height/permitted maximum height by zone district** | Proposed: 22' - 9 3/8"<br>Permitted: 60' |
| | • **Building square footage (if multiple structures, list uses, proposed building numbers and associated square footage)** | 6,569 sf - See floor plan sheets. |
| | • **Proposed International Building Code Occupancy Class and Construction Type** | Occupancy: A-3/B<br>Construction Type: VB |
| | • **Indicate proposed fire sprinklers if applicable** | Clubhouse to remain under the maximum allowable area for an unsprinklered A-3 occupancy. |

**NOTE: SEE CIVIL SITE PLAN FOR ADDITIONAL SUBJECT SITE DATA.**

| Unit Mix (by Apartment Bldg) | | | | | |
|---|---|---|---|---|---|
| **Building (Typ.)** | **Unit 2-1 (2BR )** | **Unit 3-1 (3BR )** | **Unit 3-2 (3BR )** | **Unit 4-1 (4BR )** | **Subtotal:** |
| **Gross Area (by...** | **1,014 sf** | **1,219 sf** | **1,239 sf** | **1,351 sf** | |
| **Level -1** | 2 | 2 | 2 | - | **6** |
| **Level 1** | 4 | 2 | 4 | 2 | **12** |
| **Level 2** | 4 | 2 | 4 | 2 | **12** |
| **Level 3** | 4 | 2 | 4 | 2 | **12** |
| **Totals:** | **14** | **8** | **14** | **6** | **42** |

| Unit Mix (Total Site, incl. Apt Bldgs 1-4) | | | | | |
|---|---|---|---|---|---|
| **Building (Typ.)** | **Unit 2-1 (2BR )** | **Unit 3-1 (3BR )** | **Unit 3-2 (3BR )** | **Unit 4-1 (4BR )** | **Subtotal:** |
| **Gross Area (by...** | **1,014 sf** | **1,219 sf** | **1,239 sf** | **1,351 sf** | |
| **Level -1** | 8 | 8 | 8 | - | **24** |
| **Level 1** | 16 | 8 | 16 | 8 | **48** |
| **Level 2** | 16 | 8 | 16 | 8 | **48** |
| **Level 3** | 16 | 8 | 16 | 8 | **48** |
| **Totals:** | **56** | **32** | **56** | **24** | **168** |

## SITE PLAN KEY

1 MAIN ENTRY GATE (SLIDING)
2 SECONDARY ENTRY GATE (SLIDING)
3 PERIMETER DECORATIVE FENCING
4 SCREEN WALL/FENCING
5 PLAYGROUND
6 DUAL TRASH ENCLOSURE, 8 CU. YD. MIN.
7 SINGLE TRASH ENCLOSURE, 4 CU. YD. MIN.
8 FENCE GATES AT SIDEWALK/SITE ENTRANCE
9 RETAINING WALL, TYP.
10 SHADE STRUCTURE, TYP.
11 HAMMERHEAD TURNAROUND
12 BICYCLE PARKING
COMMON (CIVIC) SPACE

SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

**Lone Tree Ranch – 900 East Pine Knoll Drive**
Zoning Map Amendment Narrative

## I. Executive Summary

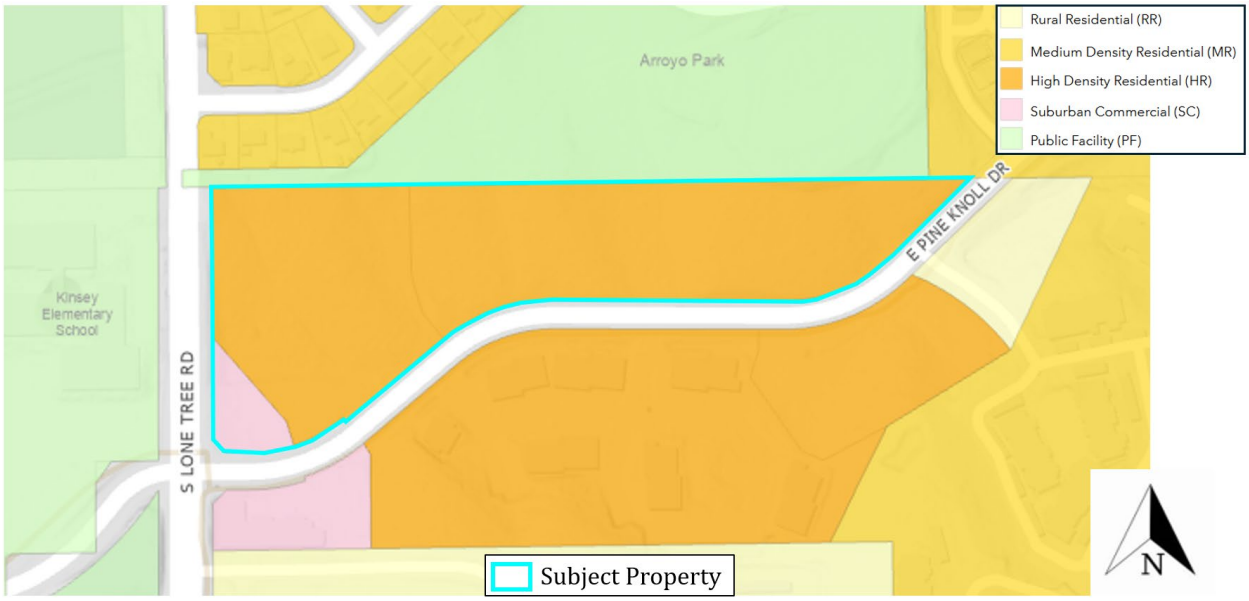
Lincoln Avenue Communities ("LAC") is requesting a zoning map amendment to facilitate development of a 168-unit affordable multifamily residential project (the "Project" or "Lone Tree Ranch"). Lone Tree Ranch will consist of three- and four-story split-level walk-up buildings that will provide highly amenitized—yet attainable—housing for the Flagstaff community. It will house workers, families, and community members making no more than 60% of the Area Median Income ("AMI").

LAC develops, owns, and operates affordable housing nationwide. LAC's current portfolio contains over 170 properties with more than 30,000 units, spanning dozens of states. LAC, along with its non-profit General Partner Fairview Housing Partners ("FHP"), are looking forward to offering high-quality affordable Housing within the City. LAC and FHP have a combined 823 units of affordable housing currently under construction in the state of Arizona, with more than 1,300 units planned over the coming years. LAC looks forward to working with the city to help Flagstaff address its housing crisis.

## II. Subject Property

LAC proposes to develop the Project on approximately 8.51 acres located at the northeast corner of Lone Tree Road & Pine Knoll Drive, also known as Coconino County Assessor's APNs 104-14-003G, -003H, and -003J (collectively, the "Property"). The Property includes Tracts "B", "C", and "D," as shown on the Plat for the Woods at Clear Creek as Recorded in Case 8, Map 25 Records of Coconino County, Arizona. As shown on the aerial map below, the Property is currently undeveloped.

The Property is currently zoned High Density Residential ("HR") across two of the parcels, comprised of approximately 8 acres. HR zoning districts are intended for medium- to high-density multifamily developments. The remaining parcel (-003G), at the southwest corner, is zoned Suburban Commercial ("SC") and is approximately 0.5 acres in size. This zoning district is intended for "retail and service establishments that supply commodities or perform services meeting the needs of adjacent residential neighborhoods." All three parcels are within the City's Resource Protection Overlay Zone. The Property's current zoning is shown below.




The Property is designated as an Existing Suburban Area in the 2030 Regional Plan Future Growth Illustration. These areas have medium to low densities (two to thirteen units per acre) and are "drivable to access homes and jobs, yet walkable by special pedestrian facilities like the Flagstaff Urban Trail System" ("FUTS").

As shown on the Location/Vicinity Map, enclosed with this application as **Item I.8**, the Property is immediately surrounded by the Woods at Clear Creek (a commercial and residential development) to the south and east, a single-family residential neighborhood and Arroyo Park to the north, and Kinsey Elementary School to the west. Additional uses are shown on **Item I.8**.

## III. Proposed Project

Lone Tree Ranch will provide contemporary multifamily housing options to households making at or below 60% of the AMI. It will include:

- 168 units (±13 du/ac) dispersed throughout four buildings and providing approximately 218,308 square feet of gross residential space;
    - Fifty-six (56) two-bedroom units,
    - Eighty-eight (88) three-bedroom units,
    - Twenty-four (24) four-bedroom units,
- Numerous high-quality amenities providing approximately 7,500 square feet of amenity space;
    - Clubhouse,
    - Leasing office,

  - Barbecue area,
  - Fitness center,
  - Playground,
  - Tot lot,
- Substantial native and regionally appropriate landscaping.

The focus on larger unit sizes allows working class families to have the space they need to comfortably raise their families without being financially burdened by higher rents or a mortgage on a home. This is difficult to find in any market as most apartments are smaller and targeted at young professionals without large families.

The Project's buildings will be three- and four-story splits. This exceeds the typical 2.5-story structure characteristic of low-rise apartments, but this is necessary due to the buildable area being precluded by the Resource Protection Area, topography, ample parking, and desirable amenity spaces. This is also due to the fact that a 2.5-story project would be financially infeasible for an affordable housing project at a much lower unit count. Residents and guests will be provided with ample parking with Lone Tree Ranch's 286 parking spaces. Ingress and egress will occur from southwest and southeast along Pine Knoll.

## IV. Requested and Required Findings

LAC is requesting a zoning map amendment to rezone APN 104-14-003G from Suburban Commercial (SC) to High-Density Residential (HR).

Direct-to-Ordinance Zoning Map Amendments are evaluated based on three findings, enumerated in Flagstaff Zoning Code Section 10-20.50.040.F.1.a. These three findings are listed below, along with a discussion of how the Project satisfies all three.

***(1) The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans.***

*Regional Plan Analysis*

Lone Tree Ranch is consistent with and conforms with the goals of Flagstaff Regional Plan 2030 in myriad ways. It is also consistent with the density contemplated by its Existing Suburban Designation in the Future Growth Illustration. More specifically, the Project proposes 168 units in total. When deflated by the 45% bonus allowed for Category 1 Affordability under Table 10-30.20.050.A of the Flagstaff Zoning Code, the "Affordable Unit

Count" rounds up to 116.[1] And when this Affordable Unit Count is distributed across the Property's 8.51 acres, the Project's proposed density rounds down to 13 du/ac, which conforms with the Regional Plan's density cap.[2]

Furthermore, the Project *strongly* supports the Plan's housing, environmental, and complete-streets goals by (1) dedicating its units to low-income households, (2) incorporating energy efficient MEP specs, appliances, and finishes, and (3) facilitating transit-access (respectively). As discussed in greater detail below, many of this Project's characteristics are expressly encouraged by the Regional Plan—indicating strong alignment with Flagstaff's long-term vision.

*Suburban Land Use Designation Analysis*

Lone Tree Ranch is fully consistent with the Suburban Land Use Designation outlined in the City of Flagstaff Regional Plan. The project's design is medium-density conforming to the density cap as mentioned above. The project remains compatible with the surrounding suburban character through thoughtful massing, scale, and site organization. Buildings are thoughtfully arranged and connected by pedestrian-friendly paseos, creating a community-oriented environment rather than an urban block pattern.

The project balances compact development with ample green space and buffers, integrating native landscaping and recreational amenities that reflect the natural setting. Access to transit, trails, and nearby employment centers supports multimodal connectivity, an essential element of suburban development that reduces vehicle dependency while maintaining neighborhood livability.

We're helping meet Suburban Area Policies such as Policy LU.5.2., Policy LU.5.3., Policy LU.6.1., Policy LU.6.4., Policy LU.13.4., and Policy LU.13.9. which will be further outlined in the next section.

Regional Plan Goals and Policies

Goals are organized by Regional Plan 2030's relevant chapters.

*Environmental Planning and Conservation*

The project lowers operational emissions through high-efficiency building systems and fixtures, and EV-ready parking to accelerate clean mobility. Safe multimodal links to nearby transit and trails are integrated to reduce vehicle miles

[1] $(^{168}/_{1.45} = 115.86)$.

[2] $(^{116}/_{8.51} = 13.6)$.

traveled, while drought-tolerant landscaping and efficient irrigation cut embodied and operating energy tied to water use.

All exterior lighting will comply with the City's Outdoor Lighting Standards. Pole heights are kept as low as practical, façade up-lighting is avoided, and motion controls/curfews are used in parking and walkway areas to limit skyglow and light trespass. The building exteriors will also implement a darker earth-toned color palette that absorbs light rather than reflects it.

The landscape palette will prioritize regional natives and adaptive species with select edible trees/shrubs where appropriate. Turf is minimized and efficient irrigation methods will be implemented.

Relevant Environmental Planning and Conservation Goals and Policies

- **Goal E&C.2.** Achieve carbon neutrality for the Flagstaff community by 2030.
  **Goal E&C.5.** Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- **Policy E&C.6.8.** Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.

*Open Space*

Perimeter landscaping along Pine Knoll/Lone Tree create a native, drought-tolerant buffer that softens views, screens parking, and provides separation from adjacent uses. Building placement preserves sightlines through the site and provides a smooth transition from the urban edge to nearby natural areas while respecting cultural and scenic resources.

Connection to the nearby FUTS path and a network of internal paths link residents to sidewalks, trails, transit, and on-site amenities, encouraging walking and biking over short car trips. Passive and active outdoor spaces scattered throughout the site with carefully placed seating invite quiet interaction with nature and a tranquil experience.

Our on-site outdoor spaces bring the character of Flagstaff's open spaces into daily life, visible from stoops, balconies, and community entries. Low-impact

design—native plantings, shade trees, and modest, shielded lighting—blends with the architecture to create a cohesive, nature-forward residential environment.

Relevant Open Space Goals and Policies

- **Policy OS.1.3.** Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.
- **Policy OS.1.4.** Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- **Policy OS.1.5.** Integrate open space qualities into the built environment.

*Water Resources*

The site design will apply the City's Low Impact Design Manual to manage stormwater. These measures improve flood attenuation and water quality, promote groundwater recharge, and enhance on-site open space with native, pollinator-supportive plantings. During construction, a SWPPP, limited disturbance zones, soil protection/de-compaction, and preserved vegetation reduce erosion, sedimentation, and compactions supporting long-term watershed health and biodiversity. The project integrates distributed LID features so stormwater is treated as a resource rather than a waste stream. Access to the FUTS network via our on-site path provides residents with great access to wildlife observation opportunities.

Relevant Water Resources Goals and Policies

- **Policy WR.5.2.** Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- **Policy WR.5.7.** Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.
- **Policy WR.6.4.** Encourage low-impact development strategies.

*Energy*

The site plan orients primary walkways to Lone Tree Road and Pine Knoll Drive to provide short, ADA-compliant routes to existing bus stops, with space reserved for a future sheltered bus stop and real-time transit info in the clubhouse.

A multi-use path connects directly to the FUTS network and streets, while secure, covered bike parking and short-term racks at amenities support everyday riding. Drive-aisle traffic calming and clear sightlines at crossings improve cyclist safety and comfort.

Shaded, accessible sidewalks loop the site and link buildings to green spaces, play areas, and the public frontage, with crosswalks and proper signage at driveway intersections to slow vehicles. Well maintained paths, shade trees, and weather-protected entries promote comfortable, year-round walking—making on-site errands and nearby destinations feasible without a car.

The project incorporates cost-effective and energy-efficient MEP specs, appliances, and finishes to reduce electric and water consumption in order to conserve natural resources and financially support the project. The project will also be all-electric. This brings the project and community closer to carbon neutrality.

Relevant Energy Goals and Policies

- **Policy E.1.4.** Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.
- **Policy E.1.5.** Promote and encourage the expansion and use of energy-efficient modes of transportation:
    (1) Public transportation
    (2) Bicycles
    (3) Pedestrians
- **Policy E.1.7.** Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.
- **Policy E.1.10.** Incentivize energy efficiency and renewable energy technologies in construction projects.

*Community Character*

Building articulation, materials, and colors are drawn from the surrounding natural environment, allowing the architecture and landscape features to blend well with the surrounding nature. Earth-toned facades and siding, roofing choices, and material selection along with dark-sky compliant lighting echo long-standing regional cues, ensuring the project complements rather than competes with Flagstaff's established character. You'll see these material and color selections in our proposed elevations submitted with the project.

Although no known cultural or archaeological resources are located on the site, the project will follow City and State protocols for discovery during construction. Should any cultural materials be encountered, work will stop immediately, and appropriate authorities will be notified. This proactive approach demonstrates the project's respect for Flagstaff's heritage and its commitment to cooperation with relevant agencies and organizations to preserve the community's cultural identity.

Lone Tree Ranch achieves balance between the natural and built settings by concentrating density in a compact footprint while preserving generous landscape buffers and outdoor uses. The project maintains a strong ecological and aesthetic connection to its environment.

Internal streets and parking areas are designed to be safe, attractive, and pedestrian-friendly, with shaded sidewalks, clearly marked crosswalks, and landscaping that provide shade and improve aesthetics. Together, these features ensure that vehicular areas support, rather than dominate, the human-scale experience and visual quality of the development.

Relevant Community Character Goals and Policies

- **Policy CC.1.2.** Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.
- **Policy CC.2.1.** Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.
- **Goal CC.3.** Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.
- **Policy CC.4.3.** Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.
- **Policy CC.4.4.** Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

*Growth Areas and Land Use*

As a suburban infill development, Lone Tree Ranch reduces the cost and environmental impact of providing services in comparison to peripheral expansion. We are also providing a Natural Resource Protection Area in-line with the city fire

code to preserve the natural environment as much as possible. As an affordable multifamily project in its suburban context, it also represents compact development that provides a variety of housing types to the Flagstaff community. This is especially impactful considering the Property's proximity to Mountain Line Routes 4 and 14 providing public transit access in a suburban area. Furthermore, the Project is highly amenitized, thereby providing social and recreational opportunities to its residents. The projects medium density between a suburban and commercial area provides a smooth transition between higher intensity and lower intensity uses and provides great access to the nearby commercial areas for work and shopping. It also fills a significant supply gap of high quality, affordable housing units helping the city address its Housing Emergency and fill in a price point that is hard to come by for many hardworking Flagstaff residents that have been priced out over the years. In short, Lone Tree Ranch will develop a vacant parcel to meet numerous needs of Flagstaff residents.

Relevant Growth Areas and Land Use Goals and Policies

- **Policy LU.1.3.** Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.
- **Policy LU.1.6.** Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- **Policy LU.3.4.** Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.
- **Policy LU.5.2.** Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- **Policy LU.5.3.** Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- **Policy LU.6.1.** Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- **Policy LU.6.4.** Provide appropriate recreational and cultural amenities to meet the needs of residents.
- **Policy LU.13.2.** Consider public transit connections in suburban development.
- **Policy LU.13.4.** Plan suburban development to include a variety of housing options.

- **Policy LU.13.9.** Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks and neighborhoods.
- **Policy LU.18.4.** Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- **Policy LU.18.6.** Support increased densities within activity centers and corridors.

*Transportation*

Lone Tree Ranch reduces congestion and emissions by prioritizing transit, walking, and cycling. The project's internal circulation directs residents toward existing bus stops, with potential for a future sheltered stop at the Lone Tree frontage. A multi-use path connects directly to the Flagstaff Urban Trail System (FUTS), while internal bike lanes and traffic calming encourage cycling. Pedestrian loops and shaded paths make walking convenient and comfortable, supporting a truly walkable community design.

Entries and internal streets are designed with appropriate lighting, crosswalks, and landscape buffers to accommodate pedestrians, cyclists, and vehicles safely.

We have sidewalks that meet ADA slope and clearance requirements and connect seamlessly to Pine Knoll Drive, Lone Tree Road, and the FUTS network. Pedestrian refuge zones and enhanced paving at drive aisles improve crossing safety, while shaded tree canopy and site furnishings promote year-round usability for all residents, including those with mobility impairments.

The project contributes to Flagstaff's comprehensive bikeway plan by providing direct trail frontage, bicycle parking, and connections to regional destinations such as NAU, Arroyo Park, and nearby commercial corridors. These linkages integrate Lone Tree Ranch into the citywide network.

<u>Relevant Transportation Goals and Policies</u>

- **Policy T.3.8.** Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.
- **Policy T.4.2.** Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.
- **Policy T.5.1.** Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

- **Policy T.6.2.** Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

*Neighborhoods, Housing, and Urban Conservation*

The Project provides 168 units at 60% AMI, which directly implements several of the Regional Plan's housing strategies. Furthermore, the mix of unit types allows families to have the space they need without being financially burdened by high rents or a mortgage on a home. This is difficult to find in any market as many new apartments are smaller and targeted at young professionals. More specifically, the variety of multifamily rental units at affordable price points will provide housing opportunities for an underserved economic sector. The project will meet ADA and Section 504 design standards ensuring that housing barriers for persons with disabilities in the community are avoided. The project will also incorporate access to public transit with paths to the bus stop immediately adjacent to the property. The developer has also held a neighborhood meeting addressing the existing residents in the neighborhood's concerns and we received no opposition or complaints.

Relevant Neighborhoods, Housing, and Urban Conservation Goals and Policies

- **Goal NH.3.** Make available a variety of housing types at different price points, to provide housing opportunity [sic] for all economic sectors.
- **Policy NH.3.1.** Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- **Policy NH.3.3.** Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
- **Policy NH.3.5.** Encourage and incentivize affordable housing.
- **Policy NH.4.3.** Address accessibility issues and other housing barriers to persons with disabilities or special needs.
- **Policy NH.4.6.** Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
- **Policy NH.6.1.** Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

*Economic Development*

Lone Tree Ranch strengthens the Pine Knoll/Lone Tree corridor through high-quality frontage improvements—layered native landscaping, shaded sidewalks, and pedestrian-scaled lighting—that create an attractive gateway experience for residents and visitors. Architectural massing, material palette, and monument signage provide a refined, cohesive appearance that elevates the corridor's visual quality, signaling the City's commitment to thoughtful investment and making the area appealing to employers and workforce alike.

As an infill project on a strategically located site near NAU and transit, Lone Tree Ranch makes efficient use of existing infrastructure while adding critically needed affordable housing in close proximity to jobs, education, and services. The project supports compact growth patterns, minimizes sprawl, and aligns with City economic and environmental goals by leveraging underutilized land to meet housing demand, stimulate neighborhood reinvestment, and support local businesses through increased foot traffic and transit ridership.

Relevant Economic Development Goals and Policies

- **Policy ED.7.4.** Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.
- **Goal ED.9.** Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals.

Policy Assessment

In addition to discussing the goals of the Regional Plan, the City also requests an assessment of some of the policies not supported by approval of this Zoning Map Amendment request. LAC strives to meet the goals and policies of the Regional Plan, and the Project recognizes the importance of cooperation between public interest and private development.

Although Lone Tree Ranch meets most of the Regional Plan's goals and Policies, parts of the Regional Plan simply do not apply to the Project—or the overall intent of the goal is met, but certain policy details cannot practicably be met. The following list provides a sample of some of the unsupported policies.

**Policy OS.1 – Open Space Goals and Policies:**

As an infill development within an already developed corridor, the site does not provide large natural open space; however, the Project integrates green infrastructure, outdoor amenities, and native landscaping to create smaller-scale open areas.

**Policy WR.5.1 – Preserve and restore existing natural watercourse corridors, including the 100-year floodplain.**

The property is outside of a FEMA-designated floodplain, so the policy does not apply. Stormwater is fully managed on-site through underground detention and LID features.

**Policy E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.**

The property does implement energy efficient MEP specifications, materials, appliances, and building practices, but the project can no longer feasibly incorporate rooftop or carport solar to offset energy consumption with the phasing out of the Solar Investment Tax Credit.

Specific Plan Analysis

Lone Tree Ranch is consistent with the goals of Flagstaff's Lone Tree Corridor Specific Plan. Although this Specific Plan only covers the Property's frontage with Lone Tree Road and is primarily concerned with transportation infrastructure, it specifically contemplates affordable housing being located along the Lone Tree Corridor. As a 100% affordable development, Lone Tree Ranch will help this aspirational goal become a reality. No other specific plan applies to the Property.

***The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.***

Lone Tree Ranch is designed to protect public health and safety by meeting all current building, fire, and accessibility codes, including providing a fully looped water main with adequate fire flow, fire apparatus access routes maintained during construction, and dark-sky compliant lighting for resident security without adding glare to the surrounding neighborhood. The site will incorporate a robust stormwater management system, reducing localized flooding and improving downstream water quality.

The Project enhances community convenience by delivering 168 units of affordable family housing within walking distance of NAU, Arroyo Park, and transit stops, thereby shortening commute distances and providing access to employment, education, and services. Its internal sidewalks, bike facilities, and transit connectivity promote safe multimodal transportation options for residents and neighbors alike.

By redeveloping an underutilized infill parcel with high-quality, long-term affordable housing, Lone Tree Ranch advances the General Plan's goals for compact growth, housing diversity, and sustainability. The inclusion of energy efficient building materials and specs, native landscaping, and open space amenities creates a healthy living environment and sets a precedent for environmentally responsible multifamily design in Flagstaff.

***The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located*.**

The 8.49-acre parcel is a regular, relatively flat infill site with frontage along Pine Knoll Drive, providing excellent access and visibility while buffering nearby neighborhoods. Its "H-shaped" building configuration, internal drive aisles, and centrally located courtyards maximize usable open space, optimize solar orientation, and break up massing, making the project well-scaled for its surroundings.

Lone Tree Ranch will operate as a professionally managed, affordable family community with on-site leasing and maintenance staff, controlled access, and robust amenity spaces. Parking is provided at a ratio of 1.7 spaces per unit, minimizing spillovers into surrounding streets, and internal circulation is designed for safe, low-speed vehicle movement.

The site layout provides a fully connected loop road with adequate turning radii for fire apparatus and designated fire lanes adjacent to all buildings. During construction, temporary fire access routes will be maintained and coordinated with Flagstaff Fire Department.

Crime prevention design principles are applied with well-lit walkways (dark-

sky compliant), clear sightlines, and active amenity spaces that promote natural surveillance. These measures enhance security and support police response when needed.

All utilities are designed to connect to existing mains in Pine Knoll Drive and Lone Tree Road. Schools, solid waste collection, and transit service are already in place within the urban service area, meaning no extraordinary public investment is required to serve the project.

By meeting or exceeding all City design standards, providing appropriate circulation and emergency access, and ensuring adequate public services, the project will not endanger or jeopardize adjacent properties. Instead, it redevelops an underutilized parcel in a way that strengthens neighborhood character and delivers affordable housing consistent with the City's General Plan.

## V. Conclusion

Lone Tree Ranch represents a significant step toward addressing Flagstaff's urgent need for quality, long-term affordable housing. The project will deliver 168 income-restricted apartment homes in a thoughtfully designed, pedestrian-oriented community that aligns with the City's goals for compact growth, sustainability, and multimodal connectivity. By redeveloping an underutilized parcel, Lone Tree Ranch leverages existing infrastructure, reduces vehicle miles traveled, and provides safe, transit-accessible homes for working families, students, and essential workers.

In addition to its affordability commitment, the project offers meaningful public benefit through its sustainable design, native landscaping, and accessible open space amenities. Lone Tree Ranch not only fills a critical housing gap but also enhances the corridor and sets an example for high quality, environmentally responsible, and socially inclusive development. We respectfully request City staff's support and a favorable recommendation to move this important project forward for the benefit of the entire Flagstaff community.

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Alaxandra Pucciarelli, Current Planning Manager

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

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**TITLE:**

**Consideration and Adoption of Ordinance No. 2026-05:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to Direct to Ordinance Zoning Map Amendment to rezone approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive

**STAFF RECOMMENDED ACTION:**

1. Read Ordinance No. 2026-05 by title only for the final time
2. City Clerk reads Ordinance No. 2026-05 by title only (if approved above)
3. Adopt Ordinance No. 2026-05

**Executive Summary:**

Direct to Ordinance Zoning Map Amendment, by Lincoln Avenue Communities, of approximately 8.51 acres located at the northeast corner of Lone Tree Road and Pine Knoll Drive to allow the construction of a 168-unit multi-family residential development, consisting of 100% Affordable units. The proposed development consists of four three/four-story apartment buildings, a clubhouse, outdoor amenities, and on-site surface parking.

The proposed development site consists of three parcels. Two of the parcels are zoned High Density Residential (HR) with the Resource Protection Overlay (RPO), and the third is zoned Suburban Commercial (SC) with the RPO. The request is to rezone all three parcels to the HR zone with the RPO and remove conditions of the prior rezoning ordinance

The Flagstaff Planning & Zoning Commission conducted a public hearing to consider the Zoning Map Amendment request on February 11, 2026. The commission voted unanimously (4-0) to recommend approval subject to the conditions in the report.

**Financial Impact:**

No financial impacts are anticipated with this request.

**Policy Impact:**

No policy impacts are anticipated with this request.

**Previous Council Decision or Community Discussion:**

In 1997, City Council approved a zoning map amendment for approximately 20 acres located at 2000 S Lone Tree Road. The three parcels that comprise the current request were rezoned from Rural Residential to High Density Residential (18.31 acres) and Suburban Commercial (1.67 acres) to support the development of a small commercial area along Lone Tree Road and various residential developments.

**Options and Alternatives to Recommended Action:**

The City Council may adopt, modify, or deny the proposed Direct to Ordinance Zoning Map Amendment.

The Planning & Zoning Commission recommends the following five conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated November 14, 2025, unless modified as provided for in the Lone Tree Ranch Development Agreement. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Lone Tree Ranch Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the zoning (including conditions) established in the 1997 rezoning, in accordance with A.R.S. § 9-462.01.
5. The approval of this ordinance will have the effect of rescinding the prior rezoning ordinance (Ord. No. 1943) as it relates only to parcels 104-14-003G, 104-14-003H, and 104-14-003J, unless the zoning is reverted as set forth in condition 4 above.

**Background and History:**
In 1997, approximately 20 acres located at 2000 S Lone Tree Road were rezoned from Rural Residential to High Density Residential (18.31 acres) and Suburban Commercial (1.67 acres) to support the development of a small commercial area along Lone Tree Road and various residential developments. The current proposed development occupies tracts B, C, and D of the Woods at Clear Creek subdivision (APNs 104-14-003G, 104-14-003H, and 104-14-003J). The 1997 rezoning ordinance conditioned development of these tracts as follows: Tract B to Office use only, and the elevations must conform to those submitted with the rezone; Tract C to 32 Townhomes, and Tract D to 72 Condominiums that shall be "for sale," with 17 units to be set aside as "Affordable Housing Units."

**Connection to PBB Priorities and Objectives:**
Livable Community:

- Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities
- Provide amenities and activities that support a healthy lifestyle

**Connection to Regional Plan:**
An analysis of the Regional Plan goals and policies is included in the attached Planning and Zoning Commission staff report.

**Connection to Carbon Neutrality Plan:**
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

**Connection to 10-Year Housing Plan:**
Create 2.2: Identify suburban areas to support greater density and intensity of development

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**Attachments:**
Presentation
Ord. 2026-05
Exhibit A Legal Description
Exhibit B Zoning Map Amendment
FINAL Lone Tree Ranch Development Agreement
Comparison DA from Draft to Final
Staff Report
Application
Vicinity Map

Project Narrative & Regional Plan Analysis
Citizen Participation Plan and Report
Arch Site Plan, Floor Plans, Elevations
Civil Plans
Landscape Plans
Resource Protection Plan

# Lone Tree Ranch

## Direct to Ordinance
## Zoning Map Amendment


**Alaxandra Pucciarelli**
**Current Planning Manager**


CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

# Request Overview

- Direct to Ordinance Zoning Map Amendment request to rezone one parcel, approximately 1.67 acres, from the Suburban  Commercial (SC) zone with the Resource Protection Overlay (RPO) parcel to the High Density Residential (HR) with the RPO
- Request to remove the conditions required of the 1997 zoning ordinance from all three parcels
- Prior Rezone conditions:
  - Tract B for Office use only, Tract C for 32 Townhomes, Tract D for 72 Condos

# Vicinity Map

# Proposal:

## Zoning:

- HR zone

## Development:

- 4 three/four-story buildings
- Parking
- Club House

# Proposed Density

## Policy:

- HR zone allows 10-22 units per acre in RPO
- Regional Plan supports 2-13 units per acre in Suburban Neighborhood area type

## Proposed:

- 116 units on 8.51 acres results in 13.6 units per acre
- Affordable Housing density may provide a 45% density bonus = 52 additional units
- 168 total proposed units

# Affordable Housing Units

- 100% of units to be rental units for households earning, on average, up to 60% AMI

# Proposed Unit Mix

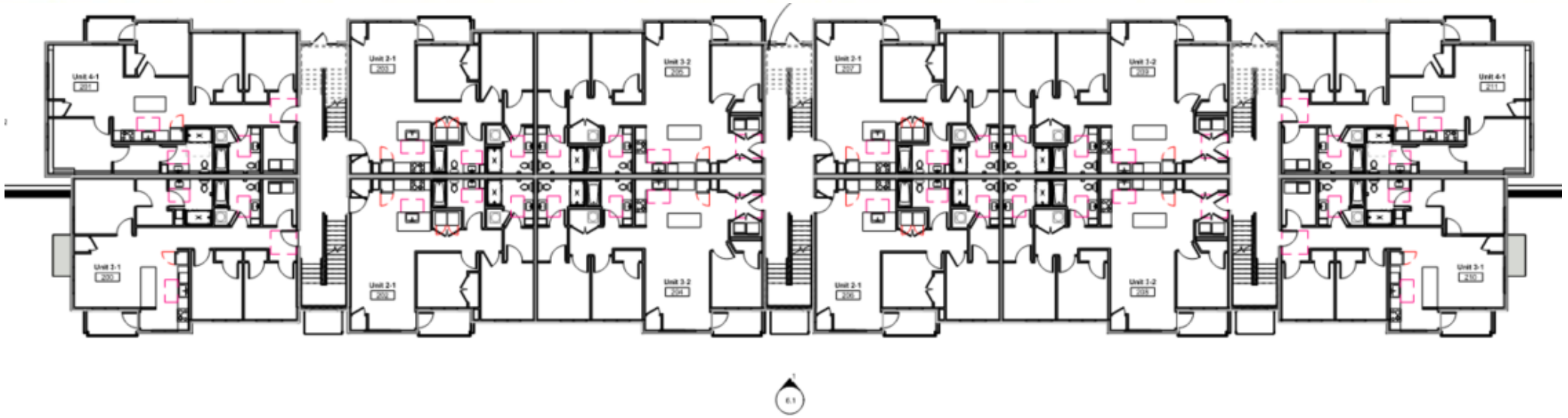
| Unit Type | Total Units | Total Bdrms |
|---|---|---|
| 2 Bed/2 Bath | 56 | 112 |
| 3 Bed/2 Bath | 88 | 264 |
| 4 Bed/2 Bath | 24 | 96 |
| Total | 168 | 472 |

# Site Plan Review

## Application for Site Plan Review

- Approved on November 14, 2025
- Subject to approval of Direct to Ordinance Zoning Map Amendment and Modifications to Development Standards
  - Eliminate the “building forward” design guideline
  - Adjust the number of parking stalls between landscape islands
  - Increase the permissible height of retaining walls
  - Decrease the required recess depths along primary façade planes
  - Allow windows to be installed flush
  - Reduce the number of required landscape trees

# Proposed Floor Plan - Apartment

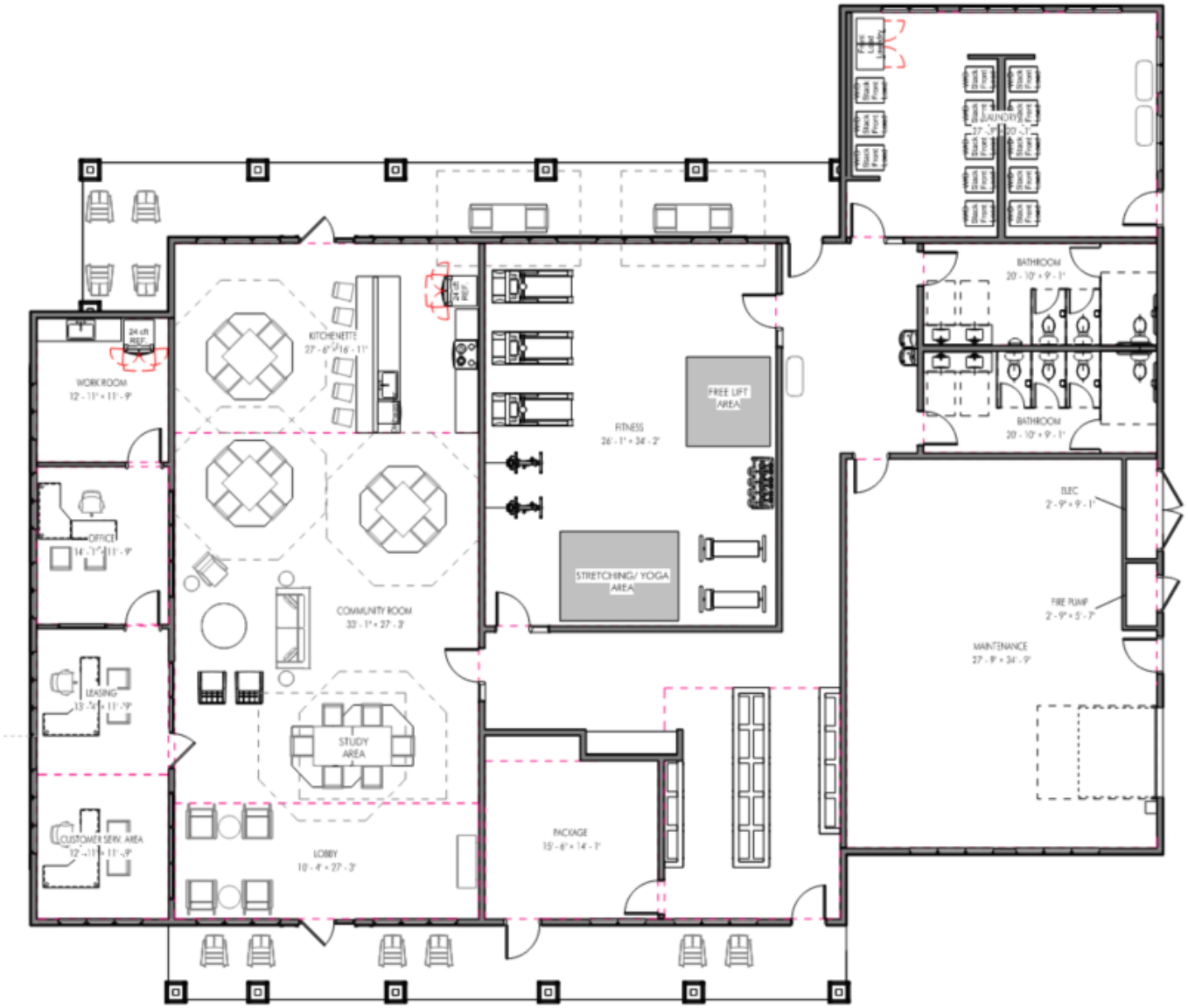


Level 1 -Site Plan Review
3/32" = 1'-0"

# Proposed Elevation - Apartment

3 Elevation - Plan West
3/32" = 1'-0"

# Proposed Floor Plan – Club House



# Proposed Elevation – Clubhouse

# Resource Protection

## Tree Resources

- Requires 50% of tree canopy to be saved
- Incentive allows reduction to 25%
- Proposal: 26%

## Steep Slope Resources

- Requires 70% of slope to be saved
- Proposal: 93%

# Common Space

- Requires 15% (55,605 sq ft)
- Provides 24% (87,556 sq ft)

# Pedestrian & Bicycle Facilities

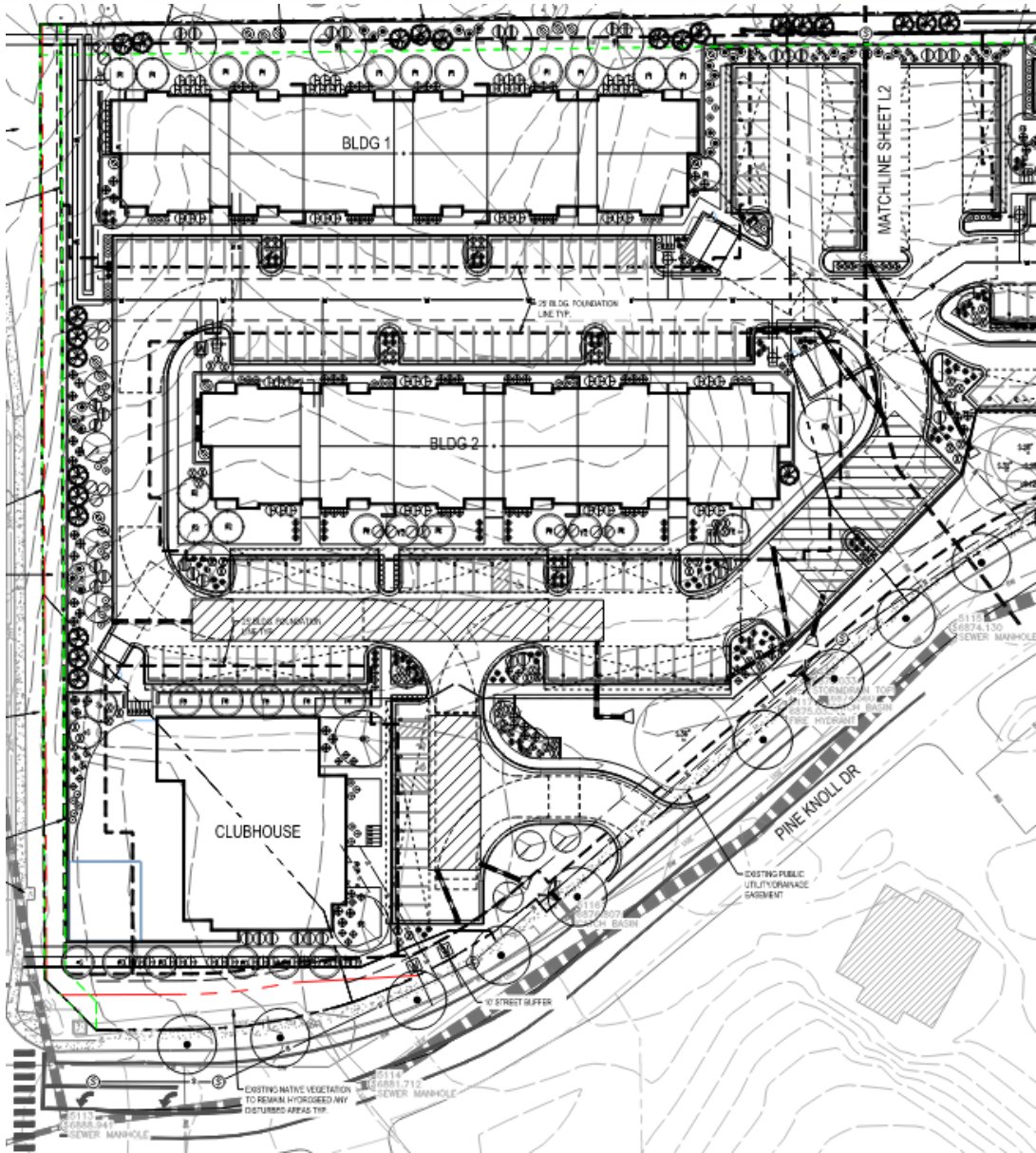
## Alternate Transportation

- Sidewalks
- Bike Racks
- FUTS
- Bus Stop

# Landscaping

## Concept Landscape Plan

- Generally meets requirements
  - Street Buffer
  - Parking Lot
  - Peripheral Buffer
  - Building Foundation
- Affordable Housing incentives
- Final landscaping will be reviewed at Civil Plan Submittal



# Parking

## On-site Parking

- Required parking per unit based on bedrooms (306 spaces)
- 15% transit reduction for Affordable Units (260 spaces)
- 286 provided spaces, including 9 ADA spaces (8 required)
- Option of covered parking

# Public Systems Impact Analysis

## Traffic/Right-of-Way Impact

- Additional ROW dedications for frontage improvements
- Gate design to prevent interference on Pine Knoll
- FUTS grading

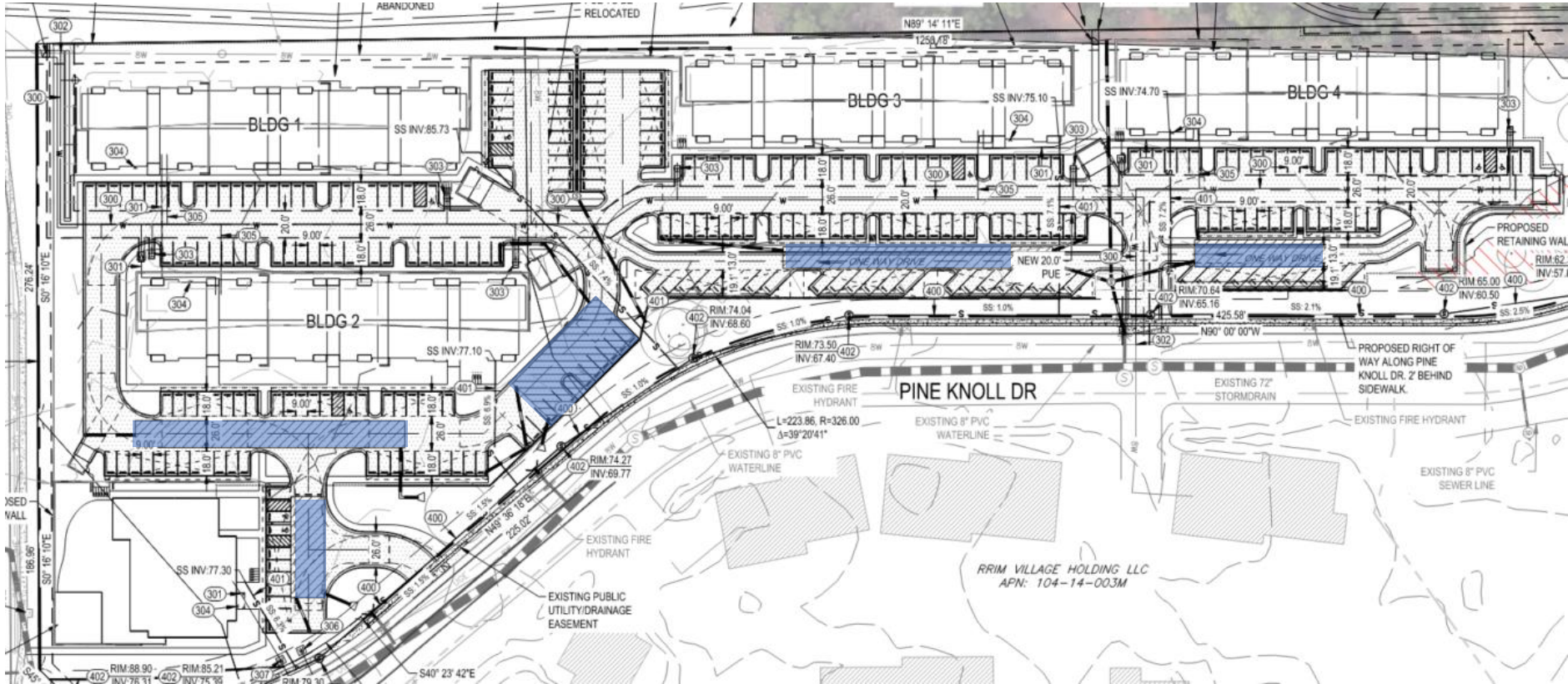
## Water and Wastewater Impact

- Water and Sewer Impact Analysis (WISA) completed
  - No major off-site improvements required
  - Wildcat Interceptor Upsizing project must be completed

# Public Systems Impact Analysis

## Stormwater Analysis

- Drainage Report was required
- Use of underground basins



# Findings

## Finding #1: Conformance with the General Plan

- Existing Suburban Area
- Regional Plan density: 2-13 units per acre (13.6 found to be in general conformance)
- Supports housing goals
- Supports transportation goals

## Finding #1: Finding is met

# Findings

## Finding #2: Community Benefits and Public Good

- Provides 168 Affordable Units
- Located within walking distance of NAU, Arroyo Park, and transit stops
- Infill parcel meets goals of compact growth, housing diversity, and sustainability

## Finding #2: Finding is met

# Findings

## Finding #3: Site is Physically Suitable

- Meets applicable codes and requirements
- Mitigates any impacts determined by impact analyses

## Finding #3: Finding is met

# Development Agreement

## Purpose of the agreement:

- Affordable Housing commitment
- Affordable Housing Incentives
- Development Standards Modifications
- Commitment to grade future FUTS
- ROW dedications
- Gate and access control conditions

# Citizen Participation

## Neighborhood Meeting

- November 17, 2025
  - 4 individuals attended
- The requirement for a second meeting was waived by Staff
- Staff has not received any comments to date

# Recommendation

## The Planning & Zoning Commission, by unanimous vote (4-0) and in accordance with the findings presented, recommends the City Council approve Zoning Map Amendment PZ-24-00224-04 subject to the following five conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated November 14, 2025, unless modified as provided for in the Lone Tree Ranch Development Agreement. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

3. All terms, conditions, and restrictions detailed within the Lone Tree Ranch Development Agreement, as amended, must be fully satisfied.

4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the zoning (including conditions) established in the 1997 rezoning, in accordance with A.R.S. § 9-462.01.

5. The approval of this ordinance will have the effect of rescinding the prior rezoning ordinance (Ord. No. 1943) as it relates only to parcels 104-14-003G, 104-14-003H, and 104-14-003J, unless the zoning is reverted as set forth in condition 4 above.

**ORDINANCE NO. 2026-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 8.51 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF LONE TREE ROAD AND PINE KNOLL DRIVE (APNS 104-14-003G, 104-14-003H, AND 104-14-003J), FROM THE SUBURBAN COMMERCIAL (SC) AND HIGH DENSITY RESIDENTIAL (HR) ZONES WITH THE RESOURCE PROTECTION OVERLAY (RPO) TO HIGH DENSITY RESIDENTIAL (HR) ZONE WITH THE RESOURCE PROTECTION OVERLAY (RPO) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, Lincoln Avenue Communities ("the Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 8.51 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Suburban Commercial (SC) zone and the High Density Residential (HR) zone in the RPO to the High Density Residential (HR) zone in the RPO for purposes of developing a multi-family residential development with 168 proposed dwelling units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted a neighborhood meeting on November 17, 2025 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on February 11, 2026, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Direct to Ordinance Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the

proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the Regional Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Suburban Commercial (SC) zone and High Density Residential (HR) zone in the RPO to the High Density Residential (HR) zone in the RPO as set forth in “Exhibit B”, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2026-12 on March 17, 2026 and should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant’s satisfaction of the following conditions:

CONDITIONS:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated November 14, 2025, unless modified as provided for in the Lone Tree Ranch Development Agreement. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Lone Tree Ranch Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City

may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the zoning (including conditions) established in the 1997 rezoning, in accordance with A.R.S. § 9-462.01.

5. The approval of this ordinance will have the effect of rescinding the prior rezoning ordinance (Ord. No. 1943) as it relates only to parcels 104-14-003G, 104-14-003H, and 104-14-003J, unless the zoning is reverted as set forth in condition 4 above.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of March, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description
Zoning Map

**Title No. 55479**

## EXHIBIT A – Description of Premises



Tracts "B", "C" and "D" as shown on the plat for Woods at Clear Creek as recorded in Case 8, Map 25, records of Coconino County, Arizona.

For Information Only: Said premises are described as 702 E Pine Knoll Drive, Flagstaff, AZ 86001; 778 E Pine Knoll Drive, Flagstaff, AZ 86001; 900 E Pine Knoll Drive, Flagstaff, AZ 86001 and are designated as Tax Identification Nos. 10414003G, 10414003H and 10414003J on the Tax Map of Coconino County, AZ.



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Current Zoning: Suburban Commercial (SC) zone and High Density Residential (HR) zone in the Resource Protection Overlay (RPO)

Prepared February 19, 2026

# Amended Zoning: High Density Residential (HR) zone in the Resource Protection Overlay (RPO)

Prepared February 19, 2026

Upon recording return to:
City Clerk
City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001

# DEVELOPMENT AGREEMENT

**between**

**CITY OF FLAGSTAFF**

**and**

**LONE TREE RANCH, L.P.**

**for**

**LONE TREE RANCH**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of _____ __, 2026, by and between Lone Tree Ranch, L.P., an Arizona limited partnership ("**Developer**") and the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona (the "**City**"). City and Developer may be referred to in this Agreement as "**Party**" in the singular, and collectively as the "**Parties**."

## RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate development of property.

B. Developer is developer of approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive, legally described in Exhibit A (the "**Property**").

C. Developer desires to undertake entitlement, permitting, and related activities to develop the Property for use as an affordable multi-family community (the "**Project**").

D. To facilitate development of the Project, Developer has requested that the City process Direct-to-Ordinance Zoning Map Amendment PZ-24-00224-04 to rezone the Property from High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO) to High-Density Residential – Resource Protection Overlay only.

E. The Parties desire to enter into this Agreement to facilitate development of the Project, as generally (i) depicted on the Civil Site Plan included with PZ-24-00224-03, dated October 2025 and attached to this Agreement as Exhibit B (the "**Site Plan**") and (ii) described in

the Project Narrative included with PZ-24-00224-04, dated October 2025 and attached to this Agreement as Exhibit C (the "**Narrative**").

F. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

G. Developer desires to respond to the City's "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing affordable housing options.

H. The City has an interest in ensuring that development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

I. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in general conformance with this Agreement.

J. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision of A.R.S. § 9-500.05.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. **RECITALS & EXHIBITS**. The foregoing recitals and attached Exhibits are material to this Agreement and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

2. **DEFINITIONS**. Unless context clearly indicates otherwise, the following terms shall have the meaning set forth below.

**2.1 "Certificate of Occupancy"** means a document issued by an authorized City official (i) setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements and (ii) affirming that such a building may be used for the purpose(s) stated therein.

**2.2 "City"** means the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona, as stated in this Agreement's preamble, as well as any successor public body or entity.

**2.3 "Developer"** means Lone Tree Ranch, L.P. an Arizona limited partnership, as stated in this Agreement's preamble, as well as any subsequent "Developer" as contemplated

in Section 8.14 of this Agreement.

**2.4 "Incentive"** means any regulatory flexibility, deviation, reduction, waiver, bonus, or other benefit granted by the City to Developer pursuant to this Agreement and applicable provisions of the City Code, including, without limitation, adjustments to development standards, density, design requirements, landscaping requirements, parking, or other zoning or land use regulations, in exchange for the public benefits and commitments provided by Developer under this Agreement. More than one Incentive may be referred to collectively as the "Incentives."

**2.5 "Project"** means development of an affordable multi-family community on the Property, as stated in this Agreement's recitals. The Project shall generally conform with the uses, intensities, and densities shown on the Site Plan and described in the Narrative, as conditioned by Ordinance No. 2026-05.

## 3. ENTITLEMENTS.

**3.1 Zoning Map Amendment**. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the Ordinance No. 2026-05 (the "**Ordinance**"), this Agreement, the Site Plan, including any approved minor modifications to development standards or engineering variances (collectively, the "**Entitlements**"). In addition to the provisions for reversion set forth in the Ordinance and the Flagstaff City Code, the Developer's failure to obtain a Certificate of Occupancy for the Project within five (5) years of the effective date of the Ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the High Density Residential zoning on the Property to its former zoning classification of Suburban Commercial (SC) and High Density Residential (HR) with Resource Protection Overlay and with conditions, in accordance with Arizona Revised Statutes § 9-462.01.

**3.2 Zoning**. Developer intends to develop the Property for use as an affordable multi-family residential community. The Property is currently zoned High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO). Developer has requested that the Property be zoned solely to High Density Residential – Resource Protection Overlay (HR-RPO) pursuant to Zoning Map Amendment Application No. PZ-24-00224-04. Upon approval of the Ordinance, any zoning regulations, conditions, or requirements imposed on the Property by any prior rezoning ordinance(s) shall be superseded and rescinded as set forth therein.

**3.3 Development Standards**. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards (collectively, the "**Applicable Standards**") in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the Applicable Standards in effect at the time of application shall apply. Notwithstanding the foregoing, the provisions, regulations, rules, and guidelines contained in the City Engineering Standards, Building Code, and Fire Code in effect at the time of application shall apply to all development applications.

4. **INCENTIVES**. In consideration of the terms, provisions, covenants, restrictions, and conditions set forth in this Agreement, the City hereby grants Developer the following Incentives for the use and benefit of the Project, which shall be in addition to, and not in limitation of, any other incentives, benefits, or programs for which Developer may otherwise be eligible. Notwithstanding any provision in this Section, changes to the Site Plan must comply with the provisions set forth in Section 5.2 of this Agreement.

**4.1 Resource Reduction Incentive**. The minimum preservation rate for forest resources on the Property shall be calculated using the rates applicable to residential zones found in Table 10-50.90.060.B.2.a of the Code, reduced by fifty percent (50%) as authorized under Table 10-30.20.040.B of the Code, resulting in a minimum required forest preservation rate of twenty-five percent (25%). Developer agrees to protect at least twenty-five percent (25%) of the forest resources on the Property, with trees located on steep slopes eligible to be counted toward such forest resources as permitted by the Code.

**4.2 Density Bonus Incentive**. The maximum allowed residential density on the Property shall be calculated using the density standards applicable to High-Density Residential (HR) Zoning Districts, found in Table 10-40.30.030.C of the Code, increased by forty-five percent (45%) as authorized under Table 10-30.20.050.A of the City Code and as limited by projected density for the Property in Regional Plan 2030. To conform with the restrictions in the Regional Plan, the Project is allowed to include no more than 168 dwelling units.

**4.3 Parking Incentive**. The minimum number of parking spaces applicable to the Project shall be calculated using the ratios applicable to affordable dwelling units found in Table 10-50.80.040.A of the Code, such that the required number of spaces for the Project is 306 parking spaces (the "Parking Requirement"). Pursuant to Section 10-30.20.040.B.3.b of the Code, the Parking Requirement shall be further reduced by fifteen percent (15%) because the Project is located within one quarter mile of a transit stop, such that the required number of spaces for the Project shall be 260 parking spaces under such reduction. Developer agrees to provide at least 260 parking spaces at the Project.

**4.4 Landscaping Incentive**. Pursuant to Section 10-30.20.040.B.5 of the Code, the required minimum number of planted trees across all applicable landscaping categories on the Property shall be reduced by ten percent (10%). Any additional landscaping reductions required by Developer shall be subject to approval as development standards modifications in accordance with the Code.

**4.5 Development Standards Modifications**. Upon Council approval, Developer shall be entitled to take the following adjustments of property development standards pursuant to Section 10-30.20.040.4 in connection with the Project.

**4.5.1 Site Layout and Parking.**

(a) Eliminate the "building forward" design guideline that calls for building fronts to be located at or near a sidewalk edge to allow parking between the Lone Tree Ranch's buildings and Pine Knoll Drive;

(b) Reduce the required parking stall width from nine (9) feet to approximately

eight (8) feet, six (6) inches to allow for shade canopy columns; and

(c) Adjust the number of parking stalls that may be aligned in a row before requiring a landscape island from eight (8) to twelve (12).

**4.5.2 Building and Architectural Standards.**

(a) Increase the permissible height of exposed or visible retaining walls from five (5) feet to thirteen (13) feet;

(b) Decrease the required recess depths along primary façade planes from approximately six (6) feet and eight (8) feet to approximately two (2) feet and four (4) feet;

(c) Allow windows to be installed in a single vertical plane with the building's exterior façade.

**4.5.3 Landscape Standards.**

(a) Reduce the number of trees installed on the Property from 175 to 120.

**5. DEVELOPMENT PLAN**.

**5.1 Development Plan**. Developer will construct a multi-family development, including any necessary onsite and offsite improvements, as generally set forth in the Site Plan approved by the City with conditions, subject to any minor modifications approved by the City and as set forth in impact analyses completed for the Project and approved by the City. The Project is further conditioned by the Ordinance, the Narrative, and this Agreement. The Project will consist of approximately one hundred sixty-eight (168) multi-family residential dwelling units, all of which will serve individuals earning 60% AMI or less for a minimum of thirty years.

**5.2 Modifications**. Development standards in the Site Plan may be modified through the minor modification process in Flagstaff Zoning Code Section 10-20.40.090. Further modifications may be considered and approved by the Director of Planning and Development Services if the proposed modifications do not alter the character of the development or significantly increase the development's transportation or utility impacts. Modifications permitted under this Section shall not require an amendment to this Agreement.

**6. OBLIGATIONS**.

**6.1 Flagstaff Urban Trail System**.

(a) If Developer constructs the Project, Developer shall dedicate an approximately five (5) foot wide pedestrian easement along the Property's northeastern boundary to accommodate development of the Flagstaff Urban Trail System ("**FUTS**"), as shown on the Site Plan. The location and extent of this easement may be modified by mutual agreement of the City's Planning and Development Services Director, the City

Engineer, and Developer at any time prior to construction of the Project.

(b) If Developer constructs the Project, Developer shall also cause, at Developer's sole expense, rough grading to occur on the City-owned parcel, assigned Coconino County APN 104-08-011A, to the Property's immediate north. This rough grading shall be adequate in both area and slope to accommodate the FUTS segment displayed on the Site Plan and shall be conducted concurrently with the Project's construction.

(c) The City shall provide any temporary construction easements needed by Developer to perform the rough grading required by Section 6.1(b).

**6.2 Rights-of-Way**. If Developer constructs the Project, Developer shall dedicate: (i) approximately one (1) foot of public right-of-way along Lone Tree Road, as shown on the Site Plan; (ii) approximately two (2) feet back-of-walk public right-of-way along Pine Knoll Drive, as shown on the Site Plan; (iii), right-of-way sufficient to accommodate a westbound right-turn lane on Pine Knoll Drive approaching Lone Tree Road, as shown on the Site Plan; and (iv) a twenty five (25) foot corner cut-off at the northeast corner of Pine Knoll Drive and Lone Tree Road.

**6.3 Affordable Housing**. In exchange for the Incentives described in Section 4, Developer shall provide one hundred percent (100%) of the total unit count within the Project as income-restricted rental units for households earning, on average, up to sixty percent (60%) of the Area Median Income ("**AMI**"), as defined by the United States Department of Housing and Urban Development, or its successors, with no single household exceeding one hundred percent (100%) of AMI (the "**Affordable Units**"). The Project shall be subject to the Low-Income Housing Tax Credit ("LIHTC") program for a minimum of thirty (30) years pursuant to that certain Land Use Restriction Agreement ("LURA"), as may be amended in accordance with its terms, approved by the Arizona Department of Housing and recorded against the Property as part of the LIHTC transaction. Developer will provide a copy of the LURA to the City within thirty (30) days of its recordation..

**6.4 Rental Management**. No lease or rental agreement for any of the Project's units shall be for less than thirty (30) days.

**6.5 Permits and Building Fees**. Notwithstanding Section 3.3 of this Agreement, Developer agrees and acknowledges that the fees in effect at the time of a submittal of an application or permit apply.

**6.6 Gates and Access Control**. Any driveway serving the Project that is controlled by a gate shall be designed and constructed such that entering vehicles fully clear the public roadway before stopping. Any such gate shall be operated by an automated access system to prevent vehicles entering from impeding cross traffic on a public roadway.

**6.7 Transit Easement**. If Developer constructs the Project, the City or its designated transit provider shall have the right to request, in writing, that Developer dedicate a public transit and pedestrian access easement (the "**Transit Easement**") sufficient in size to accommodate a sheltered bus stop where the current Mountain Line bus stop is generally

located north of the northeast corner of the intersection of Lone Tree and Pine Knoll. Upon receipt of such a request, Developer shall dedicate the Transit Easement, provided that (i) the existing right-of-way along Lone Tree Road is insufficient in size to accommodate a standard sheltered bus stop at the time of the City's request, and (ii) the Transit Easement extends no more than three (3) feet beyond the approximately one (1) foot right-of-way along Lone Tree Road dedicated pursuant to Section 6.2 of this Agreement.

Construction and maintenance of any structures or improvements within the Transit Easement shall be the sole responsibility of the City or its designated transit provider. Notwithstanding the foregoing, the size and location of the Transit Easement shall be limited to a size and location that does not prevent or otherwise interfere with the permitting and construction of the Project as generally depicted on the Site Plan.

## 7. DEFAULT; REMEDIES.

**7.1 Events Constituting Default**. Either Party to this Agreement shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the other Party; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

**7.2 Dispute Resolution**. If a dispute arising out of this Agreement cannot by resolved by the Parties, the Parties agree that there shall be a moratorium on litigation for no less than forty-five (45) days, during which time the Parties shall attempt to settle the dispute by nonbinding mediation before commencing litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties, and any Party may initiate litigation upon the conclusion of mediation.

**7.3 Developer's Remedies**. If the City is in default under this Agreement and fails to cure such default within the time described in Section 7.1 above, then the Developer may terminate this Agreement by delivering written notice to the City, in addition to all other legal and equitable remedies which the Developer may have.

**7.4 City's Remedies**. If the Developer is in default under this Agreement fails to cure such default within the time described in Section 7.1 above, then in addition to all legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice to the Developer.

**7.5 Development Rights in the Event of Termination**. Upon the termination of this Agreement as provided herein, Developer shall have no rights to develop the Property pursuant

to this Agreement.

**7.6 No Personal Liability**. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer shall, when acting within the scope of their official capacity, be personally liable (i) in the event of any default or breach by the Parties, as applicable; (ii) for any amount which may become due to the nonbreaching party or its successor or assign; or (iii) pursuant to any obligation of the Parties, as applicable, under the terms of this Agreement.

**7.7 Liability and Indemnification**. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer (excluding in all events any breach of this Agreement by the City or willful misconduct by the City or its Council Members, officers, employees, or agents),or nonperformance of this Agreement by the Developer.

## 8. GENERAL PROVISIONS.

**8.1 Effective Date and Term**. This Agreement shall be effective upon execution by the Parties and recordation in accordance with A.R.S. § 9-500.05 (as amended) (the "**Effective Date**"). The term of this Agreement shall extend from the Effective Date and shall automatically terminate thirty (30) years from the date the Project's residential units are first placed into service.

**8.2 Notices**. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Developer:
Lone Tree Ranch, L.P.
Attn: Matthew Klein
8825 North 23rd Avenue, Suite 100
Phoenix, Arizona 85021

Gammage & Burnham, PLC
Attn: Lindsay C. Schube
40 North Central Avenue, Floor 20
Phoenix, Arizona 85004

With a Copy to:

Lender (Upon notice by Developer)

Tax Credit Investor (Upon notice by Developer)

Notice and communications may also be delivered to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

The City acknowledges that Developer will obtain financing for the acquisition, development and/or construction of the real property and/or improvements to be constructed on the Project in whole or in part, from time to time, by one or more third parties (individually a "Lender," and collectively the "Lenders"). In addition to the foregoing, the Developer or its permitted assign may admit a limited partner or non-managing or investor member (the "Tax Credit Investor"), as applicable, in order to facilitate an investment by the Tax Credit Investor of capital contributions which will be utilized to develop the Project. Upon notice to the City by Developer, copies of all subsequent written notices and communications provided to the Developer shall simultaneously be provided to Lender and Tax Credit Investor at the addresses set forth above, including but not limited to any notices of breach or default.

**8.3 Waiver**. Delay in exercising any right or remedy shall not constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

**8.4 Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

**8.5 Authority**. The Parties represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. Developer represents to the City that by executing this Agreement, Developer binds the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

**8.6 Entire Agreement**. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A *Legal Description of Property*

Exhibit B *Approved Site Plan*

Exhibit C *Project Narrative*

**8.7 Amendment**. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

**8.8 Severability**. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

**8.9 Governing Law**. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

**8.10 Recordation of Agreement and Subsequent Amendment; Cancellation**. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

**8.11 No Partnership or Third-Party Beneficiaries.** This Agreement does not create any partnership, joint venture, or other arrangement between Developer and the City. Except as expressly set forth herein, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder**.**

**8.12 Conflict of Interest**. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

**8.13 Compliance with All Laws**. Developer will comply with all applicable federal, state, and county laws, as well as with all applicable City ordinances, regulations and policies.

**8.14 Successors and Assigns; Restriction on Assignment by Developer**. The rights and obligations of the Parties under this Agreement are covenants that run with the land. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignment made by the Developer as security in connection with obtaining financing and the exercise of lender remedies with respect thereto, including but not limited to, any transfer of the Project to such lender upon foreclosure, deed in lieu or similar event or any transfer by the lender after such foreclosure, deed in lieu or similar event, which shall be deemed permitted hereunder;

(b) An assignment of all rights and obligations of Developer under this Agreement to a person or entity reasonably acceptable to and approved by the City; except that if Developer retains an ownership interest and management control in such person or entity, then the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights and obligations under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls Developer.

Except for those instances set forth above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is notified of such assignment).

**8.15 Restriction on Assignment by City**. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

**8.16 Time of the Essence**. Time is of the essence in implementing the terms of this Agreement.

**9. SUBORDINATION.** Notwithstanding any other provision of this Agreement, the Parties expressly agree that this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any applicable agreements, contracts, grants, loans, or regulatory documents between Developer and the State of Arizona, the United States Government, or any agency or instrumentality thereof. In the event of any conflict between the terms of this Agreement and any such state or federal requirements, the state or federal requirements shall control. The City acknowledges that performance under this Agreement may be subject to modification as reasonably necessary to comply with federal or state requirements, and agrees to cooperate with Developer in effectuating any such modifications. In addition to the foregoing, this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any financing obtained by the Developer in connection with the development, construction or operation of the Project, and upon the election of any such lender, this Agreement shall terminate and be of no further force and effect in the event of a foreclosure, delivery of deed in lieu or similar event.

**10. OPTION TO CURE.** Each Lender shall have the right (but not the obligation) hereunder to cure a breach or default and/or to assume Developer's position with respect to this Agreement

and the City hereby agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of the Developer under this Agreement. In addition, the Tax Credit Investor shall have the right (but not the obligation) hereunder to cure a breach or default of the Developer, and the City agrees to accept any such cure tendered by a Tax Credit Investor as if such cure was tendered by the Developer.

11. **WAIVER OF CLAIM FOR DIMINUTION IN VALUE**. Developer waives and fully releases all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws, including the Ordinance. This waiver constitutes a complete release of all claims and causes of action that may arise or may be asserted under the Act regarding the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including this Agreement and the Ordinance, upon the Property.

[signatures on the following pages]

[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

**IN WITNESS WHEREOF** this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

CITY:

**City of Flagstaff**, an Arizona municipal corporation

By: _____

Name:_____

Title:_____

Attest:

_____

City Clerk

Approved as to form and authority:

_____

City Attorney

**STATE OF** )
) **SS**
**COUNTY OF** )

The foregoing instrument was acknowledged before me by _____, the _____ of the City of Flagstaff, Arizona (the "City"), on behalf of the City.

Subscribed and sworn to before me this _____, 2025

_____

Notary Public

NOTARY SEAL:

[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

**IN WITNESS WHEREOF** this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

DEVELOPER:

**Lone Tree Ranch, L.P.**, an Arizona limited partnership

By: _____

Name:_____

Title:_____

**STATE OF** )
) **SS**
**COUNTY OF** )

The foregoing instrument was acknowledged before me by _____, the _____ of Lone Tree Ranch, L.P. (the "Developer"), on behalf of the Developer.

Subscribed and sworn to before me this _____, 2025

_____
Notary Public

NOTARY SEAL:

**EXHIBIT A**

**Legal Description of the Property**

# EXHIBIT B

## Approved Site Plan

# EXHIBIT C

## Project Narrative

Upon recording return to:
City Clerk
City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001

# DEVELOPMENT AGREEMENT

**between**

**CITY OF FLAGSTAFF**

**and**

**LONE TREE RANCH, L.P.**

**for**

**LONE TREE RANCH**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of _____ __, 2026, by and between Lone Tree Ranch, L.P., an Arizona limited partnership ("**Developer**") and the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona (the "**City**"). City and Developer may be referred to in this Agreement as "**Party**" in the singular, and collectively as the "**Parties**."

## RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate development of property.

B. Developer is developer of approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive, legally described in Exhibit A (the "**Property**").

C. Developer desires to undertake entitlement, permitting, and related activities to develop the Property for use as an affordable multi-family community (the "**Project**").

D. To facilitate development of the Project, Developer has requested that the City process Direct-to-Ordinance Zoning Map Amendment PZ-24-00224-04 to rezone the Property from High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO) to High-Density Residential – Resource Protection Overlay only.

E. The Parties desire to enter into this Agreement to facilitate development of the Project, as generally (i) depicted on the Civil Site Plan included with PZ-24-00224-03, dated October 2025 and attached to this Agreement as Exhibit B (the "**Site Plan**") and (ii) described in

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the Project Narrative included with PZ-24-00224-04, dated October 2025 and attached to this Agreement as Exhibit C (the "**Narrative**").

F. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

G. Developer desires to respond to the City's "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing affordable housing options.

H. The City has an interest in ensuring that development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

I. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in general conformance with this Agreement.

J. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision of A.R.S. § 9-500.05.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. **RECITALS & EXHIBITS**. The foregoing recitals and attached Exhibits are material to this Agreement and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

2. **DEFINITIONS**. Unless context clearly indicates otherwise, the following terms shall have the meaning set forth below.

**2.1 "Certificate of Occupancy"** means a document issued by an authorized City official (i) setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements and (ii) affirming that such a building may be used for the purpose(s) stated therein.

**2.2 "City"** means the City of Flagstaff, Arizona, a municipal corporation organized and operated under the laws of the State of Arizona, as stated in this Agreement's preamble, as well as any successor public body or entity.

**2.3 "Developer"** means Lone Tree Ranch, L.P. an Arizona limited partnership, as stated in this Agreement's preamble, as well as any subsequent "Developer" as contemplated

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in Section 8.14 of this Agreement.

**2.4 "Incentive"** means any regulatory flexibility, deviation, reduction, waiver, bonus, or other benefit granted by the City to Developer pursuant to this Agreement and applicable provisions of the City Code, including, without limitation, adjustments to development standards, density, design requirements, landscaping requirements, parking, or other zoning or land use regulations, in exchange for the public benefits and commitments provided by Developer under this Agreement. More than one Incentive may be referred to collectively as the "Incentives."

**2.5 "Project"** means development of an affordable multi-family community on the Property, as stated in this Agreement's recitals. The Project shall generally conform with the uses, intensities, and densities shown on the Site Plan and described in the Narrative, as conditioned by Ordinance No. 202

## 3. ENTITLEMENTS.

**3.1 Zoning Map Amendment**. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the Ordinance No. 202 (the "**Ordinance**"), this Agreement, the Site Plan, including any approved minor modifications to development standards or engineering variances (collectively, the "**Entitlements**"). In addition to the provisions for reversion set forth in the Ordinance and the Flagstaff City Code, the Developer's failure to obtain a Certificate of Occupancy for the Project within five (5) years of the effective date of the Ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the High Density Residential zoning on the Property to its former zoning classification of Suburban Commercial (SC) and High Density Residential (HR) with Resource Protection Overlay and with conditions, in accordance with Arizona Revised Statutes § 9-462.01.

**3.2 Zoning**. Developer intends to develop the Property for use as an affordable multi-family residential community. The Property is currently zoned High-Density Residential – Resource Protection Overlay (HR-RPO) and Suburban Commercial – Resource Protection Overlay (SC-RPO). Developer has requested that the Property be zoned solely to High Density Residential – Resource Protection Overlay (HR-RPO) pursuant to Zoning Map Amendment Application No. PZ-24-00224-04. Upon approval of the Ordinance, any zoning regulations, conditions, or requirements imposed on the Property by any prior rezoning ordinance(s) shall be superseded and rescinded as set forth therein.

**3.3 Development Standards**. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards (collectively, the "**Applicable Standards**") in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the Applicable Standards in effect at the time of application shall apply. Notwithstanding the foregoing, the provisions, regulations, rules, and guidelines contained in the City Engineering Standards, Building Code, and Fire Code in effect at the time of application shall apply to all development applications.

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**4. INCENTIVES**. In consideration of the terms, provisions, covenants, restrictions, and conditions set forth in this Agreement, the City hereby grants Developer the following Incentives for the use and benefit of the Project, which shall be in addition to, and not in limitation of, any other incentives, benefits, or programs for which Developer may otherwise be eligible. Notwithstanding any provision in this Section, changes to the Site Plan must comply with the provisions set forth in Section 5.2 of this Agreement.

**4.1 Resource Reduction Incentive**. The minimum preservation rate for forest resources on the Property shall be calculated using the rates applicable to residential zones found in Table 10-50.90.060.B.2.a of the Code, reduced by fifty percent (50%) as authorized under Table 10-30.20.040.B of the Code, resulting in a minimum required forest preservation rate of twenty-five percent (25%). Developer agrees to protect at least twenty-five percent (25%) of the forest resources on the Property, with trees located on steep slopes eligible to be counted toward such forest resources as permitted by the Code.

**4.2 Density Bonus Incentive**. The maximum allowed residential density on the Property shall be calculated using the density standards applicable to High-Density Residential (HR) Zoning Districts, found in Table 10-40.30.030.C of the Code, increased by forty-five percent (45%) as authorized under Table 10-30.20.050.A of the City Code and as limited by projected density for the Property in Regional Plan 2030. To conform with the restrictions in the Regional Plan, the Project is allowed to include no more than 168 dwelling units.

**4.3 Parking Incentive**. The minimum number of parking spaces applicable to the Project shall be calculated using the ratios applicable to affordable dwelling units found in Table 10-50.80.040.A of the Code, such that the required number of spaces for the Project is 306 parking spaces (the "Parking Requirement"). Pursuant to Section 10-30.20.040.B.3.b of the Code, the Parking Requirement shall be further reduced by fifteen percent (15%) because the Project is located within one quarter mile of a transit stop, such that the required number of spaces for the Project shall be 260 parking spaces under such reduction. Developer agrees to provide at least 260 parking spaces at the Project.

**4.4 Landscaping Incentive**. Pursuant to Section 10-30.20.040.B.5 of the Code, the required minimum number of planted trees across all applicable landscaping categories on the Property shall be reduced by ten percent (10%). Any additional landscaping reductions required by Developer shall be subject to approval as development standards modifications in accordance with the Code.

**4.5 Development Standards Modifications**. Upon Council approval, Developer shall be entitled to take the following adjustments of property development standards pursuant to Section 10-30.20.040.4 in connection with the Project.

**4.5.1 Site Layout and Parking.**

(a) Eliminate the "building forward" design guideline that calls for building fronts to be located at or near a sidewalk edge to allow parking between the Lone Tree Ranch's buildings and Pine Knoll Drive;

(b) Reduce the required parking stall width from nine (9) feet to approximately

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eight (8) feet, six (6) inches to allow for shade canopy columns; and

(c) Adjust the number of parking stalls that may be aligned in a row before requiring a landscape island from eight (8) to twelve (12).

**4.5.2 Building and Architectural Standards.**

(a) Increase the permissible height of exposed or visible retaining walls from five (5) feet to thirteen (13) feet;

(b) Decrease the required recess depths along primary façade planes from approximately six (6) feet and eight (8) feet to approximately two (2) feet and four (4) feet;

(c) Allow windows to be installed in a single vertical plane with the building's exterior façade.

**4.5.3 Landscape Standards.**

(a) Reduce the number of trees installed on the Property from 175 to 120.

**5. DEVELOPMENT PLAN**.

**5.1 Development Plan**. Developer will construct a multi-family development, including any necessary onsite and offsite improvements, as generally set forth in the Site Plan approved by the City with conditions, subject to any minor modifications approved by the City and as set forth in impact analyses completed for the Project and approved by the City. The Project is further conditioned by the Ordinance, the Narrative, and this Agreement. The Project will consist of approximately one hundred sixty-eight (168) multi-family residential dwelling units, all of which will serve individuals earning 60% AMI or less for a minimum of thirty years.

**5.2 Modifications**. Development standards in the Site Plan may be modified through the minor modification process in Flagstaff Zoning Code Section 10-20.40.090. Further modifications may be considered and approved by the Director of Planning and Development Services if the proposed modifications do not alter the character of the development or significantly increase the development's transportation or utility impacts. Modifications permitted under this Section shall not require an amendment to this Agreement.

**6. OBLIGATIONS**.

**6.1 Flagstaff Urban Trail System**.

(a) If Developer constructs the Project, Developer shall dedicate an approximately five (5) foot wide pedestrian easement along the Property's northeastern boundary to accommodate development of the Flagstaff Urban Trail System ("**FUTS**"), as shown on the Site Plan. The location and extent of this easement may be modified by mutual agreement of the City's Planning and Development Services Director, the City

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Engineer, and Developer at any time prior to construction of the Project.

(b) If Developer constructs the Project, Developer shall also cause, at Developer's sole expense, rough grading to occur on the City-owned parcel, assigned Coconino County APN 104-08-011A, to the Property's immediate north. This rough grading shall be adequate in both area and slope to accommodate the FUTS segment displayed on the Site Plan and shall be conducted concurrently with the Project's construction.

(c) The City shall provide any temporary construction easements needed by Developer to perform the rough grading required by Section 6.1(b).

**6.2 Rights-of-Way**. If Developer constructs the Project, Developer shall dedicate: (i) approximately one (1) foot of public right-of-way along Lone Tree Road, as shown on the Site Plan; (ii) approximately two (2) feet back-of-walk public right-of-way along Pine Knoll Drive, as shown on the Site Plan; (iii), right-of-way sufficient to accommodate a westbound right-turn lane on Pine Knoll Drive approaching Lone Tree Road, as shown on the Site Plan; and (iv) a twenty five (25) foot corner cut-off at the northeast corner of Pine Knoll Drive and Lone Tree Road.

**6.3 Affordable Housing**. In exchange for the Incentives described in Section 4, Developer shall provide one hundred percent (100%) of the total unit count within the Project as income-restricted rental units for households earning, on average, up to sixty percent (60%) of the Area Median Income ("**AMI**"), as defined by the United States Department of Housing and Urban Development, or its successors, with no single household exceeding one hundred percent (100%) of AMI (the "**Affordable Units**"). The Project shall be subject to the Low-Income Housing Tax Credit ("LIHTC") program for a minimum of thirty (30) years pursuant to that certain Land Use Restriction Agreement ("LURA") as may be amended in accordance with its terms,

**6.4 Rental Management**. No lease or rental agreement for any of the Project's units shall be for less than thirty (30) days.

**6.5 Permits and Building Fees**. Notwithstanding Section 3.3 of this Agreement, Developer agrees and acknowledges that the fees in effect at the time of a submittal of an application or permit apply.

**6.6 Gates and Access Control**. Any driveway serving the Project that is controlled by a gate shall be designed and constructed such that entering vehicles fully clear the public roadway before stopping. Any such gate shall be operated by an automated access system to prevent vehicles entering from impeding cross traffic on a public roadway.

**6.7 Transit Easement**. If Developer constructs the Project, the City or its designated transit provider shall have the right to request, in writing, that Developer dedicate a public transit and pedestrian access easement (the "**Transit Easement**") sufficient in size to accommodate a sheltered bus stop where the current Mountain Line bus stop is generally located north of the northeast corner of the intersection of Lone Tree and Pine Knoll. Upon receipt of such a request, Developer shall dedicate the Transit Easement, provided that (i) the

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existing right-of-way along Lone Tree Road is insufficient in size to accommodate a standard sheltered bus stop at the time of the City's request, and (ii) the Transit Easement extends no more than three (3) feet beyond the approximately one (1) foot right-of-way along Lone Tree Road dedicated pursuant to Section 6.2 of this Agreement.

Construction and maintenance of any structures or improvements within the Transit Easement shall be the sole responsibility of the City or its designated transit provider. Notwithstanding the foregoing, the size and location of the Transit Easement shall be limited to a size and location that does not prevent or otherwise interfere with the permitting and construction of the Project as generally depicted on the Site Plan.

## 7. DEFAULT; REMEDIES.

**7.1 Events Constituting Default**. Either Party to this Agreement shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the other Party; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

**7.2 Dispute Resolution**. If a dispute arising out of this Agreement cannot by resolved by the Parties, the Parties agree that there shall be a moratorium on litigation for no less than forty-five (45) days, during which time the Parties shall attempt to settle the dispute by nonbinding mediation before commencing litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties, and any Party may initiate litigation upon the conclusion of mediation.

**7.3 Developer's Remedies**. If the City is in default under this Agreement and fails to cure such default within the time described in Section 7.1 above, then the Developer may terminate this Agreement by delivering written notice to the City, in addition to all other legal and equitable remedies which the Developer may have.

**7.4 City's Remedies**. If the Developer is in default under this Agreement fails to cure such default within the time described in Section 7.1 above, then in addition to all legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice to the Developer.

**7.5 Development Rights in the Event of Termination**. Upon the termination of this Agreement as provided herein, Developer shall have no rights to develop the Property pursuant to this Agreement.

**7.6 No Personal Liability**. No current or former member, manager, officer, director,

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agent, representative, official, employee or other natural person of the City or Developer shall, when acting within the scope of their official capacity, be personally liable (i) in the event of any default or breach by the Parties, as applicable; (ii) for any amount which may become due to the nonbreaching party or its successor or assign; or (iii) pursuant to any obligation of the Parties, as applicable, under the terms of this Agreement.

**7.7 Liability and Indemnification**. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer (excluding in all events any breach of this Agreement by the City or willful misconduct by the City or its Council Members, officers, employees, or agents),or nonperformance of this Agreement by the Developer.

## 8. GENERAL PROVISIONS.

**8.1 Effective Date and Term**. This Agreement shall be effective upon execution by the Parties and recordation in accordance with A.R.S. § 9-500.05 (as amended) (the "**Effective Date**"). The term of this Agreement shall extend from the Effective Date and shall automatically terminate thirty (30) years from the date the Project's residential units are first placed into service.

**8.2 Notices**. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

| To City: | To Developer: |
|---|---|
| City Manager<br>City of Flagstaff<br>211 West Aspen Avenue<br>Flagstaff, Arizona 86001 | Lone Tree Ranch, L.P.<br>Attn: Matthew Klein<br>8825 North 23rd Avenue, Suite 100<br>Phoenix, Arizona 85021 |
| City Attorney<br>City of Flagstaff<br>211 West Aspen Avenue<br>Flagstaff, Arizona 86001 | Gammage & Burnham, PLC<br>Attn: Lindsay C. Schube<br>40 North Central Avenue, Floor 20<br>Phoenix, Arizona 85004 |
| | With a Copy to: |
| | Lender |
| | Tax Credit Investor |

Notice and communications may also be delivered to such other addresses as either Party may

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from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

The City

**8.3 Waiver**. Delay in exercising any right or remedy shall not constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

**8.4 Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

**8.5 Authority**. The Parties represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. Developer represents to the City that by executing this Agreement, Developer binds the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

**8.6 Entire Agreement**. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A *Legal Description of Property*

Exhibit B *Approved Site Plan*

Exhibit C *Project Narrative*

**8.7 Amendment**. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

**8.8 Severability**. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

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**8.9 Governing Law**. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

**8.10 Recordation of Agreement and Subsequent Amendment; Cancellation**. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

**8.11 No Partnership or Third-Party Beneficiaries.** This Agreement does not create any partnership, joint venture, or other arrangement between Developer and the City. Except as expressly set forth herein, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder**.**

**8.12 Conflict of Interest**. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

**8.13 Compliance with All Laws**. Developer will comply with all applicable federal, state, and county laws, as well as with all applicable City ordinances, regulations and policies.

**8.14 Successors and Assigns; Restriction on Assignment by Developer**. The rights and obligations of the Parties under this Agreement are covenants that run with the land. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignment made by the Developer as security in connection with obtaining financing and the exercise of lender remedies with respect thereto, including but not limited to, any transfer of the Project to such lender upon foreclosure, deed in lieu or similar event or any transfer by the lender after such foreclosure, deed in lieu or similar event, which shall be deemed permitted hereunder;

(b) An assignment of all rights and obligations of Developer under this Agreement to a person or entity reasonably acceptable to and approved by the City; except that if Developer retains an ownership interest and management control in such person or entity, then the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights and obligations under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls

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Developer.

Except for those instances set forth above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is notified of such assignment).

**8.15 Restriction on Assignment by City**. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

**8.16 Time of the Essence**. Time is of the essence in implementing the terms of this Agreement.

**9. SUBORDINATION.** Notwithstanding any other provision of this Agreement, the Parties expressly agree that this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any applicable agreements, contracts, grants, loans, or regulatory documents between Developer and the State of Arizona, the United States Government, or any agency or instrumentality thereof. In the event of any conflict between the terms of this Agreement and any such state or federal requirements, the state or federal requirements shall control. The City acknowledges that performance under this Agreement may be subject to modification as reasonably necessary to comply with federal or state requirements, and agrees to cooperate with Developer in effectuating any such modifications. In addition to the foregoing, this Agreement, and all rights and obligations arising hereunder, shall be subordinate to the terms, conditions, and requirements of any financing obtained by the Developer in connection with the development, construction or operation of the Project, and upon the election of any such lender, this Agreement shall terminate and be of no further force and effect in the event of a foreclosure, delivery of deed in lieu or similar event.

**10. OPTION TO CURE.**

**11. WAIVER OF CLAIM FOR DIMINUTION IN VALUE**. Developer waives and fully releases all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws, including the Ordinance. This waiver constitutes a complete release of all claims and causes of action that may arise or may be asserted under the Act regarding the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including this Agreement and the Ordinance, upon the Property.

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[signatures on the following pages]

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[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

**IN WITNESS WHEREOF** this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

CITY:

**City of Flagstaff**, an Arizona municipal corporation

By: _____

Name:_____

Title:_____

Attest:

_____

City Clerk

Approved as to form and authority:

_____

City Attorney

**STATE OF** )
) **SS**
**COUNTY OF** )

The foregoing instrument was acknowledged before me by _____, the _____ of the City of Flagstaff, Arizona (the "City"), on behalf of the City.

Subscribed and sworn to before me this _____, 2025

_____

Notary Public

NOTARY SEAL:

DRAFT

[signature page to DEVELOPMENT AGREEMENT FOR LONE TREE RANCH]

**IN WITNESS WHEREOF** this Agreement has been duly authorized, approved and executed by Developer and City as of the date and year first above set forth.

DEVELOPER:

**Lone Tree Ranch, L.P.**, an Arizona limited partnership

By: _____

Name:_____

Title:_____

**STATE OF** )
) **SS**
**COUNTY OF** )

The foregoing instrument was acknowledged before me by _____, the _____ of Lone Tree Ranch, L.P. (the "Developer"), on behalf of the Developer.

Subscribed and sworn to before me this _____, 2025

_____
Notary Public

NOTARY SEAL:

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# EXHIBIT A

## Legal Description of the Property

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# EXHIBIT B

## Approved Site Plan

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# EXHIBIT C

## Project Narrative

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**PLANNING AND DEVELOPMENT SERVICES REPORT**
**DIRECT TO ORDINANCE ZONING MAP AMENDMENT**

**PUBLIC HEARING**
**PZ-24-00224-04**

**DATE:** January 22, 2026
**MEETING DATE:** February 11, 2026
**REPORT BY:** Alaxandra Pucciarelli

**REQUEST:**
Direct to Ordinance Zoning Map Amendment, by Lincoln Avenue Communities, of approximately 8.51 acres located at the northeast corner of Lone Tree Road and Pine Knoll Drive. The proposed development site consists of three parcels. Two of the parcels are zoned High Density Residential (HR) with the Resource Protection Overlay (RPO), and the third is zoned Suburban Commercial (SC) with the RPO. The request is to rezone all three parcels to the HR zone with the RPO.

**STAFF RECOMMENDATION:**
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval, subject to conditions of approval.

**PRESENT LAND USE:**
The subject property is approximately 8.51 acres, comprised of three contiguous undeveloped parcels.

**PROPOSED LAND USE:**
The developer proposes the construction of a multi-family residential development, consisting of 100% Affordable units. The proposed development consists of four three/four-story apartment buildings, a clubhouse, outdoor amenities, and on-site surface parking.

**NEIGHBORHOOD DEVELOPMENT:**
See the attached area context map.

| | |
|---|---|
| North: | City of Flagstaff Arroyo Park and Pine Knoll residential subdivision beyond |
| East: | Rio Homes Residential Subdivision; The Ridge at Clear Creek Apartments |
| South: | Clear Creek Apartments; Mixed-use, commercial with apartments |
| West: | Lone Tree Road; Kinsey Elementary School |

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## I. Project Introduction

### A. Background

In 1997, approximately 20 acres located at 2000 S Lone Tree Road were rezoned from Rural Residential to High Density Residential (18.31 acres) and Suburban Commercial (1.67 acres) to support the development of a small commercial area along Lone Tree Road and various residential developments. The current proposed development occupies tracts B, C, and D of the Woods at Clear Creek subdivision (APNs 104-14-003G, 104-14-003H, and 104-14-003J). The 1997 rezoning ordinance conditioned development of these tracts as follows: Tract B to Office use only, and the elevations must conform to those submitted with the rezone; Tract C to 32 Townhomes, and Tract D to 72 Condominiums that shall be “for sale,” with 17 units to be set aside as “Affordable Housing Units.”

**B. Proposed Rezoning and Development Plan**

The developer, Lincoln Avenue Communities, is requesting a zoning map amendment to permit the development of an apartment complex consisting of 168 affordable units. The request is to rezone the SC zoned parcel to HR, but also to remove the conditions required of the 1997 zoning ordinance from all three parcels.

The proposed project will include four three/four-story buildings that step down the natural slope of the site. The unit mix includes the following:

| UNIT DESCRIPTION | NO. OF UNITS | PERCENTAGE |
|---|---|---|
| 2 Bed/2 Bath | 56 | 33.3% |
| 3 Bed/2 Bath | 88 | 52.4% |
| 4 Bed/2 Bath | 24 | 14.3% |

The project will also include a 6,569 square foot clubhouse with laundry, a fitness room, and a community room. Site access will be provided from two driveways on E. Pine Knoll Drive. There are 286 surface parking spaces, including 9 ADA accessible parking spaces (260 spaces are required). Over half of the parking is proposed to be covered. The project will also provide 24 exterior bicycle parking spaces (15 spaces are required).

## II. Staff Site Plan Review

On November 14, 2025, the Inter-Department Staff (IDS) approved an application for Site Plan Review of the proposed development, subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report. Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

**A. Zoning – City of Flagstaff Zoning Code**

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 8.51 acres will be rezoned to the High Density Residential (HR) zone. Development of the site will be conditioned to the approved site plan, the requested development standards modifications, and a final development agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes the overall site layout, resource protection plan, preliminary landscaping, building floor plans and elevations.

**i. Site Planning Standards**

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The project proposes to place the surface parking in front of the apartment buildings. As a 100% affordable development, the applicant may request this modification to site planning standards be made by Council. The Clubhouse is located at the northeast corner of Lone Tree Road and Pine Knoll Drive.

**ii. Resource Protection**

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved, but the Affordable Housing incentive allows that protection rate to be reduced to 25%. Additionally, affordable housing projects may count tree resources located on steep slopes. The developer proposes to save 26% of the existing tree resources. The developer is locating the majority of the required tree resources on the eastern end of the site. This is also where the steep slope is being protected.

**iii. Common Space & Civic Space**

The HR zone requires 15% of the gross lot area to be Common Space (Table 10-40-30.030.F). A minimum of 55,605 square feet of open space is required for the proposed residential project. The developer's provided Common Space Plan identifies 87,556 square feet (2.01 acres) of common space, which is 23.6% of the site area. Most of the open space is located within the resource area at the east end of the site. The remainder of the common space is located at the south and west perimeter of the site, and around the clubhouse and patio in the southwest corner of the site.

**iv. Pedestrian and Bicycle Circulation Systems**

The developer will be removing the existing sidewalk along the north side of Pine Cliff Drive and replacing it with a 5-foot wide concrete sidewalk and a 5-foot wide parkway. This 5-foot buffer between pedestrians and the street will increase pedestrian safety and comfort. There is a future FUTS identified to the north of the development. The applicant has committed to completing rough grading at the northeast edge of the site onto the public park property in anticipation of the future FUTS construction. The development also provides a pedestrian connection to the existing park at the north edge of the site.

The site is located adjacent to a bus stop on Lone Tree Road, and the applicant will provide additional Right-of-Way for a new bus stop shelter. The applicant is also proposing a pedestrian connection for residents from the site to Lone Tree Road.

On the site, the developer has proposed sidewalks connecting the buildings, parking areas, common amenities, and alongside the driveways on Pine Knoll Drive.

**v. Compatibility and Architectural Design Standards**

Compatibility does not mean "the same as" but rather refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. The project will improve the streetscape along Pine Knoll Drive with a new, landscaped parkway and 5-foot wide sidewalk.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. From the north, where the single-family homes and the park are adjacent, the apartment buildings appear as three-stories. The four-story elevations are primarily visible from the interior of the site. The existing multi-family developments to the south and east of the site are three stories.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The proposed apartment buildings are consistent with those in the area, with sloped roofs, lap siding, and small balconies. The site plans are similar with internal pedestrian circulation, surface parking, and some covered parking.

**vi. Landscaping**

Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer has provided a conceptual landscaping plan, showing landscape areas and plant locations. The conceptual plan generally meets the requirements of parking lot landscaping, street buffer landscaping, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. The zoning Code allows for a 10% reduction in landscaping when providing affordable units. In addition, the applicant is requesting Council approval for a further reduction. A final landscape plan will be reviewed at the time of civil plan submittal.

**vii. Outdoor Lighting**

The subject property is located within Lighting Zone II and is allowed a total of 35,000 lumens per acre. Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. A final lighting plan will be reviewed for compliance at the time of building permit submittal.

**viii. Parking**

Based on the requirements for affordable units and guest parking, 306 spaces are required. Since the development is located within a quarter mile of a bus stop, the developer has taken a 15% reduction in the number of required spaces, resulting in 260 required parking spaces. The proposed development includes 286 surface parking spaces, including 9 ADA accessible parking spaces.

**ix. Historic/Cultural Resources**

A Cultural Resource Study was not required for the subject property.

**B. Public Systems Impact Analysis**

**i. Traffic/Right-of-Way Impact**

The project was required to provide a Traffic Impact Statement. Lokahi, LLC, the engineering consultant for the developer, completed a TIA in September 2025. The scope of the analysis is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development are 75 vehicles/hour in the a.m. and 93 vehicles/hour in the p.m. According to the Standards, a level one analysis was appropriate, requiring the consulting engineer to analyze the intersection of Lone Tree Road and Pine Knoll Drive, as well as the two site access driveways.

Both access driveways were also analyzed with respect to spacing and turn-lane requirements. The western driveway warrants a left turn lane; however, staff determined it was disproportional to the scope of the development. The proposed development will be a gated community. The eastern driveway will be accessed with a resident-only key fob. A condition of staff approval is that the system used to open the gate must be automatic to minimize queueing and not interfere with traffic on Pine Knoll Drive.

**Transportation Improvements**

No off-site traffic improvements will be required. The applicant will be required to provide additional right-of-way along both streets for future improvements, including right-of-way for a bus shelter at the current stop. The FUTS trail to the north of the site requires grading and a dedicated FUTS easement per the approved site plan.

The existing frontage conditions along Pine Knoll Drive include a five-foot wide sidewalk at back of curb. Current Engineering standards call for a five-foot parkway and a five-foot sidewalk. The existing sidewalk along Lone Tree Road will remain in its current condition. The proposed site plan calls for the existing sidewalk along the north side of Pine Knoll Drive to be removed. In its place, the developer will construct a new five-foot wide sidewalk and parkway.

**ii. Water and Wastewater Impact**

A Water and Sewer Impact Analysis (WSIA) was completed by the City on March 21, 2025. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities.

**Water**

On-site modifications:

The project site is adjacent to the existing S Lone Tree Road and Pine Knoll Drive. Both roadways have waterlines within the right-of-way, and a waterline crosses the approximate boundary of APN 104-14-003H and APN 104-14-003J. The existing 8" public waterline crosses the site within a public utility easement. If this line is relocated due to onsite construction, the system connection on the north and south side of the property must be re-established, and an easement dedicated per Flagstaff standards.
Off-site modifications:
Since there is an existing waterline crossing the property that can provide adequate water supply and maintain system pressures, there will be no offsite modifications required.

**Wastewater**
On-site modifications:
There is no infrastructure onsite to support this development, so all systems will have to be designed and built.
Off-site modifications:
Currently, there is an 8-inch gravity sewer that runs within a public utility easement on the south side of E Pine Knoll Dr. There are two existing 6-inch sewer services that extend north to the project property approximately 500-feet and 900-feet east of Lone Tree Road. Connecting to the gravity system in any other location will require trenching across Pine Knoll Drive and coordination with the property owner of the Ridge at Clear Creek Apartments, where the sewer line is located. To provide adequate downstream capacity, off-site sewer improvements will be necessary on the Rio de Flag trunk line near the Wildcat Treatment Plant. Per COF Engineering Standards section 13-05-002-0002 C.2., improvements on the sewer trunk line are not required of the developer. The City is currently in construction on this off-site improvement, which is now known as the Wildcat Interceptor Upsizing. This project must be completed prior to this development connecting to the sewer system.

**iii. <u>Stormwater Analysis</u>**

A preliminary Drainage Report was completed on June 23, 2025, by WLB Group, Inc., on behalf of the developer. The report states that the design presented for the Lincoln Avenue Communities (LAC) multifamily housing development project upholds the City's requirements for drainage design and the City's Low Impact Development requirements. The design promotes a sustainable development by reducing the post development flows to predevelopment levels through the use of retention and detention basins. The retention is sized to contain the volumetric difference between the pre- and post-development 100-year storm event. The project proposes the use of multiple Stormtech chamber underground retention basins located throughout the site. The location and size were determined based on proportionally relative developed area reaching the underground basins, so the provided retention volume meets the required amount without causing a condition where excess and unused volume is created. The underground basins are linked and routed through one another as the drainage is conveyed from upstream to downstream, within the proposed condition drainage patterns. A final drainage plan is required to be submitted with the Civil Plan review.

## III. <u>Direct to Ordinance Zoning Map Amendment</u>

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed, and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning

Code; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings:

**A. Finding #1:**

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

**i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary**

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods, which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified that the subject property is designated as Existing Suburban and is not located within an activity center on the Plan's Future Growth Illustration. Suburban areas are intended to have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; the area may have access to public transportation. The City's desired Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation.

At the time the Site Plan submittal was found to be complete, the minimum density requirement in the HR zone was 10 units per acre, and the maximum density allowed was 22 units per acre (within the RPO and outside of the pedestrian shed of an activity center). Based on the zoning code, a maximum of 187 units are allowed. However, the Regional Plan limits density in Suburban Area Types outside of an Activity Center to a density between 2 and 13 units per acre. The overall density of the project is 19.7 units per acre (168 units /8.51 acres). However, the additional bonus units are not counted towards the Regional Plan's cap on density. With those units, the resulting density is 13.6 units per acre, which staff has determined to be in general conformance with the Regional Plan.

The HR zone permits a maximum building height of 60 feet, or 65 feet for buildings with roofs with a pitch of 6:12 and greater. The Regional Plan identifies characteristics of Suburban neighborhoods, including "low-rise apartments." The proposed buildings are split-level three/four-stories. The highest roofline of the proposed buildings will be approximately 55 feet from finished grade. This height is on the southern, four-story side of the apartment buildings, visible from the interior of the site. To the north, where the public park and single-family neighborhood is located, the apartment buildings are three-stories with a height of approximately 44 feet from finished grade.

**ii. Applicable General Plan Goals and Policies**

Staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The following is a discussion of how the project generally meets and conflicts with some of the most relevant goals and policies. The applicant has provided their own more comprehensive analysis as part of their narrative.

**a. Neighborhoods, Housing, and Urban Conservation**

Goal NH.3 of the Regional Plan speaks to the desire to "make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors". The project proposes 168 affordable units that will permanently serve residents earning, on average, up to 60% of the area median income. The applicant states that the mix of unit types allows families to have the space they need without being financially burdened by high rents or a mortgage on a home. They point out that many new apartments are smaller and targeted at young professionals.

The project will also incorporate access to public transit with paths to the bus stop immediately adjacent to the property. This supports Policy NH.4.6. "Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system".

**b. Environmental Planning & Conservation**

The Regional Plan encourages development to work with the existing landforms. Developments should step down sloped sites and preserve as much natural topography as possible. Policy E&C.9.2 states that "Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion and destruction of vegetation". The proposed development steps the apartment buildings down the site's slope and concentrates tree resources to the east end of the property to minimize construction disturbance.

The project lowers operational emissions through high-efficiency building systems and fixtures, and EV-ready parking to accelerate clean mobility. Safe multimodal links to nearby transit and trails are integrated to reduce vehicle miles traveled, while drought-tolerant landscaping and efficient irrigation cut embodied and operating energy tied to water use. These elements support the Plan's Goal E&C. 2. "Achieve carbon neutrality for the Flagstaff community by 2030".

**c. Transportation**

The applicant states that the project reduces congestion and emissions by prioritizing transit, walking, and cycling. The proposed development will place residents within walking distance of two existing bus routes, will provide right-of-way dedication for a future sheltered bus stop on Lone Tree Road, and will connect to a future FUTS trail. These connections help promote the use of public transportation, walking and bicycling as stated in Policy T.1.6 "Provide and promote strategies that increase alternate modes of travel and demand for vehicle travel to reduce peak period traffic".

**d. Energy**

The General Plan includes Policy E.1.10. "Incentivize energy efficiency and renewable energy technologies in construction projects". The property does implement energy-efficient MEP specifications, materials,

appliances, and building practices, but the applicant states the project can no longer feasibly incorporate rooftop or carport solar to offset energy consumption with the phasing out of the Solar Investment Tax Credit.

Staff believes that the proposed application meets this finding.

**B. Finding #2**

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good.

The developer has identified the following Community Benefits and Public Good:

- The Project enhances community convenience by delivering 168 units of affordable family housing within walking distance of NAU, Arroyo Park, and transit stops, thereby shortening commute distances and providing access to employment, education, and services.
- By redeveloping an underutilized infill parcel, the project advances the General Plan's goals for compact growth, housing diversity, and sustainability.
- The inclusion of energy-efficient building materials and specs, native landscaping, and open space amenities creates a healthy living environment and sets a precedent for environmentally responsible multifamily design in Flagstaff.

**C. Finding #3**

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements, as well as impact analyses for the site.

## IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Affordable Housing commitment
- Identifying the Affordable Housing Incentives being utilized and the requested Development Standards Modifications
- The commitment to grade a future FUTS
- Right-of-Way dedications
- Gate and access control conditions

## V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public

hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site, homeowner associations within 1,000 feet of the site, and all contacts on the City's Registry of Interested Persons.

The developer held one neighborhood meeting regarding this case on November 17, 2025. Four individuals attended the meeting. A Citizen Participation summary, attached, was prepared to document the questions, comments, and concerns presented. The meeting included a presentation from the developer and a question-and-answer session. The questions asked were informational in nature (as opposed to raising issues or expressing concern). The requirement for a second neighborhood meeting was waived by staff. At this point in time, staff has not received any comments on the proposed development.

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**RECOMMENDATION:**

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-24-00224-04, subject to the following five conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated November 14, 2025, unless modified as provided for in the Lone Tree Ranch Development Agreement. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Lone Tree Ranch Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the zoning (including conditions) established in the 1997 rezoning, in accordance with A.R.S. § 9-462.01.
5. The approval of this ordinance will have the effect of rescinding the prior rezoning ordinance (Ord. No. 1943) as it relates only to parcels 104-14-003G, 104-14-003H, and 104-14-003J, unless the zoning is reverted as set forth in condition 4 above.

**Attachments:**

- Application
- Vicinity Map
- Project Narrative and Regional Plan Analysis
- Citizen Participation Plan and Report
- Approved Site Plan Drawings:
    - Architectural Site Plan, Floor Plans, and Elevations
    - Civil Plans
    - Landscape Plans
    - Resource Protection Plan

# City of Flagstaff

**Community Development Division**

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609


| Date Received | Application for Direct to Ordinance Zoning Map Amendment | File Number |
|---|---|---|

| | | | |
|---|---|---|---|
| **Project Name** Lone Tree Ranch | | | |
| **Site Address** 900 E Pine Knoll Dr | **Parcel Number(s)** 104-14-003J, -003H, -003G | **Subdivision & Lot Number** Woods at Clear Creek, Tracts B, C, and D | **Site Acreage** 8.49 |
| **Existing Zoning District** HR - RPO & SC - RPO | **Proposed Zoning District** HR - RPO | **Existing Regional Plan Area and Place Type** Suburban & Special Planning Area | |
| **Existing Use** Vacant | **Proposed Use** Multi-Family Residential | | |

**Property Information:**

- ☐ Yes ■ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ■ No Existing structures are over 50 years old at the time of application?
- ■ Yes ☐ No Subject property is undeveloped land?

**Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase)**
Large

| | |
|---|---|
| **Property Owner(s)** Consolidated Investment Co., Inc | **Phone** 480-225-3612 |
| **Mailing Address** 8112 N 53rd Street, Paradise Valley, AZ 85253 **City, State, Zip** | **E-mail** cicflag@hotmail.com |
| **Applicant(s)** Lincoln Avenue Communities | **Phone** 424-222-8253 |
| **Mailing Address** 401 Wilshire Blvd, 11th Floor, Santa Monica, CA 90401 **City, State, Zip** | **E-mail** mklein@lincolnavenue.com |
| **Project Representative(s)** Matthew Klein and Will Huebner | **Phone** 774-278-8827 |
| **Mailing Address** 401 Wilshire Blvd, 11th Floor, Santa Monica, CA 90401 **City, State, Zip** | **E-mail** whuebner@lincolnavenue.com |

| Property Owner Signature (required) | Date | Applicant Signature | Date |
|---|---|---|---|
| Karen S Wood-Packard | 09/12/2025 | | 9/10/25 |

**For City Use**

| | | |
|---|---|---|
| **Date Filed:** | **File Number(s):** | |
| **P & Z Hearing Date:** | **Publication and Posting Date:** | |
| **Council Hearing Date:** | **Publication and Posting Date:** | |
| **Fee Receipt Number:** | **Amount:** | **Date:** |

| Action by Planning and Zoning Commission: | Action by City Council: |
|---|---|
| ☐ Approved | ☐ Approved |
| ☐ Denied | ☐ Denied |
| ☐ Continued | ☐ Continued |

| Staff Assignments | Planning | Engineering | Fire | PW/Water Services | Stormwater |
|---|---|---|---|---|---|
| | | | | | |

# Lone Tree Ranch
# Location/Vicinity Map

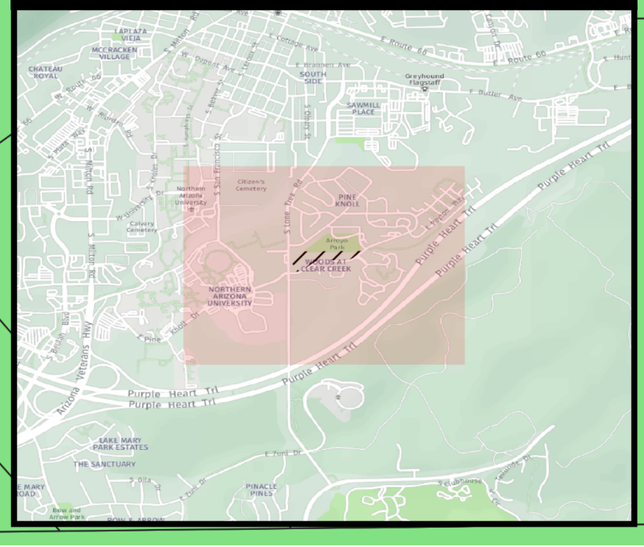
September 16, 2025

## Surrounding Uses

1. Commons at Sawmill Apartments
2. Pine Knoll Brannen Homes Neighborhood
3. Coconino County Sherrif's Complex
4. Rio de Flag (Trail and Open Space)
5. Rio Homes Neighborhood
6. Arroyo Park/Mark Grace Field
7. The Ridge at Clear Creek Apartments
8. I-40 Corridor
9. Juniper Point Neighborhood (Future)
10. Clear Creek Village Apartments
11. Coconino Community College
12. Coconino National Forest (Outparcel)
13. Low-Intensity Retail/Services
14. Vacant/Undeveloped
15. NAU Facility Services
16. NAU Surface Parking
17. J. Lawrence Walkup Skydome
18. Kindsey Elementary School
19. Hilltop Townhomes (Student Housing)
20. Citizens Cemetery

Subject Property

## Overview




## Zoning Districts

- Rural Residential (RR)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Suburban Commercial (SC)
- Heavy Industrial (HI)
- Public Facility (PF)

0 250 500 750 1,000 1,250 1,500 ft

**Lone Tree Ranch – 900 East Pine Knoll Drive**
Zoning Map Amendment Narrative

## I. Executive Summary

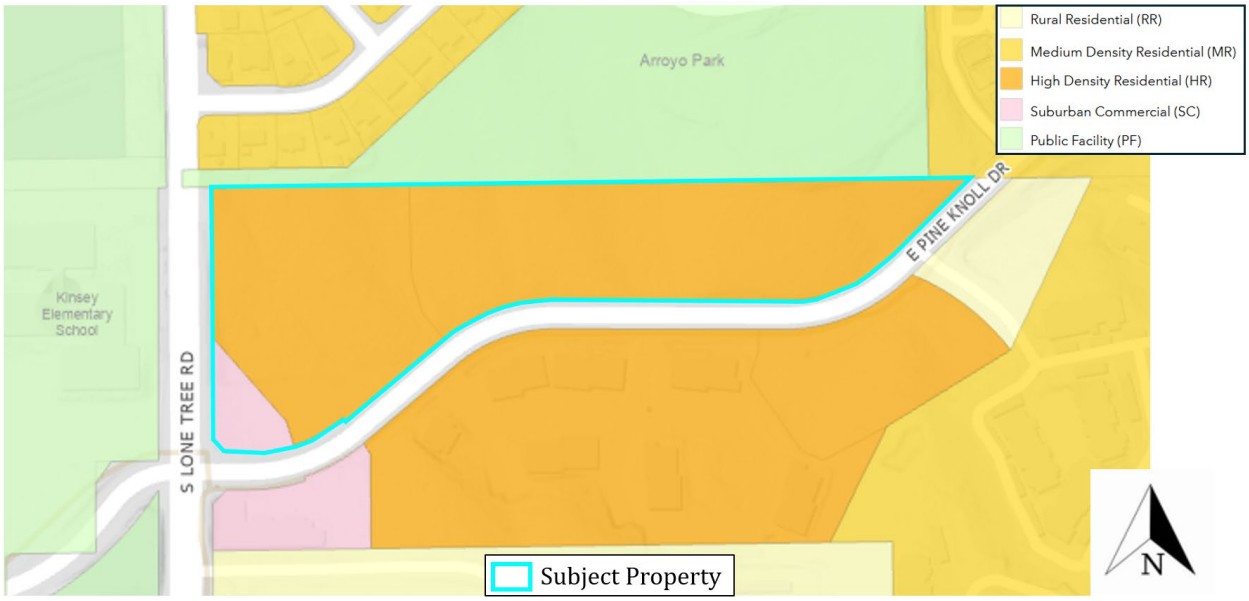
Lincoln Avenue Communities ("LAC") is requesting a zoning map amendment to facilitate development of a 168-unit affordable multifamily residential project (the "Project" or "Lone Tree Ranch"). Lone Tree Ranch will consist of three- and four-story split-level walk-up buildings that will provide highly amenitized—yet attainable—housing for the Flagstaff community. It will house workers, families, and community members making no more than 60% of the Area Median Income ("AMI").

LAC develops, owns, and operates affordable housing nationwide. LAC's current portfolio contains over 170 properties with more than 30,000 units, spanning dozens of states. LAC, along with its non-profit General Partner Fairview Housing Partners ("FHP"), are looking forward to offering high-quality affordable Housing within the City. LAC and FHP have a combined 823 units of affordable housing currently under construction in the state of Arizona, with more than 1,300 units planned over the coming years. LAC looks forward to working with the city to help Flagstaff address its housing crisis.

## II. Subject Property

LAC proposes to develop the Project on approximately 8.51 acres located at the northeast corner of Lone Tree Road & Pine Knoll Drive, also known as Coconino County Assessor's APNs 104-14-003G, -003H, and -003J (collectively, the "Property"). The Property includes Tracts "B", "C", and "D," as shown on the Plat for the Woods at Clear Creek as Recorded in Case 8, Map 25 Records of Coconino County, Arizona. As shown on the aerial map below, the Property is currently undeveloped.

The Property is currently zoned High Density Residential ("HR") across two of the parcels, comprised of approximately 8 acres. HR zoning districts are intended for medium- to high-density multifamily developments. The remaining parcel (-003G), at the southwest corner, is zoned Suburban Commercial ("SC") and is approximately 0.5 acres in size. This zoning district is intended for "retail and service establishments that supply commodities or perform services meeting the needs of adjacent residential neighborhoods." All three parcels are within the City's Resource Protection Overlay Zone. The Property's current zoning is shown below.




The Property is designated as an Existing Suburban Area in the 2030 Regional Plan Future Growth Illustration. These areas have medium to low densities (two to thirteen units per acre) and are "drivable to access homes and jobs, yet walkable by special pedestrian facilities like the Flagstaff Urban Trail System" ("FUTS").

As shown on the Location/Vicinity Map, enclosed with this application as **Item I.8**, the Property is immediately surrounded by the Woods at Clear Creek (a commercial and residential development) to the south and east, a single-family residential neighborhood and Arroyo Park to the north, and Kinsey Elementary School to the west. Additional uses are shown on **Item I.8**.

## III. Proposed Project

Lone Tree Ranch will provide contemporary multifamily housing options to households making at or below 60% of the AMI. It will include:

- 168 units (±13 du/ac) dispersed throughout four buildings and providing approximately 218,308 square feet of gross residential space;
    - Fifty-six (56) two-bedroom units,
    - Eighty-eight (88) three-bedroom units,
    - Twenty-four (24) four-bedroom units,
- Numerous high-quality amenities providing approximately 7,500 square feet of amenity space;
    - Clubhouse,
    - Leasing office,

  - Barbecue area,
  - Fitness center,
  - Playground,
  - Tot lot,
- Substantial native and regionally appropriate landscaping.

The focus on larger unit sizes allows working class families to have the space they need to comfortably raise their families without being financially burdened by higher rents or a mortgage on a home. This is difficult to find in any market as most apartments are smaller and targeted at young professionals without large families.

The Project's buildings will be three- and four-story splits. This exceeds the typical 2.5-story structure characteristic of low-rise apartments, but this is necessary due to the buildable area being precluded by the Resource Protection Area, topography, ample parking, and desirable amenity spaces. This is also due to the fact that a 2.5-story project would be financially infeasible for an affordable housing project at a much lower unit count. Residents and guests will be provided with ample parking with Lone Tree Ranch's 286 parking spaces. Ingress and egress will occur from southwest and southeast along Pine Knoll.

## IV. Requested and Required Findings

LAC is requesting a zoning map amendment to rezone APN 104-14-003G from Suburban Commercial (SC) to High-Density Residential (HR).

Direct-to-Ordinance Zoning Map Amendments are evaluated based on three findings, enumerated in Flagstaff Zoning Code Section 10-20.50.040.F.1.a. These three findings are listed below, along with a discussion of how the Project satisfies all three.

***(1) The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans.***

*Regional Plan Analysis*

Lone Tree Ranch is consistent with and conforms with the goals of Flagstaff Regional Plan 2030 in myriad ways. It is also consistent with the density contemplated by its Existing Suburban Designation in the Future Growth Illustration. More specifically, the Project proposes 168 units in total. When deflated by the 45% bonus allowed for Category 1 Affordability under Table 10-30.20.050.A of the Flagstaff Zoning Code, the "Affordable Unit

Count" rounds up to 116.[1] And when this Affordable Unit Count is distributed across the Property's 8.51 acres, the Project's proposed density rounds down to 13 du/ac, which conforms with the Regional Plan's density cap.[2]

Furthermore, the Project *strongly* supports the Plan's housing, environmental, and complete-streets goals by (1) dedicating its units to low-income households, (2) incorporating energy efficient MEP specs, appliances, and finishes, and (3) facilitating transit-access (respectively). As discussed in greater detail below, many of this Project's characteristics are expressly encouraged by the Regional Plan—indicating strong alignment with Flagstaff's long-term vision.

*Suburban Land Use Designation Analysis*

Lone Tree Ranch is fully consistent with the Suburban Land Use Designation outlined in the City of Flagstaff Regional Plan. The project's design is medium-density conforming to the density cap as mentioned above. The project remains compatible with the surrounding suburban character through thoughtful massing, scale, and site organization. Buildings are thoughtfully arranged and connected by pedestrian-friendly paseos, creating a community-oriented environment rather than an urban block pattern.

The project balances compact development with ample green space and buffers, integrating native landscaping and recreational amenities that reflect the natural setting. Access to transit, trails, and nearby employment centers supports multimodal connectivity, an essential element of suburban development that reduces vehicle dependency while maintaining neighborhood livability.

We're helping meet Suburban Area Policies such as Policy LU.5.2., Policy LU.5.3., Policy LU.6.1., Policy LU.6.4., Policy LU.13.4., and Policy LU.13.9. which will be further outlined in the next section.

Regional Plan Goals and Policies

Goals are organized by Regional Plan 2030's relevant chapters.

*Environmental Planning and Conservation*

The project lowers operational emissions through high-efficiency building systems and fixtures, and EV-ready parking to accelerate clean mobility. Safe multimodal links to nearby transit and trails are integrated to reduce vehicle miles

[1] $(^{168}/_{1.45} = 115.86)$.

[2] $(^{116}/_{8.51} = 13.6)$.

traveled, while drought-tolerant landscaping and efficient irrigation cut embodied and operating energy tied to water use.

All exterior lighting will comply with the City's Outdoor Lighting Standards. Pole heights are kept as low as practical, façade up-lighting is avoided, and motion controls/curfews are used in parking and walkway areas to limit skyglow and light trespass. The building exteriors will also implement a darker earth-toned color palette that absorbs light rather than reflects it.

The landscape palette will prioritize regional natives and adaptive species with select edible trees/shrubs where appropriate. Turf is minimized and efficient irrigation methods will be implemented.

Relevant Environmental Planning and Conservation Goals and Policies

- **Goal E&C.2.** Achieve carbon neutrality for the Flagstaff community by 2030.
  **Goal E&C.5.** Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- **Policy E&C.6.8.** Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.

*Open Space*

Perimeter landscaping along Pine Knoll/Lone Tree create a native, drought-tolerant buffer that softens views, screens parking, and provides separation from adjacent uses. Building placement preserves sightlines through the site and provides a smooth transition from the urban edge to nearby natural areas while respecting cultural and scenic resources.

Connection to the nearby FUTS path and a network of internal paths link residents to sidewalks, trails, transit, and on-site amenities, encouraging walking and biking over short car trips. Passive and active outdoor spaces scattered throughout the site with carefully placed seating invite quiet interaction with nature and a tranquil experience.

Our on-site outdoor spaces bring the character of Flagstaff's open spaces into daily life, visible from stoops, balconies, and community entries. Low-impact

design—native plantings, shade trees, and modest, shielded lighting—blends with the architecture to create a cohesive, nature-forward residential environment.

Relevant Open Space Goals and Policies

- **Policy OS.1.3.** Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.
- **Policy OS.1.4.** Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- **Policy OS.1.5.** Integrate open space qualities into the built environment.

*Water Resources*

The site design will apply the City's Low Impact Design Manual to manage stormwater. These measures improve flood attenuation and water quality, promote groundwater recharge, and enhance on-site open space with native, pollinator-supportive plantings. During construction, a SWPPP, limited disturbance zones, soil protection/de-compaction, and preserved vegetation reduce erosion, sedimentation, and compactions supporting long-term watershed health and biodiversity. The project integrates distributed LID features so stormwater is treated as a resource rather than a waste stream. Access to the FUTS network via our on-site path provides residents with great access to wildlife observation opportunities.

Relevant Water Resources Goals and Policies

- **Policy WR.5.2.** Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- **Policy WR.5.7.** Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.
- **Policy WR.6.4.** Encourage low-impact development strategies.

*Energy*

The site plan orients primary walkways to Lone Tree Road and Pine Knoll Drive to provide short, ADA-compliant routes to existing bus stops, with space reserved for a future sheltered bus stop and real-time transit info in the clubhouse.

A multi-use path connects directly to the FUTS network and streets, while secure, covered bike parking and short-term racks at amenities support everyday riding. Drive-aisle traffic calming and clear sightlines at crossings improve cyclist safety and comfort.

Shaded, accessible sidewalks loop the site and link buildings to green spaces, play areas, and the public frontage, with crosswalks and proper signage at driveway intersections to slow vehicles. Well maintained paths, shade trees, and weather-protected entries promote comfortable, year-round walking—making on-site errands and nearby destinations feasible without a car.

The project incorporates cost-effective and energy-efficient MEP specs, appliances, and finishes to reduce electric and water consumption in order to conserve natural resources and financially support the project. The project will also be all-electric. This brings the project and community closer to carbon neutrality.

Relevant Energy Goals and Policies

- **Policy E.1.4.** Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.
- **Policy E.1.5.** Promote and encourage the expansion and use of energy-efficient modes of transportation:
    (1) Public transportation
    (2) Bicycles
    (3) Pedestrians
- **Policy E.1.7.** Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.
- **Policy E.1.10.** Incentivize energy efficiency and renewable energy technologies in construction projects.

*Community Character*

Building articulation, materials, and colors are drawn from the surrounding natural environment, allowing the architecture and landscape features to blend well with the surrounding nature. Earth-toned facades and siding, roofing choices, and material selection along with dark-sky compliant lighting echo long-standing regional cues, ensuring the project complements rather than competes with Flagstaff's established character. You'll see these material and color selections in our proposed elevations submitted with the project.

Although no known cultural or archaeological resources are located on the site, the project will follow City and State protocols for discovery during construction. Should any cultural materials be encountered, work will stop immediately, and appropriate authorities will be notified. This proactive approach demonstrates the project's respect for Flagstaff's heritage and its commitment to cooperation with relevant agencies and organizations to preserve the community's cultural identity.

Lone Tree Ranch achieves balance between the natural and built settings by concentrating density in a compact footprint while preserving generous landscape buffers and outdoor uses. The project maintains a strong ecological and aesthetic connection to its environment.

Internal streets and parking areas are designed to be safe, attractive, and pedestrian-friendly, with shaded sidewalks, clearly marked crosswalks, and landscaping that provide shade and improve aesthetics. Together, these features ensure that vehicular areas support, rather than dominate, the human-scale experience and visual quality of the development.

Relevant Community Character Goals and Policies

- **Policy CC.1.2.** Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.
- **Policy CC.2.1.** Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.
- **Goal CC.3.** Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.
- **Policy CC.4.3.** Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.
- **Policy CC.4.4.** Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

*Growth Areas and Land Use*

As a suburban infill development, Lone Tree Ranch reduces the cost and environmental impact of providing services in comparison to peripheral expansion. We are also providing a Natural Resource Protection Area in-line with the city fire

code to preserve the natural environment as much as possible. As an affordable multifamily project in its suburban context, it also represents compact development that provides a variety of housing types to the Flagstaff community. This is especially impactful considering the Property's proximity to Mountain Line Routes 4 and 14 providing public transit access in a suburban area. Furthermore, the Project is highly amenitized, thereby providing social and recreational opportunities to its residents. The projects medium density between a suburban and commercial area provides a smooth transition between higher intensity and lower intensity uses and provides great access to the nearby commercial areas for work and shopping. It also fills a significant supply gap of high quality, affordable housing units helping the city address its Housing Emergency and fill in a price point that is hard to come by for many hardworking Flagstaff residents that have been priced out over the years. In short, Lone Tree Ranch will develop a vacant parcel to meet numerous needs of Flagstaff residents.

Relevant Growth Areas and Land Use Goals and Policies

- **Policy LU.1.3.** Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.
- **Policy LU.1.6.** Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- **Policy LU.3.4.** Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.
- **Policy LU.5.2.** Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- **Policy LU.5.3.** Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- **Policy LU.6.1.** Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- **Policy LU.6.4.** Provide appropriate recreational and cultural amenities to meet the needs of residents.
- **Policy LU.13.2.** Consider public transit connections in suburban development.
- **Policy LU.13.4.** Plan suburban development to include a variety of housing options.

- **Policy LU.13.9.** Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks and neighborhoods.
- **Policy LU.18.4.** Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- **Policy LU.18.6.** Support increased densities within activity centers and corridors.

*Transportation*

Lone Tree Ranch reduces congestion and emissions by prioritizing transit, walking, and cycling. The project's internal circulation directs residents toward existing bus stops, with potential for a future sheltered stop at the Lone Tree frontage. A multi-use path connects directly to the Flagstaff Urban Trail System (FUTS), while internal bike lanes and traffic calming encourage cycling. Pedestrian loops and shaded paths make walking convenient and comfortable, supporting a truly walkable community design.

Entries and internal streets are designed with appropriate lighting, crosswalks, and landscape buffers to accommodate pedestrians, cyclists, and vehicles safely.

We have sidewalks that meet ADA slope and clearance requirements and connect seamlessly to Pine Knoll Drive, Lone Tree Road, and the FUTS network. Pedestrian refuge zones and enhanced paving at drive aisles improve crossing safety, while shaded tree canopy and site furnishings promote year-round usability for all residents, including those with mobility impairments.

The project contributes to Flagstaff's comprehensive bikeway plan by providing direct trail frontage, bicycle parking, and connections to regional destinations such as NAU, Arroyo Park, and nearby commercial corridors. These linkages integrate Lone Tree Ranch into the citywide network.

<u>Relevant Transportation Goals and Policies</u>

- **Policy T.3.8.** Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.
- **Policy T.4.2.** Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.
- **Policy T.5.1.** Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

- **Policy T.6.2.** Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

*Neighborhoods, Housing, and Urban Conservation*

The Project provides 168 units at 60% AMI, which directly implements several of the Regional Plan's housing strategies. Furthermore, the mix of unit types allows families to have the space they need without being financially burdened by high rents or a mortgage on a home. This is difficult to find in any market as many new apartments are smaller and targeted at young professionals. More specifically, the variety of multifamily rental units at affordable price points will provide housing opportunities for an underserved economic sector. The project will meet ADA and Section 504 design standards ensuring that housing barriers for persons with disabilities in the community are avoided. The project will also incorporate access to public transit with paths to the bus stop immediately adjacent to the property. The developer has also held a neighborhood meeting addressing the existing residents in the neighborhood's concerns and we received no opposition or complaints.

Relevant Neighborhoods, Housing, and Urban Conservation Goals and Policies

- **Goal NH.3.** Make available a variety of housing types at different price points, to provide housing opportunity [sic] for all economic sectors.
- **Policy NH.3.1.** Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- **Policy NH.3.3.** Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
- **Policy NH.3.5.** Encourage and incentivize affordable housing.
- **Policy NH.4.3.** Address accessibility issues and other housing barriers to persons with disabilities or special needs.
- **Policy NH.4.6.** Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
- **Policy NH.6.1.** Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

*Economic Development*

Lone Tree Ranch strengthens the Pine Knoll/Lone Tree corridor through high-quality frontage improvements—layered native landscaping, shaded sidewalks, and pedestrian-scaled lighting—that create an attractive gateway experience for residents and visitors. Architectural massing, material palette, and monument signage provide a refined, cohesive appearance that elevates the corridor's visual quality, signaling the City's commitment to thoughtful investment and making the area appealing to employers and workforce alike.

As an infill project on a strategically located site near NAU and transit, Lone Tree Ranch makes efficient use of existing infrastructure while adding critically needed affordable housing in close proximity to jobs, education, and services. The project supports compact growth patterns, minimizes sprawl, and aligns with City economic and environmental goals by leveraging underutilized land to meet housing demand, stimulate neighborhood reinvestment, and support local businesses through increased foot traffic and transit ridership.

Relevant Economic Development Goals and Policies

- **Policy ED.7.4.** Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.
- **Goal ED.9.** Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals.

Policy Assessment

In addition to discussing the goals of the Regional Plan, the City also requests an assessment of some of the policies not supported by approval of this Zoning Map Amendment request. LAC strives to meet the goals and policies of the Regional Plan, and the Project recognizes the importance of cooperation between public interest and private development.

Although Lone Tree Ranch meets most of the Regional Plan's goals and Policies, parts of the Regional Plan simply do not apply to the Project—or the overall intent of the goal is met, but certain policy details cannot practicably be met. The following list provides a sample of some of the unsupported policies.

**Policy OS.1 – Open Space Goals and Policies:**

As an infill development within an already developed corridor, the site does not provide large natural open space; however, the Project integrates green infrastructure, outdoor amenities, and native landscaping to create smaller-scale open areas.

**Policy WR.5.1 – Preserve and restore existing natural watercourse corridors, including the 100-year floodplain.**

The property is outside of a FEMA-designated floodplain, so the policy does not apply. Stormwater is fully managed on-site through underground detention and LID features.

**Policy E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.**

The property does implement energy efficient MEP specifications, materials, appliances, and building practices, but the project can no longer feasibly incorporate rooftop or carport solar to offset energy consumption with the phasing out of the Solar Investment Tax Credit.

Specific Plan Analysis

Lone Tree Ranch is consistent with the goals of Flagstaff's Lone Tree Corridor Specific Plan. Although this Specific Plan only covers the Property's frontage with Lone Tree Road and is primarily concerned with transportation infrastructure, it specifically contemplates affordable housing being located along the Lone Tree Corridor. As a 100% affordable development, Lone Tree Ranch will help this aspirational goal become a reality. No other specific plan applies to the Property.

***The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.***

Lone Tree Ranch is designed to protect public health and safety by meeting all current building, fire, and accessibility codes, including providing a fully looped water main with adequate fire flow, fire apparatus access routes maintained during construction, and dark-sky compliant lighting for resident security without adding glare to the surrounding neighborhood. The site will incorporate a robust stormwater management system, reducing localized flooding and improving downstream water quality.

The Project enhances community convenience by delivering 168 units of affordable family housing within walking distance of NAU, Arroyo Park, and transit stops, thereby shortening commute distances and providing access to employment, education, and services. Its internal sidewalks, bike facilities, and transit connectivity promote safe multimodal transportation options for residents and neighbors alike.

By redeveloping an underutilized infill parcel with high-quality, long-term affordable housing, Lone Tree Ranch advances the General Plan's goals for compact growth, housing diversity, and sustainability. The inclusion of energy efficient building materials and specs, native landscaping, and open space amenities creates a healthy living environment and sets a precedent for environmentally responsible multifamily design in Flagstaff.

***The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located*.**

The 8.49-acre parcel is a regular, relatively flat infill site with frontage along Pine Knoll Drive, providing excellent access and visibility while buffering nearby neighborhoods. Its "H-shaped" building configuration, internal drive aisles, and centrally located courtyards maximize usable open space, optimize solar orientation, and break up massing, making the project well-scaled for its surroundings.

Lone Tree Ranch will operate as a professionally managed, affordable family community with on-site leasing and maintenance staff, controlled access, and robust amenity spaces. Parking is provided at a ratio of 1.7 spaces per unit, minimizing spillovers into surrounding streets, and internal circulation is designed for safe, low-speed vehicle movement.

The site layout provides a fully connected loop road with adequate turning radii for fire apparatus and designated fire lanes adjacent to all buildings. During construction, temporary fire access routes will be maintained and coordinated with Flagstaff Fire Department.

Crime prevention design principles are applied with well-lit walkways (dark-

sky compliant), clear sightlines, and active amenity spaces that promote natural surveillance. These measures enhance security and support police response when needed.

All utilities are designed to connect to existing mains in Pine Knoll Drive and Lone Tree Road. Schools, solid waste collection, and transit service are already in place within the urban service area, meaning no extraordinary public investment is required to serve the project.

By meeting or exceeding all City design standards, providing appropriate circulation and emergency access, and ensuring adequate public services, the project will not endanger or jeopardize adjacent properties. Instead, it redevelops an underutilized parcel in a way that strengthens neighborhood character and delivers affordable housing consistent with the City's General Plan.

## V. Conclusion

Lone Tree Ranch represents a significant step toward addressing Flagstaff's urgent need for quality, long-term affordable housing. The project will deliver 168 income-restricted apartment homes in a thoughtfully designed, pedestrian-oriented community that aligns with the City's goals for compact growth, sustainability, and multimodal connectivity. By redeveloping an underutilized parcel, Lone Tree Ranch leverages existing infrastructure, reduces vehicle miles traveled, and provides safe, transit-accessible homes for working families, students, and essential workers.

In addition to its affordability commitment, the project offers meaningful public benefit through its sustainable design, native landscaping, and accessible open space amenities. Lone Tree Ranch not only fills a critical housing gap but also enhances the corridor and sets an example for high quality, environmentally responsible, and socially inclusive development. We respectfully request City staff's support and a favorable recommendation to move this important project forward for the benefit of the entire Flagstaff community.

September 16, 2025
Updated: Oct. 30, 2025

# Lone Tree Ranch – 900 East Pine Knoll Drive
## Neighborhood Meeting Plan

## I. Introduction

This Neighborhood Meeting Plan is included with the Direct-to-Ordinance Zoning Map Amendment Application (the "Application") submitted by Lincoln Avenue Communities ("LAC") to facilitate development of a 168-unit affordable multifamily residential project (the "Project" or "Lone Tree Ranch"). LAC proposes to develop the Project on approximately 8.49 acres located at the northeast corner of Lone Tree Road & Pine Knoll Drive, also known as Coconino County Assessor's APNs 104-14-003G, -003H, and -003J (collectively, the "Property"). The Property is shown in **teal** on the Aerial Map, below.

The purpose of this Neighborhood Meeting Plan is to facilitate early and effective citizen participation with the Flagstaff Community. LAC is committed to providing nearby residents, property owners, and all other stakeholders with an adequate opportunity to learn about the Application. And LAC believes that ongoing dialogue with Flagstaff residents and property owners will ultimately result in delivery of the best possible version of the Project.

## II. Neighborhood Meetings

In conformance with §§ 10-20.50.040.B and 10-20.30.060 of the Flagstaff Zoning Code, LAC will hold the required number of neighborhood meetings prior to appearing before the City's Planning and Zoning Commission. The date, time, and location of each meeting will be determined through coordination with City Staff, and each meeting will include a presentation about the Project followed by a question-and-answer session. All meetings will be either hybrid or virtual-only.

## III. Neighborhood Meeting Notification

Neighborhood meeting notification letters will be sent via first-class mail to (1) the record owners of property within 300 feet of the Property; (2) all homeowners' associations within 1,000 feet of the Property; and (3) all persons and groups on the City's Registry of Interested Persons or Groups (maintained by the City in accordance with Flagstaff Zoning Code § 10-20.30.080.C). A list of record owners of property within 300 feet of the Property is enclosed with the Application as **Attachment I.9.A.**

The letters will be mailed at least fifteen calendar days before the date of the neighborhood meeting. They will contain, at a minimum, the following information:

- The date, time, location, and purpose of the meeting.
- A general description of the substance of the Application.
- The location of the Property.
- Contact information for LAC's representatives and City Staff.
- Parking/login information for attendees (as applicable).

A proposed draft of the neighborhood meeting notification letter is enclosed with the Application as **Attachment I.9.B**. Applicant will provide City Staff with the above information, which the City may then post on its website.

Applicants will also install a notification sign on the Property that is clearly visible from Milton. The sign will be at least four feet by four feet in area, and will list the purpose, time, date, and place of the neighborhood meetings. The sign will contain copies of the meeting notice that members of the public may take and will be installed at least ten days before the meeting takes place. A proposed draft of the meeting notification sign is enclosed with the Application as **Attachment I.9.C**.

## IV. Opportunities for Input

Interested parties may provide input during the neighborhood meetings. They may also call or email LAC's representatives: Lindsay Schube, of Gammage & Burnham PLC at 602.256.4471 or at lschube@gblaw.com. This contact information will also be provided on all neighborhood meeting notification materials.

## V. Meeting Records

Applicants will prepare a Citizen Participation Report after the citizen review process is completed. This report will include:

- Certification that the meeting was noticed and conducted in compliance with requirements of § 10-20.30.060.
- Dates and locations of neighborhood meetings.
- Copies of letters, notices, newsletters and other correspondence, including dates and numbers of mailings or deliveries.
- A photograph of the notification sign discussed earlier in this plan.
- A copy of the mailing list, and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located.
- The number and names of people that participated in the process based on the sign-in sheet for the meeting.
- A summary of concerns, issues and problems expressed during the neighborhood meeting and Applicants' response to the comments received at the public meeting.

The Applicant will also send a summary of the citizen participation process, via email or first-class mail, to neighborhood meeting attendees who provide their name and contact information.

## VI. Communication with City Staff

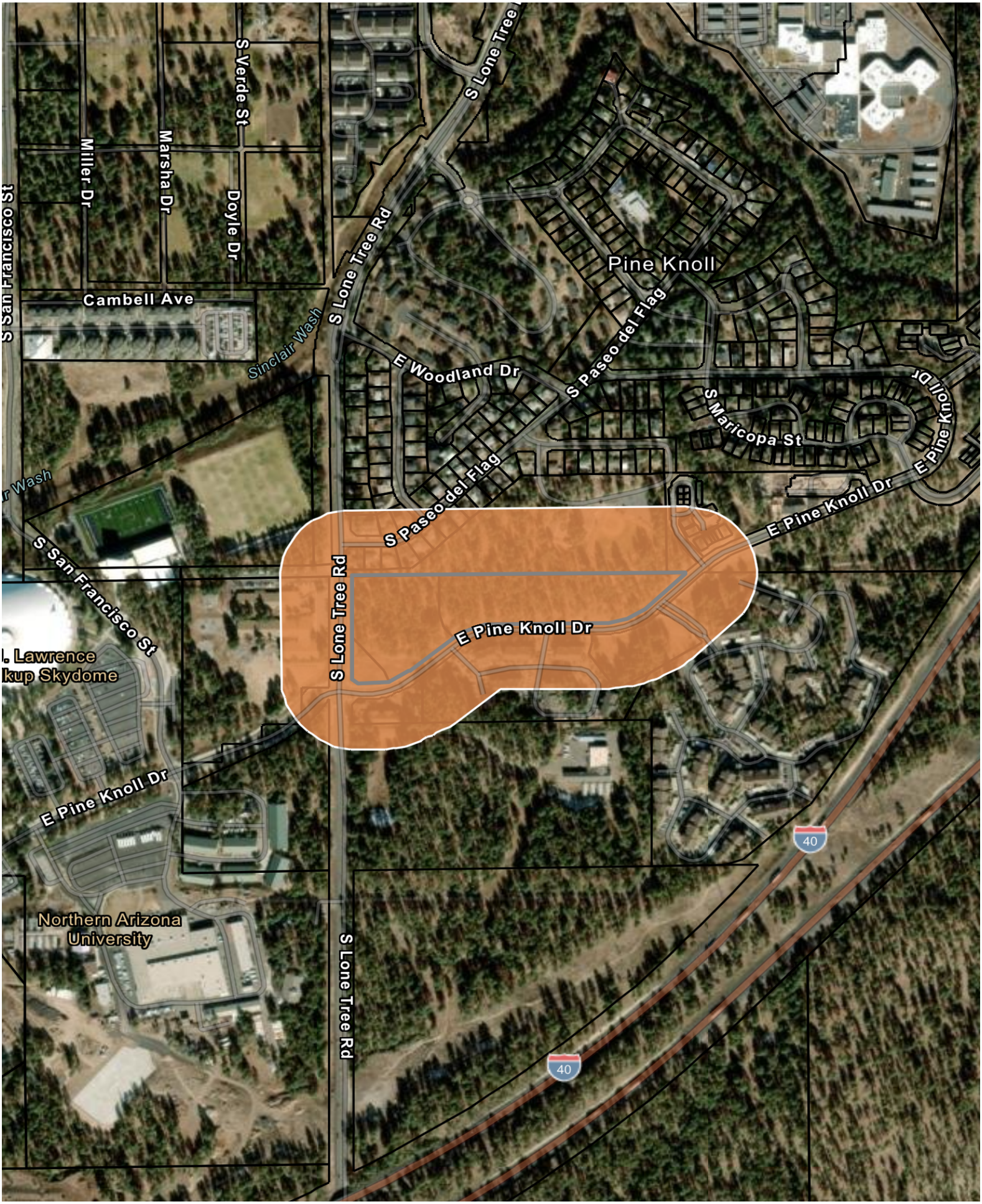
LAC is committed to keeping City Staff updated on the status of neighborhood meetings and will provide the City with copies of all meeting records (described above). Any written public comments received by the Applicant will be included in the Citizen Participation Report and provided to the City. And, of course, City Staff is encouraged to attend neighborhood meetings to discuss the Project.

## VII. Public Hearing Notification

LAC will notice all public hearings in accordance with § 10-20.30.080 of the Flagstaff Zoning Code.

## VII. Tentative Schedule

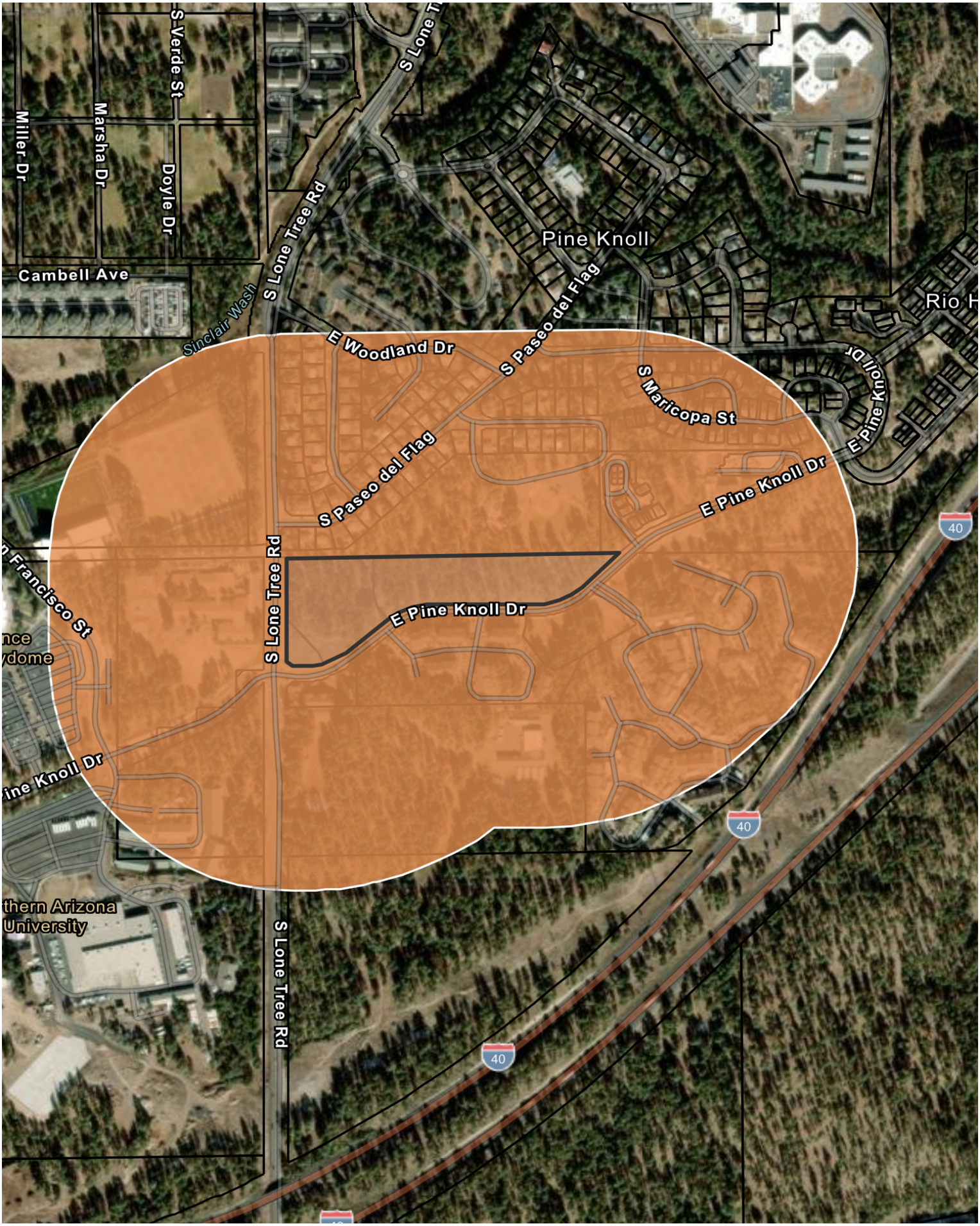
| | |
|---|---|
| First Application Submittal | September 16, 2025 |
| Second Application Submittal | October 30, 2025 |
| Neighborhood Meeting 1 | November 17, 2025 |
| Neighborhood Meeting 2 (if not waived) | TBD |
| Planning & Zoning Commission | TBD |


S Verde St
Miller Dr
Marsha Dr
Doyle Dr
S Lone Tree Rd
Pine Knoll
Cambell Ave
S San Francisco St
Sinclair Wash
E Woodland Dr
S Paseo del Flag
S Maricopa St
E Pine Knoll Dr
S Lone Tree Rd
E Pine Knoll Dr
S San Francisco St
E Pine Knoll Dr
Northern Arizona University
S Lone Tree Rd
40
40

| APN | OWNERNAME | OWNERADDRESS |
|---|---|---|
| 10325005 | FLAGSTAFF UNIFIED SCHOOL DISTRICT 1 | 3285 E SPARROW AVE FLAGSTAFF, AZ 86004 |
| 10410028 | HAZEL HOLDINGS LLC | 2109 N 4TH ST NO 3 FLAGSTAFF, AZ 86004 |
| 10410029 | MOSS JED DAVID | 33 S PASEO DEL FLAG FLAGSTAFF, AZ 86001 |
| 10410030 | PASTRICK JULIE M | 8272 SLAYTON RANCH RD FLAGSTAFF, AZ 86004 |
| 10410031 | LEMKE PATRICIA | 140 MONTEZUMA PL DURANGO, CO 81301 |
| 10410032 | LUPO JOHN A & SUSAN MARIE | 808 W MURRAY RD FLAGSTAFF, AZ 86001 |
| 10410033 | CHAVEZ JOSE T & LILLIAN M | 13 S PASEO DEL FLAG FLAGSTAFF, AZ 86001 |
| 10410034 | LUPO JOHN A & SUSAN MARIE | 808 W MURRAY RD FLAGSTAFF, AZ 86001 |
| 10410035 | ROMAS GG & J LIVING TRUST DTD 03-18-04 | 1442 W BAHIA CT GILBERT, AZ 85233 |
| 10410036 | VALENZUELA DIANE RENEE NELSON | 5372 N POMONA AVE TUCSON, AZ 85704 |
| 10410039 | ROUSSETT JAIME | 29348 BROKEN ARROW WAY MURRIETA, CA 92563 |
| 10410059 | LI ZHONG H REVOCABLE TRUST DTD 06-28-07 | 1349 CAMINO PABLO MORAGA, CA 94556 |
| 10410060 | CHURCHILL FAMILY REVOCABLE TRUST DTD 07-30-03 | 3805 E IVYGLEN ST MESA, AZ 85205 |
| 10410061 | HELVETIA LLC | 506 E CHARLES RD FLAGSTAFF, AZ 86001 |
| 10417177 | RIO HOMES HOA | 2389 S CLIFFVIEW ST FLAGSTAFF, AZ 86001 |
| 10417207 | RP40 LLC | 5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005 |
| 10417208 | RP40 LLC | 5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005 |
| 10417209 | RP40 LLC | 5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005 |
| 10417210 | RP40 LLC | 5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005 |
| 10417212 | RP40 LLC | 5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005 |
| 10417214 | RP40 LLC | 5330 S CASSANDRA BLVD FLAGSTAFF, AZ 86005 |
| 10318004C | FLAGSTAFF CITY OF | 211 W ASPEN AVE FLAGSTAFF, AZ 86001 |
| 10318004D | ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY | PO BOX 4092 FLAGSTAFF, AZ 86011 |
| 10318007A | FLAGSTAFF UNIFIED SCHOOL DISTRICT 1 | 3285 E SPARROW AVE FLAGSTAFF, AZ 86004 |
| 10325004B | FLAGSTAFF CITY OF | 211 W ASPEN AVE FLAGSTAFF, AZ 86001 |
| 10325004C | ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSITY | PO BOX 4092 FLAGSTAFF, AZ 86011 |
| 10408011A | FLAGSTAFF CITY OF | 211 W ASPEN AVE FLAGSTAFF, AZ 86001 |
| 10410037B | BERMAN SUZANNE ELIZABETH FAMILY TRUST DTD 04-03-01 | 2800 N PEBBLE BEACH DR FLAGSTAFF, AZ 86004 |
| 10414003F | CLEAR CREEK VILLAGE APARTMENTS LLC | 8427 N MILLBROOK NO 110 FRESNO, CA 93720 |
| 10414003G | CONSOLIDATED INVESTMENT CO INC | 203 N LASALLE ST NO 2100 CHICAGO, IL 60601 |
| 10414003H | CONSOLIDATED INVESTMENT CO INC | 203 N LASALLE ST NO 2100 CHICAGO, IL 60601 |
| 10414003J | CONSOLIDATED INVESTMENT CO INC | 203 N LASALLE ST NO 2100 CHICAGO, IL 60601 |

| | | |
|---|---|---|
| 10414003M | CLEAR CREEK VILLAGE APARTMENTS LLC | 8427 N MILLBROOK NO 110 FRESNO, CA 93720 |
| 10414003N | RRIM 003N HOLDING LLC | 8427 N MILLBROOK AVE NO 110 FRESNO, CA 93720 |
| 10414003R | RIDGE AT CLEAR CREEK APARTMENTS LLC | 8427 N MILLBROOK NO 110 FRESNO, CA 93720 |
| 10410062 | SCHROEDER KURT | 1950 N CRECENT DR, FLAGSTAFF AZ 86001 |
| 10410027 | DUIS JENNIFER | 39 S PASEO DEL FLAG FLAGSTAFF, AZ 86001 |

1000' Radius for Homeowners' Associations



LUPO JOHN A & SUSAN MARIE
808 W MURRAY RD
FLAGSTAFF
AZ
86001

COLA ANTHONY III
26 E RIDGECREST DR
FLAGSTAFF
AZ
86001

GALLOWAY GREG & MICHELLE
22 E RIDGECREST DR
FLAGSTAFF
AZ
86001

WOLFF GR INTERVIVOS TRUST DTD 05-01-87
2635 FARWELL AVE
LOS ANGELES
CA
90039

FISHELL FAMILY TRUST DTD 06-01-12
3190 LAS FALDAS DR
FULLERTON
CA
92835

INTHETREES LLC
2722 N STAPLEY DR
MESA
AZ
85203

ROBERSON LORI A
16864 W LAS PALMARITAS DR
WADDELL
AZ
85355

SALBERG JULIAN P & YONA TRUST DTD 04-30-90
PO BOX 578
CORNVILLE
AZ
86325

FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF
AZ
86001

LOZANO DAVID S & PATRICIA
2780 W DARLEEN DR
FLAGSTAFF
AZ
86001

GARCIA PAMELA J
154 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

HAIGHT MATTHEW
14736 N 147TH LN
SURPRISE
AZ
85379

WITT DUANE I & REBECCA E
1680 W UNIVERSITY HEIGHTS DR N
FLAGSTAFF
AZ
86005

BRANCH MELISSA S REVOCABLE LIVING TRUST DTD 10-19-...
1810 E 2ND PL
MESA
AZ
85203

HAIGHT MATTHEW ROBERT ALEXANDER
14736 N 147TH LN
SURPRISE
AZ
85379

PADILLA LELIS C & ALICE M JT
7 PINE CIR
FLAGSTAFF
AZ
86001

KUCHARSKI KATHRYN P
315 W ALMERIA RD
PHOENIX
AZ
85003

EAST WOODLAND LLC
1400 E SOUTHERN AVE NO 1020
TEMPE
AZ
85282

BRINKMAN ERIN ELAINE TRUST DTD 10-02-19
307 E WOODLAND DR
FLAGSTAFF
AZ
86001

STEADMAN KATHY
11418 E HELM DR
SCOTTSDALE
AZ
85255

BENTON JOHNNIE B
781 36TH AVE
SAN FRANCISCO
CA
94121

MILLHOUSE PROPERTIES LLC
16203 HAZY PINES CT
HOUSTON
TX
77059

BELLMORE KRISTINE
160 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

HOLTZ RYAN
PO BOX 22361
FLAGSTAFF
AZ
86002

PINEGROVE RENTALS LLC
9510 SW MOUNTAIN VIEW LN
TIGARD
OR
97224

SONIER ABIGAIL BENEFICIARY TRUST CU SONIER LIVING T...
3185 DEADWOOD DR
MOHAVE VALLEY
AZ
86440

STUMP RONALD E
7075 N HWY 89
FLAGSTAFF
AZ
86004

MCDAUDERMAN REVOCABLE TRUST DTD 07-11-22
118 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

IN THE TREES LLC
2722 N STAPLEY DR
MESA
AZ
85203

MILLER BRADLEY G & THERESA C
16203 HAZY PINES CT
HOUSTON
TX
77059

NENE TRUST DTD 05-08-19
2148 N TALKINGTON DR
FLAGSTAFF
AZ
86001

HAZEL HOLDINGS LLC
2109 N 4TH ST NO 3
FLAGSTAFF
AZ
86004

CASTLE ON THE KNOLL LLC
PO BOX 23595
FLAGSTAFF
AZ
86002

HERNANDEZ JESUS & ERNESTINE
402 E WOODLAND DR
FLAGSTAFF
AZ
86001

DELEON SANTIAGO J
414 E WOODLAND DR
FLAGSTAFF
AZ
86001

MAGANA LISA MARIE
410 E WOODLAND DR
FLAGSTAFF
AZ
86001

BALL RANDAL & LAURA
3602 N GRANDVIEW DR
FLAGSTAFF
AZ
86004

FLAGSTAFF PEAK LLC
495 S RIVER RUN RD NO 100
FLAGSTAFF
AZ
86001

PATEL SEJAL PARSHOTTAM
16122 NELSON ST
WESTMINSTER
CA
92683

LEWIS MARK ANTHONY & EMILY MARIE
148 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

NIETO MARTHA
107 PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SCHWALENSTOCKER JULIA W & GEORGE
908 W COCONINO AVE
FLAGSTAFF
AZ
86001

HELVETIA LLC
506 E CHARLES RD
FLAGSTAFF
AZ
86001

ROMAS GG & J LIVING TRUST DTD 03-18-04
1442 W BAHIA CT
GILBERT
AZ
85233

MOSS JED DAVID
33 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

MILLER BRADLEY G
16203 HAZY PINES CT
HOUSTON
TX
77059

BLASING & FRYE FAMILY TRUST DTD 03-06-23
12365 DUTCHMAN DR
FLAGSTAFF
AZ
86004

MCCLINTON JAMES SR
26 S PINE CIR
FLAGSTAFF
AZ
86001

WOODARD PROPERTIES LLC
1045 W LAVA LN
FLAGSTAFF
AZ
86001

IRVING CORINE R
PO BOX 1163
FLAGSTAFF
AZ
86002

ROBERTSON JOSIAH JR
7837 N ROUNDSTONE DR
TUCSON
AZ
85741

LI ZHONG H REVOCABLE TRUST DTD 06-28-07
1349 CAMINO PABLO
MORAGA
CA
94556

CHURCHILL FAMILY REVOCABLE TRUST DTD 07-30-03
3805 E IVYGLEN ST
MESA
AZ
85205

PASTRICK JULIE M
8272 SLAYTON RANCH RD
FLAGSTAFF
AZ
86004

WAVERTREE LLC
51 S MARICOPA ST NO 1201C
FLAGSTAFF
AZ
86004

MCCAUL BRAD
855 E DAVID DR
FLAGSTAFF
AZ
86001

CONSTANTINO ALMA J ESTRADA
23 S PINEGROVE RD
FLAGSTAFF
AZ
86001

ROHR FAMILY TRUST DTD 03-27-24
783 N FOREST VIEW DR
FLAGSTAFF
AZ
86001

KISH FAMILY LIVING TRUST DTD 02-07-06
1584 EARL AVE
SIMI VALLEY
CA
93065

SPEER MICHAEL & EMILY LYDIA
128 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

URBAN RENEWAL TRUST 08222020 DTD 08-01-20
216 N HUMPHREYS ST
FLAGSTAFF
AZ
86001

AVILA ORLANDO
124 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SALBERG JULIAN P & YONA
PO BOX 578
CORNVILLE
AZ
86325

BAIN GEORGE W & REUKEMA JANE T TRUST DTD 08-01-24
145 E ASTRO LN
FLAGSTAFF
AZ
86001

PARRA TOMAS & ZALDIVAR ROSA M
17 E RIDGECREST DR
FLAGSTAFF
AZ
86001

FRUMHOFF ROBERT
13 E RIDGECREST DR
FLAGSTAFF
AZ
86001

MARTINEZ MAX
9 RIDGECREST DR
FLAGSTAFF
AZ
86001

SMITH BELINDA
5 E RIDGECREST DR
FLAGSTAFF
AZ
86001

GLOTFELTY-JONES FAMILY TRUST DTD 05-14-08
10001 N 34TH PL
PHOENIX
AZ
85028

MORRISON CAYSON
59 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SPRINGHILL BAPTIST CHURCH
624 S O'LEARY ST
FLAGSTAFF
AZ
86001

ULIBARRI PETE & MARY C
6580 W DANA DR
TUCSON
AZ
85735

ELAM FAMILY LIVING TRUST DTD 01-20-20
47 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

BELLE PROPERTIES LLC
2016 S ARROWHEAD LN
COTTONWOOD
AZ
86326

BENKO ERIK JOHN & NICOLE
46 S PINEGROVE RD
FLAGSTAFF
AZ
86001

THOMPSON RENTALS LLC
PO BOX 2782
FLAGSTAFF
AZ
86003

MCDOWELL MEGHAN GILBERT
43 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SHADDY LARRY DEAN & STACEY L
216 N MOGOLLON ST
FLAGSTAFF
AZ
86001

DUIS JENNIFER
39 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

SCHROEDER KURT
1950 N CRESCENT DR
FLAGSTAFF
AZ
86001

ROUSSETT JAIME
29348 BROKEN ARROW WAY
MURRIETA
CA
92563

BERMAN SUZANNE ELIZABETH FAMILY TRUST DTD 04-03-0...
2800 N PEBBLE BEACH DR
FLAGSTAFF
AZ
86004

BERMAN DANIEL D SURVIVORS TRUST DTD 04-03-01
2800 N PEBBLE BEACH DR
FLAGSTAFF
AZ
86004

VILLAS OLIVIA
29 E RIDGECREST DR
FLAGSTAFF
AZ
86001

RIDGECREST HALE LLC
3225 MCLEOD DR NO 777
LAS VEGAS
NV
89121

KISKADDON HOLLY A TRUST DTD 05-25-21
15107 N 100TH PL
SCOTTSDALE
AZ
85260

CAUVIN JOHN ROBERT H LIVING TRUST DTD 09-14-21
PO BOX 2174
CAREFREE
AZ
85377

VANNATTA PAUL R TRUST AGREEMENT DTD 11/24/99
3065 E PLACITA ALDEA LINDA
TUCSON
AZ
85716

LLOYD KEITH W
417 E WOODLAND DR
FLAGSTAFF
AZ
86001

PATTIE LISA D & NICHOLAS
20412 W HESS AVE
BUCKEYE
AZ
85326

COCKING JEFFERY D & JILL
433 E WOODLAND DR
FLAGSTAFF
AZ
86001

LEE JEFFREY P & ANGEL J
441 E WOODLAND DR
FLAGSTAFF
AZ
86001

HOPSON SAMANTHA M
2377 W MISSION TIMBER CIR
FLAGSTAFF
AZ
86001

LEMKE PATRICIA
140 MONTEZUMA PL
DURANGO
CO
81301

ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA ...
PO BOX 4092
FLAGSTAFF
AZ
86011

CONSOLIDATED INVESTMENT CO INC
203 N LASALLE ST NO 2100
CHICAGO
IL
60601

CHAVEZ JOSE T & LILLIAN M
13 S PASEO DEL FLAG
FLAGSTAFF
AZ
86001

VALENZUELA DIANE RENEE NELSON
5372 N POMONA AVE
TUCSON
AZ
85704

FLAGSTAFF UNIFIED SCHOOL DISTRICT 1
3285 E SPARROW AVE
FLAGSTAFF
AZ
86004

CLEAR CREEK VILLAGE APARTMENTS LLC
8427 N MILLBROOK NO 110
FRESNO
CA
93720

RIDGE AT CLEAR CREEK APARTMENTS LLC
8427 N MILLBROOK NO 110
FRESNO
CA
93720

RRIM 003N HOLDING LLC
8427 N MILLBROOK AVE NO 110
FRESNO
CA
93720

FISCHER FAMILY TRUST DTD 01-27-22
12314 N 72ND AVE
PEORIA
AZ
85381

WYATT PHILIP CHARLES
1345 S MARICOPA ST
FLAGSTAFF
AZ
86001

MPC TRUST DTD 06-25-02
1313 S MARICOPA ST
FLAGSTAFF
AZ
86001

VUKASINOVICH TIFFANY REVOCABLE TRUST DTD 10-11-21
12138 RANCH BERNARDO RD
SAN DIEGO
CA
92128

URIG FAMILY TRUST DTD 12-27-04
2934 E ELM ST
PHOENIX
AZ
85016

HEINZE CARL R & KATHERINE A
3952 E BART ST
GILBERT
AZ
85295

HORN CASEY & GRETA
2725 WILD RIVER DR
ROSEBURG
OR
97470

QUINTANA JOSHUA KYLE & JACQUELINE COPP
1361 S MARICOPA ST
FLAGSTAFF
AZ
86001

LAUDICK TERRANCE J & LANA K
1297 S MARICOPA ST
FLAGSTAFF
AZ
86001

CARNICOM JAMES TK & MELODY D
18612 W SWEET ACACIA DR
GOODYEAR
AZ
85338

CDH TRUST DTD 04-27-20
6752 E OCUPADO DR
CAVE CREEK
AZ
85331

PEREZ ROBERTO L & MARY M
7011 S STAR DR
GILBERT
AZ
85298

HEYNSSENS JULIE B
1344 S MARICOPA ST
FLAGSTAFF
AZ
86001

GEHRKE SCOTT W
4841 E HEARN RD
SCOTTSDALE
AZ
85254

MASON LEWIS
1328 S MARICOPA ST
FLAGSTAFF
AZ
86001

DONIS PAUL A & KAROLINA M TRUST DTD 06-07-10
5839 E WILSHIRE DR
SCOTTSDALE
AZ
85257

MARISON TRUST DTD 12-28-18
8528 N 16TH PL
PHOENIX
AZ
85020

MOCKINGBIRD GROUP LLC
6632 N 66TH PL
PARADISE VALLEY
AZ
85253

MONTANO URSULA LIVING TRUST DTD 07-15-25
1288 S MARICOPA ST
FLAGSTAFF
AZ
86001

PINE KNOLL VILLAGE COMMUNITY ASSOC
PO BOX 10000
PRESCOTT
AZ
86304

MCMICHAEL LINDA J & RICHARD D
1352 S MARICOPA ST
FLAGSTAFF
AZ
86001

RP40 LLC
5330 S CASSANDRA BLVD
FLAGSTAFF
AZ
86005

S & A FAMILY TRUST DTD 12-31-07
17145 E RAND DR
FOUNTAIN HILLS
AZ
85268

HILL BRYCE
1171 E DOGWOOD LN
FLAGSTAFF
AZ
86001

MILLER SEAN P
1225 S MARICOPA ST
FLAGSTAFF
AZ
86001

GOEBEL RICK & TERRI FAMILY TRUST DTD 07-19-18
4549 E ENCANTO ST
MESA
AZ
85205

ALLEN GLENN A & JULIE
1337 E LUDLOW DR
PHOENIX
AZ
85022

TAGER SURVIVORS TRUST DTD 02-13-97
11002 N 62ND ST
SCOTTSDALE
AZ
85254

GONSHAK LARRY & JUDI
1118 E DOGWOOD LN
FLAGSTAFF
AZ
86001

TSINGINE GLENN W & CANDACE A
1182 E DOGWOOD LN
FLAGSTAFF
AZ
86001

SHIVERS TRAVIS & LAURA
437 W VERDE LN
TEMPE
AZ
85284

DARLING SUSAN E TRUST DTD 03-27-24
2128 E 2ND ST
TUCSON
AZ
85719

TROUARD THEODORE P & MARGARET E
2026 E KLEINDALE RD
TUCSON
AZ
85719

DPC TRUST DTD 01-03-03
4518 E ROBIN LN
PHOENIX
AZ
85050

RIO HOMES HOA
2389 S CLIFFVIEW ST
FLAGSTAFF
AZ
86001

Submitted: December 11, 2025

# Lone Tree Ranch– 900 East Pine Knoll
## Neighborhood Meeting Record of Proceedings

## I. Project Description

This Record of Proceedings is included with the Direct-to-Ordinance Zoning Map Amendment Application No. PZ-24-00224-04 (the "Application") submitted by Lincoln Avenue Communities ("LAC") to facilitate development of a 168-unit affordable multifamily residential project (the "Project" or "Lone Tree Ranch"). LAC proposes to develop the Project on approximately 8.51 acres located at the northeast corner of Lone Tree Road & Pine Knoll Drive, also known as Coconino County Assessor's APNs 104-14-003G, -003H, and -003J (collectively, the "Property"). The Property is shown in **teal** on the Aerial Map, below.

The purpose of this Record of Proceedings is to certify that a neighborhood meeting was noticed and conducted under as required under Flagstaff Code § 10-20.30.060, and to document LAC's public outreach about the Application.

## II. Public Involvement Techniques

In accordance with § 10-20.30.060.A of the Zoning Code, LAC held a neighborhood meeting on November 17, 2025. The meeting was held virtually.

### A. November 17, 2025 Meeting

The meeting opened with a presentation about the Project, followed by a question/answer with citizens, property owners, and stakeholders. Questions were also received by presenters throughout

the meeting, allowing LAC to directly address issues as quickly as possible. A list of attendees may be found below.

| First Initial | Last Name | Join Time | Leave Time |
|---|---|---|---|
| D. | Rosenbaum | 11/17/2025 17:31 | 11/17/2025 17:58 |
| C. | Henderson | 11/17/2025 17:30 | 11/17/2025 17:58 |
| D. | Coleman | 11/17/2025 17:43 | 11/17/2025 17:54 |
| D. | Arvanites | 11/17/2025 17:30 | 11/17/2025 17:56 |
| M. | Klein* | 11/17/2025 17:30 | 11/17/2025 17:58 |
| J. | Graziano | Registered but did not attend | |
| L. | Stone | Registered but did not attend | |

*Mr. Klein is a member of the Project's Development Team

Notification letters for this meeting were sent on October 27, 2025 via first class mail to each real property owner within a 300-foot radius of the Property and all property owners'/homeowners' association within a 1000-foot radius of the Property, and any individuals, groups, etc. on the City's "Registry of Persons and Groups" as provided by the City, and City Staff (collectively, "Affected Parties"). No letters were returned as undeliverable. A list of the Affected Parties and a draft of this letter were previously submitted to the City as part of the Neighborhood Meeting Plan included with the Application. An affidavit attesting to this mailing was submitted to the City via email on October 31, 2025.

In addition to the notification letters, a four-by-four-foot sign was posted at the intersection of Lone Tree Road & Pine Knoll Drive. This sign was posted in a location that is visible from the public right-of-way and listed the purpose, time, date, and URL/QR code of the neighborhood meeting. A copy of this sign, as well as an affidavit attesting to its posting were submitted to the City via email on October 31, 2025.

In addition to the neighborhood meeting, LAC engaged with two voicemails and one email regarding the Application. One voicemail inquired about Project information, while the other voicemail and email asked for additional details about the neighborhood meeting. All messages were responded to and each maintained neutral tones without expressing any concerns or issues.

## III. Summary of Concerns and Issues

### A. November 17, 2025 Meeting

The tone of the neighborhood meeting was positive and informative. The meeting took slightly under thirty (30) minutes, and only four (4) questions were presented, none of which raised substantive issues. Each question was addressed live.

The following list summarizes the questions posed during the meeting, along with LAC's responses.

1. Preservation of Woods on the Property
   a. The Project will comply with all forest preservation requirements.
2. Operation of the Development after Construction

   a. The developer is obligated to operate the development for at least fifteen (15) years under federal rules, and LAC is genuinely invested in successfully integrating this planned community into the greater Flagstaff community.

3. Location of Access Points for the Property
   a. Two entrance and exit points would be located on Pine Knoll Drive.
4. Measures to Ensure Units are Rented to Working Members of the Community (Rather than, say, Students)
   a. LAC shared about the existing restrictions on renting LIHTC apartments to students and also highlighted opportunities to partner with local institutions, such as fire stations and schools, to ensure that Flagstaff's frontline workers would be included in the Lone Tree Ranch community.

### B. Waiver of Second Neighborhood Meeting

Because the questions asked in the November 17, 2025 neighborhood meeting were informational in nature, as opposed to raising substantive issues or expressing concerns, and because the public participation was minimal, City staff granted a waiver of the requirement to conduct a second neighborhood meeting pursuant to Flagstaff Zoning Code § 10-20.30.060.G.

## IV. Conclusion

In summary, the tone of the neighborhood meeting was positive and informative. LAC looks forward to continuing to work with the City to serve the Flagstaff community with the proposed Project.

## Affidavit of Notifications to Affected Property Owners

**Case Number:** PZ-24-00224-04

**Project Name:** Lone Tree Ranch (Pine Knoll Multi-family)

**Applicant Name:** Lincoln Avenue Communities

**Location:** 900 E Pine Knoll

In order to assist in providing adequate notice to interested parties the applicant for a Zoning Map Amendment in the City of Flagstaff shall hold a neighborhood meeting and notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the neighborhood meeting date.**

I confirm that the neighborhood meeting notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 31 day of October, 2025 by:

_____
Notary Public

LORIE LEE SMITH
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 671483
Expires August 23, 2028

My Commission Expires:

8-23-2028

## Affidavit of Sign Posting

**Case Number:** PZ-24-00224-04

**Project Name:** Lone Tree Ranch (Pine Knoll Multi-family)

**Applicant Name:** Lincoln Avenue Communities

**Location:** 900 E Pine Knoll

In order to assist in providing adequate notice to interested parties the applicant for a Zoning Map Amendment in the City of Flagstaff shall hold a neighborhood meeting and post a notification sign as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the meeting and to update the meeting information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the neighborhood meeting.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 31 day of October, 2025 by:

_____
Notary Public

LORIE LEE SMITH
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 671483
Expires August 23, 2028

8.23.2028
My Commission Expires:

NEIGHBORHOOD MEETING
LOCATION:
November 17, 2025, at 5:30 PM
REQUEST/PROPOSAL:
Direct-to-Ordinance Zoning Map Amendment to change the zoning designation of this property from Suburban Commercial to High Density Residential
GENERAL LOCATION:
Approximately 8.49 acres, northeast of Lone Tree Road and Pine Knoll Drive
CASE NUMBER:
PZ-26-00224-04
APPLICANT CONTACT:
Lindsay Schube, Gammage & Burnham, PLC
(602) 256-4471 or lschube@gblaw.com
City of Flagstaff Planning & Development Services Division
Wesley Welch, Senior Planner: (928) 213-2608
Brochure Box
10-27-2025

1 SD Site Plan -Site Plan Review
1" = 50'-0"

| PROJECT INFORMATION | | |
|---|---|---|
| III | **Development Name** | Lone Tree Ranch |
| IV | **Site Address** | 900 E Pine Knoll |
| V | **Assessor's Parcel Number (APN)** | 104-14-003G<br>104-14-003H<br>104-14-003J |
| VI | **Parcel size (acreage, net and gross)** | Gross Area = 8.51 acres<br>Net Area = 8.28 acres |
| VII | **Zone District** | HR - High Density Residential<br>SC - Suburban Commercial |
| VIII | **Developer's name, address, and phone number** | Lincoln Avenue Communities<br>401 Wilshire Blvd., 11th Floor<br>Santa Monica, CA 90401<br>(424) 222-8253<br>www.lincolnavenue.com |
| IX | **Preparer's name, address, and phone number** | Kaas Wilson Architects<br>1301 American Boulevard East<br>Bloomington, MN 55425<br>(612) 879-6000<br>www.kaaswilson.com |
| X | **Residential: Proposed dwelling units per acres/permitted dwelling units per acre by zone district** | Proposed: 20 units/acre; (±13 units/acre after adjusting for affordability incentives.)<br>Permitted: 10-22 units/acre (HR Zone) |
| X11 | **Building Information:** | |
| | • **Gross Floor Area** | 54,577 * 4 (Apartment Bldgs) + 6,569 (Clubhouse) = 224,877 sf |

| PROJECT INFORMATION (Apartment Buildings) | | |
|---|---|---|
| XII | **Building Information (cont'd):** | |
| | • **Number of Floors** | North: 3 Stories<br>South: 4 Stories |
| | • **Proposed maximum height/permitted maximum height by zone district** | Proposed: 44' - 1 5/8" (3 Stories)<br>Proposed: 54' - 9 1/2" (4 Stories)<br>Permitted: 60' |
| | • **Number of units and proposed commercial suite numbers and/or residential apartment numbers** | Total Number of Units: 168<br>See floor plan sheets for res. apt. numbers |
| | • **Building square footage (if multiple structures, list uses, proposed building numbers and associated square footage)** | 54,577 sf (per Apartment Bldg) - See floor plan sheets. |
| | • **Proposed International Building Code Occupancy Class and Construction Type** | Occupancy: R-2<br>Construction Type: VA |
| | • **Indicate proposed fire sprinklers if applicable** | NFPA 13R |
| | • **Proposed number of off-street parking spaces/required number of off-street parking spaces** | Proposed: 286<br>Required: 288 (286, adjusted per 10-50.80.060 Parking Adjustments*) |
| | • **Proposed number of off-street ADA compliant parking spaces/required number of off-street ADA spaces** | Proposed: 9<br>Required: 1 per Type A unit (4) + 2% of the total parking (4) |
| | • **Proposed and required number of bicycle parking spaces** | Proposed: 15 (req'd) + 8<br>Required: 5% of of the required vehicle parking (288 * .05 = 14.4, or 15) |

*10-50.80.060 Parking Adjustments
F. Bicycle Parking Reduction. The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking spaces, except for an HOHD or MHOHD.

| PROJECT INFORMATION (Clubhouse) | | |
|---|---|---|
| XII | **Building Information (cont'd):** | |
| | • **Number of Floors** | 1 Story |
| | • **Proposed maximum height/permitted maximum height by zone district** | Proposed: 22' - 9 3/8"<br>Permitted: 60' |
| | • **Building square footage (if multiple structures, list uses, proposed building numbers and associated square footage)** | 6,569 sf - See floor plan sheets. |
| | • **Proposed International Building Code Occupancy Class and Construction Type** | Occupancy: A-3/B<br>Construction Type: VB |
| | • **Indicate proposed fire sprinklers if applicable** | Clubhouse to remain under the maximum allowable area for an unsprinklered A-3 occupancy. |

**NOTE: SEE CIVIL SITE PLAN FOR ADDITIONAL SUBJECT SITE DATA.**

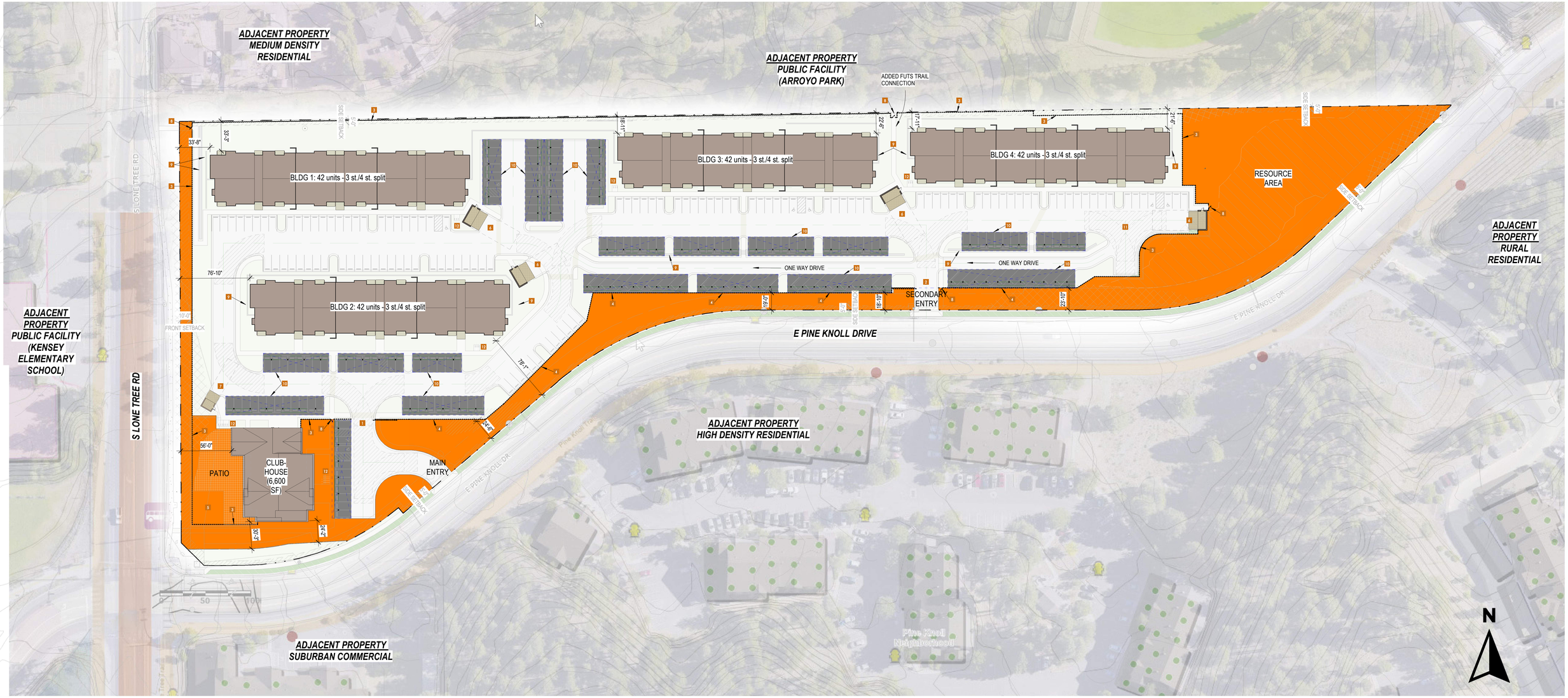
| Unit Mix (by Apartment Bldg) | | | | | |
|---|---|---|---|---|---|
| **Building (Typ.)** | **Unit 2-1 (2BR )** | **Unit 3-1 (3BR )** | **Unit 3-2 (3BR )** | **Unit 4-1 (4BR )** | **Subtotal:** |
| **Gross Area (by...** | **1,014 sf** | **1,219 sf** | **1,239 sf** | **1,351 sf** | |
| **Level -1** | 2 | 2 | 2 | - | **6** |
| **Level 1** | 4 | 2 | 4 | 2 | **12** |
| **Level 2** | 4 | 2 | 4 | 2 | **12** |
| **Level 3** | 4 | 2 | 4 | 2 | **12** |
| **Totals:** | **14** | **8** | **14** | **6** | **42** |

| Unit Mix (Total Site, incl. Apt Bldgs 1-4) | | | | | |
|---|---|---|---|---|---|
| **Building (Typ.)** | **Unit 2-1 (2BR )** | **Unit 3-1 (3BR )** | **Unit 3-2 (3BR )** | **Unit 4-1 (4BR )** | **Subtotal:** |
| **Gross Area (by...** | **1,014 sf** | **1,219 sf** | **1,239 sf** | **1,351 sf** | |
| **Level -1** | 8 | 8 | 8 | - | **24** |
| **Level 1** | 16 | 8 | 16 | 8 | **48** |
| **Level 2** | 16 | 8 | 16 | 8 | **48** |
| **Level 3** | 16 | 8 | 16 | 8 | **48** |
| **Totals:** | **56** | **32** | **56** | **24** | **168** |

## SITE PLAN KEY

1 MAIN ENTRY GATE (SLIDING)
2 SECONDARY ENTRY GATE (SLIDING)
3 PERIMETER DECORATIVE FENCING
4 SCREEN WALL/FENCING
5 PLAYGROUND
6 DUAL TRASH ENCLOSURE, 8 CU. YD. MIN.
7 SINGLE TRASH ENCLOSURE, 4 CU. YD. MIN.
8 FENCE GATES AT SIDEWALK/SITE ENTRANCE
9 RETAINING WALL, TYP.
10 SHADE STRUCTURE, TYP.
11 HAMMERHEAD TURNAROUND
12 BICYCLE PARKING
COMMON (CIVIC) SPACE

SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025




1 SD Site Plan -Site Plan Review
1" = 50'-0"

| Table 10-40.30.030.F.: Common Space Requirements | |
|---|---|
| **Area [1]** | 15% of gross lot or parcel area; at least one Common Space area shall be no less than 400 sq. ft. |
| **Width** | 15' min. |
| **Depth** | 15' min. |

**Site Area (Gross) = 8.51 acres**
**Common Space Area = 87,472 sf, or 2.01 acres**
**Common Space Calcuations = (2.01 / 8.51) = 23.6%**

## SITE PLAN KEY

1. MAIN ENTRY GATE (SLIDING)
2. SECONDARY ENTRY GATE (SLIDING)
3. PERIMETER DECORATIVE FENCING
4. SCREEN WALL/FENCING
5. PLAYGROUND
6. DUAL TRASH ENCLOSURE, 8 CU. YD. MIN.
7. SINGLE TRASH ENCLOSURE, 4 CU. YD. MIN.
8. FENCE GATES AT SIDEWALK/SITE ENTRANCE
9. RETAINING WALL, TYP.
10. SHADE STRUCTURE, TYP.
11. HAMMERHEAD TURNAROUND
12. BICYCLE PARKING

COMMON (CIVIC) SPACE

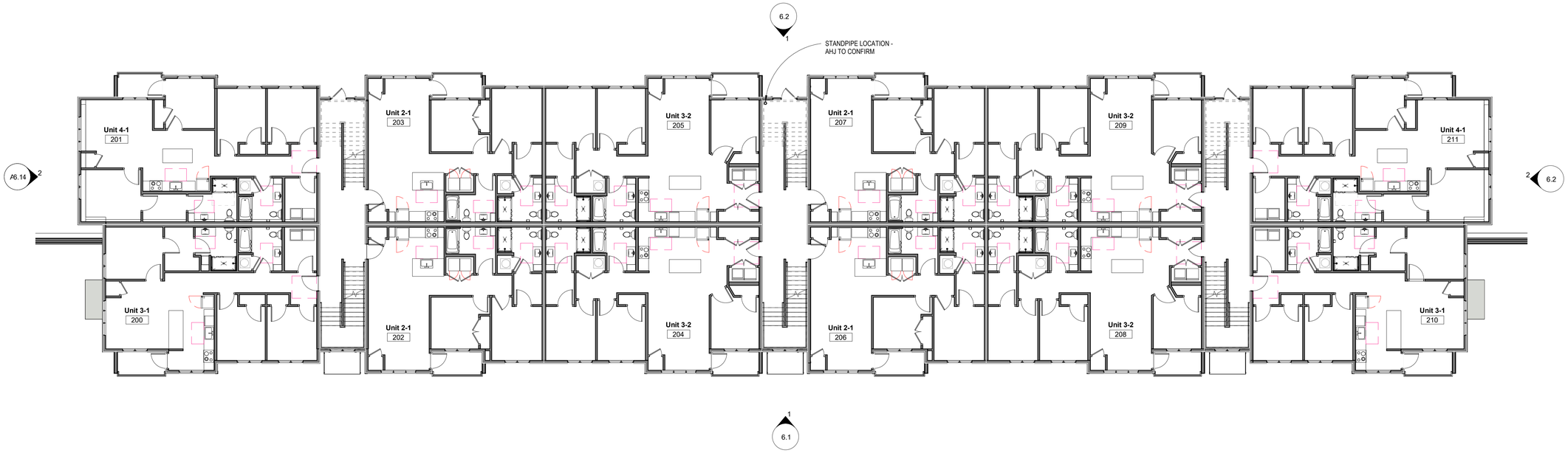
SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

kaas wilson architects

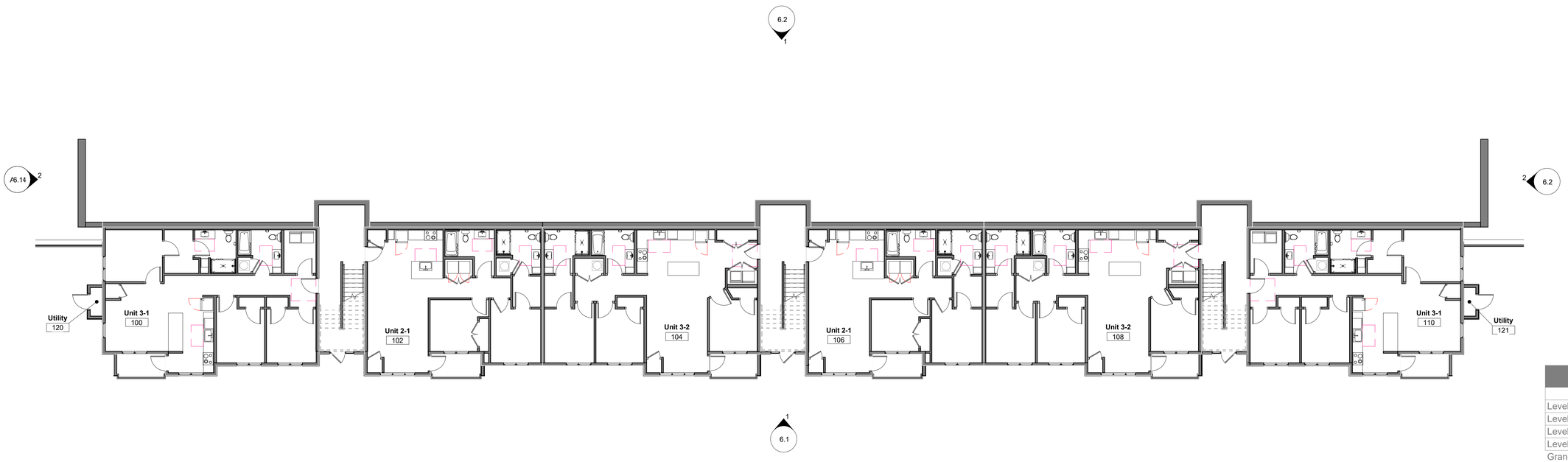
Lone Tree Ranch, LP

SITE PLAN - Common Space Calculations

LAC - Lone Tree Ranch - Flagstaff, AZ
900 E Pine Knoll Drive




2 Level 1 -Site Plan Review
3/32" = 1'-0"




1 Level -1 -Site Plan Review
3/32" = 1'-0"

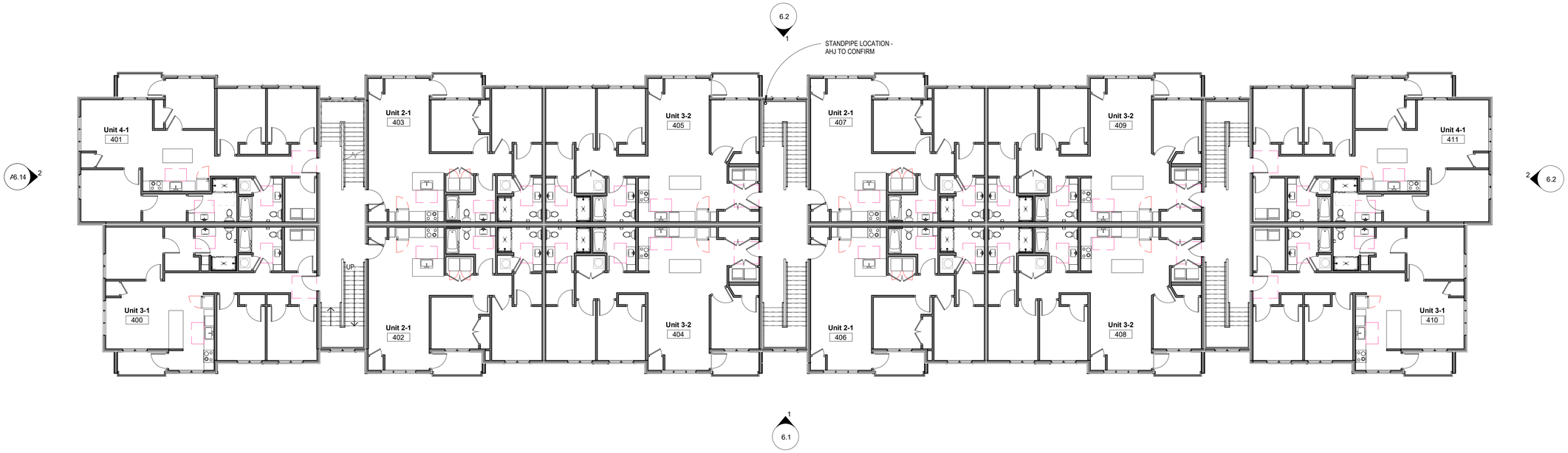
| GROSS AREA - TOTAL | |
|---|---|
| *Level* | *Area* |
| Level 3 | 15,578 ft² |
| Level 2 | 15,578 ft² |
| Level 1 | 15,578 ft² |
| Level -1 | 7,844 ft² |
| Grand total | 54,577 ft² |

SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

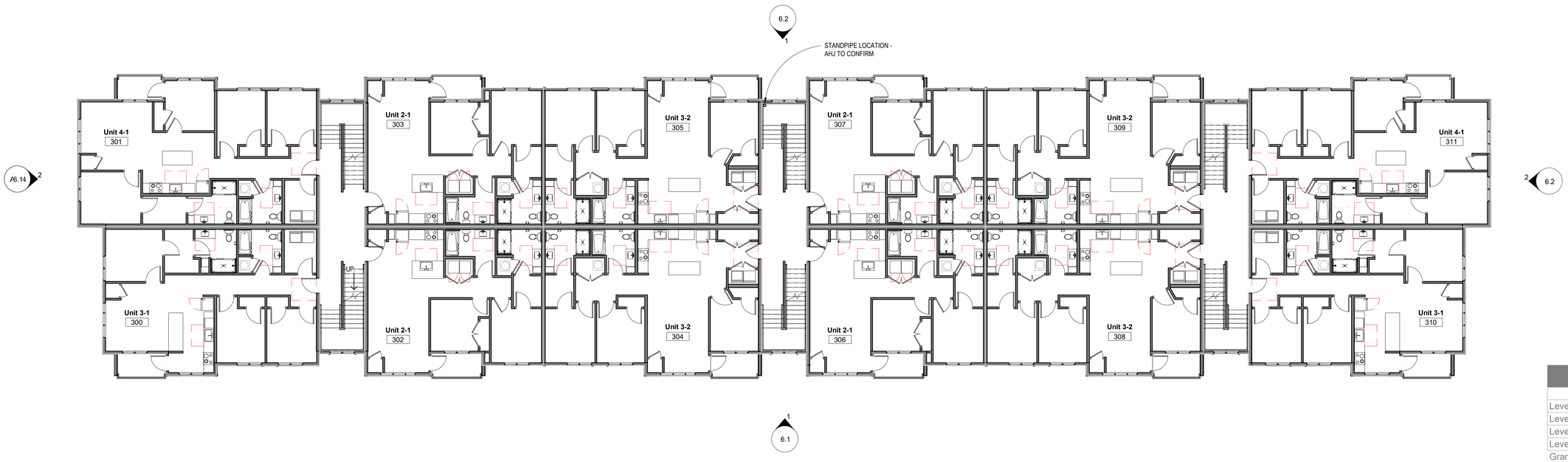
kaas wilson architects

# FLOOR PLANS - Site Plan Review

## LAC-Flagstaff AZ-900 E Pine Knoll Dr Apts
900 E Pine Knoll Dr, Flagstaff, AZ




2 Level 3 -Site Plan Review
3/32" = 1'-0"




1 Level 2 -Site Plan Review
3/32" = 1'-0"

| GROSS AREA - TOTAL | |
|---|---|
| *Level* | *Area* |
| Level 3 | 15,578 ft² |
| Level 2 | 15,578 ft² |
| Level 1 | 15,578 ft² |
| Level -1 | 7,844 ft² |
| Grand total | 54,577 ft² |

SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

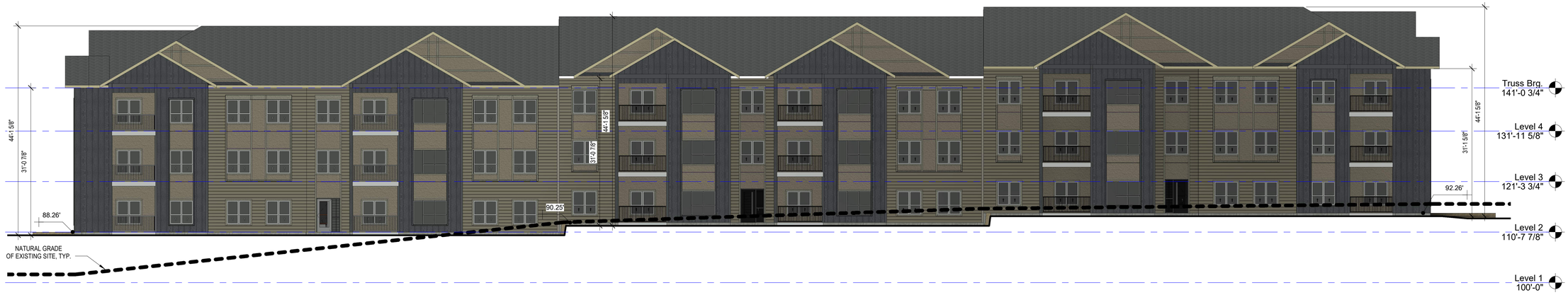
kaas wilson architects

# FLOOR PLANS - Site Plan Review

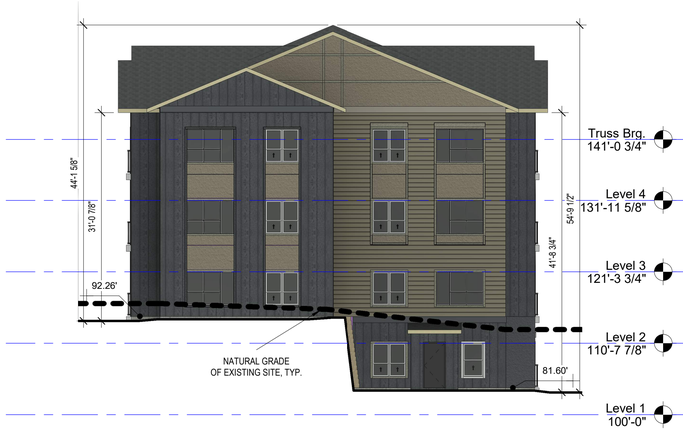
# LAC-Flagstaff AZ-900 E Pine Knoll Dr Apts

900 E Pine Knoll Dr, Flagstaff, AZ

1 Elevation - Plan South
3/32" = 1'-0"




2 Elevation - Plan North
3/32" = 1'-0"




3 Elevation - Plan West
3/32" = 1'-0"

4 Elevation -Plan East
3/32" = 1'-0"

SITE PLAN REVIEW - 2nd SUBMITTAL
SEP. 18TH, 2025

kaas wilson architects

BUILDING HEIGHT ANALYSIS

LAC-Flagstaff AZ-900 E Pine Knoll Dr Apts

1 SD Site Plan -Site Plan Review
1" = 30'-0"

EAST ELEVATION (facing parking)

NORTH ELEVATION (facing parking)

***Flber-cement Vertical Panel - Cavern Steel (Prefinished)***

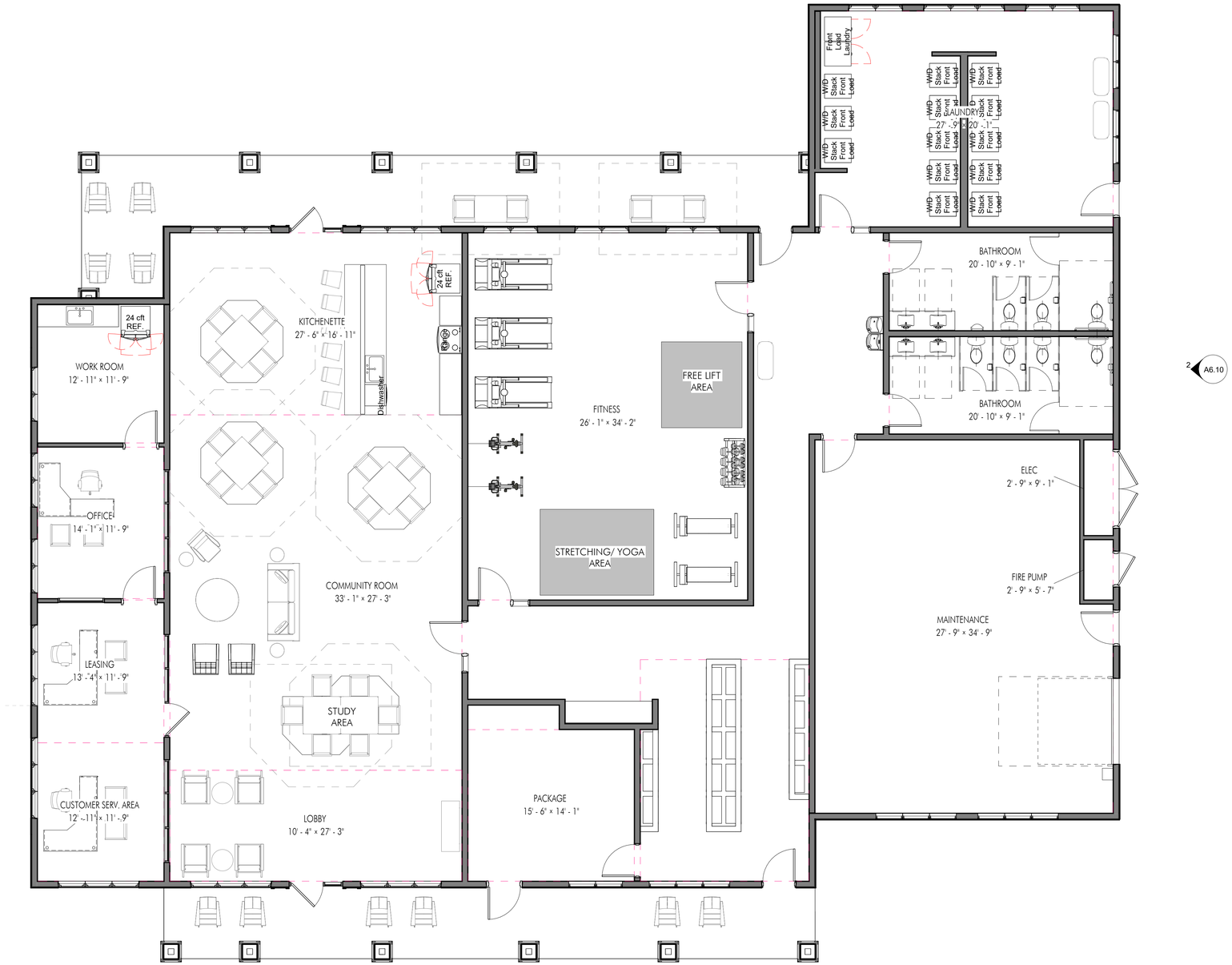
***Flber-cement Textured Panel - Terra Brown (Prefinished)***

WEST ELEVATION (facing pool & patio/South Lone Tree Road)

SOUTH ELEVATION (facing East Pine Knoll Drive)

***Flber-cement Vertical Panel - Cavern Steel (Prefinished)***

***Flber-cement Textured Panel - Terra Brown (Prefinished)***




| GROSS AREA - TOTAL | |
|---|---|
| *Level* | *Area* |
| Level 1 | 6,569 ft² |
| Grand total | 6,569 ft² |

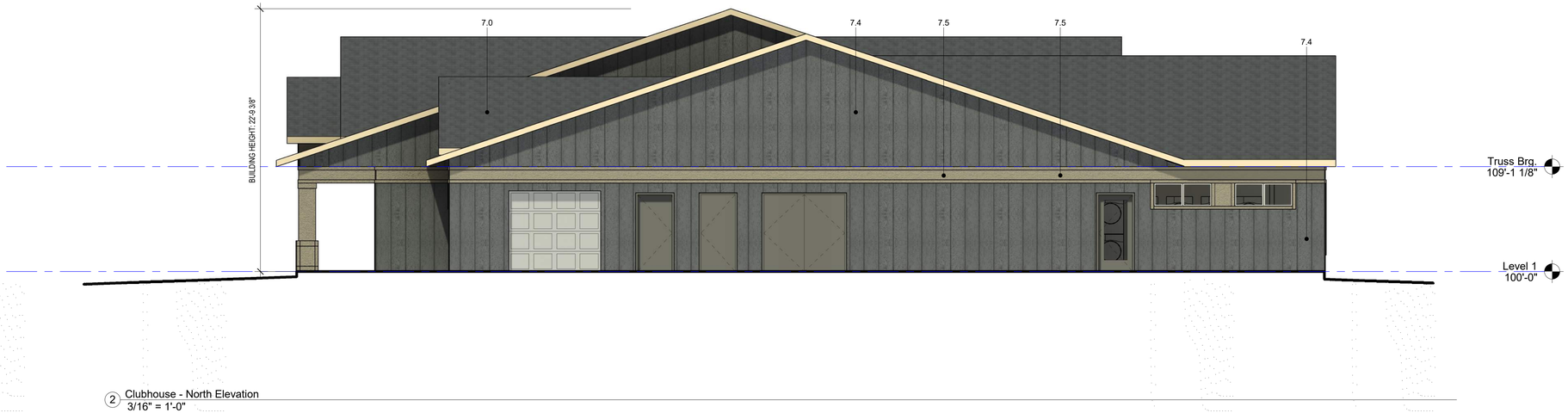
1 Level 1
3/16" = 1'-0"

SITE PLAN REVIEW - 1st SUBMITTAL
JUNE 24TH, 2025

1 Clubhouse - East Elevation
3/16" = 1'-0"

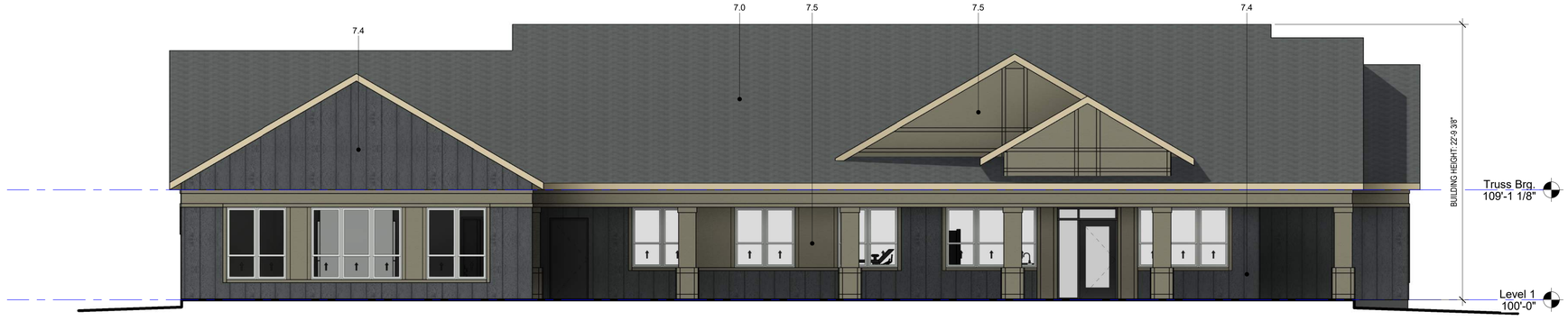
## EXTERIOR MATERIALS

| Material Mark | Material: Comments |
|---|---|
| 7.0 | Architectural Grade Asphlat Roof Shingle - Timberline - Charcoal |
| 7.4 | Siding - James Hardie Fiber Cement Panel - Vertical Groove - Iron Gray - LRV: 14.65 |
| 7.5 | Siding - James Hardie Fiber Cement Panel - Stucco Textured - Monterey Taupe - LRV: 29.68 |




2 Clubhouse - North Elevation
3/16" = 1'-0"

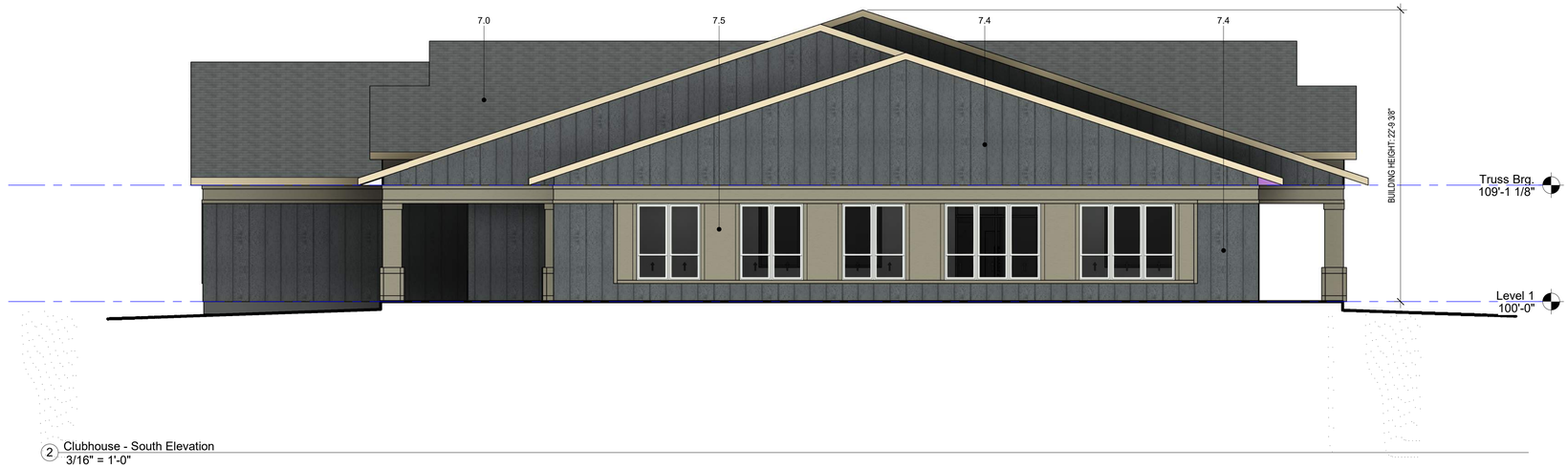
SITE PLAN REVIEW - 1st SUBMITTAL
JUNE 24TH, 2025




1 Clubhouse - West Elevation
3/16" = 1'-0"

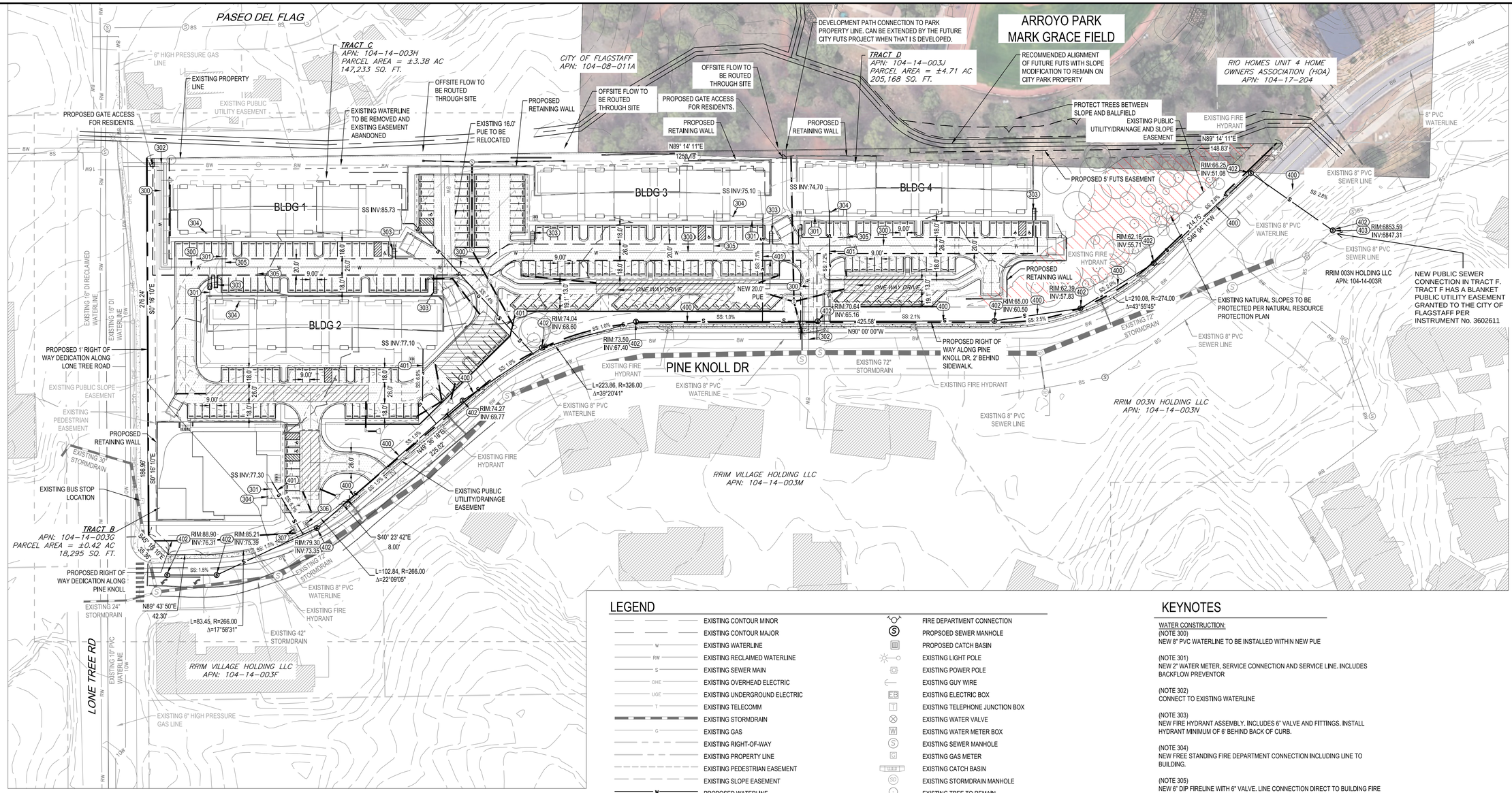
## EXTERIOR MATERIALS

| Material Mark | Material: Comments |
|---|---|
| 7.0 | Architectural Grade Asphlat Roof Shingle - Timberline - Charcoal |
| 7.4 | Siding - James Hardie Fiber Cement Panel - Vertical Groove - Iron Gray - LRV: 14.65 |
| 7.5 | Siding - James Hardie Fiber Cement Panel - Stucco Textured - Monterey Taupe - LRV: 29.68 |




2 Clubhouse - South Elevation
3/16" = 1'-0"

SITE PLAN REVIEW - 1st SUBMITTAL
JUNE 24TH, 2025




## LEGEND

- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- EXISTING WATERLINE
- EXISTING RECLAIMED WATERLINE
- EXISTING SEWER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELECOMM
- EXISTING STORMDRAIN
- EXISTING GAS
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING PEDESTRIAN EASEMENT
- EXISTING SLOPE EASEMENT
- PROPOSED WATERLINE
- PROPOSED FIRE LINE
- PROPOSED SEWER
- PROPOSED STORMDRAIN
- PROPOSED FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- PROPSOED SEWER MANHOLE
- PROPOSED CATCH BASIN
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING ELECTRIC BOX
- EXISTING TELEPHONE JUNCTION BOX
- EXISTING WATER VALVE
- EXISTING WATER METER BOX
- EXISTING SEWER MANHOLE
- EXISTING GAS METER
- EXISTING CATCH BASIN
- EXISTING STORMDRAIN MANHOLE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- EXISTING DRAINAGE FLOW ARROW

## KEYNOTES

WATER CONSTRUCTION:

(NOTE 300)
NEW 8" PVC WATERLINE TO BE INSTALLED WITHIN NEW PUE

(NOTE 301)
NEW 2" WATER METER, SERVICE CONNECTION AND SERVICE LINE. INCLUDES BACKFLOW PREVENTOR

(NOTE 302)
CONNECT TO EXISTING WATERLINE

(NOTE 303)
NEW FIRE HYDRANT ASSEMBLY. INCLUDES 6" VALVE AND FITTINGS. INSTALL HYDRANT MINIMUM OF 6' BEHIND BACK OF CURB.

(NOTE 304)
NEW FREE STANDING FIRE DEPARTMENT CONNECTION INCLUDING LINE TO BUILDING.

(NOTE 305)
NEW 6" DIP FIRELINE WITH 6" VALVE. LINE CONNECTION DIRECT TO BUILDING FIRE RISER ROOM.

(NOTE 306)
NEW 1.5" IRRIGATION WATER METER, SERVICE CONNECTION AND SERVICE LINE. INCLUDES BACKFLOW PREVENTOR, SEE LANDSCAPE PLANS.

(NOTE 307)
NEW 1" WATER METER, SERVICE CONNECTION AND SERVICE LINE. INCLUDES BACKFLOW PREVENTOR

SEWER CONSTRUCTION:

(NOTE 400)
NEW 8" SDR-35 PVC PUBLIC SEWERLINE

(NOTE 401)
NEW 6" SDR-35 PVC SEWER SERVICE AND CLEANOUT

(NOTE 402)
NEW 48" PRE-CAST SEWER MANHOLE

(NOTE 403)
CONNECT TO EXISTING SEWERLINE.

## PROJECT INFORMATION

**DEVELOPMENT NAME**
LONE TREE RANCH

**SITE ADDRESS**
TRACT B
702 E PINE KNOLL DR
FLAGSTAFF, AZ 86001
APN: 104-14-003G
PARCEL AREA = 0.42 ACRE

TRACT C
778 E PINE KNOLL DR
FLAGSTAFF, AZ 86001
APN: 104-14-003H
PARCEL AREA = 3.38 ACRE

TRACT D
900 E PINE KNOLL DR
FLAGSTAFF, AZ 86001
APN: 104-14-003J
PARCEL AREA = 4.71 ACRE

GROSS AREA = 8.51 AC
NET AREA = 8.28 AC

**PROJECT OWNER/DEVELOPER**
LINCOLN AVENUE COMMUNITIES
401 WILSHIRE BLVD., 11TH FLOOR
SANTA MONICA, CA 90401
CONTACT: MATTHEW KLEIN

**PROJECT ENGINEER**
THE WLB GROUP, INC.
FLAGSTAFF, AZ 86001
PH: (928) 779-1500
FAX: (928) 779-1501
CONTACT: BRIAN JOERGER
BJOERGER@WLBGROUP.COM

**PROJECT ARCHITECT**
KAAS WILSON ARCHITECTS
1301 AMERICAN BLVD. E, SUITE 100
BLOOMINGTON, MN 55425
PH: (612) 879-6000
CONTACT: ENRICO WILLIAMS

## FLOODPLAIN INFORMATION

ZONE X

## ROVC CALCULATIONS

**EXISTING SITE**
TOTAL AREA = 370,240 SF
PERVIOUS AREA = 370,240 SF
IMPERVIOUS AREA = 0 SF

**PROPOSED SITE**
TOTAL AREA = 370,240 SF
PERVIOUS AREA = 108,193 SF
IMPERVIOUS AREA = 262,047 SF
REQUIRED RETENTION VOLUME = 21,750 CF (FIRST FLUSH)
(PROP. IMP)-(EXIST. IMP)*(1") 262,047 SF * (1")= 21,750 CF
ROOF IMP. = 67,100 SF
HARDSCAPE IMP. = 194,947 SF
PROVIDED RETENTION VOLUME = 31,900 CF

**PRE AND POST RETENTION VOLUME (100YR)**

| | |
|---|---|
| EXISTING: | 1.641 ACRE-FT |
| PROPOSED: | 2.230 ACRE-FT |
| REQUIRED RETENTION: | 0.589 ACRE-FT (25,700 CF) |
| PROVIDED RETENTION: | 0.730 ACRE-FT (31,900 CF) |

**APPROXIMATE RETENTION VOLUMES**
A1 = 2,100 CF
B1 = 9,200 CF
B2 = 8,200 CF
C1 = 7,200 CF
C2 = 5,200 CF

PRE VS POST 100 YEAR RETENTION IS PROVIDED BY UNDERGROUND RETENTION AND EXTENDED DETENTION STRUCTURES DISPERSED THROUGHOUT THE SITE AND SIZED BASED ON APPLICABLE DRAINAGE AREAS. INCLUDES BUILT IN OR ADJACENTLY LOCATED WATER QUALITY COMPONENTS AS APPLICABLE.

## VICINITY MAP

NOT TO SCALE

## FIRE HYDRANT, LINES, AND ACCESS ROAD NOTES

- ALL PORTIONS OF THE BUILDINGS ARE WITHIN 150' OF A 20' WIDE FIRE LANE/ACCESS ROAD
- FIRE LANE ACCESS ROADS SLOPES ARE LESS THAN 10% LONGITUDINAL ON STRAIGHAWAYS AND LESS THAN 5% ON CURVES. CROSS SLOPES ARE LESS THAN 5%.
- ALL PORTIONS OF THE BUILDINGS ARE WITHIN 300' OF A FIRE HYDRANT ON THE SAME SIDE OF THE ROAD AND/OR DRIVE ASILE
- ALL FDC'S ARE WITHIN 100' OF THE FIRE RISER ROOM AND WITHIN 100' OF A FIRE HYDRANT ON THE SAME SIDE OF THE ROAD AND/OR DRIVE ASILE
- FIRE LINE DISTANCE FROM THE WATER MAIN TO THE FIRE RISER ROOM IS LESS THAN 100'

GRAPHIC SCALE
60 0 30 60 120
HORIZONTAL SCALE 1"= 60'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISIONS

| NO. | DATE: | ITEM: |
|---|---|---|
| | | |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OFFICE LOCATIONS:
TUCSON, PHOENIX, FLAGSTAFF, & LAS VEGAS, NV
120 N. BEAVER STREET SUITE 100, FLAGSTAFF, AZ 86001
PH.(928) 779-1500


LONE TREE RANCH

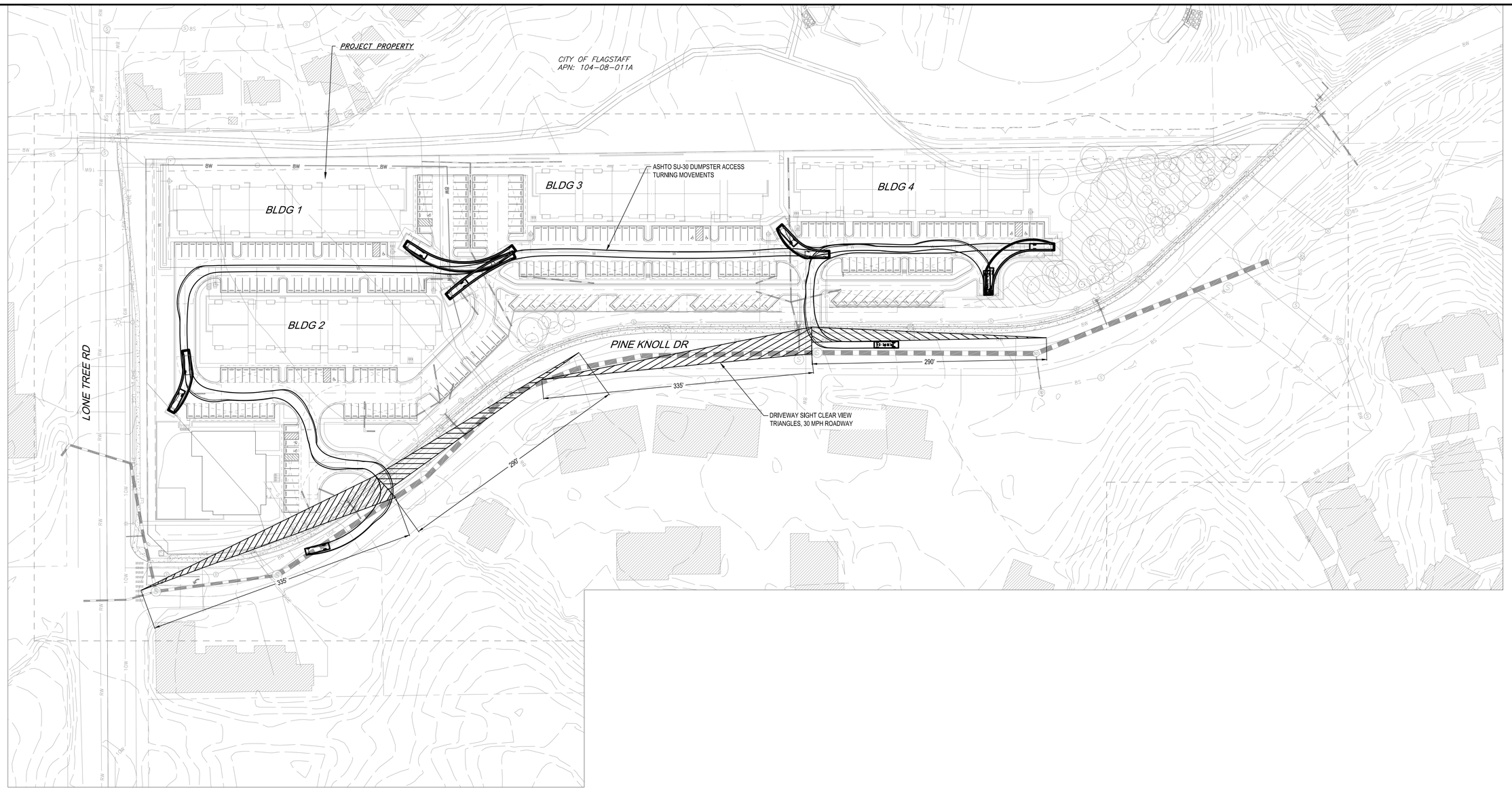
CIVIL SITE PLAN

Preliminary Not For Construction

| | |
|---|---|
| DESIGNED BY: | WLB |
| DRAWN BY: | KK |
| CHECK BY: | BJ |
| DATE: | OCTOBER 2025 |

PROJECT NO.
317011B002

SHEET
C1.0




GRAPHIC SCALE

60 0 30 60 120

HORIZONTAL SCALE 1" = 60'

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| NO. | DATE: | ITEM: | REVISIONS |
|---|---|---|---|
| | | | |


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120 N. BEAVER STREET SUITE 100, FLAGSTAFF, AZ 86001
PH.(928) 779-1500


LONE TREE RANCH

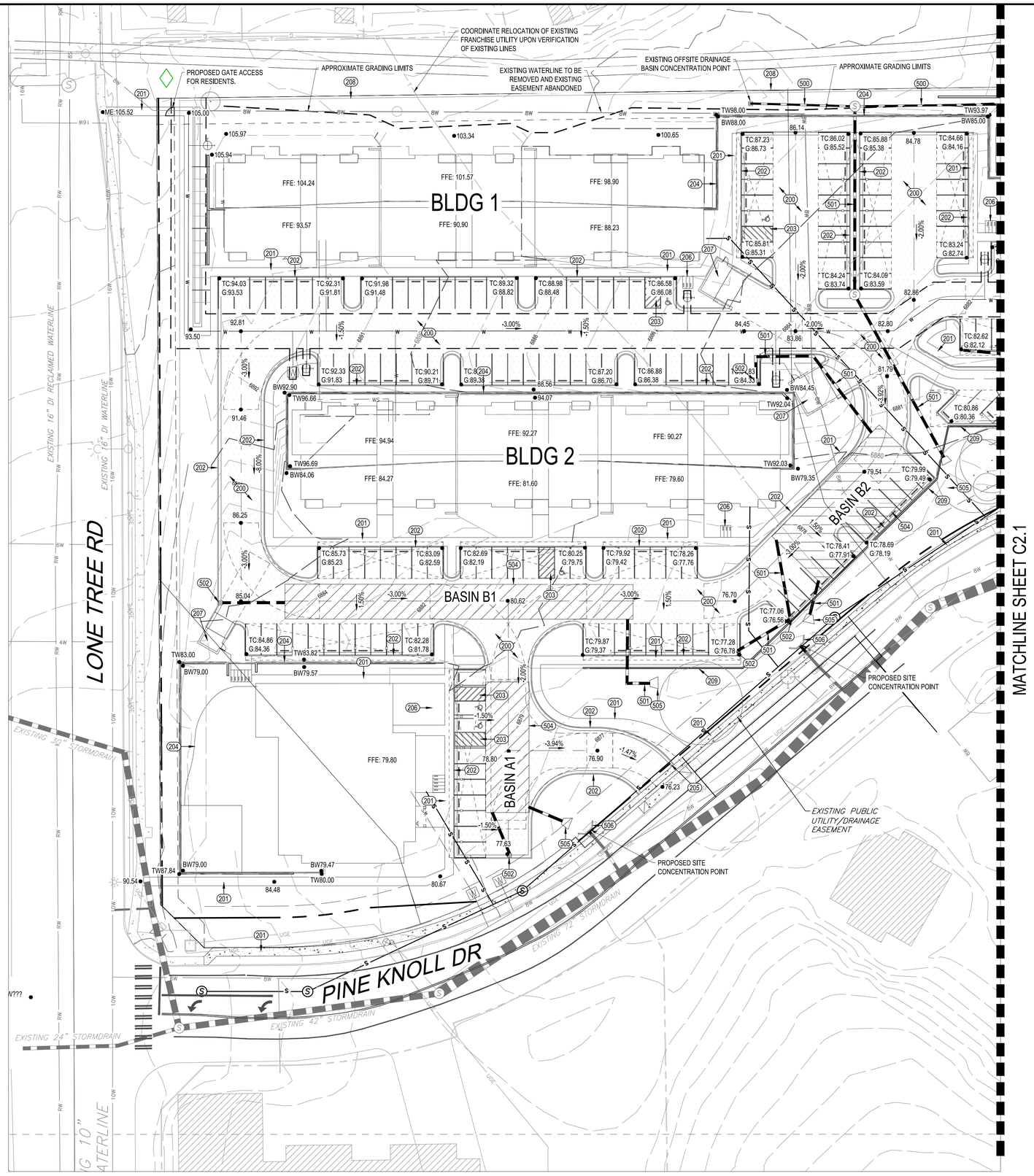
CIVIL SITE PLAN - SIGHT CLEAR VIEW TRIANGLE AND TURNING MOVEMENTS

Preliminary Not For Construction

DESIGNED BY: WLB
DRAWN BY: KK
CHECK BY: BJ
DATE: SEPTEMBER 2025

PROJECT NO. 317011B002

SHEET C1.1




## KEYNOTES

SITE CONSTRUCTION:

(NOTE 200)
NEW ASPHALT PAVEMENT SECTION.

(NOTE 201)
NEW 4" THICK CONCRETE SIDEWALK OVER 3" ABC.

(NOTE 202)
NEW CONCRETE CURB AND GUTTER.

(NOTE 203)
NEW 4" WIDE WHITE HANDICAP PARKING ONLY STRIPING AND SIGN.

(NOTE 204)
RETAINING WALL. 10' MAX. MATERIAL AND COLOR TO PROVIDE A NATURAL AESTHETIC. SEE DETAIL 'A' SHEET C3.0.

(NOTE 205)
NEW DRIVEWAY ENTRANCE

(NOTE 206)
NEW BICYCLE RACKS

(NOTE 207)
NEW TRASH ENCLOSURE PER COF ENG. DETAIL PW-50-10.

(NOTE 208)
NEW SITE FENCING. FENCE AND GATE TYPE PER ARCHITECTS PLANS

(NOTE 209)
PARKING SCREEN WALL. MATERIAL AND COLOR TO PROVIDE A NATURAL AESTHETIC . SEE DETAIL 'B' SHEET C3.0.

DRAINAGE CONSTRUCTION:

(NOTE 500)
NEW 12" ADS N-12 HDPE STORMDRAIN PIPE.

(NOTE 501)
NEW 18" ADS N-12 HDPE STORMDRAIN PIPE.

(NOTE 502)
NEW CATCHBASIN.

(NOTE 503)
NEW STORMDRAIN MANHOLE.

(NOTE 504)
NEW UNDERGROUND RETENTION VAULT WITH OUTLET STRUCTURE AND EROSION PROTECTION

(NOTE 505)
NEW STORMDRAIN END SECTION

(NOTE 506)
NEW STORMDRAIN CONCRETE HEADWALL

**NOTES:**

- ADD 6800 TO ALL GRADES TO OBTAIN ACTUAL ELEVATION.
- PARKING & DRIVE AISLE DESIGN IS PER COF ENG DETAIL 10-10-010.
- GARAGE FINISH FLOOR ELEVATIONS STEP WITH ADJACENT DRIVE ASILE TO MAINTAIN SLOPES PER COF ENG DETAIL 10-10-010. FFE SHOWN ARE MID-BUILDING ELEVATIONS.
- NO HISTORICAL RESIDENTIAL OR COMMERCIAL BUILDINGS ARE ONSITE
- TC = TOP OF CURB
- G = GUTTER
- TW = GRADE AT TOP OF WALL
- BW = GRADE AT BOTTOM OF WALL
- ME = MATCH EXISTING

## ROVC CALCULATIONS

EXISTING SITE
TOTAL AREA = 370,240 SF
PERVIOUS AREA = 370,240 SF
IMPERVIOUS AREA = 0 SF

PROPOSED SITE
TOTAL AREA = 370,240 SF
PERVIOUS AREA = 108,193 SF
IMPERVIOUS AREA = 262,047 SF
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HARDSCAPE IMP. = 194,947 SF
PROVIDED RETENTION VOLUME = 31,900 CF

PRE AND POST RETENTION VOLUME (100YR)

| | |
|---|---|
| EXISTING: | 1.641 ACRE-FT |
| PROPOSED: | 2.230 ACRE-FT |
| REQUIRED RETENTION: | 0.589 ACRE-FT (25,700 CF) |
| PROVIDED RETENTION: | 0.730 ACRE-FT (31,900 CF) |

APPROXIMATE RETENTION VOLUMES
A1 = 2,100 CF
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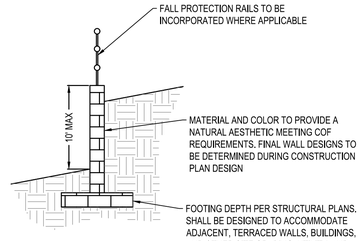
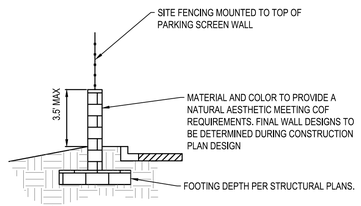
## FLOODPLAIN INFORMATION

ZONE X




DETAIL A - GENERAL RETAINING WALL
NOT TO SCALE




DETAIL B - GENERAL PARKING SCREEN WALL
NOT TO SCALE

GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1"= 30'

Contact Arizona 811 at least two full working days before you begin excavation
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Call 811 or eBat Arizona811.com

| NO. | DATE: | ITEM: |
|---|---|---|
| | | |
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REVISIONS

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OFFICE LOCATIONS:
TUCSON, PHOENIX, FLAGSTAFF, & LAS VEGAS, NV
120 N. BEAVER STREET SUITE 100, FLAGSTAFF, AZ 86001
PH.(928) 779-1500
The WLB Group INC.

LONE TREE RANCH

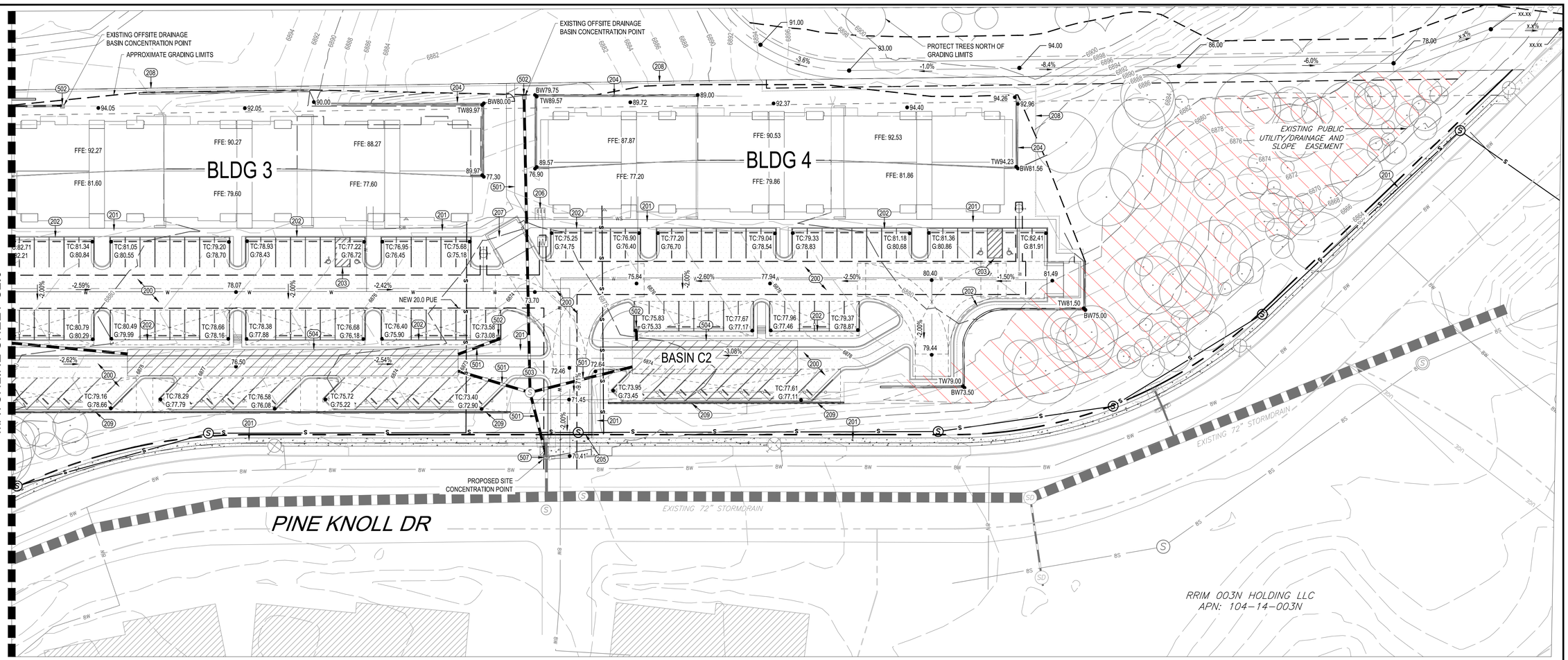
GRADING AND DRAINAGE

Preliminary Not For Construction

| | |
|---|---|
| DESIGNED BY: | WLB |
| DRAWN BY: | KK |
| CHECK BY: | BJ |
| DATE: | SEPTEMBER 2025 |

PROJECT NO.
317011B002

SHEET
C3.0




## KEYNOTES

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(NOTE 200)
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NEW DRIVEWAY ENTRANCE

(NOTE 206)
NEW BICYCLE RACKS

(NOTE 207)
NEW TRASH ENCLOSURE PER COF ENG. DETAIL PW-50-10.

(NOTE 208)
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(NOTE 501)
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(NOTE 502)
NEW CATCHBASIN.

(NOTE 503)
NEW STORMDRAIN MANHOLE.

(NOTE 504)
NEW UNDERGROUND RETENTION VAULT WITH OUTLET STRUCTURE AND EROSION PROTECTION

(NOTE 505)
NEW STORMDRAIN END SECTION

(NOTE 506)
NEW STORMDRAIN CONCRETE HEADWALL

(NOTE 507)
REMOVE AND REPLACE EXISTING CATCH BASIN WITH NEW MAG TYPE F CATCH BASIN

**NOTES:**

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- PARKING & DRIVE AISLE DESIGN IS PER COF ENG DETAIL 10-10-010.
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## FLOODPLAIN INFORMATION

ZONE X

GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1"= 30'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or visit Arizona811.com

| NO. | DATE: | ITEM: |
|---|---|---|
| | | |

REVISIONS


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OFFICE LOCATIONS:
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120 N. BEAVER STREET SUITE 100, FLAGSTAFF, AZ 86001
PH.(928) 779-1500


LONE TREE RANCH

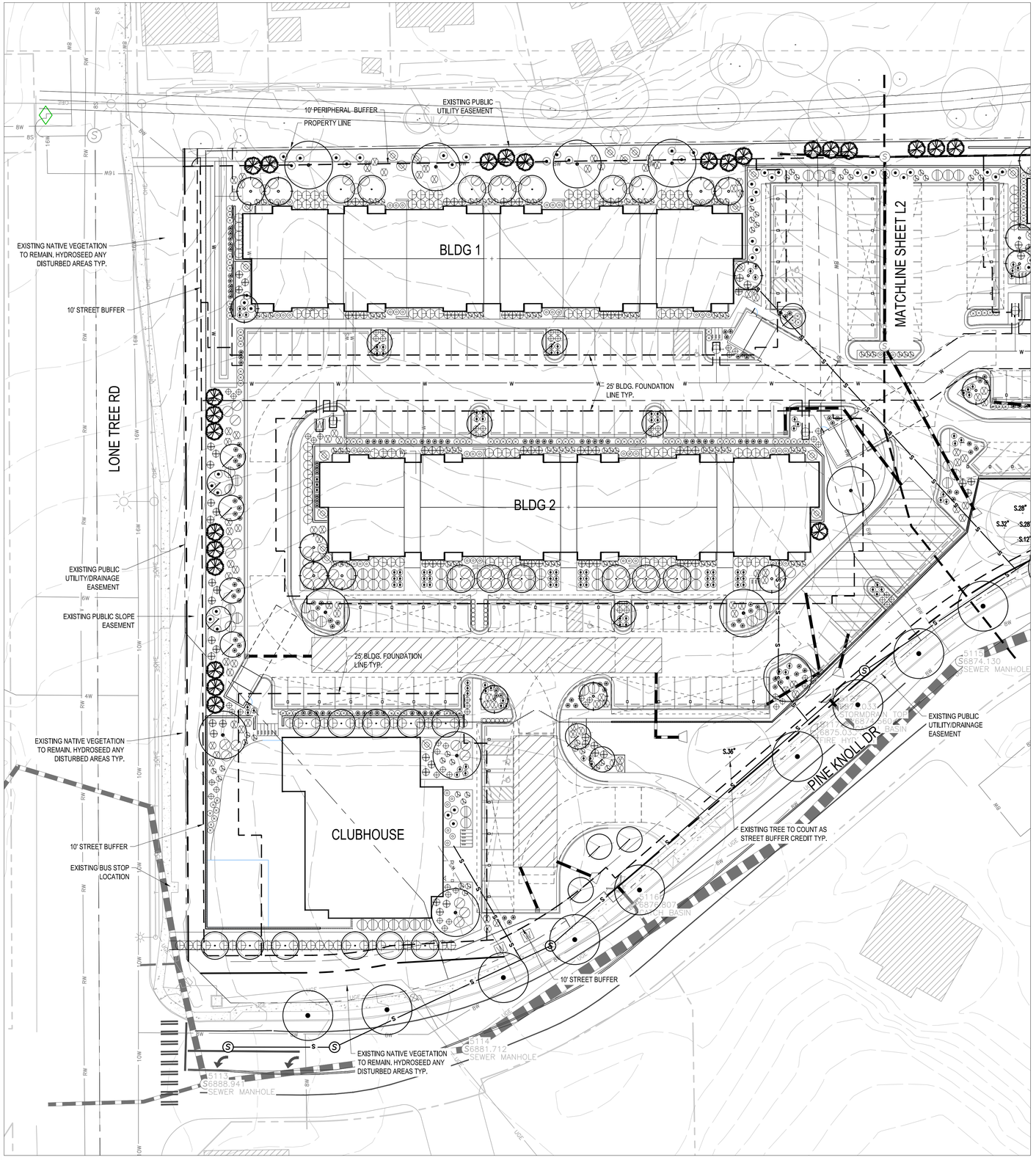
GRADING AND DRAINAGE

Preliminary Not For Construction

| | |
|---|---|
| DESIGNED BY: | WLB |
| DRAWN BY: | KK |
| CHECK BY: | BJ |
| DATE: | SEPTEMBER 2025 |

PROJECT NO.
317011B002

SHEET
C3.1




## LANDSCAPE CALCULATIONS

| Parking Spaces (Uncovered) | Reqd. | Prov. |
|---|---|---|
| 30 s.f. times 120 parking spaces | 3,600s.f. | 3,858s.f. |
| 120 parking spaces @ 2 trees per 8 spaces | 30 | - |
| 10% Reduction for Affordable Housing | -3 | |
| Net Trees Required | 27 | 21** |
| Shrubs @ 2 per tree | 54 | 66 |
| Groundcovers @ 2 per tree | 54 | 68 |

| Parking Spaces (Canopy Covered) | Required | Provided |
|---|---|---|
| 30 s.f. times 166 parking spaces | 4,980s.f. | 5,262s.f. |
| No trees required per exception for canopies | 0 | - |
| Shrubs @ 3 per 8 parking spaces | 62 | - |
| Groundcovers @ 5 per 8 parking spaces | 62 | - |
| 10% Reduction for Affordable Housing | -6 ea. | |
| Net Shrubs Required | 56 | 69 |
| Net Groundcovers Required | 56 | 65 |

| Street Buffer (Lone Tree Rd.) | | |
|---|---|---|
| 480 LF @ 1 trees per 25 LF | 19 | - |
| 10% Reduction for Affordable Housing | -2 | |
| Net Trees Required | 17 | 17 |
| Shrubs @ 2 per tree | 34 | 35 |
| Groundcovers @ 2 per tree | 34 | 42 |

| Street Buffer (Pine Knoll Dr.) | | |
|---|---|---|
| 1,460 LF @ 1 trees per 25 LF | 58 | - |
| 10% Reduction for Affordable Housing | -6 | - |
| Credit for existing trees to remain | -89 | - |
| Net Trees Required | 0 | 0 |
| Shrubs @ 2 per tree | 0 | 0 |
| Groundcovers @ 2 per tree | 0 | 0 |

| Peripheral Buffer (North Property Line) | | |
|---|---|---|
| 1,388 LF @ 1 trees per 25 LF | 55 | - |
| 10% Reduction for Affordable Housing | -5 | - |
| Credit for existing trees to remain | -45 | - |
| Net Trees Required | 5 | 6 |
| Shrubs @ 2 per tree | 10 | 13 |
| Groundcovers @ 2 per tree | 10 | 12 |

| Building Foundation (Bldgs. 1 & 2 each) | | Bldgs. 1/ 2 |
|---|---|---|
| 690 LF @ 1 tree per 25 LF | 28 | - |
| 10% Reduction for Affordable Housing | -3 | - |
| Net Trees Required | 25 | 25/12** |
| Shrubs @ 2 per tree | 50 | 67/57 |
| Groundcovers @ 2 per tree | 50 | 68/74 |

| Building Foundation (Bldg. 3) | | |
|---|---|---|
| 397 LF @ 1 tree per 25 LF | 16 | - |
| 10% Reduction for Affordable Housing | -2 | - |
| Net Trees Required | 14 | 14 |
| Shrubs @ 2 per tree | 28 | 63 |
| Groundcovers @ 2 per tree | 28 | 59 |

Reduction for Overlap of North Peripheral Bufferyard

| Building Foundation (Bldg. 4) | | |
|---|---|---|
| 340 LF @ 1 tree per 25 LF | 14 | - |
| 10% Reduction for Affordable Housing | -1 | - |
| Net Trees Required | 13 | 13 |
| Shrubs @ 2 per tree | 26 | 61 |
| Groundcovers @ 2 per tree | 26 | 56 |

Reduction for Overlap with North Peripheral Buffer & Bldg. 3

| Building Foundation (Clubhouse) | | |
|---|---|---|
| 314 LF @ 1 tree per 25 LF | 13 | - |
| 10% Reduction for Affordable Housing | -1 | - |
| Net Trees Required | 12 | 12 |
| Shrubs @ 2 per tree | 24 | 28 |
| Groundcovers @ 2 per tree | 24 | 53 |

Reduction for Overlap with Street Buffer

## LANDSCAPE CREDITS FOR EXISTING TREES

| Tree Size (DBH) | Tree Quantity | Credit/Tree | Total Credits |
|---|---|---|---|
| 6 -10" | 15 | 1 | 15 |
| 10 - 18" | 36 | 2 | 72 |
| > 18" | 16 | 3 | 48 |
| Total Credits Allowed | | | 134 |
| Total Credits Claimed | | | 134 |

** ADDITIONAL LANDSCAPE REDUCTION FOR 100% AFFORDABLE HOUSING PROJECT INCENTIVE

## PLANT SCHEDULE

| SYMBOL | BOTANICAL/COMMON NAME | SIZE | QTY. | MAT. SIZE | REMARKS |
|---|---|---|---|---|---|
| **TREES** | | | | | |
| | ACER GINNALA 'FLAME' AMUR MAPLE | 2" CAL. | 23 | 15x15 | STANDARD |
| | GLEDITSIA TRICANTHOS 'SHADEMASTER' SHADEMASTER HONEYLOCUST | 24" BOX | 13 | 35x25 | STANDARD |
| | MALUS 'SPRING SNOW' SPRING SNOW CRABAPPLE | 2" CAL. | 41 | 20x15 | STANDARD |
| | PICEA PUNGENS 'BABY BLUEEYES' BABY BLUEEYES SPRUCE | 6' TALL | 24 | 20x10 | STANDARD |
| | PRUNUS VIRGINIANA 'CANADA RED' CANADA RED CHOKECHERRY | 2" CAL. | 25 | 25x15 | STANDARD |
| **SHRUBS / GRASSES** | | | | | |
| | BERBERIS THUNBERGII 'ROSE GLOW' ROSE GLOW BARBERRY | 5 GAL. | 105 | 4x4 | 2 GPH EMITTER |
| | BOUTELOUA GRACILIS 'BLONDE AMBITION' BLOND AMBITION BLUE GRAMA | 1 GAL. | 66 | 2x2 | 2 GPH EMITTER |
| | CALAMAGROSTIS x ACUTIFLORA 'K.F.' FOERSTER'S FEATHER REED GRASS | 3 GAL. | 219 | 4x2.5 | 2 GPH EMITTER |
| | CORNUS SERICEA 'ARCTIC FIRE' ARCTIC FIRE DOGWOOD | 5 GAL. | 146 | 4x4 | 2 GPH EMITTER |
| | PANICUM VIRGATUM 'SHENANDOAH' SHENANDOAH SWITCH GRASS | 3 GAL. | 224 | 4x2.5 | 2 GPH EMITTER |
| | PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE | 5 GAL. | 111 | 4x4 | 2 GPH EMITTER |
| | PHYSOCARPUS OPULIFOIUS 'SEWARD' SUMMER WINE NINEBARK | 5 GAL. | 28 | 6x6 | 2 GPH EMITTER |
| | POTENTILLA FRUTICOSA 'GOLDFINGER' GOLDFINGER POTENTILLA | 5 GAL. | 96 | 3x3 | 2 GPH EMITTER |
| | SYMPHORICARPOS 'BOKRABRIGHT' BRIGHT FANTASY SNOWBERRY | 5 GAL. | 51 | 4x4 | 2 GPH EMITTER |
| **GROUNDCOVER** | | | | | |
| | COTONEASTER DAMMERI 'CORAL BEAUTY' CORAL BEAUTY COTONEASTER | 3 GAL. | 75 | 1x6 | 2 GPH EMITTER |
| | JUNIPERUS HORIZONTALIS 'WILTONII' BLUE RUG JUNIPER | 3 GAL. | 89 | 6"x6 | 2 GPH EMITTER |
| | JUNIPERUS COMMUNIS 'MONDAP' ALPINE CARPET JUNIPER | 3 GAL. | 142 | 1x3 | 2 GPH EMITTER |
| | MAHONIA REPENS CREEPING OREGON GRAPE | 1 GAL. | 146 | 1x3 | 2 GPH EMITTER |
| | PRUNUS BESSEYI 'PAWNEE BUTTES' CREEPING SAND CHERRY | 3 GAL. | 255 | 1.5x6 | 2 GPH EMITTER |
| **MATERIALS** | | | | | |
| | CINNAMON DECOMPOSED GRANITE | 1/2" SCREENED | | – | 3" DEPTH IN PLANTING AREAS |
| | STEEL LANDSCAPE EDGE BROWN | 4" | | -LF | INSTALL PER MFG. SPECIFICATIONS |
| **HYDROSEED MIX** | | | | | |
| | NATIVE SEED MIX | 64,225 S.F.+/- | | | HYDROSEED PER CITY OF FLAGSTAFF ENGINEERING DESIGN STANDARDS DIVISION 13-17-002 |

## PLANT SCHEDULE (PARKWAY - OFFSITE)

| SYMBOL | BOTANICAL/COMMON NAME | SIZE | QTY. | MAT. SIZE | REMARKS |
|---|---|---|---|---|---|
| | ACER x FREEMANII 'JEFFSRED' AUTUMN BLAZE MAPLE | 2" CAL. | 28 | 40x30 | STANDARD |
| | NATIVE BLACK CINDERS | STANDARD SIZE | | – | 2" DEPTH IN PARKWAY |

GRAPHIC SCALE

30 0 15 30 60

HORIZONTAL SCALE 1"= 30'

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PH.(928) 779-1500


LONE TREE RANCH

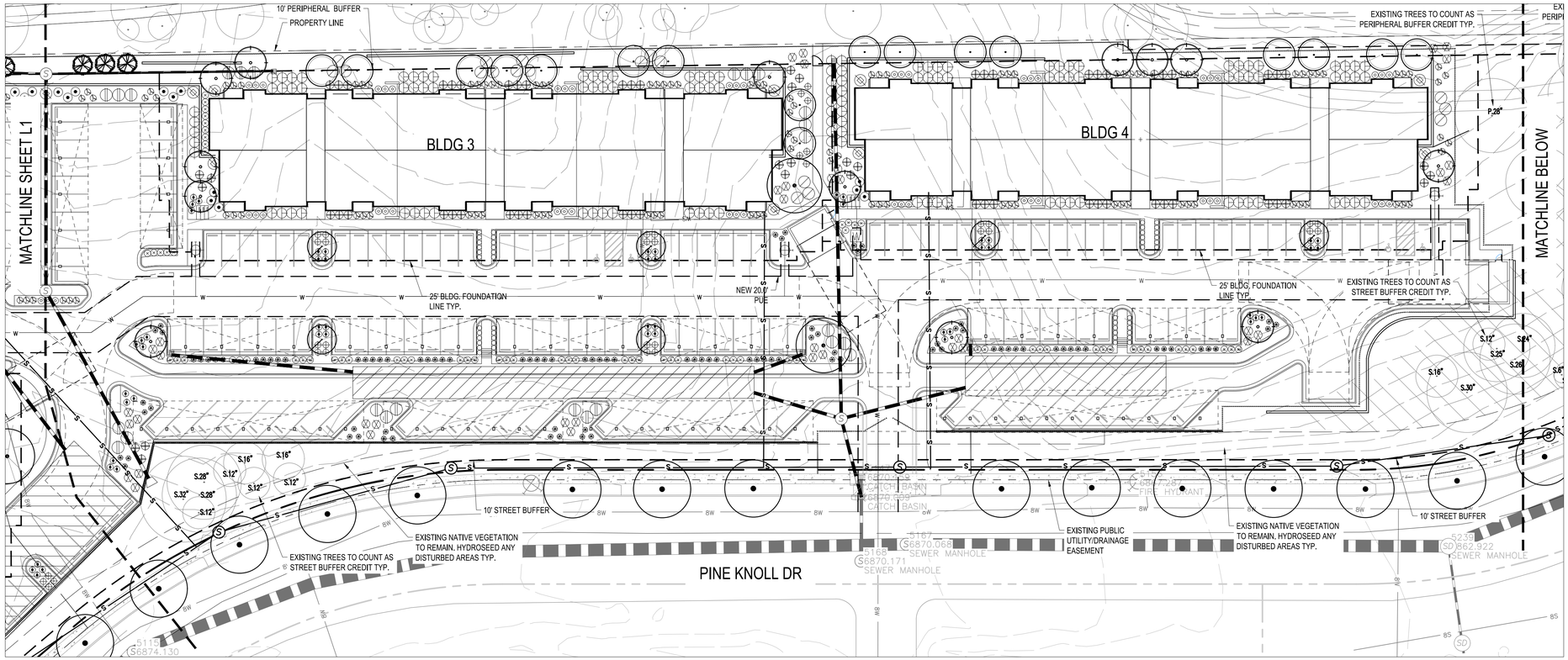
LANDSCAPE PLAN

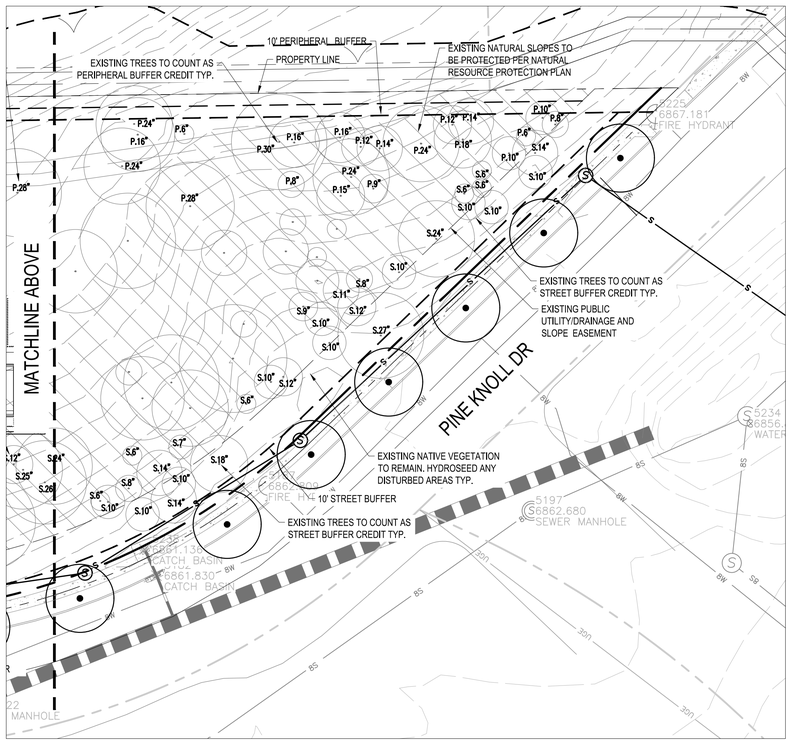
Preliminary Not For Construction

| DESIGNED BY: | SP |
|---|---|
| DRAWN BY: | SP |
| CHECK BY: | SP |
| DATE: | SEPTEMBER 2025 |

PROJECT NO. 317011B002

SHEET L1




## PLANT SCHEDULE

| SYMBOL | BOTANICAL/COMMON NAME |
|---|---|
| **TREES** | |
| | ACER GINNALA 'FLAME'<br>AMUR MAPLE |
| | GLEDITSIA TRICANTHOS 'SHADEMASTER'<br>SHADEMASTER HONEYLOCUST |
| | MALUS 'SPRING SNOW'<br>SPRING SNOW CRABAPPLE |
| | PICEA PUNGENS 'BABY BLUEEYES'<br>BABY BLUEEYES SPRUCE |
| | PRUNUS VIRGINIANA 'CANADA RED'<br>CANADA RED CHOKECHERRY |
| **SHRUBS / GRASSES** | |
| | BERBERIS THUNBERGII 'ROSE GLOW'<br>ROSE GLOW BARBERRY |
| | BOUTELOUA GRACILIS 'BLONDE AMBITION'<br>BLOND AMBITION BLUE GRAMA |
| | CALAMAGROSTIS x ACUTIFLORA 'K.F.'<br>FOERSTER'S FEATHER REED GRASS |
| | CORNUS SERICEA 'ARCTIC FIRE'<br>ARCTIC FIRE DOGWOOD |
| | PANICUM VIRGATUM 'SHENANDOAH'<br>SHENANDOAH SWITCH GRASS |
| | PEROVSKIA ATRIPLICIFOLIA<br>RUSSIAN SAGE |
| | PHYSOCARPUS OPULIFOIUS 'SEWARD'<br>SUMMER WINE NINEBARK |
| | POTENTILLA FRUTICOSA 'GOLDFINGER'<br>GOLDFINGER POTENTILLA |
| | SYMPHORICARPOS 'BOKRABRIGHT'<br>BRIGHT FANTASY SNOWBERRY |
| **GROUNDCOVER** | |
| | COTONEASTER DAMMERI 'CORAL BEAUTY'<br>CORAL BEAUTY COTONEASTER |
| | JUNIPERUS HORIZONTALIS 'WILTONII'<br>BLUE RUG JUNIPER |
| | JUNIPERUS COMMUNIS 'MONDAP'<br>ALPINE CARPET JUNIPER |
| | MAHONIA REPENS<br>CREEPING OREGON GRAPE |
| | PRUNUS BESSEYI 'PAWNEE BUTTES'<br>CREEPING SAND CHERRY |
| **PARKWAY (OFF SITE)** | |
| | ACER x FREEMANII 'JEFFSRED'<br>AUTUMN BLAZE MAPLE |

GRAPHIC SCALE

30 0 15 30 60

HORIZONTAL SCALE 1"= 30'

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LONE TREE RANCH

LANDSCAPE PLAN

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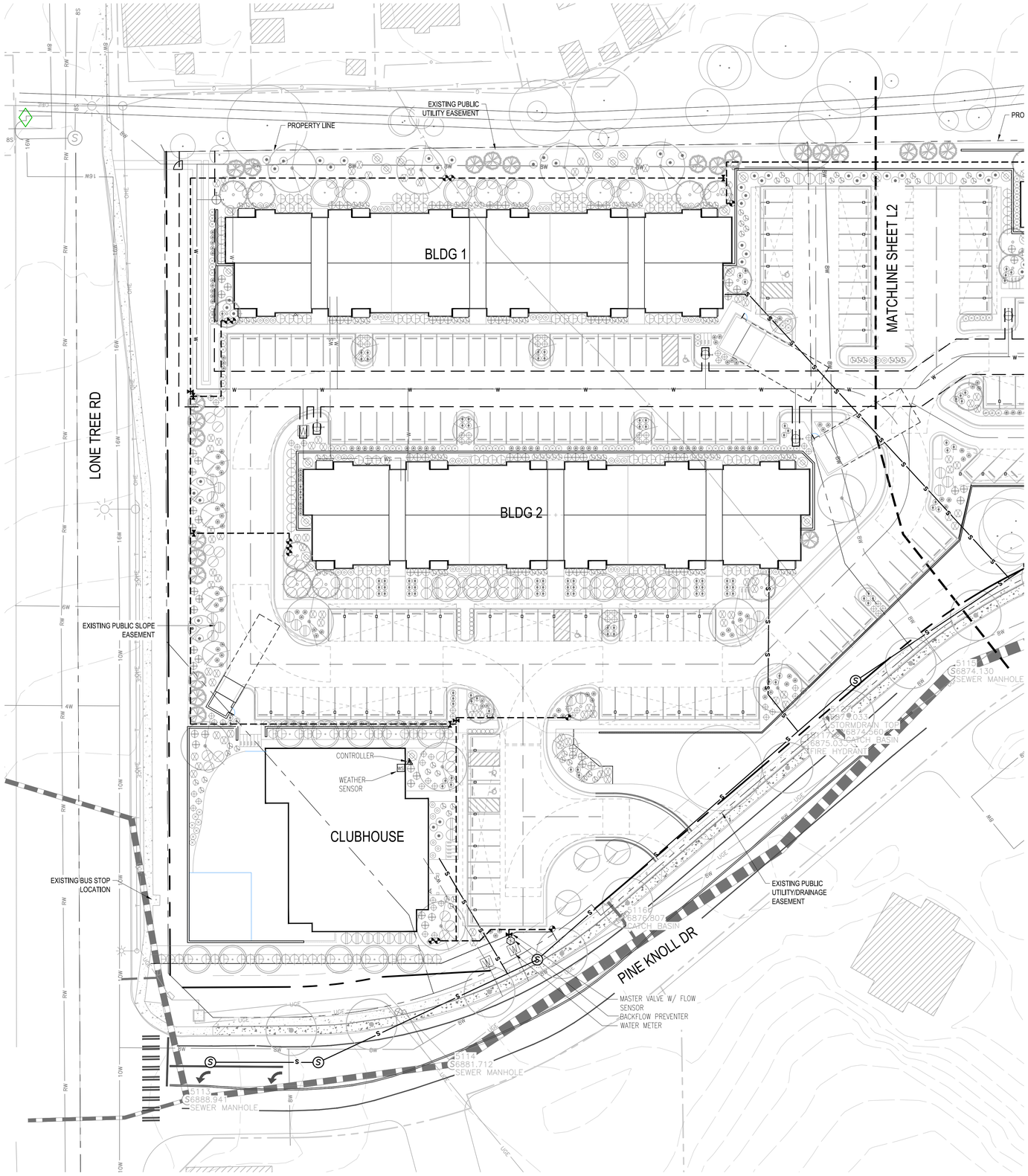
PROJECT NO.
317011B002

SHEET
L2




## IRRIGATION LEGEND:

| SYMBOL | DESCRIPTION | MANUFACTURER/MODEL | COMMENTS |
|---|---|---|---|
| M | WATER METER | N/A | 1.5" WATER METER TO BE INSTALLED PER CIVIL PLANS |
| | BACKFLOW PREVENTER | FEBCO 825YA | 1.5" BFP TO BE INSTALLED PER CIVIL PLANS. INSTALL IN A SECURABLE BACKFLOW PREVENTER CAGE. |
| | FLOW SENSOR | IRRITROL FS-200 2" FLOW SENSOR | INSTALL AFTER MASTER VALVE AT P.O.C. |
| A | CONTROLLER | IRRITROL ECP-TW-S EAGLE PLUS TWO WIRE WALL MOUNTED CONTROLLER IN METAL CABINET | INSTALL PER MANUFACTURER'S SPECIFICATIONS PROVIDE KEYS AND OPERATING INSTRUCTIONS TO OWNER |
| WS | WEATHER SENSOR | IRRITROL RFS1000 WIRELESS RAIN & FREEZE SENSOR SURFACE MOUNT | INSTALL PER MANUFACTURER'S SPECIFICATIONS MOUNT ON CLUBHOUSE ROOF ABOVE CONTROLLER |
| | GATE VALVE | WATTS WGV THD BRASS GATE VALVE | SIZE TO MATCH MAINLINE PASSING THROUGH. INSTALL IN 10" ROUND VALVE BOX. |
| | 1" QUICK COUPLER | TORO 100-SLSC W/ 100-SLK KEY | INSTALL IN 10" ROUND VALVE BOX. PROVIDE 3 KEYS |
| | REMOTE CONTROL DRIP VALVE ASSEMBLY | TORO DZK-700, 1" DRIP VALVE ASSEMBLY INCLUDES Y-FILTER AND PRESSURE REGULATOR | INSTALL IN VALVE BOX |
| | MAIN LINE | SCH 40 PVC, SCH 80 FITTINGS | SIZE PER PIPE PLAN; SOLVENT WELD. |
| | SHRUB/G.C. LATERAL | CLASS 200 PVC | 3/4" UNLESS OTHERWISE NOTED. |
| | TREE LATERAL | CLASS 200 PVC | 3/4" UNLESS OTHERWISE NOTED. |
| | MULTI-OUTLET DRIP EMITTER | TORO T-PR25-9 PRESSURE REGULATING MANIFOLD OR APPROVED EQUAL | NOT SHOWN ON PLAN. SEE EMITTER DETAILS.. |
| | SINGLE-OUTLET DRIP EMITTER | TORO T-DP08-A, 2-GPH EMITTER OR APPROVED EQUAL | NOT SHOWN ON PLAN. SEE EMITTER DETAILS.. |
| | DISTRIBUTION TUBE | 1/4" POLYETHYLENE | MAXIMUM LENGTH 6-FEET. SEE EMITTER DETAILS. |
| • | END FLUSH CAP | TORO T-FCH-H-FIPT, OR APPROVED EQUAL | LOCATE IN 10" ROUND VALVE BOX |
| | SLEEVE | SCH. 40 PVC PIPE | SIZE TO BE 2X DIAMETER OF PIPE BEING SLEEVED |
| | ELECTRICAL SLEEVE | SCH. 40 PVC PIPE (1.5" MINIMUM) | SLEEVE UNDER ALL PAVING TYP. |

PIPE SIZING SCHEDULE

| SIZE | GPM | SIZE | GPM |
|---|---|---|---|
| 3/4" | 6-10 | 1 1/2" | 26-35 |
| 1" | 11-15 | 2" | 36-55 |
| 1 1/4" | 16-25 | 2 1/2" | 56-80 |

SLEEVE SIZING SCHEDULE (MIN.)

| PIPE | SLEEVE | PIPE | SLEEVE |
|---|---|---|---|
| 3/4" | 1 1/2" | 1 1/2" | 3" |
| 1" | 2" | 2" | 4" |
| 1 1/4" | 2.5" | 2 1/2" | 5" |

A1 / 1" / S — STATION NUMBER / VALVE SIZE / ZONE TYPE

EMITTER NOTES

1. INSTALL ONE (1.0 GPH) OR (2.0 GPH) SINGLE OUTLET EMITTER PER SHRUB OR GROUNDCOVER AS REQUIRED. SEE PLANT SCHEDULE FOR EMITTER SPECIFICATION.
2. INSTALL EMITTERS AROUND EACH TREE; SEE THE EMITTER DETAIL FOR EMITTER QUANTITY AND SPACING.
3. MULTI-OUTLET EMITTERS MAY BE USED INSTEAD OF SINGLE EMITTERS WHERE 1" TUBING DOES NOT EXCEED 6' IN LENGTH.
4. INSTALL EMITTERS AT EDGE OF ROOTBALL AND UPGRADE FROM PLANTS.
5. INSTALL ALL EMITTERS AND EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.

## IRRIGATION NOTES:

1. ALL EXACT QUANTITIES OF EQUIPMENT REMAIN THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR AND NO ADDITIONAL COSTS TO OWNER WILL BE ACCEPTED AFTER BIDDING THIS PROJECT EXCEPT FOR CHANGE ORDERS APPROVED BY THE OWNER.
2. PLANS ARE DIAGRAMMATIC AND APPROXIMATE. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN LANDSCAPE AREAS; ALL SLEEVES SHALL BE INSTALLED PRIOR TO PAVING WORK. NO TEES, ELLS OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER PAVING EXCEPT WHERE SHOWN ON THE PLANS.
3. THE IRRIGATION SYSTEM IS DESIGNED FOR 90 STATIC PSI. CONTRACTOR SHALL VERIFY WATER PRESSURE IN THE FIELD PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALERTING THE LANDSCAPE ARCHITECT AND OWNER OF ANY DISCREPANCIES BETWEEN DESIGN PRESSURE AND FIELD PRESSURE.
4. CONTRACTOR SHALL CONFORM TO ALL STATE AND LOCAL CODES AND IS RESPONSIBLE FOR OBTAINING PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE PROJECT SITE.
5. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION. CONTACT BLUE STAKES CENTER (263-1100) FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE IMPROVEMENTS INDICATED ON THE IRRIGATION PLANS. CONTRACTOR IS RESPONSIBLE FOR CAREFUL SITE INSPECTION, REVIEW OF ALL LANDSCAPE DOCUMENTS, AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE SITE SUPERINTENDENT AND THE OWNER.
7. CONTRACTOR IS RESPONSIBLE FOR THE COORDINATING THE INSTALLATION OF SLEEVES UNDER PAVED SURFACES WITH THE GENERAL CONTRACTOR.
8. PROVIDE PVC VALVE BOXES FOR ALL UNDERGROUND VALVES, PRESET PRESSURE REGULATORS AND FLUSH PLUGS.
9. USE ONLY #14 DIRECT BURIAL COPPER WIRE FOR ALL UNDERGROUND WIRING. ALL WIRE RUNS TO BE CONTINUOUS FROM CONTROLLER TO CONTROL VALVE. USE ONLY EPOXY FILLED WATERPROOF WIRE ASSEMBLIES BY SPEARS (OR EQUAL) FOR ALL WIRE SPLICES.
10. OBTAIN APPROVAL FROM THE OWNER'S AGENT OF STAKED LOCATIONS FOR ALL VALVES, MAINLINE, AND THE AUTOMATIC CONTROLLER PRIOR TO INSTALLATION.
11. TEST MAINLINE UNDER PRESSURE FROM THE WATER SOURCE (POINT OF CONNECTION) TO CONTROL VALVES AND QUICK COUPLERS FOR A MINIMUM OF 12-HOURS. OBTAIN APPROVAL FROM OWNER'S AGENT PRIOR TO BACKFILLING.
12. ALL PVC SLEEVEING PASSING UNDER PAVED SURFACES AND THROUGH FOOTINGS SHALL BE SCHEDULE-40 PVC PIPE TWICE THE SIZE OF THE PIPE PASSING THROUGH. PROVIDE A SEPARATE SLEEVE FOR ELECTRICAL WIRING (1.5" MINIMUM).
13. EXACT PIPE SIZING AND FOOTAGE ARE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
14. USE TEFLON TAPE OR PIPE JOINT COMPOUND ON ALL THREADED JOINTS.
15. ALL DRIP SYSTEM LATERAL PIPING SHALL BE 3/4-INCH CLASS 200 PVC. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.
16. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE IRRIGATION WORK WITH THE LANDSCAPE PLANS TO AVOID CONFLICT BETWEEN IRRIGATION EQUIPMENT AND PLANTING PITS.
17. WHERE TREES, LIGHT STANDARDS, ETC. ARE AN OBSTRUCTION OF SPRAYS, PIPING AND SPRINKLER HEADS SHALL BE ADJUSTED AND/OR RELOCATED AS REQUIRED TO ACHIEVE FULL HEAD TO HEAD COVERAGE.
18. PROVIDE A TYPED WATERING SCHEDULE ENCASED IN PLASTIC AND ATTACHED TO THE INSIDE OF THE CONTROLLER ENCLOSURE.
19. PRIOR TO INITIATING THE 90-DAY MAINTENANCE PERIOD, TEST THE SYSTEM WITH THE OWNER'S AGENT TO VERIFY THAT THE SYSTEM IS FULLY OPERATIONAL. PROVIDE WRITTEN RECOMMENDATIONS OF SUGGESTED SEASONAL WATERING SCHEDULES.
20. PROVIDE A WRITTEN 18-MONTH GUARANTEE FOR ALL IRRIGATION EQUIPMENT DATED FROM THE START OF THE 90-DAY MAINTENANCE PERIOD. CONTRACTOR SHALL PROVIDE LABOR, MATERIALS AND EQUIPMENT AS NECESSARY TO RESTORE THE FULL OPERATION OF THE SYSTEM AND REPLACE ANY PLANT MATERIAL THAT DIED AS A DIRECT RESULT OF THE FAILURE.

GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1"= 30'

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LONE TREE RANCH

IRRIGATION PLAN

Preliminary Not For Construction

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|---|---|
| DESIGNED BY: | SP |
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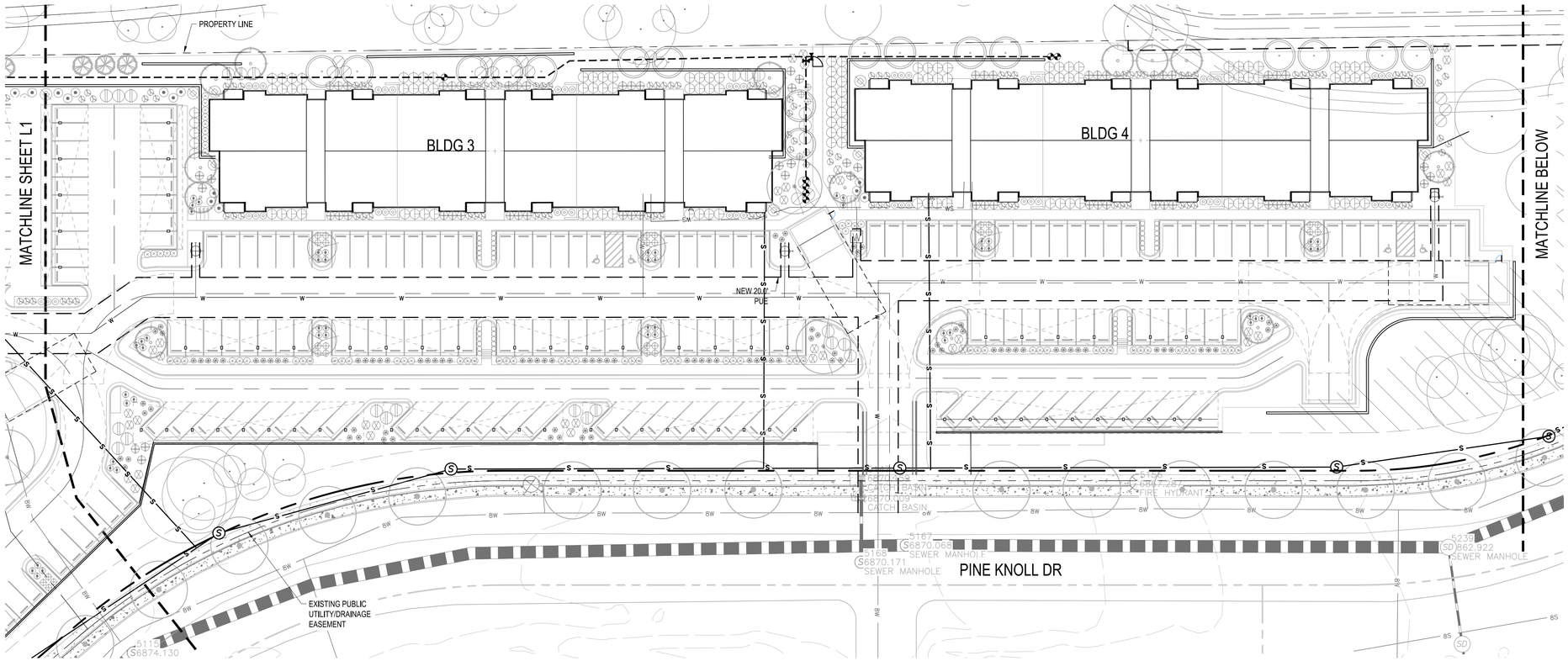


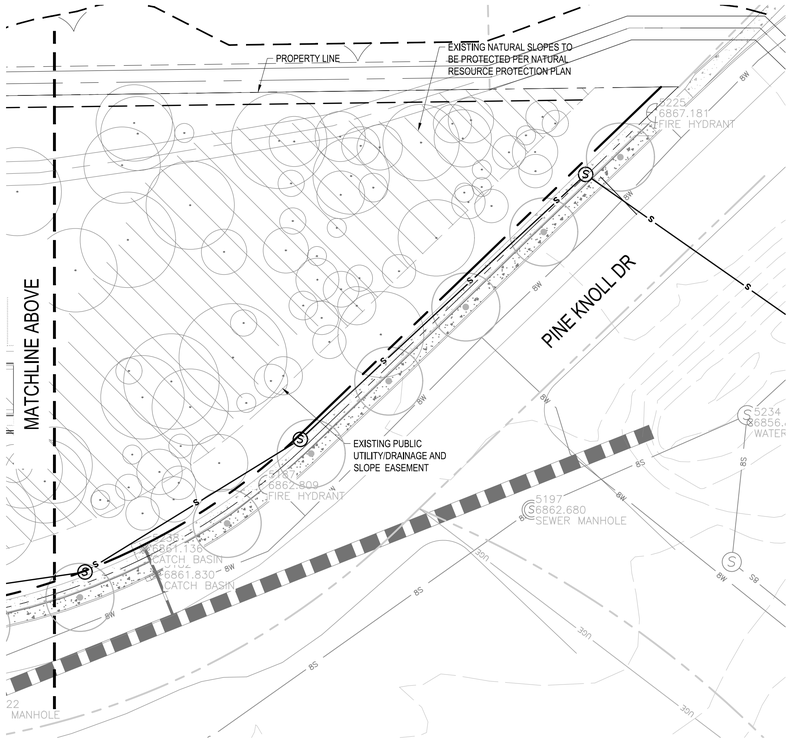


**IRRIGATION LEGEND:**

| SYMBOL | DESCRIPTION |
|---|---|
| W | WATER METER |
| | BACKFLOW PREVENTER |
| | FLOW SENSOR |
| A | CONTROLLER |
| W | WEATHER SENSOR |
| | GATE VALVE |
| | 1" QUICK COUPLER |
| | REMOTE CONTROL DRIP VALVE ASSEMBLY |
| | MAIN LINE |
| | SHRUB/G.C. LATERAL |
| | TREE LATERAL |
| | MULTI-OUTLET DRIP EMITTER |
| | SINGLE-OUTLET DRIP EMITTER |
| | DISTRIBUTION TUBE |
| | END FLUSH CAP |
| | SLEEVE |
| | ELECTRICAL SLEEVE |
| A1 1" S | STATION NUMBER VALVE SIZE/ ZONE TYPE |

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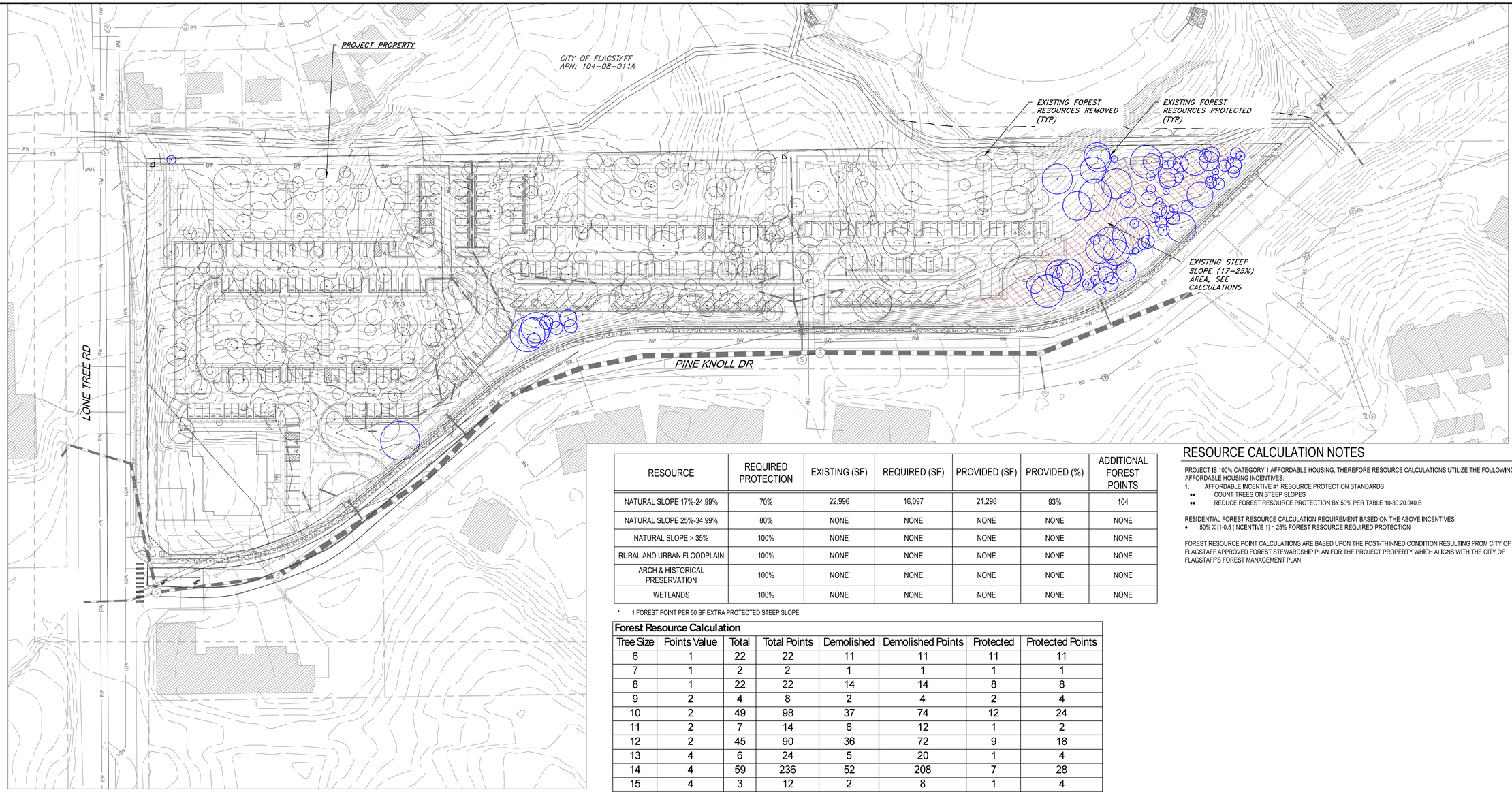


| RESOURCE | REQUIRED PROTECTION | EXISTING (SF) | REQUIRED (SF) | PROVIDED (SF) | PROVIDED (%) | ADDITIONAL FOREST POINTS |
|---|---|---|---|---|---|---|
| NATURAL SLOPE 17%-24.99% | 70% | 22,996 | 16,097 | 21,298 | 93% | 104 |
| NATURAL SLOPE 25%-34.99% | 80% | NONE | NONE | NONE | NONE | NONE |
| NATURAL SLOPE > 35% | 100% | NONE | NONE | NONE | NONE | NONE |
| RURAL AND URBAN FLOODPLAIN | 100% | NONE | NONE | NONE | NONE | NONE |
| ARCH & HISTORICAL PRESERVATION | 100% | NONE | NONE | NONE | NONE | NONE |
| WETLANDS | 100% | NONE | NONE | NONE | NONE | NONE |

* 1 FOREST POINT PER 50 SF EXTRA PROTECTED STEEP SLOPE

## RESOURCE CALCULATION NOTES

PROJECT IS 100% CATEGORY 1 AFFORDABLE HOUSING, THEREFORE RESOURCE CALCULATIONS UTILIZE THE FOLLOWING AFFORDABLE HOUSING INCENTIVES:

1. AFFORDABLE INCENTIVE #1 RESOURCE PROTECTION STANDARDS
   - •• COUNT TREES ON STEEP SLOPES
   - •• REDUCE FOREST RESOURCE PROTECTION BY 50% PER TABLE 10-30.20.040.B

RESIDENTIAL FOREST RESOURCE CALCULATION REQUIREMENT BASED ON THE ABOVE INCENTIVES:

- 50% X [1-0.5 (INCENTIVE 1) = 25% FOREST RESOURCE REQUIRED PROTECTION

FOREST RESOURCE POINT CALCULATIONS ARE BASED UPON THE POST-THINNED CONDITION RESULTING FROM CITY OF FLAGSTAFF APPROVED FOREST STEWARDSHIP PLAN FOR THE PROJECT PROPERTY WHICH ALIGNS WITH THE CITY OF FLAGSTAFF'S FOREST MANAGEMENT PLAN

| Forest Resource Calculation | | | | | | | |
|---|---|---|---|---|---|---|---|
| Tree Size | Points Value | Total | Total Points | Demolished | Demolished Points | Protected | Protected Points |
| 6 | 1 | 22 | 22 | 11 | 11 | 11 | 11 |
| 7 | 1 | 2 | 2 | 1 | 1 | 1 | 1 |
| 8 | 1 | 22 | 22 | 14 | 14 | 8 | 8 |
| 9 | 2 | 4 | 8 | 2 | 4 | 2 | 4 |
| 10 | 2 | 49 | 98 | 37 | 74 | 12 | 24 |
| 11 | 2 | 7 | 14 | 6 | 12 | 1 | 2 |
| 12 | 2 | 45 | 90 | 36 | 72 | 9 | 18 |
| 13 | 4 | 6 | 24 | 5 | 20 | 1 | 4 |
| 14 | 4 | 59 | 236 | 52 | 208 | 7 | 28 |
| 15 | 4 | 3 | 12 | 2 | 8 | 1 | 4 |
| 16 | 4 | 39 | 156 | 34 | 136 | 5 | 20 |
| 17 | 4 | 2 | 8 | 2 | 8 | 0 | 0 |
| 18 | 8 | 33 | 264 | 31 | 248 | 2 | 16 |
| 19 | 8 | 4 | 32 | 4 | 32 | 0 | 0 |
| 20 | 8 | 18 | 144 | 18 | 144 | 0 | 0 |
| 21 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| 22 | 8 | 13 | 104 | 13 | 104 | 0 | 0 |
| 23 | 8 | 1 | 8 | 0 | 0 | 1 | 8 |
| 24 | 8 | 16 | 128 | 9 | 72 | 7 | 56 |
| 25+ | 20 | 42 | 840 | 29 | 580 | 13 | 260 |
| | Totals: | 387 | 2212 | 306 | 1748 | 81 | 464 |

## FOREST RESOURCE CALCULATIONS

EXISTING FOREST RESOURCE POINTS = 2212 POINTS
REQUIRED FOREST RESOURCE POINT PROTECTION (25%) = 553 POINTS

PROVIDED FOREST RESOURCE POINT PROTECTION = 464 POINTS
FOREST RESOURCE PROTECTION POINTS, EXCESS STEEP SLOPE PROTECTION = 104 PTS
TOTAL FOREST RESOURCE PROTECTED POINTS = 568 POINTS

## LEGEND

- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- EXISTING WATERLINE
- EXISTING RECLAIMED WATERLINE
- EXISTING SEWER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELECOMM
- EXISTING STORMDRAIN
- EXISTING GAS
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING PEDESTRIAN EASEMENT
- EXISTING SLOPE EASEMENT
- PROPOSED WATERLINE
- PROPOSED FIRE LINE
- PROPOSED SEWER
- PROPOSED STORMDRAIN
- PROPOSED FIRE HYDRANT
- EXISTING TREE DEMO
- EXISTING TREE PROTECTED
- FIRE DEPARTMENT CONNECTION
- PROPSOED SEWER MANHOLE
- PROPOSED CATCH BASIN
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING ELECTRIC BOX
- EXISTING TELEPHONE JUNCTION BOX
- EXISTING WATER VALVE
- EXISTING WATER METER BOX
- EXISTING SEWER MANHOLE
- EXISTING GAS METER
- EXISTING CATCH BASIN
- EXISTING STORMDRAIN MANHOLE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- EXISTING DRAINAGE FLOW ARROW

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60 0 30 60 120
HORIZONTAL SCALE 1"= 60'

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LONE TREE RANCH

PRELIMINARY NATRUAL RESOURCE PROTECTION PLAN

Preliminary Not For Construction

| | |
|---|---|
| DESIGNED BY: | WLB |
| DRAWN BY: | KK |
| CHECK BY: | BJ |
| DATE: | SEPTEMBER 2025 |

PROJECT NO.
317011B002

SHEET
C2.0

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Rick Tadder, Management Services Director

**Co-Submitter:** Sam Beckett

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

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**TITLE:**

**Consideration and Adoption of Resolution No. 2026-14 and Ordinance No. 2026-08:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2026 Landfill Fees Corrections and Updates"; and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 7 Health and Sanitation, Section 7-04-001-0010 Fees, Subsection H Landfill Fees; providing for penalties, severability, authority for clerical corrections, and establishing an effective date

**STAFF RECOMMENDED ACTION:**

At the March 17, 2026 Council Meeting:
1) Read Resolution No. 2026-14 by title only
2) City Clerk reads Resolution No. 2026-14 by title only (if approved)
3) Read Ordinance No. 2026-08 by title only for the first time
4) City Clerk reads Ordinance No. 2026-08 by title only (if approved above)

At the April 7, 2026 Council Meeting
5) Adopt Resolution No. 2026-14
6) Read Ordinance No. 2026-08 by title only for the final time
7) City Clerk reads Ordinance No. 2026-08 by title only (if approved above)
8) Adopt Ordinance No. 2026-08

**Executive Summary:**

On December 3, 2025, the Arizona Department of Environmental Quality (ADEQ) adopted changes to fees. Within the list of changes included an increase to Solid Waste Disposal Fees which the City collects and remits to ADEQ. The fee was increased from $0.25 per ton to $0.58 per ton effective December 3, 2025. The last Solid Waste Rate adoption in 2018 included tables for Landfill Fees which combined our fee with other fees. The total current fee of $45.75 per ton includes the City landfill fee of $43.00 per ton, the ADEQ fee of $0.25 per ton, and the Environmental Maintenance Facility Fee (EMF) of $2.50 per ton. The landfill customers receive a receipt which shows the breakdown of each of these fees. City staff is currently remitting the ADEQ fees to the state based on the current fee; however, we are using the Solid Waste budget to offset the difference until the City Code is corrected. Staff estimates this change to be an annual $31,000+ impact on the operating budget if we do not make the correction.

City staff is asking Council for approval of the changes to the City Code to correct our tables and provide clarity of the landfill rates and additional fees we collect.

**Financial Impact:**

The increase to the ADEQ fee from $0.25 to $0.58 will have an estimated $31,000+ on the Solid Waste budget if not corrected in the City Code.

**Policy Impact:**

None

**Previous Council Decision or Community Discussion:**
The Solid Waste Landfill Fees were last adopted on December 11, 2018.

**Options and Alternatives to Recommended Action:**
Approved the City Code changes as recommended by staff.
Do not approve the City Code changes as recommended by staff and direct staff to use operation budget to pay the difference related to ADEQ rates.

**Connection to PBB Priorities and Objectives:**
None

**Connection to Regional Plan:**
None

**Connection to Carbon Neutrality Plan:**
None

**Connection to 10-Year Housing Plan:**
None

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**Attachments:** Res. 2026-14
2026 Landfill Fees Corrections and Updates
Ord. 2026-08

**RESOLUTION NO. 2026-14**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*2026 LANDFILL FEES CORRECTIONS AND UPDATES*"**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City desires to adopt an ordinance amending the City Code provisions relating to solid waste disposal fees at the City landfill; and

WHEREAS, the City Council of the City of Flagstaff ("City") wish to declare the document entitled *"2026 Landfill Fee Corrections and Updates"* to be a public record and to permit its adoption by reference into the City Code.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. In General.

That certain document known as *"2026 Landfill Fee Corrections and Updates"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy, maintained in compliance with A.R.S. § 44-7041, shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of April, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
2026 Landfill Fee Corrections and Updates

# 2026 Landfill Fee Corrections and Updates

The Flagstaff City Code, Title 7 Health and Sanitation, Chapter 04 Municipal Solid Waste Collection Service, is hereby amended by revising Section 7-04-001-0010 Fees by amending Subsection H Landfill Fees to read as follows (additions are shown as redlined and underlined capitalized text, and deletions are shown as stricken):

## CHAPTER 7-04

## MUNICIPAL SOLID WASTE COLLECTION SERVICE

**7-04-001-0010 FEES**
The rates and charges for services outlined below are based on the cost of the services provided. The Director or designee may establish special rates or charges when required by unusual, unique or special needs, or to provide discounts for high-volume customers when collection efficiencies are realized.

H. Landfill Fees: Landfill fees shall be calculated at the actual cost per ton plus an additional amount to be determined by City Council to establish a capital account to fund future projects and equipment purchases. The City shall establish a legal reserve within the Environmental Services Fund for the purpose of funding costs of closing the landfill as required by the EPA or its designee. Monies shall be appropriated and set aside monthly in an amount to meet the estimated capital costs, to include liner system, methane collection and cover material. Interest shall accrue to this account to be used for all the same purposes mentioned above.

1. Environmental Maintenance Facility Fee ("EMF"): ~~In addition to the landfill tipping fees outlined below,~~ ~~t~~The City shall collect a fee of two dollars fifty cents ($2.50) per-ton tipping fee to fund the facilities that support the activities associated with municipal solid waste collection. The City shall annually allocate the of two dollars fifty cents ($2.50) per-ton tipping fee to service the debt associated with construction of the core services maintenance facility. The City shall establish a legal reserve fund for this purpose. Interest shall accrue to this account to be used for all of the same purposes mentioned above.

The two dollars fifty cents ($2.50) per-ton fee referenced in this subsection shall remain in effect until retirement of the debt associated with construction of the core services maintenance facility.

2. ~~The landfill tipping fees for each user category shall be as follows, plus~~ CUSTOMERS SHALL BE CHARGED all applicable State and Federal ~~taxes:~~ FEES AND TAXES FOR USE OF THE LANDFILL, INCLUDING BUT NOT LIMITED TO THOSE SET BY THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY OR OTHER AGENCIES AND PASSED THROUGH BY THE CITY TO CUSTOMERS, AND POSTED ON THE CITY WEBSITE (COLLECTIVELY "OTHER CHARGES")

3. LANDFILL TIPPING FEES SCHEDULE:

a. Category 1: City residents who pay for City of Flagstaff water and refuse services - will be charged THE EMF, OTHER CHARGES, PLUS the following fees to use the landfill:

| Type of Refuse | Cost |
|---|---|
| Residential solid waste | ~~$45.75~~ $43.00 per ton (if less than one ton there is no charge) |
| Construction and demolition material (less than one ton) | $20.00 per pickup truck, additional $20.00 per trailer |
| Construction and demolition material (greater than one ton) | ~~$45.75~~ $43.00 per ton |
| Green waste (tree limbs, logs/stumps and Xmas trees) | Free *Note: pine needles and leaves are NOT green waste |
| White goods | Free |
| Electronics | Free (must be disposed at HPC) |
| Freon evacuation for household units | Free |
| Unsecured load charge (i.e., load not covered or tied down) | $20.00 additional charge per unsecured load |

b. Category 2: Non-City Residents who live in Coconino County and City residents who do not pay for City of Flagstaff water and refuse services – will be charged the EMF, OTHER CHARGES, PLUS THE following fees to use the landfill:

| Type of Refuse | Cost |
|---|---|
| Residential solid waste (bagged) | $2.00 per bag |
| Residential solid waste (less than one ton) | $20.00 per pickup truck, additional $20.00 per trailer |
| Residential solid waste (greater than one ton) | ~~$45.75~~ $43,00 per ton |
| Construction and demolition material (less than one ton) | $20.00 per pickup truck, additional $20.00 per trailer |
| Construction and demolition material (greater than one ton) | ~~$45.75~~ $43.00 per ton |
| Green waste (tree limbs, logs/stumps and Xmas trees) | Free *Note: pine needles and leaves are NOT green waste |
| White goods (with proof that refrigerants, oil or compressors have been removed) | $8.74 per unit |
| Electronics | Must be disposed at HPC |
| Unsecured load charge (i.e., load not covered or tied down) | $20.00 additional charge per unsecured load |

The cost for disposal of white goods requiring the extraction of refrigerant, oil or compressors will be based on the actual cost to the City for a third-party to perform the service.

c. Category 3: Commercial hauled refuse (including refuse hauled by licensed solid waste collection companies) from within City – will be charged the EMF, OTHER CHARGES, PLUS THE following fees to use the landfill:

| Type of Refuse | Cost |
|---|---|
| Commercial solid waste | ~~$45.75~~ $43.00 per ton (minimum charge of one ton) |
| Green waste (tree limbs, logs/stumps and Xmas trees) | ~~$45.75~~ $43.00 per ton *Note: pine needles and leaves are NOT green waste |
| White goods (with proof that refrigerants, oil or compressors have been removed) | $8.74 per unit |
| Metal only (recycle fee) | ~~Current Norton Recycling fee~~ $32.25 per ton |
| Electronics | Must be disposed at HPC |
| Exceptional waste (e.g., asbestos) | ~~$45.75~~ $43.00 per ton plus $20.00 one time handling fee |
| Unsecured load charge (i.e., load not covered or tied down) | $20.00 additional charge per unsecured load |

The cost for disposal of white goods requiring the extraction of refrigerant, oil or compressors will be based on the actual cost to the City for a third-party to perform the service.

(1) Inert Material:

(a) Landfill tipping fees may be waived or reduced for clean soil, rubble and other inert material that can be utilized for beneficial use to the landfill, as determined by the Director or designee.

(b) If the inert material is not clean soil, rubble or other inert material, the hauler will be charged ~~$45.75~~ $43.00 per ton.

d. Category 4: Refuse hauled from outside the County - WILL BE CHARGED THE EMF, OTHER CHARGES, PLUS THE FOLLOWING FEES TO USE THE LANDFILL:

| Type of Refuse | Cost |
|---|---|
| For all items accepted at landfill | ~~$89.19~~ $86.44 per ton |

**ORDINANCE NO. 2026-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7 HEALTH AND SANITATION, SECTION 7-04-001-0010 FEES, SUBSECTION H LANDFILL FEES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City is required dispose of solid waste generated within its jurisdiction pursuant to A.R.S. § 49-741; and

WHEREAS, the City may establish fees for use of its landfill pursuant to A.R.S. § 49-742; and

WHEREAS, the Arizona Department of Environmental Quality ("ADEQ") regulates solid waste disposal in the state pursuant to A.R.S., Title 49; and

WHEREAS, the ADEQ has authority to "establish by rule solid waste landfill disposal fees" on the operators of a solid waste landfill or facility pursuant to pursuant to A.R.S. § 49-836(G); and

WHEREAS, ADEQ has established new solid waste landfill fees pursuant to Arizona Administrative Code, Article 21; and

WHEREAS, operators of a solid waste landfill or facility affected by the landfill disposal fees established by the ADEQ "may adjust the fees charged to customers by passing through to the customers the additional costs" pursuant to A.R.S. § 49-836(F); and

WHEREAS, for information made available regarding "other fees whose amounts are set by state or federal law" the City does not need to post a 60-day website notice prior to adoption, but "that information shall be posted on the municipality's website and, if the municipality uses social media or other electronic communication tools, distributed through social media or other electronic communication tools," pursuant to A.R.S. § 9-499.15(H),(I); and

WHEREAS, the City has posted on its website and distributed through social media or other electronic communication tools information about new landfill disposal fees established by ADEQ rule that are being passed through by the City to landfill customers.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. That certain document known as "2026 Landfill Fee Corrections and Updates", one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2026-14 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out

in this ordinance.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of April, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

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

**Co-Submitter:** Daniel Kelly

**Date:** 03/10/2026

**Meeting Date:** 03/17/2026

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**TITLE**

**Emergency Management Briefing - APS Public Safety Power Shutoffs (PSPS)**

**STAFF RECOMMENDED ACTION:**

Discussion with the Mayor and Council on how Arizona Public Service (APS) PSPS events will work and the impact they will have on the city.

**Executive Summary:**

Three years ago, APS rolled out its Public Safety Power Shutoffs (PSPS) for certain power lines deemed high-risk for causing wildfires. APS believes this will help reduce the risk that transmission lines will cause a wildfire, such as during a high-wind event on a red flag day. City Emergency Management has been working closely with APS and other key city partners to assess the potential impact of PSPS events and develop a plan to mitigate them.

For the upcoming fire season, APS has followed suit with the past three years and has significantly increased the number of transmission lines in and around Flagstaff that they feel fall under their high-risk classification. As a result of this increase, this year's PSPS events will significantly affect power supply not only to critical city facilities but also to residential areas. One of the most impacted critical infrastructures is the city's water infrastructure. In this briefing, members of the PSPS Task Force will provide an overview of the expected impacts and the measures city staff will take to minimize them.

**Information:**

The City PSPS Task Force has met and will continue to meet to discuss potential impacts, mitigate what we can, and review response procedures if notified of a public safety power shut-off.

---

**Attachments:** Presentation

# 2026 APS Public Safety Power Shutoff (PSPS) Update

**March 17, 2026**

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

# PSPS Task Force

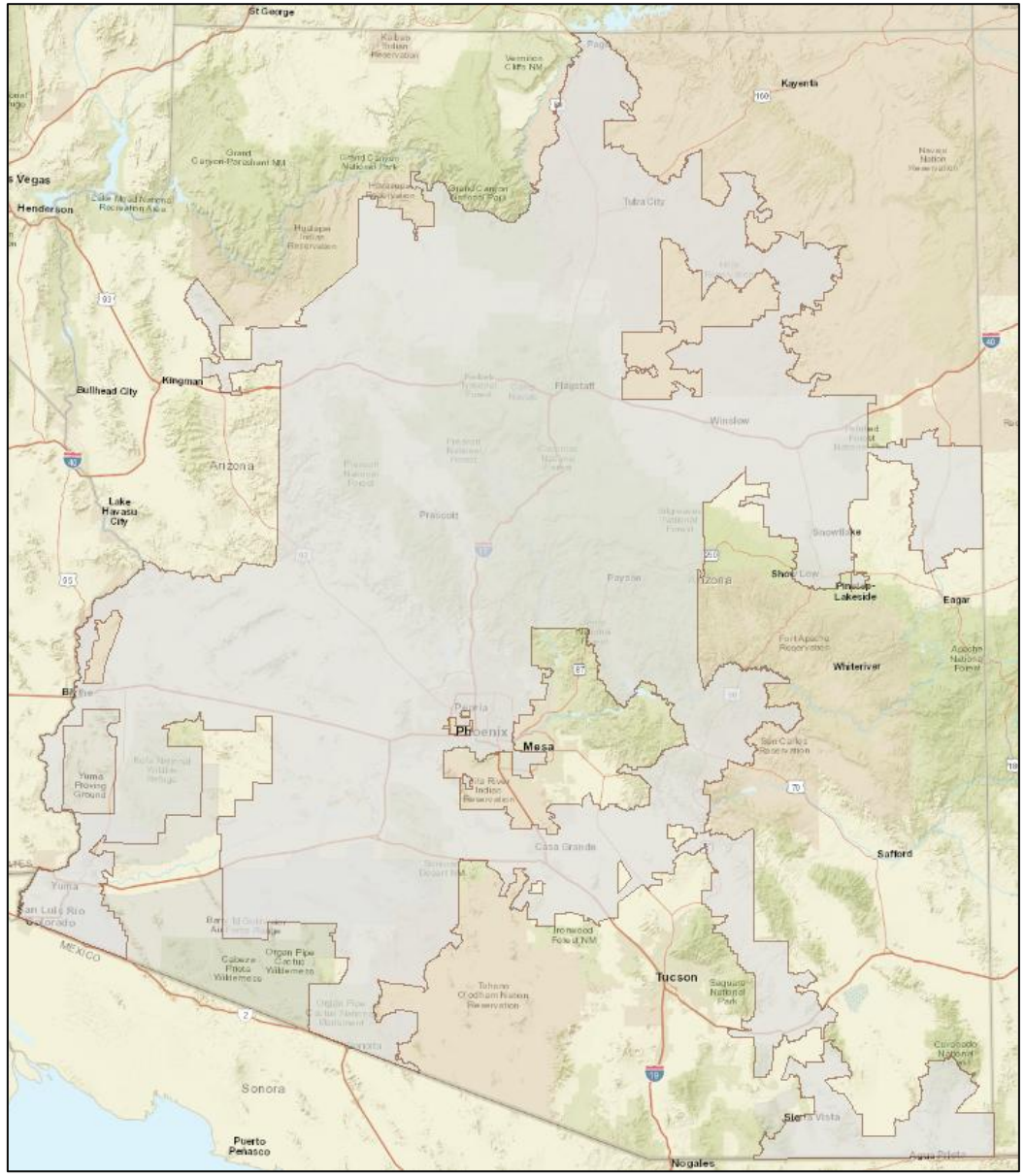
## Internal Partners

- City Emergency Management
- Water Services
- Fire
- PD
- Public Works
- PROSE
- IT
- Sustainability
- Economic Vitality
- Communication & Civic Engagement

## External Partners

- APS
- County Emergency Management

# Arizona Public Service Wildfire Mitigation




# Arizona Public Service

- Largest electric utility in AZ
- 6,000 transmission miles
- 32,000 distribution miles
- 1,500 feeders
- 1.4 million meters
- 8,600 MW peak load

- **19% of system in high fire risk areas**

# Our Current Practices Are Comprehensive and Multi-Faceted

## Vegetation Management

- Comprehensive right-of-way clearance on maintained cycles
- Defensible space around poles (DSAP)
- Hazard tree program

## Grid Hardening Investments

- Ongoing distribution system upgrades
- Mesh pole wrapping
- Expulsion limiting fuses
- Steel poles (if truck accessible)

## Asset Inspection

- Enhanced line patrols
- Technology deployments
  - Drone use
  - Infra-red scans

## Monitoring and Awareness

- Dedicated team of meteorologists
- Advanced fire modeling software
- Cameras and weather stations
- Federal & state agency partnerships

## Operational Mitigations

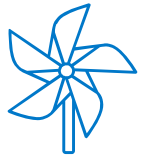
- Non-reclosing strategy
- Public outreach program
- Red Flag Warning protocols
- Public Safety Power Shutoff (PSPS)

**Internal:** 18-person **fire mitigation department** engages across entire APS organization to plan and implement initiatives
**External**: Member of 19 **fire mitigation industry associations**

Independent **third-party reviews** of APS wildfire mitigation plan

# Public Safety Power Shutoff (PSPS) is another tool we have when the risk of wildfires is extremely high

## Conditions that would lead to a power shutoff



**Extreme wind conditions**

**Dry conditions, Low RH**

**Risk of rapid fire spread**

## Implications of a public safety power shutoff on our customers

- **Targeted de-energization** of our lines on days of extreme risk
- **Outages lasting up to ~20 hours** while risk is elevated and to enable line inspection before they are re-energized

# We will communicate with local agencies and customers well in advance of a PSPS event so that they can prepare accordingly

**Starting 4 days before outage**

**Daily communication with customers** about potential outage and how to prepare

**During outage**

Communication with customers on **progress to restoration**

***We'll communicate via multiple channels***

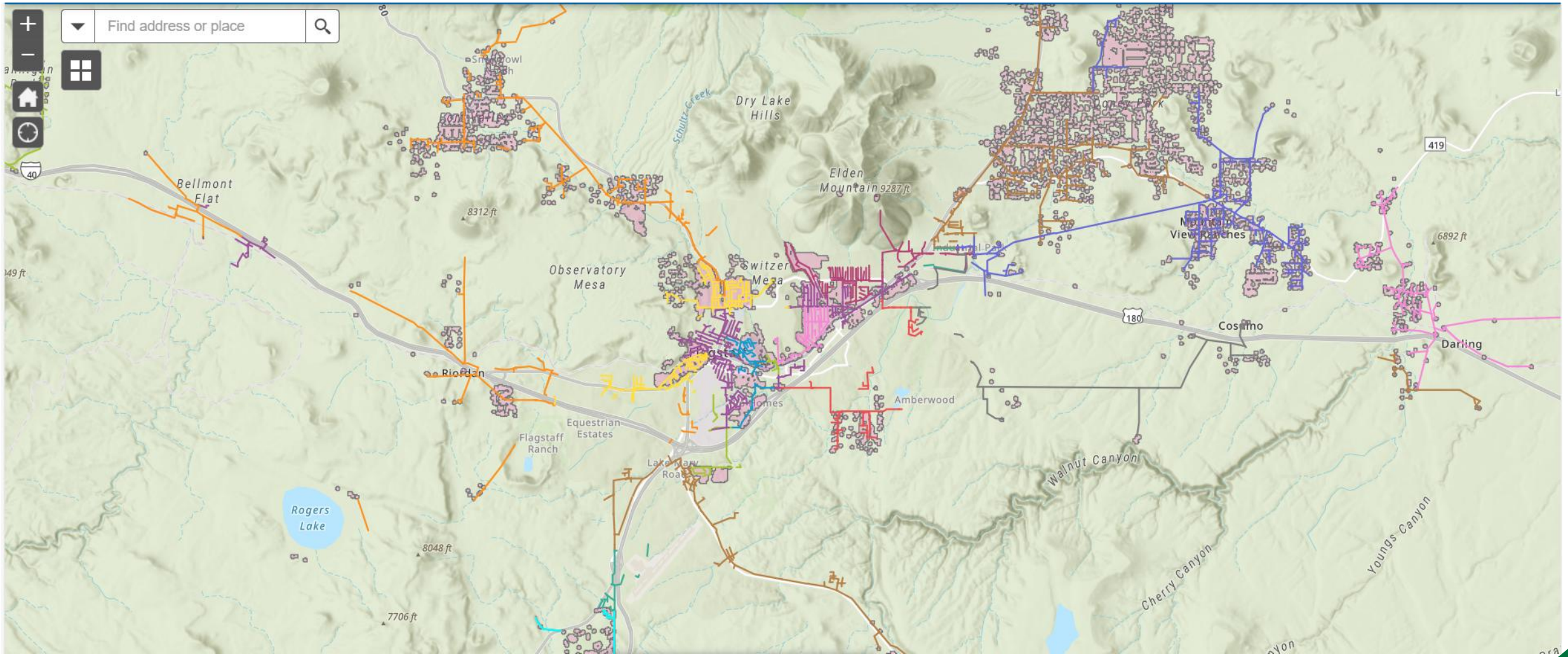
**Text messages**

**Email**

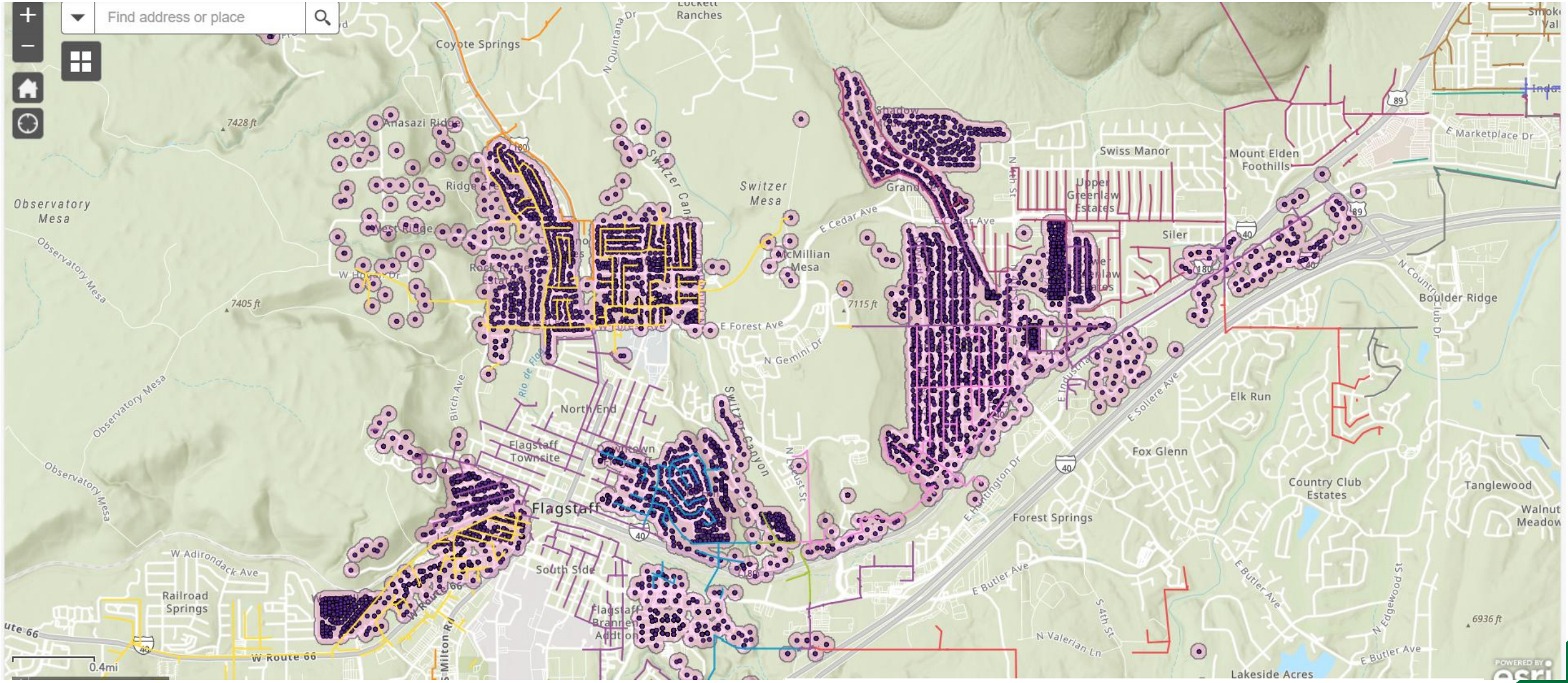
**Phone calls**

# How do we determine which areas are impacted by PSPS?

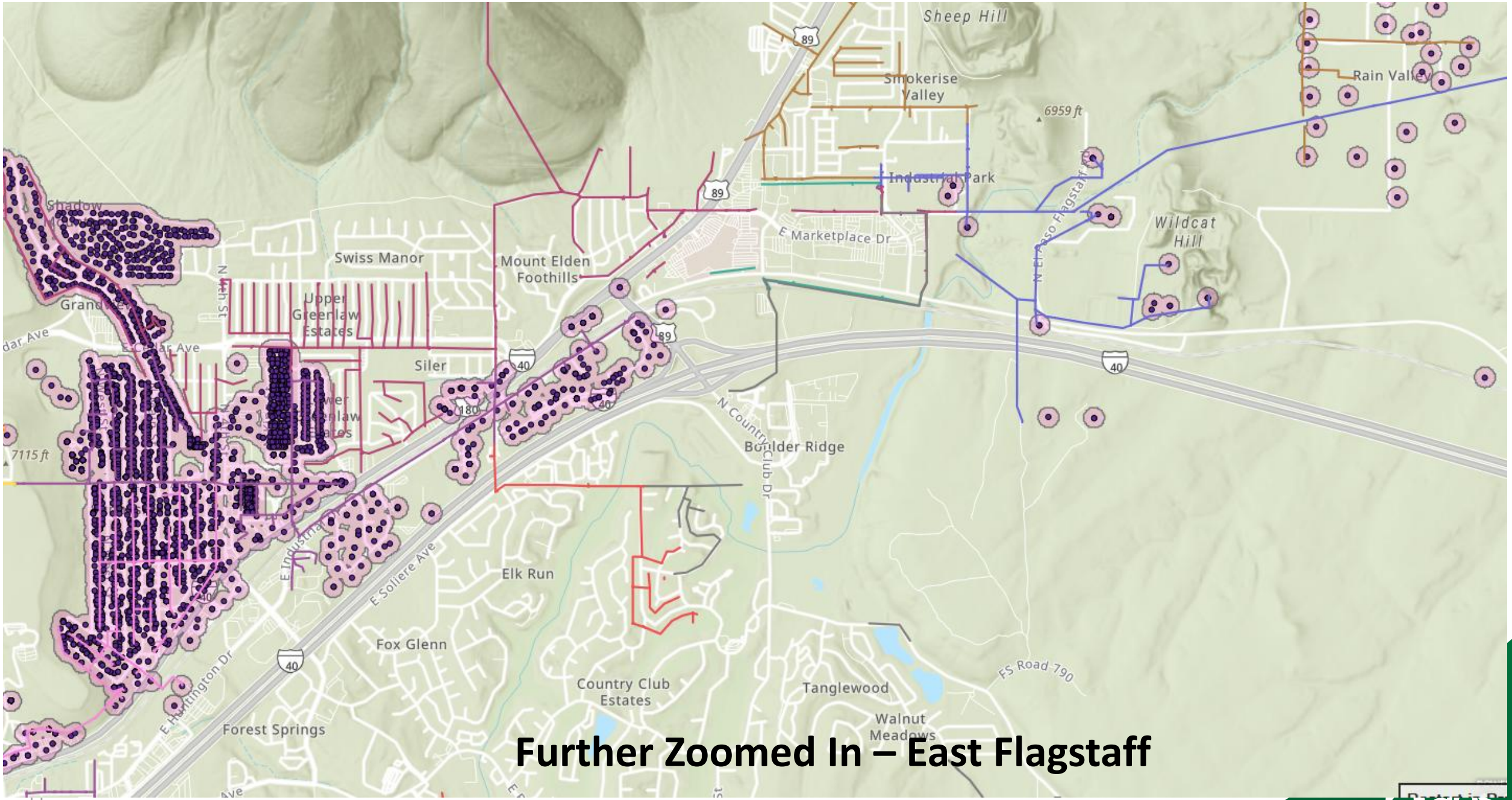
- Risk analysis to determine which feeders should be classified as PSPS. Multiple factors involving included Wildland Urban Interface, vegetation levels and more.
- Classification starts with entire feeder
- Determine where switches/devices can be installed to isolate (keep on) customers along the feeder if possible.
- Underground lines are often feed by overhead lines meaning they too can be impacted by PSPS.



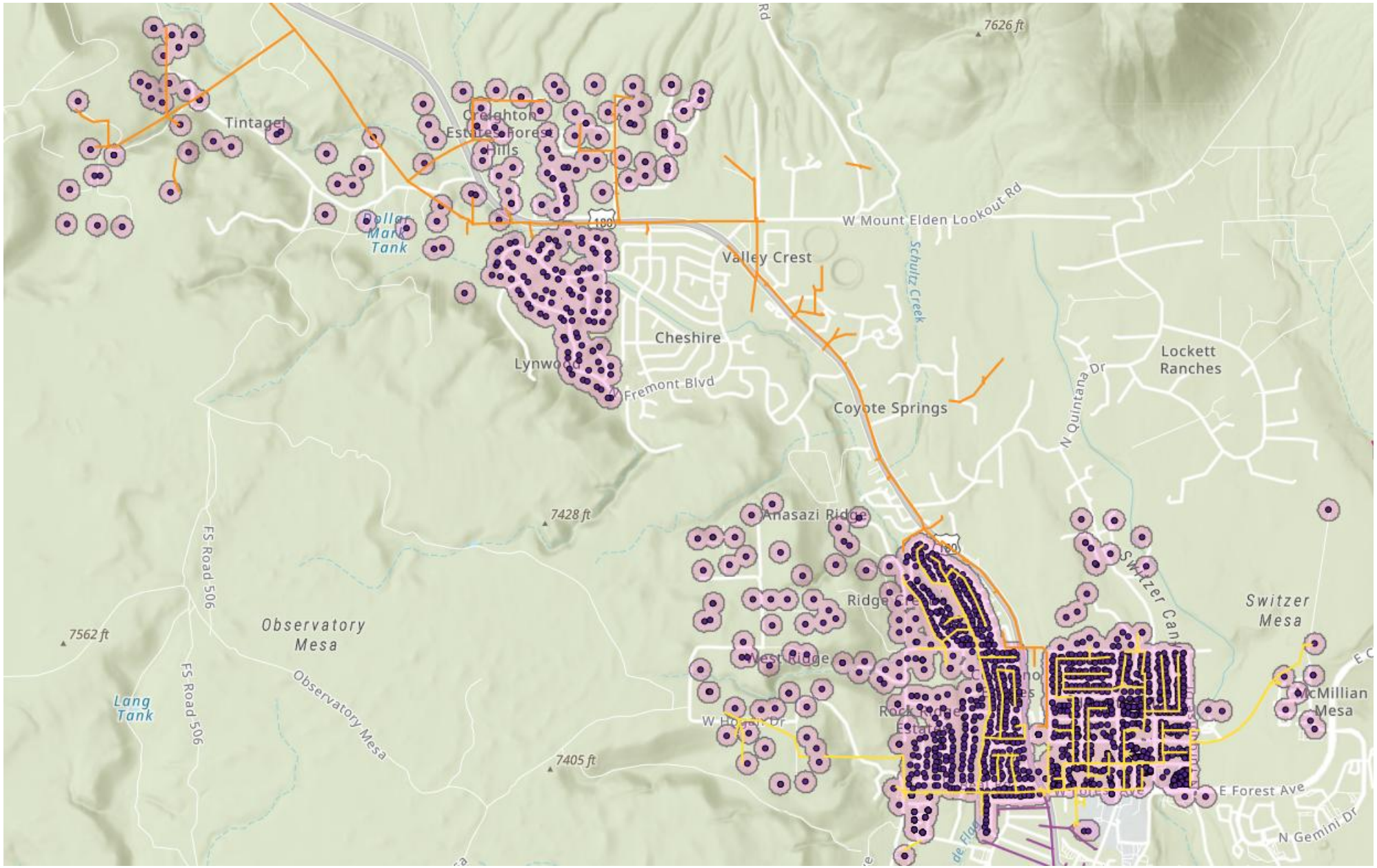

# Zoomed Out – Greater Flagstaff Area



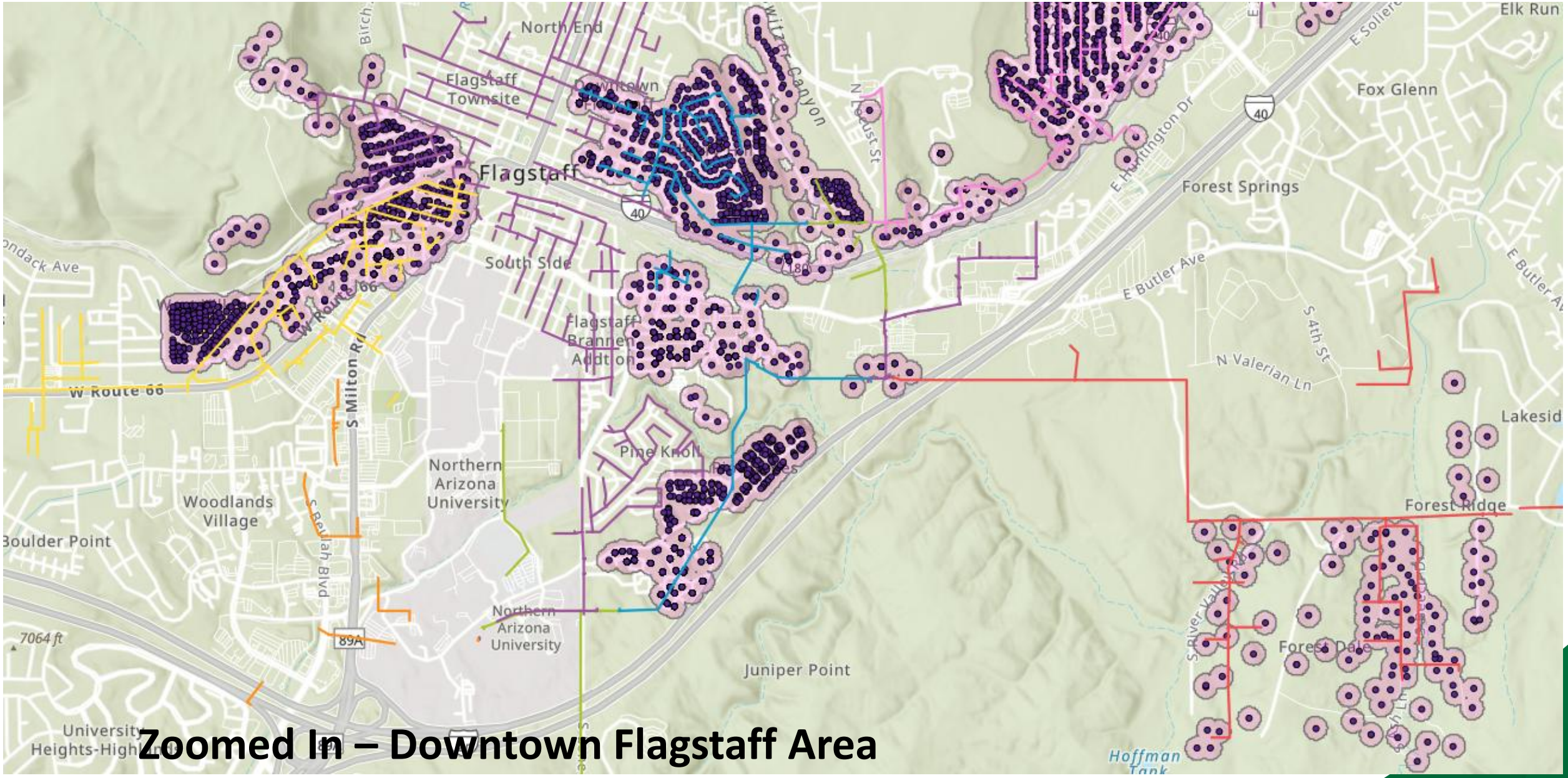

# Zoomed In – Majority of the City of Flagstaff



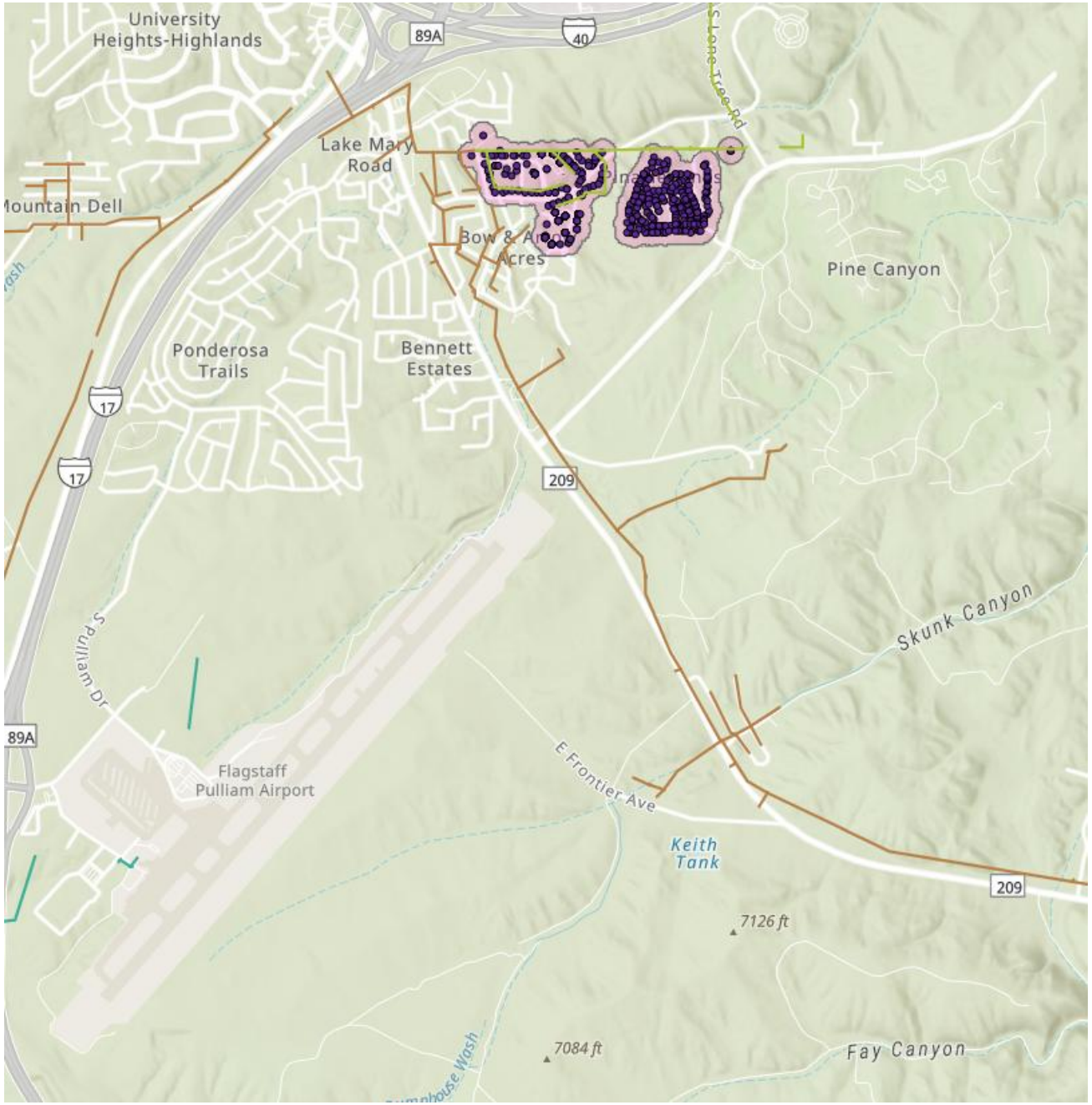

# Further Zoomed In – East Flagstaff



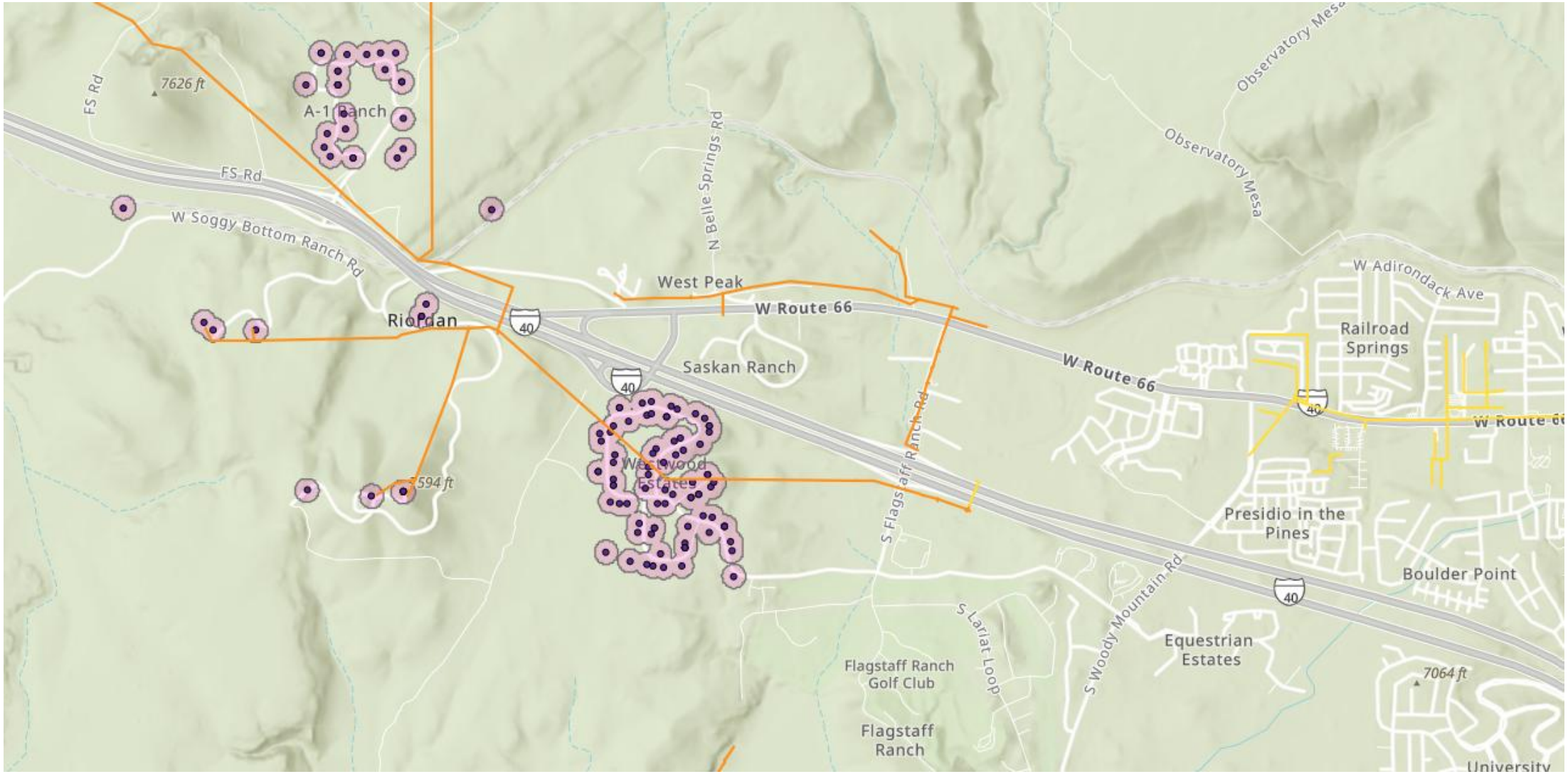

# Zoomed In – Hospital Hill and US 180




# Zoomed In – Downtown Flagstaff Area




# Zoomed In – South on Lake Mary Road/Airport Area




# Zoomed In – West on Old Route 66

# Emergency Management

## Preparedness & Mitigation

- Preparedness Campaign
  - Public information campaign in development - scheduled launch around May 1st
    - Backup power, safety, food, and water storage
- Task Force coordination (chaired by EM): analyzed impacts, coordinated interdepartmental response
- Mitigation actions: continuity plans, generator/fuel prioritization

# Emergency Management

## Response – PSPS Event

- **Notification flow:** APS -> City EM; EM pushes RAVE Alert to Task Force, CMO, Elected
- **EOC activation:** Partial activation, will elevate based on the level of impacts
- **Operational rhythm:** SitRep to CMO/Elected twice daily; unified messaging city and county; coordinated calls with APS, County EM/EOC, DEMA, NGO's

# Emergency Management

## Response – PSPS Event (cont.)

- **Lifeline tracking:** Water production & storage, traffic control, public safety comms, resilience hubs; resource requests with EOC

- **Community Messaging:** tandem messaging between Discover Flagstaff and Public Affairs; County EM will target impacted communities with a RAVE notification
- **Demobilization & AAR:** return to normal operations, and After-Action improvements within 30 days

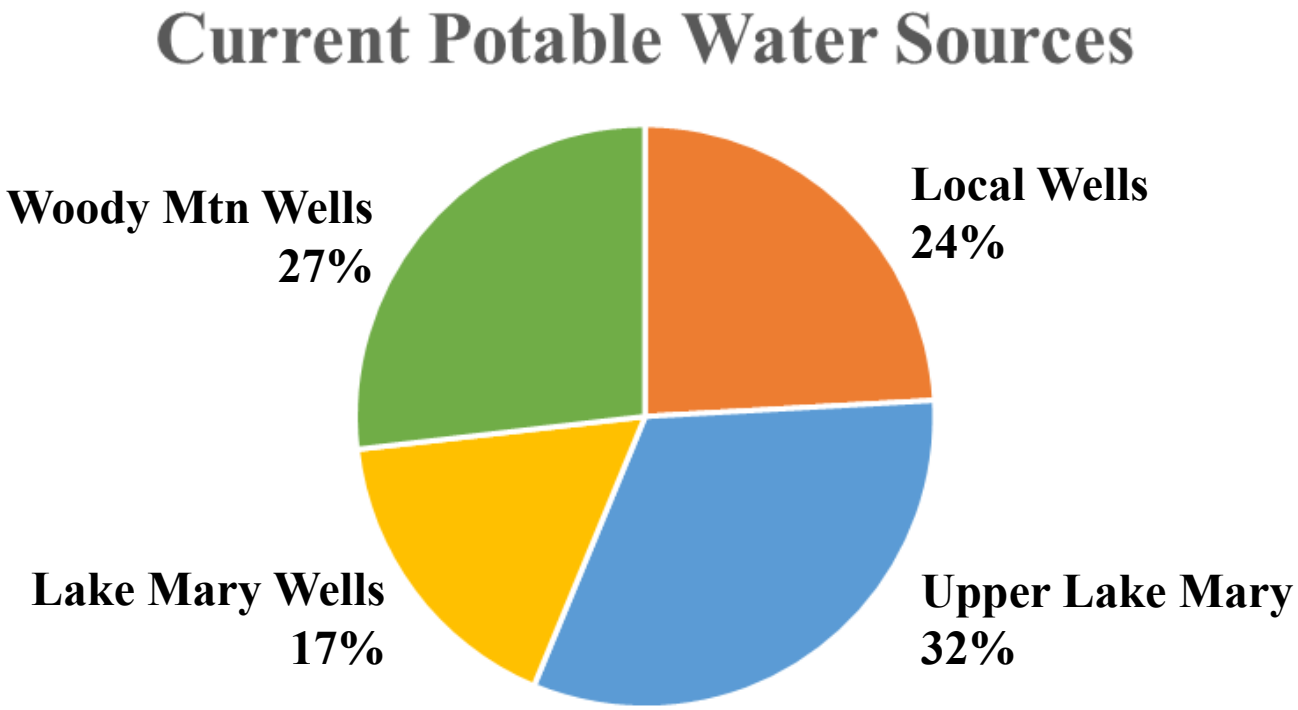
# Water Services

## Overview

- 6,000+ gallons of fuel per day to keep system operational.
- We have sufficient storage and generator production capabilities to maintain system integrity for 48+ hours
- Beyond that we will be stretched thin
- Discussions on voluntary curtailment of potable and reclaimed water may be necessary

# Water Services

**A PSPS event will de-energize 70% of Flagstaff's potable water supplies.**




**Some Local Wells will be affected by APS PSPS events**

# Water Services

## Water Production

- Generators will be deployed to critical sources
  - Raw Water Pump Station (Upper Lake Mary, 1 generator)
  - Woody Mtn Well Field (half of wells, 3 generators)
  - Fort Tuthill Well (Developing plan to move generator from Shop Well)
- Crews will be notified to be on stand-by
  - Plant operations will go to 24-hour schedule
  - CDL drivers will haul fuel & shuttle generators

# Water Services

## Water Production

- Water storage will be maximized (1.8 days)
- Generators will have to be shuttled between pumpstations to fill Reservoirs/ Tanks
- With the more extensive outage this year WS will be reliant on water in the storage reservoirs to meet demand.

# Water Services

## Water Reclamation (Wildcat Hill & Rio de Flag)

- WCH has 24-hour fuel storage on-site (4,300 gallons)
- Carter/Rhinehart Oil available to bring single or tandem trucks up
  - 3,000 or 6,000 gallons
- Public Works is willing to help
- Rio de Flag Plant will likely be affected and does not have back up power
  - WS is working on a plan to provide enough power to keep the microbes at the plant alive.
  - If unsuccessful we could be looking at a 4-week outage in reclaimed water delivery

# Fire

- Fire protection during APS initiated power outages
  - Fire flow to be unimpacted for fire hydrants and automatic sprinkler systems
    - Assuming water system production and distribution remains functional
    - Assuming an increase in daily consumption does not occur

# PD

- Dispatch
  - Ensure CAD, radio consoles, and phone systems are functioning on generator or UPS power
  - Coordinate with City IT and Facilities for infrastructure support
  - Provide consistent scripting to avoid panic-driven call escalation
  - Participate in EOC communications if activated – relying on radio for communications
  - Minimum staffing increase / ensure adequate cross training on radios for coverage
- Patrol
  - Deter opportunistic crime
  - Manage traffic and hazards
  - Protect critical infrastructure
  - Provide visible reassurance to the community
  - Adjust minimum staffing thresholds / shift overlap for continuity

# Public Works

## Public Works Core Services

- Building 2 (Fleet Services) has one dedicated generator
  - Critical for fueling and maintaining emergency response vehicles
  - Fleet fuel access is the department's primary vulnerability
- Building 6 (Administration) has one dedicated generator
  - Supports administrative operations, communications and EOC coordination for event response
- Operational sustainability is estimated at 48-72 hours before generator fuel resupply is required
  - Events exceeding 72 hours will require coordinated fuel delivery

# Public Works

## Streets

- 46 Traffic Signals & 11 Ped Flashers (approx. 20 & 6 PSPS)
  - 43 of 46 have battery backup installed (5-8 hours runtime)
  - 12 of 46 have temporary generator input (1 tank = 5-8 hours runtime)
- 6 Current Generators Dispatched to Priority Intersections as Needed
- 30 Temporary Stop Signs (4-7 intersections)
- ADOT:  29 Traffic Signals & 1 Pedestrian Flasher in City Limits
  - All have battery backup installed (5-8 hours runtime)
- BNSF:  5 Crossings
  - All have battery backup installed (5-8 hours runtime)
  - All have temporary generator input, no dedicated generator for locations

## Parks, Recreation Centers and Special Events

- Parks athletic fields irrigation and Cemetery operations/scheduled services are manageable in a 24-hour event.  Large impacts beyond 120 hours (5 days) with turf loss
- Recreation centers are warming/cooling and resilience centers without backup power
  - Ice rink will melt by hour 24 creating operational and financial impacts
  - Pool can be managed with chemicals by hand in a 24-hour event
  - Congregate meal service would not occur impacting vulnerable community
  - Gymnasiums are called upon for a resource by Red Cross in an event
- Special Events can be managed via generator or cancellation

# Network Availability

- Internet Connectivity
  - City Hall & LEAF have primary internet connections
    - We are working to create live redundancy between these sites
- Network connectivity
  - The rest of the sites connect to the Internet via several core sites
    - Should these sites lose power, a significant number of City facilities would lose Internet access
- Verizon
  - Our public safety vehicles are reliant on the Verizon network

# Sustainability

## Community Resilience Hub Activation

- The Murdoch Center will plan to activate as a community resource.
  - The Murdoch Center does **not** have back-up power, and so would activate only if they retain power.
  - The Sustainability team continues to seek funding opportunities for back-up power systems for all resilience hubs.

## Sustainability will:

- Coordinate with the Resilience Hubs.
- Coordinate volunteers, as needed and in conjunction with outside groups.
- Amplify messaging from Public Affairs.

# Public Messaging and Outreach

## Public Affairs

- The City will amplify messaging directly from APS on the purpose, scope, and duration of a PSPS
- Key City messages *may* include:
  - Water
    - Any impact to City water operations
    - Water conservation strategies as needed
    - Regional public messaging on water standpipes/ availability
  - Continued ability to fight fire
  - Availability of resilience hubs or other facilities
  - Amplifying visitor-focused messaging

# Discover Flagstaff

## Visitation and Economic Vitality

Communication has two tracks, both seek to understand leadership, community and business sentiment.

Track 1:  We are Open.

- Messaging approach is educational, working in tandem with Public Affairs
- Audience includes in-market visitors, locals and businesses
- Platforms:
  - Owned media including website and organic social, communicating through our  database with accommodations, restaurants/bars, and attractions
  - Earned media with local and regional print, digital and broadcast, influencers
  - Paid media could include local print, digital ads reaching non-local devices

# Discover Flagstaff

## Visitation and Economic Vitality

Communication has two tracks, both seek to understand leadership, community and business sentiment.

Track 2: We are open, but there is stress on the city

- Messaging is educational, working in tandem with Public Affairs, asks visitors to 'stay and play responsibly'
- Audience includes drive-market visitors(metro Phoenix), locals, businesses
- Platforms:
  - Owned media including website and organic social, communicating through our database with accommodations, restaurants/bars, and attractions
  - Earned media with local and regional print, digital and broadcast, influencers
  - Paid media could include digital ads in the drive-market

# Questions