AMENDED

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MAY 5, 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: Economic Development Week

STAFF RECOMMENDED ACTION:

Read and present the proclamation.

B. Proclamation: Ride Your Bike Week in Flagstaff

STAFF RECOMMENDED ACTION:

Read and Present the Proclamation.

C. Proclamation: Law Day

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

6. COUNCIL LIAISON REPORTS

7. APPOINTMENTS

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

A. Consideration of Appointments: Commission on Inclusion and Adaptive Living

STAFF RECOMMENDED ACTION:

1. Councilmember Garcia to make one appointment
2. Vice Mayor Sweet to make one appointment
3. Mayor Daggett to make one appointment
4. Councilmember Matthews to make one appointment
5. Councilmember Spence to make one appointment

8. LIQUOR LICENSE PUBLIC HEARINGS

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

STAFF RECOMMENDED ACTION:

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

The City Council has the option to:

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

A. Consideration and Action on Liquor License Application: Rosalita Wilson, "NAU Performing and Fine Arts" 1115 S. Knoles Dr., Series 05, (Government Liquor License), New License

STAFF RECOMMENDED ACTION:

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

9. CONSENT AGENDA

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

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

A. Consideration and Approval of Contract: Job Order Contract - Construction Contract with Kinney Construction, LLC for the Route 66 and Ponderosa Parkway Landscape Project ("Project") in the amount of $247,944.00.

STAFF RECOMMENDED ACTION:

1. Approve the Job Order Contract - Construction Contract with Kinney Construction, LLC ("Contractor") in the amount of $247,944.00 and a contract time of (60) calendar days; and
2. Approve a contract allowance of $18,595.80**,** which is 7.5% of the Construction Contract amount; and
3. Approve Change Order Authority to the City Manager in the amount of $24,794.40. (10% of the contract amount, less allowances); and
4. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Contract: Construction Contract with J. Banicki Construction, Inc. for the Highway 89 Smokerise Intersection Rebuild ("the Project") in the amount of $1,064,129.25.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with J. Banicki Construction, Inc. ("Contractor") in the amount of $1,064,129.25 with a contract duration of 300 calendar days;
2. Approve a contract allowance of $53,206.46, which is 5% of the lowest responsive bid;
3. Approve Administrative Change Order Authority to the City Manager in the amount of $106,412.92, which is 10% of the lowest responsive bid; and
4. Authorize the City Manager to execute the necessary documents.

C. Consideration and Approval of Contract: Consultant Services Contract with JE Fuller Hydrology & Geomorphology, Inc for On-Call ALERT Maintenance and Software Fees in an amount not to exceed $137,000.

STAFF RECOMMENDED ACTION:

1. Approve the Consultant Services Contract with JE Fuller Hydrology & Geomorphology, Inc. for On-Call ALERT Maintenance and Software Fees in an amount of $137,000; and
2. Authorize the City Manager to execute the necessary documents.

D. Consideration and Approval: Approve Confirming Change Order 02 with Kear Civil Corporation in the amount of $137,365.12 for the Lake Mary Water Treatment Plant, Meter and Vault Replacement Project.

STAFF RECOMMENDED ACTION:

1. Approve Confirming Change Order 02 with Kear Civil Corporation in the amount of $137,364.67 or the Lake Mary Water Treatment Plant, Meter and Vault Replacement Project; and
2. Authorize the City Manager to execute the necessary documents.

E. Consideration and Approval of Contract: Cooperative Purchase Contract with EnviroSystems Management, Inc. in the amount of $882,664.18 with grant funds to conduct environmental surveys required to implement wildfire risk reduction thinning and burn operations across priority United States Forest Service (USFS) lands.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with EnviroSystems Management, Inc. in the amount of $882,664.18 with grant funds to conduct environmental surveys required to implement wildfire risk reduction thinning and burn operations across priority USFS) lands; and
2. Authorize the City Manager to execute all necessary documents.

F. **Consideration and Approval of Contract:** Second Amendment to the Construction Manager at Risk (CMAR) Construction Phase Services Agreement with Eagle Mountain Construction, Inc. in an amount of $12,112,085.00 to add Phase 1 - GMP 3 for the Wildcat Interceptor Sewer Upsizing Project.

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment to the CMAR Construction Phase Services Agreement with Eagle Mountain Construction, Inc. (EMC) in an amount of $12,112,085.00 to add Phase 1 - GMP 3 for the Wildcat Interceptor Sewer Upsizing Project (Project); and
2. Approve an Owner's Contingency of $100,000, which is approximately 1% of Phase 1 - GMP 3; and
3. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** Approve the On-Call Service Request ("On-Call Request") under the On-Call Professional Services Contract with Water Works Engineers, LLC ("Firm") in the amount of $499,400.00, for the Rio de Flag Water Reclamation Facility Solids Improvement Design Project ("Project").

STAFF RECOMMENDED ACTION:

1. Approve the On-Call Request with Firm for the completion of the Project in the amount of $499,440.00; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Contract:** Approve the expenditure on a cooperative purchase with Corporate Technologies Solutions, LLC to increase the contract amount by $200,000.00, for a revised total not to exceed $500,000.00, for City-Wide Verkada Security and Protection Systems.

STAFF RECOMMENDED ACTION:

1. Approve the expenditure on a cooperative purchase with Corporate Technologies Solutions, LLC to increase the contract amount by $200,000.00, for a revised total not to exceed $500,000.00, for City-Wide Verkada Security and Protection Systems; and
2. Authorize the City Manager to execute the necessary documents.

10. ROUTINE ITEMS

A. **Consideration and Approval of a Memorandum of Understanding:** between the City of Flagstaff and the Indigenous Circle of Flagstaff (ICF) regarding the the Indigenous Community Cultural Center.

STAFF RECOMMENDED ACTION:

1. Approve the memorandum of understanding between the City of Flagstaff and ICF.
2. Authorize the City Manager to execute the necessary documents.

11. PUBLIC HEARING ITEMS

A. Consideration and Adoption of Resolution No. 2026-15 and Ordinance No. 2026-10: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk, entitled "PZ-26-00018 - Data Centers" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Staff Presentation
2. Public Comment
3. Close Public Hearing

12. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2026-19 and Ordinance No. 2026-11: a resolution declaring as a public record that certain document filed with the city clerk and entitled "2026 Short-Term Rental Code Updates; and an ordinance amending the Flagstaff City Code, Title 3 Business Regulations, but adopting by reference that certain document entitled "2026 Short Term Rental Code Updates"; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the May 5, 2026 Council Meeting:
1) Read Resolution No. 2026-19 by title only
2) City Clerk reads Resolution No. 2026-19 by title only (if approved above)
3) Read Ordinance No. 2026-11 by title only for the first time
4) City Clerk reads Ordinance No. 2026-11 by title only (if approved above)

At the May 19, 2026 Council Meeting:
5) Adopt Resolution No. 2026-19
6) Read Ordinance No. 2026-11 by title only for the final time
7) City Clerk reads Ordinance No. 2026-11 by title only (if approved above)
8) Adopt Ordinance No. 2026-11

B. Consideration and Approval: Use of the Council Initiative Fund

STAFF RECOMMENDED ACTION:

1. Consideration of the use of the Council Initiative Fund to make a contribution to the Flagstaff Literacy Center in the amount of $2,000.
2. Consideration of the use of the Council Initiative Fund for any other items Council may like to consider funding within the fiscal year.

13. DISCUSSION ITEMS

A. Public Safety Community Survey Results

Paul Bentz, Senior Vice President - Research and Strategy HighGround Inc., will present the Public Safety Community Survey results. This agenda item is for information purposes only.

14. OPEN CALL TO THE PUBLIC

15. ANNOUNCEMENTS AND UPDATES TO/FROM COUNCIL AND CITY MANAGER

16. 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: 04/30/2026

Meeting Date: 05/05/2026

TITLE:
Proclamation: Economic Development Week

STAFF RECOMMENDED ACTION:

Read and present the proclamation.

Executive Summary:
NA

Financial Impact:
NA

Policy Impact:
NA

Previous Council Decision or Community Discussion:
NA

Options and Alternatives to Recommended Action:
NA

Connection to PBB Priorities and Objectives:
NA

Connection to Regional Plan:
NA

Connection to Carbon Neutrality Plan:
NA

Connection to 10-Year Housing Plan:
NA

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, Economic Development Week is an opportunity to recognize and thank everyone and all businesses that Choose Flagstaff, the City of Innovation, to be their home; and

WHEREAS, Economic Development Week provides economic development professionals a platform to showcase to their community the contributions made to their local economy throughout the year.

WHEREAS, economic development practitioners work to create resilient communities with resilient economies; and

WHEREAS, the City of Flagstaff's Economic Development Program relies upon area partners as critical team members with whom support, trust, productivity and integrity are fostered every day; and

WHEREAS, the network of partners enhances the Flagstaff experience for all; and

WHEREAS, we proudly highlight the incentive programs and collaborative initiatives that reinvest in our community, support business growth, and create shared prosperity for residents and entrepreneurs alike; and

WHEREAS, together we celebrate a vibrant and resilient business community and look ahead with optimism and excitement for the future of Flagstaff's economic growth and innovation; and

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim May 4th-May 8th, 2026, as

Economic Development Week

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:
Proclamation: Ride Your Bike Week in Flagstaff

STAFF RECOMMENDED ACTION:

Read and Present the Proclamation.

Executive Summary:
N/A

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Connection to PBB Priorities and Objectives:
N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, bicycling represents one of the most environmentally responsible, clean, efficient, economic and healthy forms of transportation; and

WHEREAS, the City of Flagstaff and Flagstaff Biking Organization recognize the importance of a bicycle friendly community; and

WHEREAS, Ride Your Bike Week raises public awareness about the need to improve bicycle infrastructure in the community to encourage more people to commute by bicycle; and

WHEREAS, bicycling improves air quality, reduces greenhouse gas emissions, and supports Flagstaff's carbon neutrality goals; and

WHEREAS, bicycling enhances mobility and helps manage traffic congestion; and

WHEREAS, bicycling is an excellent low-impact, aerobic activity that improves health and reduces stress; and

WHEREAS, riding a bicycle helps all of us connect to our community and feel a sense of place.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim May 10-16, 2026, as,

Ride Your Bike Week in Flagstaff

Dated this 5th day of May 2026

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:
Proclamation: Law Day

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:
N.A

Financial Impact:
N.A

Policy Impact:
N.A

Previous Council Decision or Community Discussion:
N.A

Options and Alternatives to Recommended Action:
N.A

Connection to PBB Priorities and Objectives:
N.A

Connection to Regional Plan:
N.A

Connection to Carbon Neutrality Plan:
N.A

Connection to 10-Year Housing Plan:
N.A

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, the Declaration of Independence recognizes that all individuals possess fundamental rights, including life, liberty, and the pursuit of happiness; and

WHEREAS, the Rule of Law, as defined by the World Justice Project, refers to a system of self-government in which the government and all individuals are held accountable to a set of fair, publicized, and broadly understood laws that are evenly enforced; and

WHEREAS, the Rule of Law protects the rights necessary for each person to pursue their own happiness - their own vision of "the American Dream" - the belief that hard work can produce a better life; and

WHEREAS, today, as the Rule of Law and the American Dream face significant challenges, their enduring strength and vitality are enhanced by public education and understanding about our rights and responsibilities; and

WHEREAS, the American Dream of individual and national prosperity is both dependent upon and critical to political liberty and social equality; and

WHEREAS, the Rule of Law ensures that no single person or the government is above the law, and that all persons, regardless of their status, must be treated equally under the law, and that no one will be denied liberty or property without due process; and

WHEREAS, the Rule of Law promotes stability, certainty, and opportunity, enabling individuals, families, homeowners, workers, and businesses to pursue economic security and prosperity.

NOW, THEREFORE, I, Mayor Becky Daggett, Mayor of the City of Flagstaff, Arizona do hereby proclaim Thursday, May 7th, 2026, as

LAW DAY

We encourage everyone to consider ways to advance the Rule of Law and protect the rights, freedoms, and opportunities that ensure all persons in America have the ability to pursue and fulfill their American dreams throughout the year.

Dated this 5th day of May 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: 04/30/2026

Meeting Date: 05/05/2026

TITLE:
Consideration of Appointments: Commission on Inclusion and Adaptive Living

STAFF RECOMMENDED ACTION:

1. Councilmember Garcia to make one appointment
2. Vice Mayor Sweet to make one appointment
3. Mayor Daggett to make one appointment
4. Councilmember Matthews to make one appointment
5. Councilmember Spence to make one appointment

Executive Summary:
The Commission on Inclusion and Adaptive Living consists of seven citizens serving three-year terms. The commission's goals are to expand educational opportunities; improve access to housing, buildings, and transportation; have greater participation in recreational, social, and cultural activities; encourage greater opportunity for employment; and expand and strengthen rehabilitative programs and facilities.

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 seven (7) applications on file for consideration by the Council, they are as follows:

- James Martinez (new applicant)
- Ashanay Earl (new applicant)
- Danielle Miles (new applicant)
- Caitlin Peterson (new applicant)
- Russell Randall (current Commissioner)
- Keith Becker (current Commissioner)
- Paige Filipek (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENTS: Councilmember Garica, Vice Mayor Sweet, Mayor Daggett, Councilmember Matthews, and Councilmember Spence

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

Policy Impact:
Not applicable.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Appoint five Commissioners: By appointing members at this time, the Commission on Inclusion and Adaptive Living will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Authority Papers

CHAPTER 2-18
COMMISSION ON INCLUSION AND ADAPTIVE LIVING

SECTIONS:

2-18-001-0001 COMMISSION ESTABLISHED, DUTIES
2-18-001-0002 MEMBERS AND TERMS:
2-18-001-0003 ORGANIZATION:

2-18-001-0001 COMMISSION ESTABLISHED, DUTIES:

There is hereby established the Commission on Inclusion and Adaptive Living. It shall be the Commission's duty to advise the City Council on all issues affecting the City of Flagstaff in relation to individuals with disabilities and shall include, but not be limited to:

A. Review of City compliance with the Americans with Disabilities Act and the Arizonans with Disabilities Act.

B. Review of City programs, activities, services and procedures to ensure all citizens are afforded equitable access to same and to collaborate with other city commissions.

C. Develop and transmit recommendations to the City Council to assist the City Council in developing policies to respond to the concerns and needs of those with adaptive-living challenges.

D. Provide a public forum for identifying and discussing issues of interest in support of individuals who have disabilities, and act as an information and referral group to assist individuals, organizations, and employers in efforts to aid members of the community to optimize independence and inclusion.

E. Provide recognition for those in the community who further the goals of disability awareness and inclusion.

(Ord. No. 1780, Enacted, 11/17/92; Ord. 2018-33, Amended, 9/18/2018)

2-18-001-0002 MEMBERS AND TERMS:

The Commission shall consist of seven (7) members who shall be appointed by the City Council based upon the recommendations of the Committee/Commission. The Commission and the City Council will make every effort to recruit and appoint those individuals most directly involved and concerned with the obligations of the Americans with

Disabilities Act. Commission members shall serve staggered, three (3) year terms.

In the event a member's term expires, that member shall continue to serve until reappointed or replaced by the City Council. (Ord. 1780, Enacted, 11/17/1992; Ord. 1833, Amended, 05/03/1994; Ord. 2007-31, Amended 07/23/2007; Ord. 2014-28, Amended, 11/18/2014)

2-18-001-0003 ORGANIZATION:

A Chairperson and other Commission officers shall be selected by a majority vote of those members present at a meeting called for that purpose for a term of one (1) year. The Commission shall meet 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 of procedure shall be established by the members so long as said rules are consistent with State law, the City Charter, the Board and Commission Members' Rules and Operations Manual, and the ordinance codified in this section.

A Commission member who is absent from three (3) consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission. (Ord. 1780, Enacted, 11/17/1992; Ord. 2007-37, Amended 07/24/2007; Ord. 2014-28, Amended, 11/18/2014)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Action on Liquor License Application: Rosalita Wilson, "NAU Performing and Fine Arts" 1115 S. Knoles Dr., Series 05, (Government Liquor License), New License

STAFF RECOMMENDED ACTION:

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 5 license allows for a government agency to sell and serve spirituous liquor solely for consumption on the premises. If approved, the NAU Performing and Fine Arts will be the one of 10 active series 05 license in Flagstaff.

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

The application was properly posted on April 14, 2026 and the Police Department and the Planning and Development Services division have reviewed the application and provided their respective reports No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to Recommended Action:

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

Connection to PBB Priorities and Objectives:

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

Connection to Regional Plan:
not applicable

Connection to Carbon Neutrality Plan:
not applicable

Connection to 10-Year Housing Plan:
not applicable

Attachments:
Letter to Applicant
Hearing Procedures
PD Memo
Code Memo
Series 05 Description
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

4/22/2026

Rosalita Wilson
1050 S. Knoles Bldg 30 Rm 209
Flagstaff, AZ 86011
Rosalita.wilson@sodexo.com

Dear Ms. Wilson,

Your application for a Series 005 (Government) Liquor License for NAU Performing and Fine Arts at 1115 S. Knoles Dr. Flagstaff, AZ was posted on April 14, 2026. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **May 5, 2026, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on May 4, 2026, and the application may be removed from the premises at that time.

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

Sincerely,

Georganna Staskey
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

3. Should you wish to address Council about your application you are allotted time to do so after the staff presentation. You are not required to speak but we want to make you aware of the opportunity. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

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

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

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

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

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

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

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-015

TO: **Georganna Staskey**

FROM: **Detective Wotasik #612**

DATE: **April 22nd, 2026**

RE: **New Application for a Series 05 (Government) liquor license from Rosalita Wilson on behalf of NAU Performing Arts located at 1115 S Knoles Dr.**

On March 25th, 2026, I initiated an investigation into new application (384706) for a Series 005 (Government) liquor license from Rosalita Wilson (Agent) on NAU Performing Arts located at 1115 S Knoles Dr.

I conducted a query through local systems on the above name. I discovered no derogatory records. I conducted a search for current or historical liquor violations and found none.

I found evidence that the applicants have taken the mandatory liquor license training.

Planning and Development Services Memorandum

To: Georganna Staskey, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: April 22, 2026

Re: Application for Liquor License #384706
1115 S Knoles Dr., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-19-001B
Rosalita Wilson on behalf of NAU Performing & Fine Arts

This application is a request for a new Series 5 Government liquor license by Rosalita Wilson on behalf of NAU Performing & Fine Arts. This business is located within the Public Facilities district. This district does allow for this use.

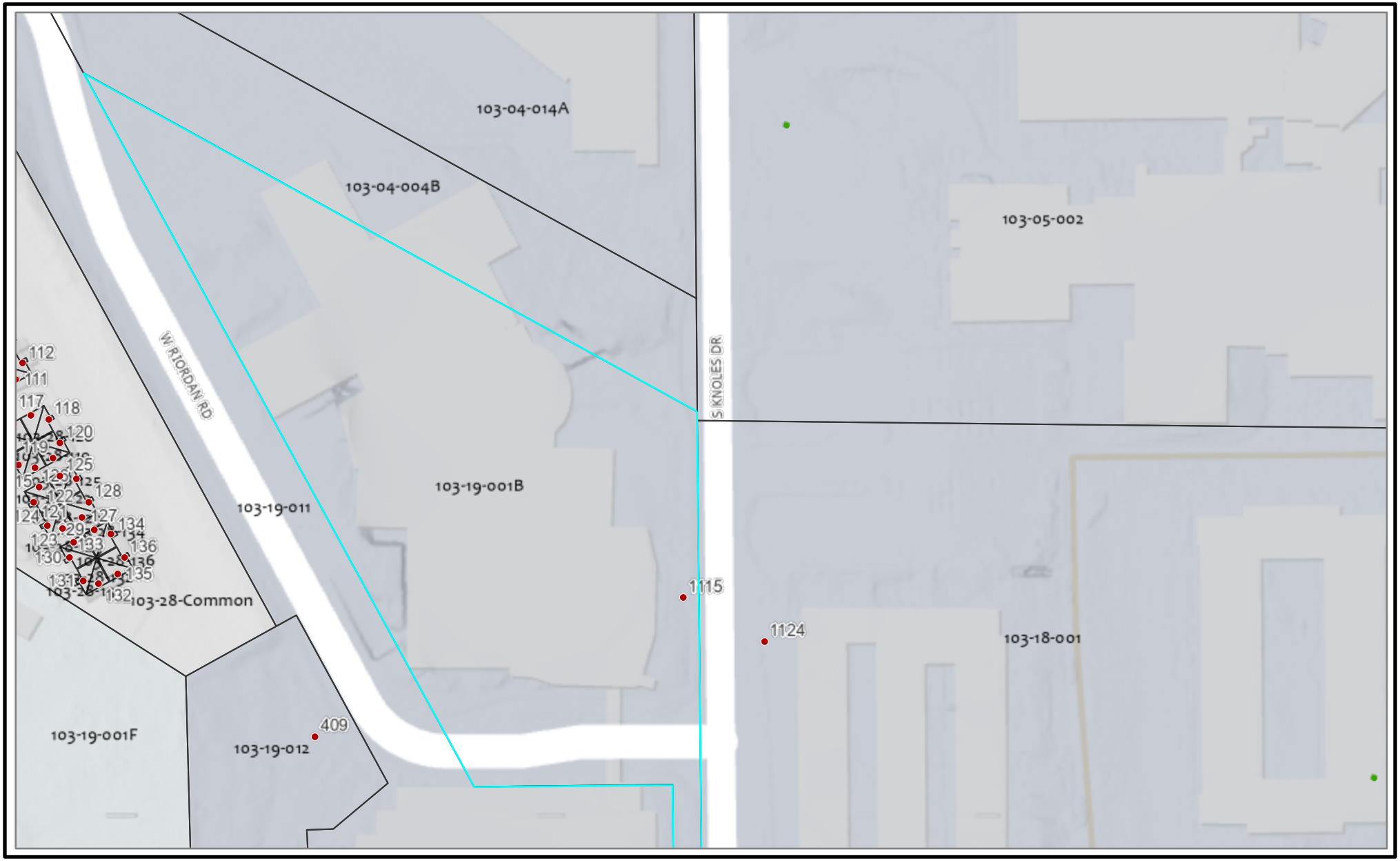
There are no active Zoning Code violations associated with the applicant or the property at this time.

License Type: Series 5 Government

Non-transferable
On-sale retail privileges

PURPOSE:
Allows the holder of a government license to sell and serve spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town, state university or the Arizona Coliseum and exposition centerboard whose governing body has authorized its use. A separate license is required for each premise upon which spirituous liquor is served. The application must designate, for each location, a manager or other individual responsible for administering the license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar. An Employee Log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.



1115 S. Knoles Dr

0 0.01 0.03 0.05 0.08 0.1

mi

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

4/22/2026 9:00 AM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Nixon, Engineering Project Manager

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval of Contract: Job Order Contract - Construction Contract with Kinney Construction, LLC for the Route 66 and Ponderosa Parkway Landscape Project ("Project") in the amount of $247,944.00.

STAFF RECOMMENDED ACTION:

1. Approve the Job Order Contract - Construction Contract with Kinney Construction, LLC ("Contractor") in the amount of $247,944.00 and a contract time of (60) calendar days; and
2. Approve a contract allowance of $18,595.80**,** which is 7.5% of the Construction Contract amount; and
3. Approve Change Order Authority to the City Manager in the amount of $24,794.40. (10% of the contract amount, less allowances); and
4. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Job Order Contract - Construction Contract award in the amount of $247,944.00 to the Contractor is proposed to complete the Project which seeks to beautify the southwest and southeast corners of Route 66 at the Ponderosa Parkway intersection. The Project generally consists of removals, landscaping, hardscape, FUTS fencing, FUTS Route 66 signage and a reclaimed water irrigation system. The Project is located on City of Flagstaff property with a portion of work in the Arizona Department of Transportation ("ADOT") right-of-way on Route 66.

The Project is currently at the 95% design stage. Approval of the Job Order Contract - Construction Contract will allow the Contractor to place orders for long lead items such as Route 66 signage and planting materials.

Financial Impact:

The Project construction is funded by the Bed, Board, Beverage Funds-Beautification from the FY2025-26 budget amount of $655,227. The account number for the Project is 051-07-212-3608-5-4433. There is no grant funding associated with the construction.

Policy Impact:

An award of this Job Order Contract - Construction Contract supports the goals of the Beatification, Arts and Sciences program, specifically the Beautification Program that utilizes Bed, Board and Beverage (BBB) Tax revenues efficiently and effectively to create, enhance, and preserve the sense of place, the built and natural environment, of Flagstaff. Working with community groups and the Beautification and Public Art Commission, this program generates enhancement projects such as streetscapes; landscaping, including community gardens; enhanced traffic and transportation features; and other small and large community projects that provide community planning and aesthetics consistent with the high standards defined by Flagstaff's public policy.

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

1. Approve the Construction Contract award as recommended.
2. Reject the Construction Contract award. This action would delay the Project. If rejection occurs, possible options include:
   a. Re-advertise the Project at a later date; or
   b. Suspend or cancel the Project.

Background and History:
The Project was selected to enhance the beauty along historic Route 66 as well as the existing section of the Flagstaff Urban Trail System (FUTS). Through a competitive bid process in the Job Order Contracting discipline for horizontal construction, Kinney Construction, LLC was deemed the lowest responsive responsible bidder.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: **Ensure the built environment is safe through the use of consistent standards as well as best practices for building and land use.**

Environmental Stewardship: Promote, protect, and enhance a healthy, sustainable environment and its natural resources

Livable Community:
- Provide amenities and activities that support a healthy lifestyle
- Create a welcoming community through partnerships, resilient neighborhoods

Robust and Resilient Economy:
- Support and strengthen a robust, diverse, and sustainable economy
- Enhance relationships between the development community, the City, and Flagstaff residents

Connection to Regional Plan:
Flagstaff Regional Land Use Plan 2045

Goal CC.5. Support and promote art, science, and education resources for all to experience.
Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.
- *Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.*
- *Policy LU.1.2. Develop reinvestment plans with neighborhood input, identifying the center, mix of uses, connectivity patterns, public spaces, and appropriate spaces for people to live, work, and play.*

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Goal LU.11. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all.

Connection to Carbon Neutrality Plan:
Carbon Neutrality Plan: This Project has negligible impact on Flagstaff's Carbon Neutrality plan; however, it is part of an overall urban greening and tree program that sequesters carbon.

Connection to 10-Year Housing Plan:
NA

Connection to Division Specific Plan:
N/A

Attachments: Kinney JOC - Construction Contract
Vicinity Map
Context Map
Allowance Justification Form

JOB ORDER CONSTRUCTION CONTRACT
#2026-202
(Under Job Order Services Master Contract 2020-100)

City of Flagstaff, Arizona
and
Kinney Construction, LLC

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 **Kinney Construction, LLC**, 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 **Route 66 and Ponderosa Landscaping Project #2026-202** ("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 & Plans)	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 **two hundred forty-seven thousand nine hundred forty-four dollars and zero cents ($247,944.00)** 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 **forty (40) 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, LLC.
121 E. Birch Ave., Ste. 500
Flagstaff, AZ 86001
mt@kinneyconstruction.net

With a Copy to:
David Nixon
Project Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
David.Nixon@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	**Kinney Construction Services, LLC.**
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: Route 66 and Ponderosa Landscaping Project
PROJECT NUMBER: #2026-202

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: Route 66 and Ponderosa Landscaping Project
PROJECT NUMBER: #2026-202

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

KINNEY

121 E. Birch Suite 500
Flagstaff, AZ 86001
TEL: (928) 779-2820
FAX:(928) 773-4696

To: Dave Nixon
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Friday, April 3, 2026

Re: **COF - Route 66 and Ponderosa Landscaping Project- Proposal**

Mr. Nixon,
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:
  - Drawings by WLB for Route 66 and Ponderosa Parkway Landscaping Plans, sheets L1.0-L1.3, and L2.0-L3.0 with engineer stamp date of 2-24-26
  - JOC bid request (2 sheets) dated 3-13-26, revised bid schedule, record drawing checklist, COF Addendum to MAG
  - RFI with clarifications emailed 3-19-26.

(See Attached Bid Schedule)

Qualifications and Assumptions:

1. A schedule with durations is attached. Schedule is dependent upon contract issuance, permits, and NTP.
2. Per discussions and RFI clarification received 3-19, it is understood that costs for BNSF requirements are not applicable and are excluded, since the project is not within BNSF right of way. The following potential BNSF costs are excluded: permit coordination, railroad insurance, BNSF safety training, background check fees, or other BNSF requirements.
   Bid schedule line item 5 for removal and disposal of railroad ties and rock debris includes removals outside of BNSF right of way only. Proposal includes staking of BNSF right of way, removal of railroad ties, and removal of the dirt pile to the BNSF right of way line (this may be a vertical cut at the embankment pile.)
3. Bid item 8 on bid schedule includes removal of the juniper shrubs East of Ponderosa (attached pic) and removal of ground cover vegetation East side of Ponderosa in front of the fence and between the the sidewalk (attached pic). It is understood that all other existing ground cover vegetation on the project remains and does not require removal as per site visit discussion.
   Proposal includes removal, stockpile, and re-spreading of the existing black cinders on the East side of Pondersosa.
4. Due to limited inventory and the seasonality of plant material and seed, plant and seed substitutions may be required.

Exclusions:

1. Franchise utility fees, engineer of record fees, third party testing costs
2. Unsuitable soils remediation, rock excavation if required (not anticipated)
3. Weed fabric if required under replaced black cinders (understood not required)
4. Costs relating to BNSF requirements if required
5. Post installation maintenance or temporary watering, guarantee of seed germination

Thank you for the opportunity to provide you with our services.

Respectfully,

Travis Moore

Travis Moore
Tel: (928) 779-2820 Fax: (928) 773-4696 Cell: (928) 853-3551
tm@kinneyconstruction.net

schedule sums correct dn 4.7.26

CITY OF FLAGSTAFF

ROUTE 66 AND PONDEROSA PARKWAY LANDSCAPING
SE AND SW CORNERS OF ROUTE 66 AND PONDEROSA PARKWAY
LANDSCAPE IMPROVEMENTS
3/12/2026

BID SCHEDULE

Item No.	KEYNOTE	DESCRIPTION	APPX. QTY.	UNIT	UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	AMOUNT BID IN FIGURES
		MISCELLANEOUS					
1	0	MOBILIZATION / DEMOBILIZATION (10% OF SUBTOTAL)	1	LS	Forty thousand, four hundred fifteen dollars and no cents	$40,415.00	$40,415.00
2	0	TRAFFIC CONTROL (3% OF SUBTOTAL)	1	LS	Twenty five thousand, four hundred seventy two dollars and seventy five cents	$25,472.75	$25,472.75
3	0	AS-BUILT RECORD DRAWINGS	1	LS	Three thousand, six hundred seventy two dollars and no cents	$3,672.00	$3,672.00
4	0	0	0	0			
		REMOVALS/ADJUSTMENTS					
5	0	REMOVE AND DISPOSE OF RAILROAD TIES AND ROCK DEBRIS	1	LS	Three thousand, six hundred eight dollars and no cents	$3,608.00	$3,608.00
6	0	REMOVE AND DISPOSE OF FLAGSTONE SEAT WALL	21	LF	Ninety one dollars and no cents	$91.00	$1,911.00
7	0	REMOVE AND DISPOSE OF DEAD TREES	3	EA	Six hundred seventy nine dollars and no cents	$679.00	$2,037.00
8	0	REMOVE AND DISPOSE OF JUNIPER SHRUBS AND GROUNDCOVER	1	LS	Two thousand, six hundred thirty seven dollars and no cents	$2,637.00	$2,637.00
9	0	REMOVE AND STOCKPILE EXIST. BLACK CINDERS AT NEW BERM AREA	3,125	SF	Fifty cents	$0.50	$1,562.50
10	0	REMOVE ANY VISIBLE NON-FUNCTIONING IRRIGATION DRIP EMITTER TUBING	1	LS	One thousand, eight hundred ninety one dollars and no cents	$1,891.00	$1,891.00
11	0	0	0	0			
		SITE CONSTRUCTION - LANDSCAPE					
12	0	NEW 2" CAL. DECIDUOUS TREE	21	EA	Five hundred fifty nine dollars and no cents	$559.00	$11,739.00
13	0	NEW 15 GAL. DECIDUOUS TREE	12	EA	Two hundred seventy two dollars and no cents	$272.00	$3,264.00
14	0	NEW 5 GAL. SHRUB	336	EA	Forty eight dollars and no cents	$48.00	$16,128.00
15	0	NEW 3 GAL. SHRUB	13	EA	Sixty three dollars and no cents	$63.00	$819.00
16	0	NEW 1 GAL. GRASSES / ACCENT	119	EA	Twenty two dollars and no cents	$22.00	$2,618.00
17	0	NEW 3 GAL. GRASSES / ACCENT	81	EA	Forty eight dollars and no cents	$48.00	$3,888.00
18	0	NEW 5 GAL. GRASSES / ACCENT	51	EA	Sixty eight dollars and no cents	$68.00	$3,468.00
19	0	NEW 4" POT PERENNIALS / POLLINATORS	220	EA	Twenty six dollars and no cents	$26.00	$5,720.00
20	0	NEW BASALT BOULDERS - VARIOUS SIZES	53	EA	One hundred sixty six dollars and no cents	$166.00	$8,798.00
21	0	NEW PLANT QUALITY FILL DIRT FOR BIRM & REMOVED SEAT WALL AREA	100	CY	One hundred seven dollars and no cents	$107.00	$10,700.00

CITY OF FLAGSTAFF

ROUTE 66 AND PONDEROSA PARKWAY LANDSCAPING
SE AND SW CORNERS OF ROUTE 66 AND PONDEROSA PARKWAY
LANDSCAPE IMPROVEMENTS
3/12/2026

BID SCHEDULE

Item No.	KEYNOTE	DESCRIPTION	APPX. QTY.	UNIT	UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	AMOUNT BID IN FIGURES
22	0	NEW PREP-FINISH GRADING FOR BERM AND DISTURBED AREAS	1	LS	Twenty six thousand, seven hundred seventy five dollars and no cents	$26,775.00	$26,775.00
23	0	NEW HYDROSEED NATIVE SEED MIX	8,000	SF	Thirty five cents	$0.35	$2,800.00
24	0	NEW SEED BED PREP. FOR HYDROSEED AREA	8,000	SF	One dollar and twelve cents	$1.12	$8,960.00
25	0	REDISTRIBUTION OF STOCKPILED BLACK CINDERS AT NEW BERM	3,125	SF	Seventy five cents	$0.75	$2,343.75
26	0	NEW FUTS RAIL	50	LF	One hundred five dollars and no cents	$105.00	$5,250.00
27	0	NEW STEEL ROUTE 66 SIGNS MOUNSTED TO FUTS RAIL	5	EA	Three hundred six dollars and no cents	$306.00	$1,530.00
28	0	NEW IRRIGATION	1	LS	Forty two thousand, five hundred seven dollars and no cents	$42,507.00	$42,507.00
29	0	BORE UNDER FUTS TRAIL AND ADD 2.5" SLEEVES FOR IRRIGATION LINE	2	LS	Three thousand, seven hundred fifteen dollars and no cents	$3,715.00	$7,430.00
30	0	0	0	0			

Two hundred forty seven thousand, nine hundred forty four dollars and no cents — TOTAL BASE BID (IN WORDS)

$247,944.00 — TOTAL BASE BID (IN FIGURES)

ADDITIVE ALTERNATIVES *(NOT IN SPECIFIC ORDER OF ADDITIVE. ADDITIVE(S) DETERMINED FOLLOWING BID SELECTION)*

ADDITIVE ALTERNATE. #1

31	0	SAWCUT AND REMOVE FUTS SECTIONS TO ADD IRRIGATION SLEEVES	2	LS	One thousand, one dollar and no cents	$1,001.00	$2,002.00
32	0	POUR NEW CONCRETE TO REPAIR FUTS SECTIONS	2	LS	Three thousand, three hundred seventy five dollars and no cents	$3,375.00	$6,750.00
33	0	0	0	0			

Eight thousand, seven hundred fifty two dollars and no cents — TOTAL ADDITIVE ALTERNATE #1 (IN WORDS)

$8,752.00 — TOTAL ADDITIVE ALTERNATE #1 (IN FIGURES)

Kinney Construction, LLC.

COF - Rt. 66 and Ponderosa Landscaping Project	May 2026				June 2026					July 2026					
	W-1	W-2	W-3	W-4	W-1	W-2	W-3	W-4	W-5	W-1	W-2	W-3	W-4	W-5	
Mobilization June 8															
Construction, completion July 17															

Kinney Construction, LLC.

CITY OF FLAGSTAFF

ROUTE 66 AND PONDEROSA PARKWAY

LANDSCAPE PLANS

SHEET INDEX

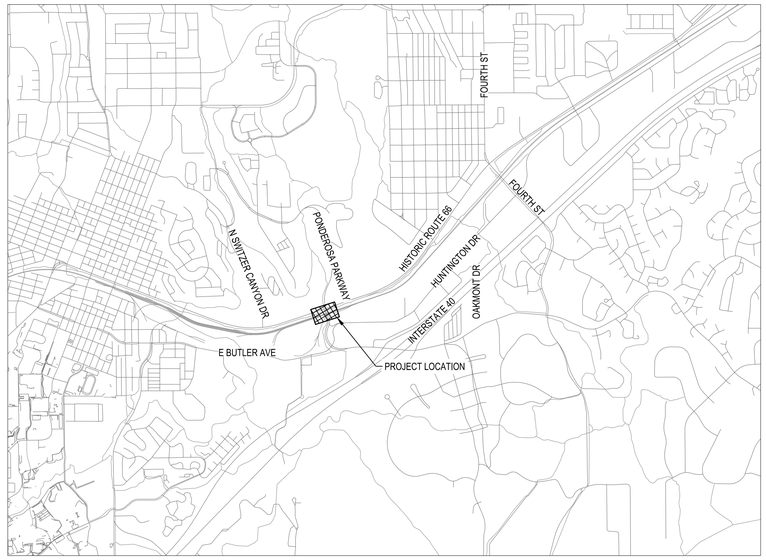
COVER SHEET	L1.0	1
NOTES	L1.1	2
LANDSCAPE PLAN	L1.2	3
FENCE DETAILS	L1.3	4
IRRIGATION PLAN	L2.0	5
LANDSCAPE DETAILS	L3.0	6

EARTHWORK

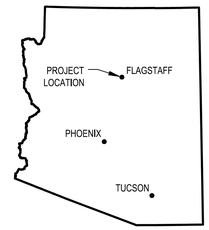
ALL EARTHWORK AND SITE PREPARATION SHALL BE DONE IN ACCORDANCE WITH MAG STANDARD SPECIFICATIONS AND THE CITY OF FLAGSTAFF'S REVISIONS TO MAG STANDARD SPECIFICATIONS. ALL EARTHWORK IS CONSIDERED "UNCLASSIFIED" AND CONSIDERED INCIDENTAL TO THE ITEM BEING BUILT. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR ROCK EXCAVATION.

UTILITY CONFLICT NOTE

EXISTING UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION AND FOUND UTILITY APPURTENANCES. SOME LINES SHOWN ARE SCHEMATIC. CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL UTILITY LINE LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR IS TO NOTIFY OWNER AND ENGINEER IMMEDIATELY IF CONFLICTS ARISE.



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

CONCEPT APPROVAL NOTE:
THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS OR OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY OF FLAGSTAFF APPROVALS

WATER SERVICES DIRECTOR	DATE
CITY ENGINEER	DATE
PUBLIC WORKS DIRECTOR	DATE

ADOT APPROVALS

ARIZONA DEPARTMENT OF TRANSPORTATION	DATE

UTILITY ACKNOWLEDGEMENTS

JONATHAN DUFEK	3/30/26
ARIZONA PUBLIC SERVICE	DATE
MARTIN CONBOY	3/03/26
UNISOURCE ENERGY SERVICES	DATE
DEVAN HAKKAL	4/16/26
LUMEN/TERRA TECHNOLOGIES	DATE
JASON QUINLAN	3/31/26
OPTIMUM COMMUNICATIONS	DATE

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPERTY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING EASEMENT
- FO — EXISTING FIBER OPTIC LINE
- o — EXISTING FENCE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- UGE — EXISTING UNDERGROUND ELECTRIC
- T — EXISTING TELECOM LINE
- EXISTING STORMDRAIN
- OHE — EXISTING OVERHEAD ELECTRIC
- EXISTING ELECTRIC PEDESTAL
- EXISTING POWER POLE
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- EXISTING SEWER MANHOLE
- GRADING LIMITS
- PROPOSED ROCK WALL

PROJECT OWNER:

CITY OF FLAGSTAFF
211 WEST ASPEN AVENUE
FLAGSTAFF, AZ. 86001
928-213-2706

PROJECT LANDSCAPE ARCHITECT:

THE WLB GROUP INC.
403 N WC RILES ST, SUITE 1
FLAGSTAFF, ARIZONA 86001
(928) 779-1500

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

NO:	DATE:	ITEM:
		REVISIONS

ENGINEERING • PLANNING • SURVEYING
LANDSCAPE ARCHITECTURE • URBAN DESIGN
OFFICE LOCATIONS:
TUCSON, PHOENIX, FLAGSTAFF, & LAS VEGAS, NV
403 N WC RILES ST, SUITE 1, FLAGSTAFF, AZ 86001
PH:(928) 779-1500

The WLB Group, an LJA company

CITY OF FLAGSTAFF
ROUTE 66 & PONDEROSA PKWY
COVER SHEET

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 4/16/26
ARIZONA, U.S.A.

DESIGNED BY:	SCP
DRAWN BY:	SCP
CHECK BY:	DB
DATE:	APRIL 2026

PROJECT NO.
325007A001

SHEET
L1.0

CITY OF FLAGSTAFF CONSTRUCTION PLAN NOTES

GENERAL CONDITIONS

THE WORK SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITION(S) OF THE FOLLOWING SPECIFICATIONS AND THESE PLANS.

CITY OF FLAGSTAFF ENGINEERING DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS
M.A.G. UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
M.A.G. UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION.
A.D.H.S. (A.D.E.Q.) ENGINEERING BULLETINS NO. 8 AND 10 (WATER SYSTEMS).
ARIZONA ADMINISTRATIVE CODES.
A.W.W.A. STANDARDS.
M.U.T.C.D. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
ARIZONA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DRAWINGS.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE ABOVE STANDARDS, SPECIFICATIONS AND DETAILS, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS WHICH MAY BE NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS. SHOULD A CONFLICT ARISE BETWEEN THE PLANS, SPECIAL PROVISIONS, OR ABOVE STANDARDS, THE ORDER OF PRECEDENCE SHALL BE THE PLANS, SPECIAL PROVISIONS, AND THEN THE ABOVE STANDARD REFERENCES IN ABOVE ORDER.

ALL QUANTITIES SHOWN ARE APPROXIMATE AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THEY DO NOT NECESSARILY CORRESPOND TO BID SCHEDULE ITEMS. PAYMENT WILL BE BASED ON BID SCHEDULE ITEMS. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING WORK QUANTITIES PRIOR TO BIDDING.

UNDERGROUND UTILITY LOCATIONS, AS SHOWN ON THESE PLANS, WERE DETERMINED FROM FIELD MEASUREMENTS, CONSTRUCTION PLANS, RECORD PLANS, OR UTILITY MAPS FURNISHED BY OTHERS. LOCATIONS OF UNDERGROUND UTILITIES ARE TO BE REGARDED AS APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH IN THE FIELD THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES WHICH MAY IN ANY WAY AFFECT THE WORK AND TO FOLLOW ALL ARIZONA BLUESTAKE REGULATIONS.

THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR MAKING COMPLETE AND ACCURATE ON-SITE DETERMINATIONS OF THE LOCATIONS OF ALL UTILITIES, STRUCTURES AND FIELD CONDITIONS, WHICH MAY AFFECT THE PROGRESS OF THE WORK.

WHERE PLANS CALL FOR CONNECTING NEW STRUCTURES TO EXISTING UNDERGROUND PIPES OR STRUCTURES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE, AT THE TIME OF CONSTRUCTION, EXACT SIZES, TYPES AND LOCATIONS OF EXISTING UNDERGROUND IMPROVEMENTS AND TO FURNISH MATERIALS AS NEEDED TO MAKE THE REQUIRED CONNECTIONS.

WHERE THE LOCATION OF EXISTING STRUCTURES ARE INDICATED ON THE PLANS, INDICATED LOCATIONS ARE APPROXIMATE ONLY.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING WHAT PERMITS WILL BE REQUIRED FOR THE WORK AND FOR OBTAINING ALL PERMITS REQUIRED. PERMIT FEES WILL BE PAID BY THE CITY, CONTRACTOR TO COORDINATE WITH CITY PROJECT MANAGER FOR PERMIT FEES.

THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. "BLUE STAKE" NUMBER IS 1-800-STAKE-IT. CONTRACTOR SHALL ALLOW TWO WORKING DAYS AFTER "BLUE STAKE" IS NOTIFIED, BEFORE COMMENCING ANY EXCAVATION WORK IN THE PROXIMITY OF BURIED UTILITIES.

RIGHT-OF-WAY AND TRAFFIC CONTROL

THE CONTRACTOR SHALL PROVIDE ANY NECESSARY TRAFFIC CONTROL DEVICES REQUIRED FOR THE CONTROL OF VEHICLE AND PEDESTRIAN TRAFFIC AFFECTED BY THE CONSTRUCTION. ALL TRAFFIC CONTROL PLANS MUST BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE PRIOR TO IMPLEMENTATION.

DRAINAGE

ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND/OR OTHER STORMWATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY THE CONTRACTOR'S OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION/SEDIMENT CONTROL FOR THE CONSTRUCTION AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR PROPERTY OWNER.

EROSION CONTROL

ALL DISTURBED AREAS SHALL HAVE EROSION CONTROL IN COMPLIANCE WITH THE PROJECT SWPPP PLAN. SEEDING SHALL COMPLY WITH COF ENGINEERING STANDARDS SECTION 13-17 AND PROJECT LANDSCAPE PLANS.

EARTHWORK

ALL EARTHWORK AND SITE PREPARATION SHALL BE DONE IN ACCORDANCE WITH MAG STANDARD SPECIFICATIONS AND THE CITY OF FLAGSTAFF'S RECISIONS TO MAG STANDARD SPECIFICATIONS. ALL EARTHWORK IS CONSIDERED "UNCLASSIFIED AND CONSIDERED INCIDENTAL TO THE ITEM BEING BUILT. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR ROCK EXCAVATION.

WATER AND SEWER NOTES

GENERAL: ALL DESIGN, CONSTRUCTION, TESTING AND INSPECTION SHALL CONFORM TO THE ADEQ REQUIREMENTS: WATER DISTRIBUTION IN ACCORDANCE WITH BULLETINS 10 AND 8, AND SEWER COLLECTION IN ACCORDANCE WITH AAC TITLE 18. IN THE EVENT THE ADEQ REQUIREMENTS CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

A. ROUGH GRADING SHALL BE COMPLETED WITHIN ONE-TENTH ($\frac{1}{10}$) OF A FOOT OF PLAN GRADE AND APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVES PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.
B. NO TRENCH SHALL BE FILLED WITH BEDDING MATERIAL OR BACKFILL UNTIL THE EXCAVATION AND PIPE LAYING, RESPECTIVELY, HAVE BEEN APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVE.
C. A WATER PRESSURE TEST IS REQUIRED OF ALL WATER LINES AND A HYDROSTATIC OR AIR TEST IS REQUIRED OF ALL SEWER LINES AND MANHOLES. TESTS ARE TO BE CONDUCTED AFTER BACKFILLING IS COMPLETE AND COMPACTED ON ALL PUBLIC AND/OR PRIVATE UNDERGROUND UTILITIES.
D. WATER AND SEWER SERVICE LINES ARE TO BE MARKED AS SHOWN ON THE STANDARD SERVICE DETAILS.
E. WATER LINE DISINFECTION IS TO BE ACCOMPLISHED AS OUTLINED IN ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) "BULLETIN NO. 8."
F. WATER PIPE CLASSIFICATION SHALL BE CLASS 305 FOR A.W.W.A. C-900 PVC AND CLASS 350 FOR DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. C-900 SHALL CONFORM TO CAST-IRON-EQUIVALENT OUTSIDE DIAMETER AND HAVE ELASTROMERIC GASKETS AND COUPLINGS. ALL DUCTILE IRON PIPE LINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS.
G. ALL MATERIALS THAT COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF STANDARD 61 INCLUDING, BUT NOT LIMITED TO, GASKETS, LUBRICANTS, PIPE FITTINGS, AND VALVES (NSF-PW SAL) (R18-4-119B).
H. ALL PUBLIC SANITARY SEWER LINES AND PRIVATE SEWER SERVICE LINES WITHIN A PUBLIC UTILITY EASEMENT OR RIGHT-OF-WAY WILL BE INSPECTED PRIOR TO ACCEPTANCE BY THE CITY.
I. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED PERPENDICULARLY FROM THE OUTSIDE OF THE SEWER MAIN TO THE OUTSIDE OF THE WATER MAIN. SEPARATION REQUIREMENTS ARE AS FOLLOWS:
   1. A WATER MAIN SHALL NOT BE PLACED:
      a. WITHIN SIX (6) FEET, HORIZONTAL DISTANCE, AND LESS THAN TWO (2) FEET, VERTICAL DISTANCE, ABOVE THE TOP OF A SEWER MAIN UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH SLIP-JOINT DUCTILE IRON PIPE IF JOINT RESTRAINT IS PROVIDED. ALTERNATE EXTRA PROTECTION SHALL CONSIST OF ENCASING BOTH THE WATER AND SEWER MAINS IN AT LEAST SIX (6) INCHES OF CONCRETE FOR AT LEAST TEN (10) FEET BEYOND THE AREA COVERED BY THIS SUBSECTION.
      b. WITHIN TWO (2) FEET HORIZONTALLY AND TWO (2) FEET BELOW THE SEWER MAIN. WHEN A WATER MAIN IS PLACED BELOW A SEWER MAIN, EXTRA PROTECTION IS ALWAYS REQUIRED REGARDLESS OF THE VERTICAL SEPARATION.
   2. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND MANHOLES SHALL BE SIX (6) FEET, MEASURED FROM THE CENTER OF THE MANHOLE.
   3. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SEWERS AND WATER MAINS SHALL BE TWO (2) FEET VERTICALLY AND SIX (6) FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN SIX (6) FEET BELOW A WATER LINE, THE SEWER MAINS SHALL BE ENCASED IN AT LEAST SIX (6) INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR TEN FEET ON EITHER SIDE OF THE WATER MAIN.
   4. EVEN WHEN EXTRA PROTECTION IS UTILIZED, THE MINIMUM CLEARANCE BETWEEN WATER AND SEWER SHALL BE ONE (1) FOOT.
   5. THE SEPARATION REQUIREMENTS DO NOT APPLY TO BUILDING, PLUMBING, OR INDIVIDUAL HOUSE SERVICE CONNECTIONS.
J. WHEN HYDROSTATIC TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED FOR INFILTRATION/EXFILTRATION PER ADEQ ENGINEERING BULLETIN NO. 11. MANHOLES SHALL BE TESTED BY FILLING THE MANHOLE WITH WATER. THE APPLICANT SHALL ENSURE THAT THE DROP IN WATER LEVEL DOES NOT EXCEED ONE-THOUSANDTH (0.001) OF THE TOTAL MANHOLE VOLUME IN ONE (1) HOUR. WHEN AIR TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH ASTM F1417-92. MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244.
K. SEWER PIPE SHALL BE SDR 35, ASTM D3034 FOR PVC PIPE, OR CLASS 150 DIP LINED WITH PROTECTO 401 CERAMIC EPOXY OR HDPE ASTM F894. ALL DUCTILE IRON PIPELINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS. SPECIAL DESIGN CONSIDERATIONS MAY REQUIRE A HIGHER CLASS RATING OF DIP.
L. NO WATER SETTLING OF TRENCH FILL MATERIAL IS ALLOWED.
M. ALL WATER AND SEWER DESIGN AND CONSTRUCTION SHALL CONFORM TO THE CURRENT ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) REQUIREMENTS. WHEN ADEQ REQUIREMENTS ARE IN CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.
N. TRACER WIRES AND TAPES SHALL BE INSTALLED PRIOR TO TESTING THE WATER OR SEWER MAIN AS REQUIRED BY SECTION 13-09-001-0002. (STRIP WIRE TWO (2) INCHES AT TERMINATION OF THE SERVICE).
O. WATER VALVES SHALL BE ADJUSTED PER CITY OF FLAGSTAFF ENGINEERING DETAIL NO. 9-03-060 AND MANHOLES SHALL BE ADJUSTED PER CITY OF FLAGSTAFF ENGINEERING DETAIL NO. 9-03-062.
P. ONE HUNDRED PERCENT (100%) OF THE SEWER LINE SHALL BE TESTED FOR UNIFORM SLOPE BY REMOTE CAMERA AND TESTED FOR SHORT-TERM DEFLECTION.
   1. WHEN A SEWER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE PROPERTY LINE AND CAPPED USING THE APPROPRIATE MATERIALS (PVC, CLAY, OR CONCRETE).
   2. WHEN AN EXISTING WATER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE MAIN. THE SADDLE AND CORP, STOP SHALL BE REMOVED AND THE MAIN CLAMPED WITH AN APPROVED FULL CIRCLE REPAIR CLAMP.
Q. THE LOCATION OF WATER SERVICES SHALL BE IDENTIFIED BY BRANDING A "W" ON THE TOP OR FACE OF CURB.
R. SEWER SERVICE LOCATIONS SHALL BE IDENTIFIED BY BRANDING AN "S" ON THE TOP OR FACE OF THE CURB.

WATER, SEWER AND RECLAIMED WATER

AT LEAST 96 HOURS PRIOR NOTICE IS REQUIRED BEFORE DISRUPTING EXISTING UTILITY SERVICE TO MAKE CONNECTIONS. THE NOTICE MUST INCLUDE THE EXACT TIME OF THE DISRUPTION OF SERVICE AND THE EXPECTED DURATION OF THE LOSS OF SERVICE.

UTILITY CONFLICT NOTES

EXISTING UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION AND FOUND UTILITY APPURTENANCES. SOME LINES SHOWN ARE SCHEMATIC. CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL UTILITY LINE LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR IS TO NOTIFY OWNER AND ENGINEER IMMEDIATELY IF CONFLICTS ARISE.

COF GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE (1) YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL, IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE (1) YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE (1) YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.
2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.
3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS-OF-WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.
4. THE CITY SHALL BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, THE CITY OF FLAGSTAFF STORMWATER DESIGN MANUAL, AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS, WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING CHAPTER 13-21, WHICH MAKES MINOR MODIFICATIONS TO CERTAIN MAG SPECIFICATIONS AND DETAILS.
6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.
8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.
9. ACCESS THAT MEETS SECTION 13-13-004-0001, FIRE ACCESS, SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING ONSITE COMBUSTIBLE CONSTRUCTION AND/OR PRIOR TO ISSUANCE OF BUILDING PERMITS IN NEW SUBDIVISIONS. FIRE DEPARTMENT AND ENGINEERING SECTION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE INSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
11. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE (1) YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE OWNER/DEVELOPER OR THE CONTRACTOR.
12. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.
13. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH A.R.S. SECTION 40-360.22.
14. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.
15. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY ZONING CODE STANDARDS FOR TEMPORARY USES.
16. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS AS DEEMED NECESSARY BY THE CITY TO DISPOSE OF EXCAVATED MATERIAL.
17. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.
18. ALL TRAFFIC SIGN SHEETING SHALL BE TYPE VIII AS DESIGNED BY ASTM D4956-07E1 STANDARD SPECIFICATIONS FOR RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL, UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION PLANS.
19. WHEN THE CONSTRUCTION PLANS SPECIFY GRAFFITI CONTROL ON BRIDGES OR OTHER STRUCTURES, THE CONTRACTOR SHALL SEAL THE STRUCTURE FIRST USING MONOCHEM AQUASEAL ME 12 AND THEN APPLY MONOCHEM PERMASHIELD, SACRIFICIAL GRAFFITI CONTROL SYSTEM (OR APPROVED EQUAL).
20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED AND RESEEDED IN ACCORDANCE WITH CHAPTER 13-17. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE (1) ACRE, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ. (ORD. 2017-22, REP&REEN, 07/05/2017)
21. ALL SURVEY MONUMENTS WITHIN OR AROUND THE CONSTRUCTION AREA SHALL BE PROTECTED IN PLACE. ANY MONUMENTS THAT ARE DISTURBED OR DISPLACED BY CONSTRUCTION SHALL BE RESET BY THE RLS AT THE CONTRACTORS EXPENSE IN ACCORDANCE WITH THE CITY OF FLAGSTAFF ENGINEERING STANDARDS SECTION 13-03-005-0004 A.R.S. 33-103

PAVING NOTES

A. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. WHEN A LONGITUDINAL JOINT ASSOCIATED WITH A TRENCH PATH, PAVEMENT MATCHUP OR OTHER OCCURS ON A STREET THAT INCLUDES A BIKE LANE, THE JOINT SHALL BE LOCATED OUTSIDE THE BIKE LANE.
B. NO JOB WILL BE CONSIDERED COMPLETE UNTIL:
   1. ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS;
   2. SURVEY MONUMENTS ARE INSTALLED AND STAMPED; AND
   3. ALL FRAMES, COVERS, AND VALVE BOXES ARE ADJUSTED TO GRADE.
C. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
E. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.
F. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE PERMITTEE OR THE UTILITY OWNER. THIS ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS.
G. EXISTING STREET NAME SIGNS, TRAFFIC SIGNS AND DEVICES ASSOCIATED WITH THE PROJECT SHALL BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS SHOWN ON THE APPROVED PLANS.
H. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL, OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS.
I. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR (4) IN FIVE HUNDRED (500) FEET) AN ASPHALT OVERLAY SHALL BE REQUIRED.
J. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.
K. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM THREE (3) INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED IN ACCORDANCE WITH MAG SECTION 310, AND SHALL BE COMPACTED TO NINETY-FIVE PERCENT (95%) RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS MANHOLE BASES, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF THREE (3) INCHES OF ABC.
L. PERMANENT PAVEMENT MARKINGS.
   1. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13-16-006-0001.
   2. TRANSVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS, AND LEGENDS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13-16-006-0002.
M. TEMPORARY PAVEMENT MARKINGS.
   1. TEMPORARY PAVEMENT MARKINGS, WHEN APPROVED, SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 13-16-006-0001 AND 13-16-006-0002.

NOTES:
   1. THE USE OF TEMPORARY MARKINGS IS STRONGLY DISCOURAGED AND MAY ONLY BE USED WITH PRIOR APPROVAL. WHEN IT IS USED, THE CONTRACTOR MUST BE AVAILABLE TO RE-STRIPE AS NEEDED UNTIL THE PERMANENT MARKINGS CAN BE INSTALLED.
   2. WHEN IT IS IMPRACTICABLE FOR THE CONTRACTOR TO PROVIDE PERMANENT MARKINGS, THE CITY PUBLIC WORKS DEPARTMENT MAY INSTALL THE MARKINGS ON BEHALF OF THE CONTRACT PROVIDED THE FEE FOR THE WORK IS AGREED UPON AND PAID FOR IN ADVANCE.
N. THE MAXIMUM THICKNESS OF A SINGLE LIFT OF PAVEMENT SHALL BE FOUR (4) INCHES. (ORD, 2017-22, REP&REEN, 07/05/2017)

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PH:(928) 779-1500
The WLB Group, an LVA company

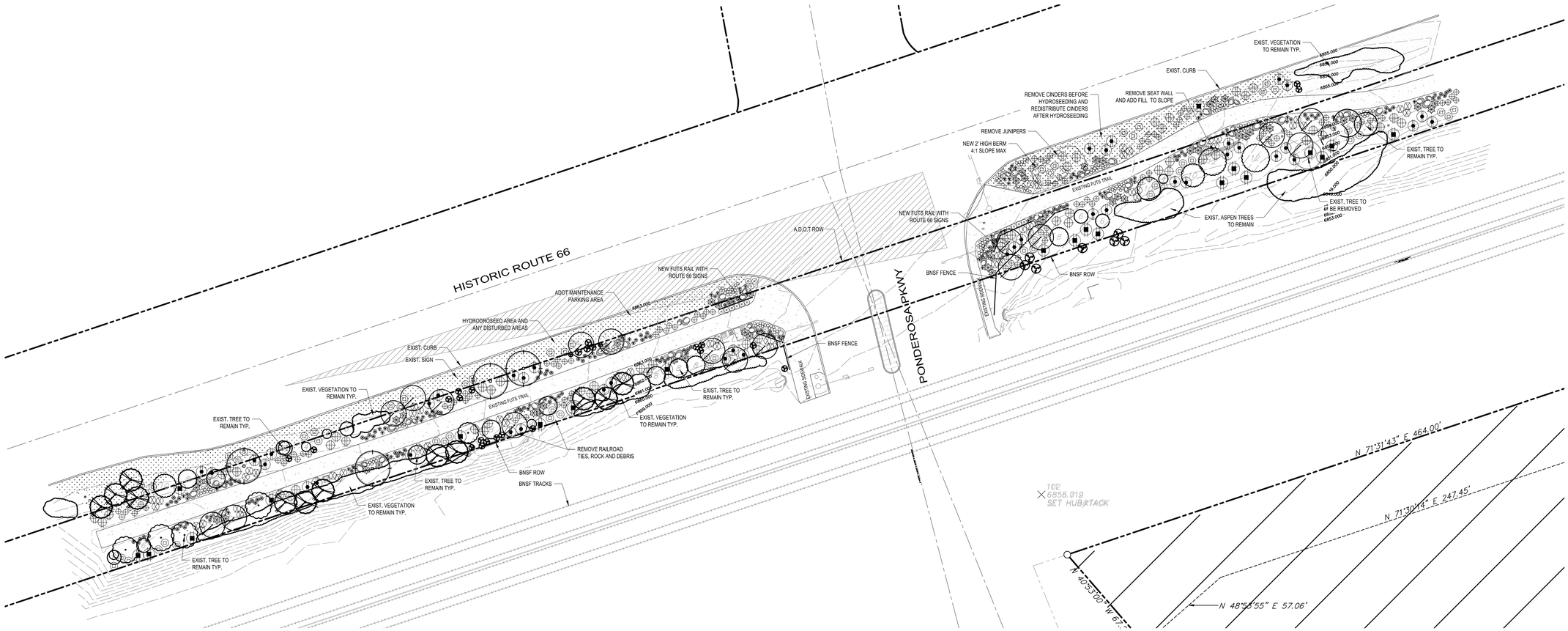
CITY OF FLAGSTAFF
ROUTE 66 & PONDEROSA PKWY
NOTES SHEET

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 2/24/26
ARIZONA, U.S.A.

DESIGNED BY:	SCP
DRAWN BY:	SCP
CHECK BY:	DB
DATE:	FEBRUARY 2026

PROJECT NO.
325007A001

SHEET
L1.1



CITY OF FLAGSTAFF LANDSCAPE NOTES

1. ADJACENT SITE IMPROVEMENTS, PAVEMENT CONSTRUCTION, IRRIGATION INSTALLATION AND FINISH GRADING SHALL BE COMPLETED PRIOR TO INSTALLATION OF PLANT MATERIAL. DO NOT PLANT WHEN CONDITIONS ARE NOT SUITABLE FOR DIGGING, MIXING, RAKING AND/OR GRADING. PLANTING SHALL OCCUR DURING THE MONTHS THAT IRRIGATION SYSTEMS ARE IN OPERATION. THEREFORE, PLANTING MAY OCCUR BETWEEN APRIL 1st AND SEPTEMBER 30th.
2. SOIL EXCAVATED FROM THE PLANTING PIT SHALL BE TYPICALLY CONSIDERED ACCEPTABLE AS BACKFILL MATERIAL: BACKFILL MIXTURE TO BE COMPRISED OF 75% NATIVE SOIL, 25% GRANULAR BARK MULCH, AND 2 LBS. DISPERSAL PER CUBIC YARD OF BACKFILL.
3. ALL CONTAINERS SHALL BE REMOVED PRIOR TO PLANT INSTALLATION IN A MANNER THAT DOES NOT DISTURB THE POTTED SOIL OR ROOT BALL.
4. SET THE ROOT BALL ON SIX-INCHES OF FIRM PLANTING SOIL, PLUMB AND IN THE CENTER OF THE PIT WITH THE ROOT BALL CROWN SLIGHTLY ABOVE THE SAME ELEVATION AS ADJACENT FINISHED LANDSCAPE GRADES. REMOVE ANY WIRE, TWINE, BURLAP, OR OTHER MATERIAL FROM THE UPPER ONE-THIRD OF THE ROOT BALL OF BALLED AND BURLAPPED STOCK. WIRE BASKETS AND SYNTHETIC BURLAP SHALL BE COMPLETELY REMOVED AFTER THE ROOT BALL HAS BEEN PLACED IN ITS FINAL LOCATION.
5. ONCE PLANT IS SET, PLACE BACKFILL MATERIAL AROUND BASE AND SIDES OF ROOT BALL AND WORK EACH LAYER TO SETTLE BACKFILL AND ELIMINATE VOIDS. WHEN BACKFILLING IS TWO-THIRDS COMPLETE, WATER THOROUGHLY. PLACE THE REMAINDER OF THE BACKFILL AND REPEAT WATERING UNTIL NO MORE IS ABSORBED. PLACE THE FINAL LAYER OF BACKFILL AND WATER.
6. ALL DECIDUOUS TREES SHALL BE WRAPPED FROM THE GROUND LINE UP TO AND INCLUDING THE FIRST PRIMARY CROTCH FORMED BY THE FIRST MAJOR BRANCH. WRAPPING SHALL BE DONE AFTER THE PLANT HAS BEEN INSTALLED.
7. TWO TO THREE INCHES OF SPECIFIED MULCH SHALL BE PLACED IN THE AREA DISTURBED BY EXCAVATION OF THE PLANTING WELL.
8. PRIOR TO PLANTING ACTIVITIES, COMPLETELY REMOVE EXISTING WEEDS, INCLUDING ROOTS. IMMEDIATELY PRIOR TO INSTALLATION, CULTIVATE GROUND COVER AREAS TO A DEPTH OF SIX-INCHES AND GRADE SMOOTHLY AND UNIFORMLY. PLANT GROUND COVER SO THE ROOT CROWN IS AT OR SLIGHTLY ABOVE THE BED'S FINISH GRADE. AFTER PLANTING OF GROUND COVER AND PRIOR TO MULCHING, APPLY PRE-EMERGENT WEED CONTROL OVER PLANTING BED SOIL SURFACE IN ACCORDANCE WITH MANUFACTURER'S WRITTEN DIRECTIONS. INSTALL THE SPECIFIED MULCH TO A DEPTH OF THREE-INCHES OVER THE ENTIRE GROUND COVER BED.
9. PRUNE DEAD OR DAMAGED BRANCHES, MAKING ALL CUTS AT BRANCH COLLAR. MAINTAIN THE NATURAL HABIT, SHAPE AND SPECIFIED SIZE. REMOVE ALL TAGS, LABELS, AND OTHER MATERIAL.

ADOT NOTES

1. ADOT RIGHT-OF-WAY LANDSCAPE AND IRRIGATION MAINTENANCE SHALL BE PROVIDED BY THE "CITY OF FLAGSTAFF". RIGHT-OF-WAY MAINTENANCE SHALL INCLUDE WEEKLY TRASH PICKUP, LANDSCAPE MAINTENANCE, PLANT PRUNING AND REPLACEMENT, IRRIGATION ADJUSTMENTS, SCHEDULING AND REPAIR, WEEDING AND EROSION REPAIR.
2. ALL SHRUBS AND GROUNDCOVER PLANTS WITHIN THE SIGHT VISIBILITY TRIANGLES (SVT) SHALL BE MAINTAINED TO HAVE A MAXIMUM HEIGHT OF 24-INCHES ABOVE FINISH GRADE. TREE CANOPIES SHALL BE MAINTAINED TO HAVE A CLEAR HEIGHT OF 72-INCHES ABOVE FINISH GRADE.

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY.	MAT. SIZE	REMARKS
TREES					
	ACER GINNALA 'FLAME' AMUR MAPLE	2" CAL.	17	15x10	STAKE AS REQD.
	PRUNUS VIRGINIANA 'CANADA RED' CANADA RED CHOKECHERRY	2" CAL.	4	20x20	STAKE AS REQD.
	QUERCUS GAMBELII GAMBEL OAK	15 GAL.	12	25x15	STAKE AS REQD.
SHRUBS					
	CHAMAEBATIARIA MILLEFOLIUM FERNBUSH	5 GAL.	41	6x6	2 GPH EMITTER
	CHRYSOTHAMNUS N. VISCIDIFLORUS YELLOW RABBITBRUSH	5 GAL.	107	3x3	1 GPH EMITTER
	FALLUGIA PARADOXA APACHE PLUM	5 GAL.	54	5x5	1 GPH EMITTER
	MAHONIA REPENS CREEPING OREGON GRAPE	3 GAL.	13	1x3	2 GPH EMITTER
	PEROVSKIA ATRIPLICIFOLIA RUSSIAN SAGE	5 GAL.	57	4x4	1 GPH EMITTER
	RHUS TRILOBATA THREE-LEEF SUMAC	5 GAL.	21	8x8	2 GPH EMITTER
	RIBES CEREUM WAX CURRANT	5 GAL.	56	5x4	1 GPH EMITTER

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY.	MAT. SIZE	REMARKS
GRASSES / ACCENTS					
	AGAVE PARRYI PARRY'S AGAVE	3 GAL.	81	2x2	1 GPH EMITTER
	SCHIZACHYRIUM SCOPARIUM THE BLUES LITTLE BLUESTEM	1 GAL.	119	2x2	2 GPH EMITTER
	YUCCA BACCATA BANANA YUCCA	5 GAL.	51	3x4	1 GPH EMITTER
PERENNIALS / POLLINATORS					
	PROVIDE THE FOLLOWING PERENNIAL PLANTS IN 4" POTS PLANTED 18"-24" O.C.: PLANT QUANTITY FOR EACH PLANT TO BE 20% OF TOTAL QUANTITY.		220		
	ACHILLEA MILLEFOLIUM / COMMON YARROW		44		1 GPH EMITTER
	ASCLEPIAS SPECIOSA / SHOWY MILKWEED		44		
	ASCLEPIAS TUBEROSA / BUTTERFLY MILKWEED		44		
	ECHINACEA PURPUREA / PURPLE CONEFLOWER		44		
	PENSTEMON STRICTUS / ROCKY MOUNTAIN PENSTEMON		44		
MATERIALS					
	BASALT BOULDERS	VARIOUS SIZES 1 TON AVG.	53		BURY 1/3 IN GROUND

HYDROSEED SEED MIX

	NATIVE SEED MIX	8,000 S.F.+/-	HYDROSEED PER CITY OF FLAGSTAFF ENGINEERING DESIGN STANDARDS DIVISION 13-17-002
GRASSES	BOTANICAL/COMMON NAME		POUNDS PER ACRE
	ARISTIDA PURPUREA / PURPLE THREE AWN		5.0
	BOUTELOUA GRACILIS / BLUE GRAMA		4.0
	FESTUCA ARIZONICA / ARIZONA FESCUE		4.0
	MUHLENBERGIA MONTANA / MOUNTAIN MUHLY		2.0
	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM		4.0
FLOWERS / PERENNIALS			
	ACHILLEA MILLEFOLIUM / COMMON YARROW		2.0
	AGASTACHE CANA / HUMMINGBIRD MINT		2.0
	ASCLEPIAS TUBEROSA / BUTTERFLY WEED		2.0
	ECHINACEA PURPUREA / PURPLE CONEFLOWER		2.5
	PENSTEMON PINIFOLIUS / PINELEAF PENSTEMON		2.0
	RATIBIDA COLUMNARIS / MEXICAN HAT		1.5
	SPHAERALCEA COCCINEA / RED MALLOW		2.0
NURSE CROP ADDED TO GRASS AND WILDFLOWER MIX			
	TRIFOLIUM PRATENSE / RED CLOVER		20.0

GENERAL SEEDING NOTES

1. ALL SEEDING OPERATIONS ARE TO FOLLOW THE STANDARDS PER DIVISION 13-17-002 OF THE CITY OF FLAGSTAFF ENGINEERING DESIGN STANDARDS.

GRAPHIC SCALE
30 0 15 30 60
HORIZONTAL SCALE 1" = 30'

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CITY OF FLAGSTAFF
ROUTE 66 & PONDEROSA PKWY
LANDSCAPE PLAN

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 2/24/26
ARIZONA, U.S.A.

DESIGNED BY:	SCP
DRAWN BY:	SCP
CHECK BY:	DB
DATE:	FEBRUARY 2026

PROJECT NO.
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L1.2

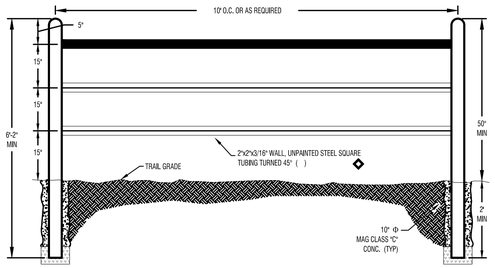
GRAPHIC SCALE

10 0 5 10 20

HORIZONTAL SCALE 1" = 10'

FENCE PLAN

1" = 10'-0"



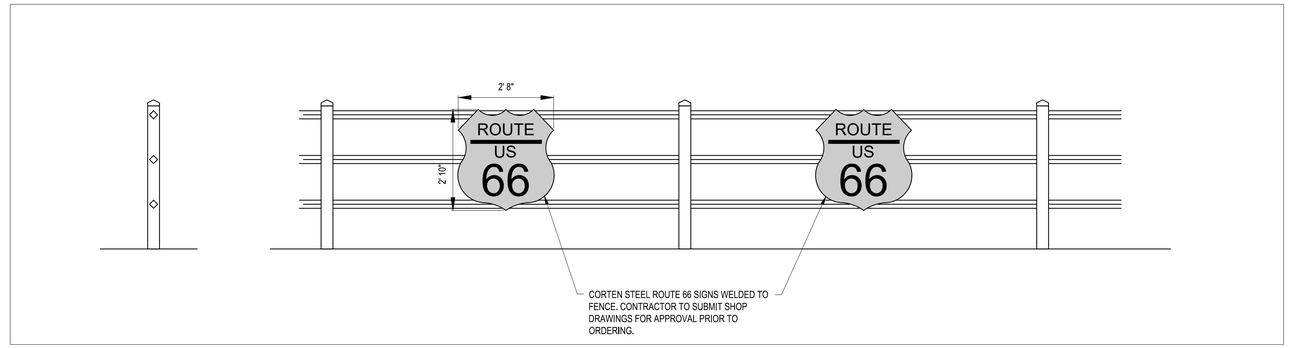
RAIL FENCE

NOTES:

1. USE ONE OR TWO SECTIONS OF 5"x5" POSTS AND 3"x3" RAILS FOR ENTRY FEATURES.
2. USE 56.5" POSTS AND 4" RAILS IN HIGH HAZARD AREAS
3. SET POST 3' DEEP ON SLOPES GREATER THAN 2:1

4"x4"x44.5" ABOVE GRADE, 3/16" UNPAINTED STEEL SQUARE TUBING, PEAKED CAP TO DRAIN

NTS



FENCE ELEVATION

NTS

STEEL FABRICATION NOTES:

- *FUTS RAIL TO BE STANDARD UNPAINTED STEEL.*
- *ROUTE 66 SIGNS TO BE CORTEN STEEL.*
- *ALL WELDS TO BE GROUND SMOOTH.*
- *ALL EDGES TO BE GROUND SMOOTH.*
- *CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR ALL RAILINGS FOR APPROVAL PRIOR TO INSTALLATION.*
- *ALL POSTS TO BE INSTALLED VERTICALLY.*
- *ALL CORNERS TO BE EASED/ROUNDED.*

City of Flagstaff

ENGINEERING DETAIL

FLAGSTAFF URBAN TRAILS SYSTEM DETAILS

DETAIL NO. 14-01-010

REVISION DATE: 12/30/2017

3/4

NO.	DATE:	ITEM:	REVISIONS

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ROUTE 66 & PONDEROSA PKWY
FUTS FENCE PLAN

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Date Signed 2/14/18
ARIZONA, U.S.A.

DESIGNED BY:	SCP
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DATE:	FEBRUARY 2026

PROJECT NO. 325007A001

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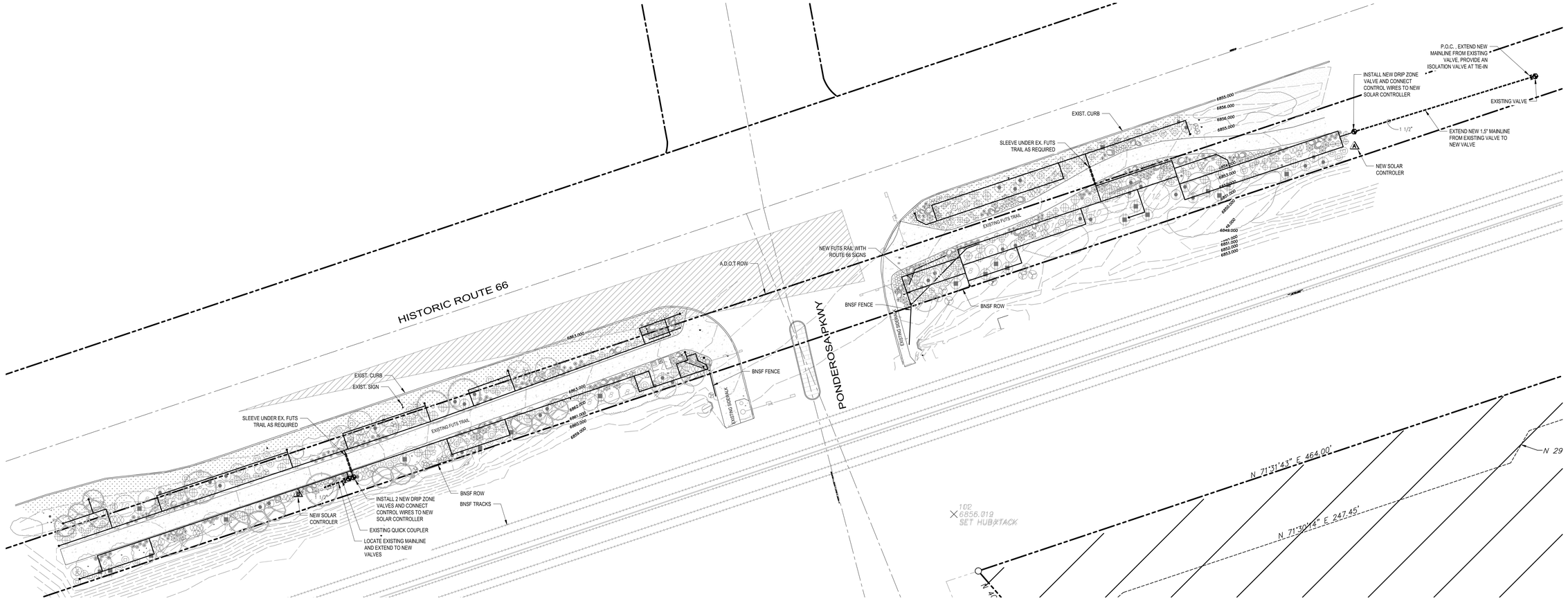


IRRIGATION NOTES:

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.

IRRIGATION LEGEND:

SYMBOL	DESCRIPTION	MANUFACTURER/MODEL	COMMENTS
A B	CONTROLLER	DIG LEIT 4004 4-STATION LEIT SOLAR CONTROLLER	MOUNT ON MCOL 4000 GALVANIZED STEEL MOUNTING COLUMN
	ISOLATION VALVE	WATTS B6000-SS (LINE SIZE)	INSTALL IN 10" ROUND VALVE BOX.
	REMOTE CONTROL DRIP VALVE ASSEMBLY	WEATHERMATIC SCZ-MAX-DW-10-45 DRIP ZONE KIT WITH NON-POTABLE ALERT FLOW HANDLE	INSTALL WITH DIG "LEMA" 1600HE SOLENOID AND #30-923 PLASTIC SOLENOID ADAPTER
	MAIN LINE	SCH 40 PVC (PURPLE), SCH 80 FITTINGS	SIZE PER 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-DPJ08-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				SLEEVE SIZING SCHEDULE (MIN.)			
SIZE	GPM	SIZE	GPM	PIPE	SLEEVE	PIPE	SLEEVE
3/4"	6-10	1 1/2"	26-35	3/4"	1 1/2"	1 1/2"	3"
1"	11-15	2"	36-55	1"	2"	2"	4"
1 1/4"	16-25	2 1/2"	56-80	1 1/4"	2.5"	2 1/2"	5"

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 1/4" 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.

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 click Arizona811.com

NO.	DATE:	ITEM:

REVISIONS

The WLB Group, an LJA company

ENGINEERING • PLANNING • SURVEYING
LANDSCAPE ARCHITECTURE • URBAN DESIGN

OFFICE LOCATIONS:
TUCSON, PHOENIX, FLAGSTAFF, & LAS VEGAS, NV
403 N WC RILES ST, SUITE 1, FLAGSTAFF, AZ 86001
PH.(928) 779-1500

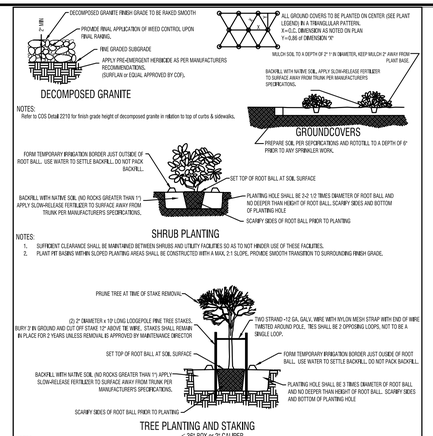
CITY OF FLAGSTAFF
ROUTE 66 & PONDEROSA PKWY
IRRIGATION PLAN

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 2/24/26
ARIZONA, U.S.A.

DESIGNED BY: SCP
DRAWN BY: SCP
CHECK BY: DB
DATE: FEBRUARY 2026

PROJECT NO.
325007A001

SHEET
L2.0



NOTES:
Refer to COS Detail 2210 for finish grade height of decomposed granite in relation to top of curbs & sidewalks.

NOTES:
1. SUFFICIENT CLEARANCE SHALL BE MAINTAINED BETWEEN SHRUBS AND UTILITY FACILITIES SO AS TO NOT HINDER USE OF THESE FACILITIES.
2. PLANT PIT BASINS WITHIN SLOPED PLANTING AREAS SHALL BE CONSTRUCTED WITH A MAX. 2:1 SLOPE, PROVIDE SMOOTH TRANSITION TO SURROUNDING FINISH GRADE.

NOTES:
1. SUFFICIENT CLEARANCE SHALL BE MAINTAINED BETWEEN SHRUBS AND UTILITY FACILITIES SO AS TO NOT HINDER USE OF THESE FACILITIES.
2. PLANT PIT BASINS WITHIN SLOPED PLANTING AREAS SHALL BE CONSTRUCTED WITH A MAX. 2:1 SLOPE, PROVIDE SMOOTH TRANSITION TO SURROUNDING FINISH GRADE.
3. SEE DETAIL 16-04-050 FOR CONIFER TREE PLANTING.

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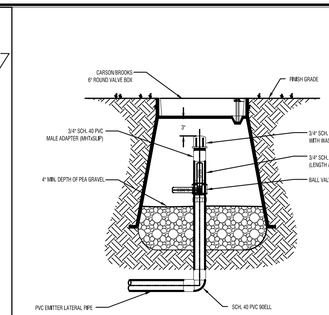
City of Flagstaff — ENGINEERING DETAIL

LANDSCAPE DETAILS

DETAIL NO.	REVISION DATE:	
18-03-050	12/30/2017	1 / 1

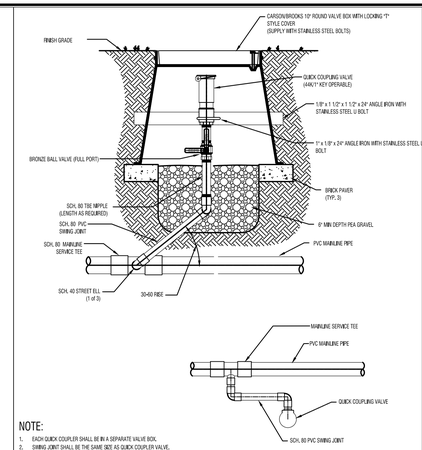


NTS

City of Flagstaff — ENGINEERING DETAIL

EMITTER FLUSH CAP ASSEMBLY

DETAIL NO.	REVISION DATE:	
19-02-005	12/30/2017	1 / 1



NOTE:
1. EACH QUICK COUPLER SHALL BE IN A SEPARATE VALVE BOX.
2. SWING JOINT SHALL BE THE SAME SIZE AS QUICK COUPLER VALVE.
3. NO PRE-FAB SWING JOINTS.
4. U-BOLT TO BE SECURED WITH LOCK WASHERS AND BACK-UP LOCKING NUT.
5. VALVE BOX LID LABELED WITH "QC" OR AS DIRECTED.

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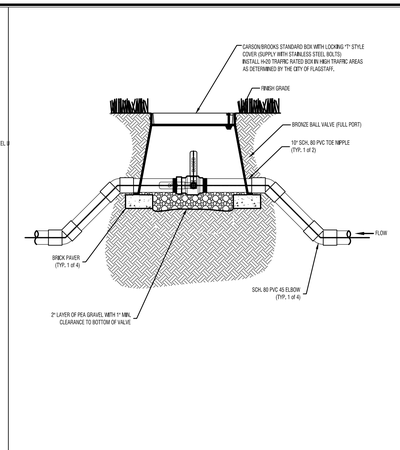
City of Flagstaff — ENGINEERING DETAIL

QUICK COUPLER ASSEMBLY

DETAIL NO.	REVISION DATE:	
19-02-006	12/30/2017	1 / 1



NOTE:
1. BALL VALVE SHALL MATCH NOMINAL SIZE OF MAINLINE PIPE.

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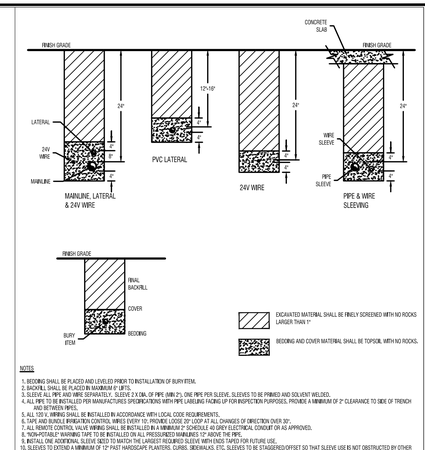
City of Flagstaff — ENGINEERING DETAIL

MAINLINE BALL VALVE 1-1/2" & SMALLER

DETAIL NO.	REVISION DATE:	
19-02-007	12/30/2017	1 / 1



NOTE
1. BEDDING SHALL BE PLACED AND LEVELED PRIOR TO INSTALLATION OF BURY ITEM.
2. BACKFILL SHALL BE PLACED IN MAXIMUM 8" LIFTS.
3. SLEEVE ALL PIPE AND WIRE SEPARATELY. SLEEVE 2 X DIA. OF PIPE (MIN 2"). ONE PIPE PER SLEEVE. SLEEVES TO BE PINNED AND SOLVENT WELDED.
4. ALL PIPE TO BE INSTALLED PER MANUFACTURES SPECIFICATIONS WITH PIPE LABELING FACING UP FOR INSPECTION PURPOSES, PROVIDE A MINIMUM OF 2" CLEARANCE TO SIDE OF TRENCH AND BETWEEN PIPES.
5. ALL 12 & 24 V WIRING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.
6. ALL 24 V WIRE SHALL BE SPLICED FROM CONTROL WIRES EVERY 10. PROVIDE LOOSE 30" LOOP AT ALL CHANGES OF DIRECTION OVER 30°.
7. ALL REMOTE CONTROL VALVE WIRING SHALL BE INSTALLED IN A MINIMUM 2" SCHEDULE 40 GREY ELECTRICAL CONDUIT OR AS APPROVED.
8. TRON-POSABLE® WARNING TAPE TO BE INSTALLED ON ALL PRESSURIZED MAINLINES 12" ABOVE THE PIPE.
9. INSTALL ONE ADDITIONAL SLEEVE SIZED TO MATCH THE LARGEST REQUIRED SLEEVE WITH ENDS TAPED FOR FUTURE USE.
10. SLEEVES TO EXTEND A MINIMUM OF 12" PAST HARDSCAPE PLANTERS, CURBS, SIDEWALKS, ETC. SLEEVES TO BE STAGGERED/OFFSET SO THAT SLEEVE USE IS NOT OBSTRUCTED BY OTHER PIPES.
11. WHERE PRESSURE SUPPLY PIPING IS INSTALLED WITHOUT CONTROL WIRING, A 14 GA. TRACKING WIRE SHALL BE INSTALLED.

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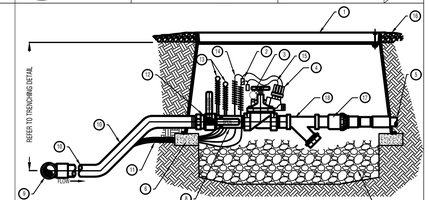
City of Flagstaff — ENGINEERING DETAIL

IRRIGATION TRENCHING

DETAIL NO.	REVISION DATE:	
19-02-036	12/30/2017	1 / 1



KEYNOTES
1. VALVE BOX
2. EPOXY FILLED TWO PIECE CYLINDER WIRE CONNECTOR
3. ID TAG
4. ELECTRIC REMOTE CONTROL VALVE AS NOTED ON PLANS.
5. SCH 80 PVC LATERAL
6. BRICK PAVER (TYP.)
7. 6" MIN. DEPTH PEA GRAVEL (BELOW VALVE BODY)
8. 3" SCH 80 PVC NIPPLE (PLASTIC VALVE ONLY).
9. SCH 80 PVC MAINLINE PIPE WITH HDPE SERVICE TEE
10. SCH 80 PVC PIPE SAME SIZE AS CONTROL VALVE
11. 3-VOLT WIRES FROM CONTROLLER
12. BRONZE BALL VALVE (FULL PORT), SAME SIZE AS
13. SPARE WIRES LOOPED INTO EACH VALVE BOX (BLUE) (2)
14. CONTROL WIRE
15. COMMON WIRE
16. FINISH GRADE
17. PRESET PRESSURE REGULATOR (AS NOTED ON PLANS)
18. WYE FILTER (AS NOTED ON PLANS)

NOTES
1. PROVIDE 30" SLACK WIRE IN 3-4" COILS FOR EACH WIRE ENTERING VALVE BOX.
2. INSTALL VALVE ID. TAG WITH CONTROLLER #/STATION AND STATION NUMBER THAT CORRESPONDS TO THE PLANS.
3. MAINTAIN 2" MIN./4" MAX. DISTANCE BETWEEN TOP OF CONTROL VALVE AND BOTTOM OF BOX LID.
4. INSTALL ELEC. LATCHING SOLENOIDS W/ D.C. CONTROLLERS.
5. FOR BRASS CONTROL VALVES, INSTALL 3" BRASS TRE NIPPLE BETWEEN BALL VALVE AND CONTROL VALVE
6. INSTALL CONTROL VALVES A MINIMUM OF 1' AWAY IN SHRUB AREAS UNLESS OTHERWISE NOTED.
7. USE TEFLON TAPE ON ALL THREADED FITTINGS.
8. VALVE BOX SHALL BE SET PARALLEL W/ GRADE.

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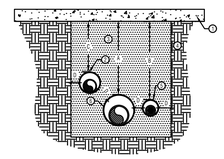
City of Flagstaff — ENGINEERING DETAIL

SINGLE OUTLET EMITTERS
ALL SHRUBS & GROUND COVERS

DETAIL NO.	REVISION DATE:	
19-02-012	12/30/2017	1 / 2



KEYNOTES

LIST OF MATERIALS

1. BOWSMITH SL - SERIES SINGLE PORT EMITTER OR APPROVED EQUAL. LOCATE ON UPHILL SIDE OF PLANT CENTERLINE
2. 1/4" POLY FLEX HOSE EMITTER TUBING (6' MAX).
3. 1/2" PVC SCH 40 MALE ADAPTOR
4. ASL PRODUCTS - 1/2" L.F.S. FLEXIBLE VINYL PVC PIPE OR APPROVED EQUAL
5. 1/2" PVC SCH 40 90° ELBOW
6. 1/2" PVC SCH 40 PIPE
7. 1/2" PVC SCH 40 FITTING
8. ALL PVC SHALL BE SCH 40
9. INSTALL BUSHING AS REQUIRED.

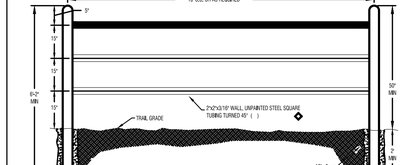
NOTES
1. PIPE CEMENT & PRIMER SHALL BE USED FOR FLEXIBLE AND RIGID PIPE CONNECTIONS.
2. EMITTER TUBING EMISSION POINTS SHALL BE EQUALLY SPACED AND LOCATED TO DIRECT WATER FLOW TO THE PERIMETER OF THE DRIP LINE.
3. NUMBER OF OPENINGS AND EMITTER TUBES REQUIRED IS BASED ON PLANT SIZE. SEE COF DET. 19-02-013
4. MAXIMUM EMITTER TUBING LENGTH — 6 FEET.
5. NO EMITTER LATERALS OR PIPING SHALL BE INSTALLED THROUGH OR BENEATH PLANT PITS. MINIMUM DISTANCE BETWEEN PLANT PIT PERIMETER AND PIPING SHALL BE 12".

NTS

City of Flagstaff — ENGINEERING DETAIL

SINGLE OUTLET EMITTERS
ALL SHRUBS & GROUND COVERS

DETAIL NO.	REVISION DATE:	
19-02-012	12/30/2017	2 / 2



EDITED

KEYNOTES

LIST OF MATERIALS

1. SWIVEL OUTLET 90° ELBOW
2. 1/4" POLY FLEX HOSE EMITTER TUBING (6' MAX.)
3. BOWSMITH ML 200 SERIES MULTI-PORT EMITTER OR APPROVED EQUAL. LOCATE ON UPHILL SIDE OF PLANT ℄
4. 1/2" PVC SCH 40 MALE ADAPTER
5. AG. PRODUCTS 1/2" L.F.S. FLEXIBLE VINYL PVC PIPE OR APPROVED EQUAL
6. 1/2" PVC SCH 40 FITTING
7. 6" PURPLE SURVEY WHISKER BOLTED TO VALVE BOX COVER

NOTES
1. PIPE CEMENT & PRIMER SHALL BE USED FOR FLEXIBLE AND RIGID PIPE CONNECTIONS.
2. EMITTER TUBING EMISSION POINTS SHALL BE EQUALLY SPACED AND LOCATED TO DIRECT WATER FLOW TO THE PERIMETER OF THE DRIP LINE.
3. NUMBER OF OPENINGS AND EMITTER TUBES REQUIRED IS BASED ON PLANT SIZE. SEE COF DET. 19-02-013
4. MAXIMUM EMITTER TUBING LENGTH — 6 FEET.
5. NO EMITTER LATERALS OR PIPING SHALL BE INSTALLED THROUGH OR BENEATH PLANT PITS. MINIMUM DISTANCE BETWEEN PLANT PIT PERIMETER AND PIPING SHALL BE 12".

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City of Flagstaff — ENGINEERING DETAIL

IRRIGATION EMITTER LAYOUT

DETAIL NO.	REVISION DATE:	
19-02-013	12/30/2017	1 / 1

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City of Flagstaff — ENGINEERING DETAIL

END LINE FLUSH

DETAIL NO.	REVISION DATE:	
19-02-014	12/30/2017	1 / 1

NTS

City of Flagstaff — ENGINEERING DETAIL

DRIP IRRIGATION REMOTE CONTROL VALVE ASSEMBLY

DETAIL NO.	REVISION DATE:	
19-02-019	12/30/2017	1 / 1

KEYNOTES
1. VALVE BOX
2. EPOXY FILLED TWO PIECE CYLINDER WIRE CONNECTOR
3. ID TAG
4. ELECTRIC REMOTE CONTROL VALVE AS NOTED ON PLANS.
5. SCH 80 PVC LATERAL
6. BRICK PAVER (TYP.)
7. 6" MIN. DEPTH PEA GRAVEL (BELOW VALVE BODY)
8. 3" SCH 80 PVC NIPPLE (PLASTIC VALVE ONLY).
9. SCH 80 PVC MAINLINE PIPE WITH HDPE SERVICE TEE
10. SCH 80 PVC PIPE SAME SIZE AS CONTROL VALVE
11. 3-VOLT WIRES FROM CONTROLLER
12. BRONZE BALL VALVE (FULL PORT), SAME SIZE AS
13. SPARE WIRES LOOPED INTO EACH VALVE BOX (BLUE) (2)
14. CONTROL WIRE
15. COMMON WIRE
16. FINISH GRADE
17. PRESET PRESSURE REGULATOR (AS NOTED ON PLANS)
18. WYE FILTER (AS NOTED ON PLANS)

NOTES
1. PROVIDE 30" SLACK WIRE IN 3-4" COILS FOR EACH WIRE ENTERING VALVE BOX.
2. INSTALL VALVE ID. TAG WITH CONTROLLER #/STATION AND STATION NUMBER THAT CORRESPONDS TO THE PLANS.
3. MAINTAIN 2" MIN./4" MAX. DISTANCE BETWEEN TOP OF CONTROL VALVE AND BOTTOM OF BOX LID.
4. INSTALL ELEC. LATCHING SOLENOIDS W/ D.C. CONTROLLERS.
5. FOR BRASS CONTROL VALVES, INSTALL 3" BRASS TRE NIPPLE BETWEEN BALL VALVE AND CONTROL VALVE
6. INSTALL CONTROL VALVES A MINIMUM OF 1' AWAY IN SHRUB AREAS UNLESS OTHERWISE NOTED.
7. USE TEFLON TAPE ON ALL THREADED FITTINGS.
8. VALVE BOX SHALL BE SET PARALLEL W/ GRADE.

NTS

DETAIL ALSO FOR PIPE INSTALLED IN ROCK SOIL.

DIMENSION	A	B	C	D
PAVED AREA / DRIVEWAY	36"	36"	24"	4"
PUBLIC ROADS	36"	36"	36"	4"

SECTION VIEW

KEYNOTES
1. PAVING
2. LATERAL LINES IN HDPE SLEEVE
3. SAND BACKFILL COMPACTED TO THE DENSITY OF EXISTING SOIL
4. UNDISTURBED SOIL
5. CONTROL WIRES IN HDPE SLEEVE
6. PRESSURE MAINLINE IN HDPE SLEEVE, HDPE SLEEVES TO BE TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE CARRIED.

NOTES:
1. BUNDLE WIRING AND WRAP W/ ELECTRICAL TAPE @ 10' INTERVALS.
2. ALL MAINLINE PIPING TO BE INSTALLED IN ACCORDANCE W/ MANUFACTURERS INSTALLATION SPECIFICATIONS.
3. ALL MAINLINE, LATERAL LINES AND CONTROL WIRES SHALL BE SLEEVED BELOW ALL HARDSCAPE ELEMENTS WITH HDPE PE 3408, SDR 11 PIPE, 2.5 TIMES THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
4. ALL CURBS SHALL BE MARKED W/ A "SCORE" MARK TO DESIGNATE SLEEVE LOCATION, TYPICAL.

NTS

City of Flagstaff — ENGINEERING DETAIL

SLEEVE TRENCHING DETAIL

DETAIL NO.	REVISION DATE:	
19-02-035	11/22/16	1 / 1

RAIL FENCE

NOTES:
1. USE ONE OR TWO SECTIONS OF 5'x5" POSTS AND 2"x2" RAILS FOR ENTRY FEATURES.
2. USE 56.5" POSTS AND 4' RAILS IN HIGH HAZARD AREAS
3. SET POST 3 DEEP ON SLOPES GREATER THAN 2:1

4"x4"x44.5" ABOVE GRADE, 3/16" UNPAINTED STEEL SQUARE TUBING, PEAKED CAP TO DRAIN

NTS

City of Flagstaff — ENGINEERING DETAIL

FLAGSTAFF URBAN TRAILS SYSTEM DETAILS

DETAIL NO.	REVISION DATE:	
14-01-010	12/30/2017	3 / 4

NO.	DATE:	ITEM:
		REVISIONS

ENGINEERING • PLANNING • SURVEYING
LANDSCAPE ARCHITECTURE • URBAN DESIGN
OFFICE LOCATIONS:
TUCSON, PHOENIX, FLAGSTAFF, & LAS VEGAS, NV
403 N WC RILES ST, SUITE 1, FLAGSTAFF, AZ 86001
PH.(928) 779-1500

The WLB Group, an LJA company

CITY OF FLAGSTAFF
ROUTE 66 & PONDEROSA PKWY
LANDSCAPE DETAILS

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
34188
STEPHEN C. PARSONS
Date Signed 12/21/18
ARIZONA, U.S.A.

DESIGNED BY:	SCP
DRAWN BY:	SCP
CHECK BY:	DB
DATE:	FEBRUARY 2026

PROJECT NO.
325007A001

SHEET
L3.0

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

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)

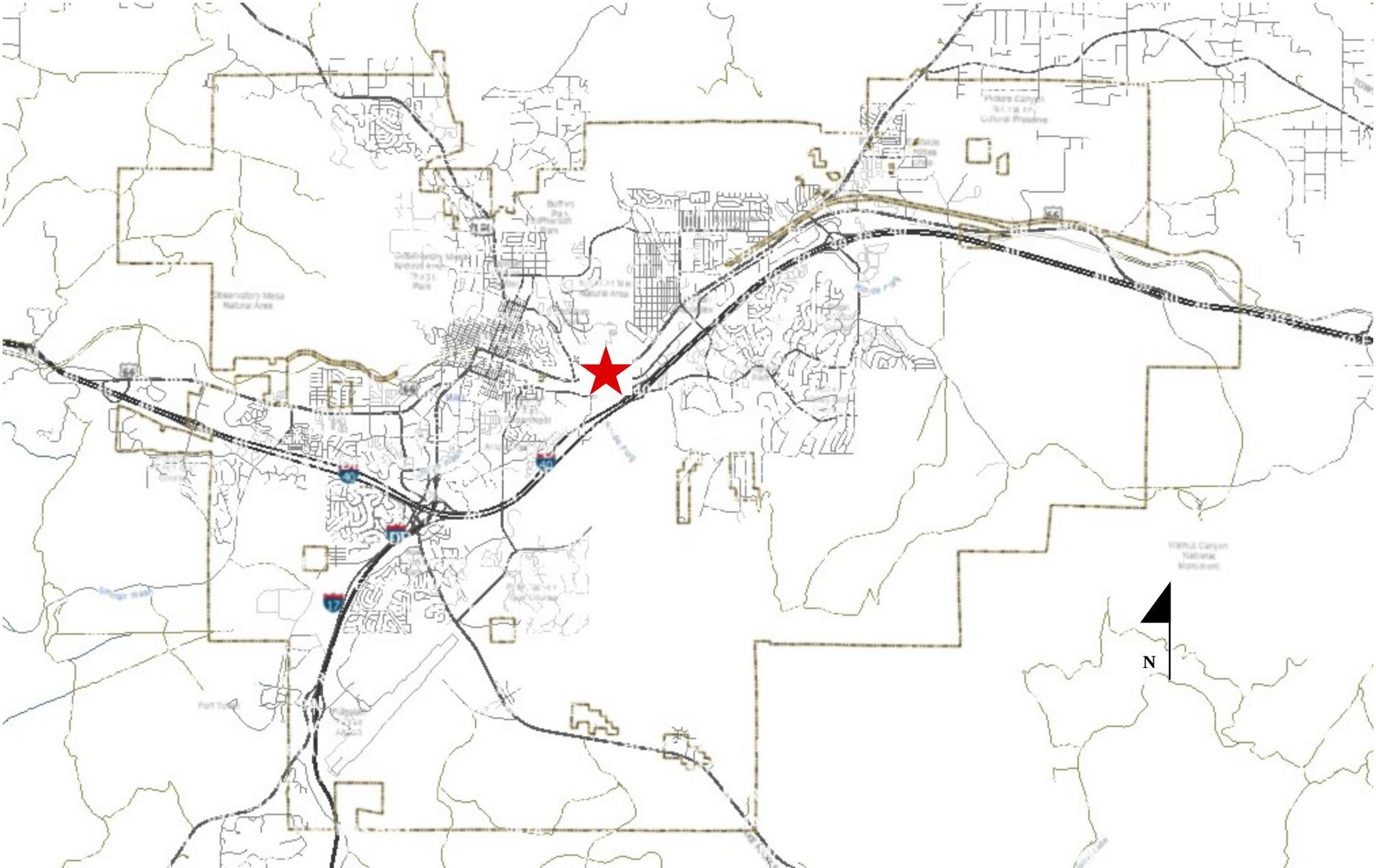
The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

BB3608
Rt66 & Ponderosa Parkway Landscape Project
Vicinity Map

BB3608 Rt66 & Ponderosa Parkway Landscape

Context Map



CITY OF FLAGSTAFF

CONTRACT SUPPLEMENTARY JUSTIFICATION

☒ CONTRACT ALLOWANCE

☒ ADMINISTRATIVE CHANGE ORDER

PROJECT NO.	BB3608	**PROJECT NAME**	Route 66 & Ponderosa Landscape
FILE NO.	03-24002	**PROJECT MANAGER**	Dave Nixon
CONTRACTOR / CONSULTANT	Kinney Construction, LLC		

PROJECT DESCRIPTON

The Project which seeks to beautify the South side of Route 66 at the Ponderosa Parkway intersection. The project generally consists of removals, landscaping, hardscape, FUTS fencing, Route 66 signage and a reclaimed water irrigation system. The project is located on City of Flagstaff property with a portion of work in the ADOT right-of- way on Route 66.

JUSTIFICATION FOR USE & AMOUNT

Contract Allowance Amount	$18,595.80	**Administrative Change Order Amount**	$24,794.40

Justification

Request is to provide an allowance to accommodate unanticipated and/or unforeseen issues and for quantity adjustments. Plan quantities are considered accurate but final quantities are measured during construction. The contractor must be compensated for actual quantities of work (MAG 102.3). Quantities often change because of unknown and/or necessary field changes. Without an allowance, project work may need to be suspended until an agenda item can be brought before Council for consideration and approval. An allowance will provide needed flexibility in delivery of improvements, minimizing negative impacts to the community during construction. Any additional quantities needed do become an asset of the City and any unused fund allocation is returned to the program fund.

COST / BUDGET / FUNDING SOURCE ANALYSIS

Contract Allowance Amount	$18,595.80	**Administrative Change Order Amount**	$24,794.40

Justification

Allowance request is 7.5% of the total contract value of $247,944.00 from Kinney Construction, LLC. and Change Order Amount is 10% of the $247,944.00 from Kinney Construction, LLC. Adequate funding is in the FY25/26 authorized budget in the amount of $655,227.00. The budget accommodates construction estimated cost, permitting and testing and inspection.

APPROVALS

Project Manager		Dave Nixon	04/14/2026
Section Head		Trevor Henry	4/15/26
Division Head	Paul Mood 2026.04.14 15:11:32 -07'00'	Paul Mood	04/14/2026
	Signature		Date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Geneva Lanzetta, Capital Improvements Project Manager

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval of Contract: Construction Contract with J. Banicki Construction, Inc. for the Highway 89 Smokerise Intersection Rebuild ("the Project") in the amount of $1,064,129.25.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with J. Banicki Construction, Inc. ("Contractor") in the amount of $1,064,129.25 with a contract duration of 300 calendar days;
2. Approve a contract allowance of $53,206.46, which is 5% of the lowest responsive bid;
3. Approve Administrative Change Order Authority to the City Manager in the amount of $106,412.92, which is 10% of the lowest responsive bid; and
4. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The recommended Construction Contract with J. Banicki Construction, Inc. will authorize the Contractor to provide construction services for the Highway 89 and Smokerise Rebuild Project. The Project is located at the intersection of Smokerise Drive and Highway 89, with a bid alternate location at the intersection of Country Club Drive and Nestle Purina Avenue. Work at Smokerise Drive includes complete signal replacement, median realignment, curb ramps, signing, and striping. Work at Nestle Purina Avenue will include one signal pole replacement and related work.

Financial Impact:

The Project is funded by Proposition 419 Street Operations Fund. The total budget appropriation is $1,348,000.00 (includes FY2025-26 estimate and FY2026-27 proposed budget). This total project budget accommodates construction administration, permitting, construction, testing and inspection, and Capital Improvements project management costs.

Policy Impact:

No impact.

Previous Council Decision or Community Discussion:

The Council has previously approved the FY2025-26 Capital Improvements 5-year Plan and authorized the FY2025-26 budget for this Project.

Options and Alternatives to Recommended Action:

1. Approve the Construction Contract as recommended. Approval will allow work on the project to proceed without delay; or
2. Reject all bids. This action would delay the Project. If rejection occurs, possible options include:
   a. Evaluate other procurement options for the Project; or
   b. Suspend or cancel the Project.

Background and History:
The intersection of Highway 89 and Smokerise Drive has long presented operational and safety challenges due to its existing geometric configuration. The current layout restricts a driver's ability to clearly see oncoming traffic when attempting to make left-turn movements from Highway 89 in both directions. The limited sight distance has contributed to multiple recorded collisions at the intersection, underscoring a persistent safety concern for motorists. The intersection is currently American with Disabilities Act (ADA) non-compliant in several areas. The existing curb ramps are deficient, the existing push buttons are misplaced and too far from existing ramps, the east leg lacks push buttons and pedestrian signals, and the north leg pedestrian crossing does not exist. The planned improvements will realign the intersection to correct these deficiencies, improve sight lines, support safer and more predictable turning movements, correct ADA deficiencies, and bring it into conformance with established engineering guidance and available resources.

In addition to the Smokerise Drive improvements, the project also includes upgrades at the Country Club Drive and Nestle Purina Avenue intersection. Under current conditions, the southbound traffic signal mast arm is vulnerable to being struck by vehicles due to insufficient vertical clearance. These strikes not only damage infrastructure but also pose risks to motorists and create avoidable maintenance burdens. The project will replace and update the existing traffic signal pole and mast arm to achieve standard Federal Highways Administration vertical clearance.

The Purchasing Section posted an Invitation for Bid solicitation for construction on March 10, 2026, on the OpenGov.com website and advertised March 17, 2026, and March 28, 2026, in the Arizona Daily Sun. There were six (6) firms that submitted one (1) bid, received on the opening date, April 10, 2026. After reviewing all bids received, staff determined that J. Banicki Construction, Inc., was the lowest responsive and responsible bidder.

Banicki: $1,064,129.25
Mountain High: $1,091,813.00
Jud Co.: $1,383,201.30
Ames: $1,444,641.00
Granite: $1,595,159.00
Combs: $1,598,810.00

Community Benefits and Considerations:
These improvements will enhance pedestrian and driver safety, reduce crash risk, and support a more reliable transportation network for the surrounding community and businesses.

Connection to PBB Priorities and Objectives:
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.

Connection to Regional Plan:
Goal T.1. Improve mobility and access throughout the region.
Goal T.2. Improve transportation safety and efficiency for all modes.

Connection to Carbon Neutrality Plan:
Not applicable.

Connection to 10-Year Housing Plan:
Not applicable.

Connection to Division Specific Plan:
Active Transportation Master Plan --
Goal: design and build transportation infrastructure that is appropriate for the context of the corridor, neighborhood, or district where it is located.
Policy 4.2: Conduct roadway safety audits or assessments at locations identified as having high volumes or high rates of crashes.

The Highway 89 and Smokerise intersection has been identified in the City's Annual Crash Report as a high crash location warranting further investigation.

Attachments: J. Banicki Construction Contract Highway 89
Context Map
Vicinity Map
Contract Allowance and Change Order Justification

CONSTRUCTION CONTRACT # 2026-144

City of Flagstaff, Arizona
and
J Banicki Construction Inc

This 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 J Banicki Construction Inc, an Arizona C Corporation ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain 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 **Highway 89 and Smokerise Rebuild Project** ("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 Solicitation Documents, 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	Exhibit A
2.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B
2.3	Bid Schedule	Exhibit C

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 million sixty-four thousand one hundred twenty-nine dollars and twenty-five cents ($1,064,129.25)** to Contractor for work and materials provided in accordance with the exhibits attached hereto, 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 City Engineer shall have the right to finally determine the amount due to Contractor;

3.3 As authorized by A.R.S. § 34-221, progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

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 **three hundred sixty five (365) 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 Abram
President
J Banicki Construction
4720 E Cotton Gin Loop Suite 240
Phoenix, Az 85040
MAbraham@Banicki.com

With a Copy to:
Geneva Lanzetta, EIT
Project Manager
Capital Improvements
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ, 86001
geneva.lanzetta@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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Force Majeure.

30.1 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.

30.2 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.

30.3 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.

31. 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.

32. 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.

33. 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.

34. 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	**Contractor**
Greg Clifton, City Manager	Signature
Attest:	Printed Name
City Clerk	Title
Approved as to form:	
City Attorney	

Last Updated March 26, 2024

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Highway 89 and Smokerise Rebuild Project
PROJECT NUMBER: 03-25009 & ST3613 **BID NUMBER:** 2026-144

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 March 26, 2024

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Highway 89 and Smokerise Rebuild Project
PROJECT NUMBER: 03-25009 & ST3613 **BID NUMBER:** 2026-144

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 March 26, 2024

Exhibit A

SPECIAL PROVISIONS

City of Flagstaff, Arizona

Hwy 89 and Smokerise Rebuild

City of Flagstaff Project Number: 03-25009 & ST3613

January 2026

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MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2026 REVISION TO THE 2025 EDITION, CITY OF FLAGSTAFF GENERAL PROVISIONS, AND CITY OF FLAGSTAFF ENGINEERING STANDARDS (INCLUDING THE CITY OF FLAGSTAFF AMENDMENTS TO MAG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION) ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 GENERAL CONDITIONS

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.6 SUBCONTRACTORS LIST:

(Revise to include the following)

The Contractor shall submit a subcontractor list to the City with the proposal pamphlet. It shall include the list of anticipated subcontractors and the dollar amount and percentage of contract work that each subcontractor will perform.

SECTION 104 – SCOPE OF WORK

104.1.1 General:

(Revise to include the following)

The Highway 89 and Smokerise Rebuild project is located at the intersection of Smokerise Drive and Highway 89, with a bid alternate location at the intersection of Country Club Drive and Nestle Purina Avenue. Work at Smokerise Drive includes complete signal replacement, median realignment, curb ramps, signing, and striping. Work at Nestle Purina Avenue will include a complete signal replacement and related work as shown on the engineering plans.

Pre-Construction Video

The Contractor shall record and provide the City with a pre-construction video (in readable format) of the full construction area prior to mobilization, paying special attention to the private property boundaries, private improvements, and adequately documenting the existing conditions within the project corridor. This video will serve as a record of pre-existing conditions, and it is in the best interest of the Contractor to record a thorough document for the record.

104.1.2 Maintenance of Traffic:

(Revise to include the following)

Prior to the Notice to Proceed, the Contractor shall furnish the City a Traffic Control Plan for the project that includes all traffic control for street/lane closures, work phasing, closure times, detours, etc. A Right of Way Permit will not be issued until the Traffic Control Plan is approved by the City.

Access to all residential driveways shall be provided during non-working hours. Where 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 a private property, business, school, driveway, or alley entrance, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary access cannot be restored, the Contractor shall provide an alternative,

which will be coordinated with the resident and pre-approved by the City's Project Manager prior to any restrictions being implements. Existing pedestrian and bicycle facilities shall be continued and signed through or around the construction zone.

All full street closures will require the approval of the City and involve adequate re-routing (as approved by the City Traffic Engineer), notification of media, notification of residents and businesses in the project area and along the proposed route, and adequate temporary signage/signals. All street restrictions or closures must be coordinated with emergency responders.

The Contractor shall be required to provide no less than one (1) week advance written notice of all street closures and traffic restrictions to all affected property owners, business owners, and residents, including those properties on a detour route. The notice shall be submitted to the City for review and shall include the projected date, and duration of the closure and alternate detour routes. Each notice shall include the Contractor's name, contact person and local 24-hour telephone number, as well as the City Project Manager's name and telephone number.

Construction Schedule/Phasing Plan:
A detailed Construction Schedule/Phasing Plan must accompany the Traffic Control Plan submitted to the City. This phasing plan must show the schedule, duration, and location of all construction items and activities daily throughout completion of the project. The phasing plan must coordinate with the Traffic Control Plan and show closures, reroutes, and lane restrictions, if applicable.

The contractor will be required to present the plans to the City within seven (7) days of Notification of Award. The City's Project Manager shall promptly review the plans and either approve them or provide a written list of the items that will require revision. The Contractor shall submit the corrected construction schedule and traffic control plan within seven (7) calendar days of receiving the City's list of required revisions. The corrected phasing plan shall address all comments from the City's list of required revisions. Weather days per Special Provision 108.7 shall be included in the phasing plan schedule.

The Contractor must maintain the approved schedule/phasing plan and provide necessary equipment, materials, and labor to do so to meet the approved construction duration.

Special Access Requirements:

Traffic Safety:
At the time of the pre-construction conference, the Contractor shall designate an employee who is qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. This person shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. Traffic control shall include pedestrian, bicycle, and vehicular traffic.

Sanitation Pickup:
Regular residential sanitation pickup and dumpster pick up varies from location to location; coordinate with the City's Public Works Division and the property owners for pick-up days. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is

acceptable. The Solid Waste Division of the Public Works Department contact number is (928)213-2110. The contact number for Waste Management is (928)779-6050. If trash or recycle pickup is obstructed by the construction activity, the Contractor will be responsible for proper disposal.

Bulk trash pickup occurs quarterly with the specific schedule found on the City of Flagstaff website at: https://flagstaff.az.gov/DocumentCenter/View/92540/Bulky-Post-Card-2026-

Emergency Access:
All roadway closures shall be coordinate by the Contractor with Traffic Engineering and the City's Project Manager at least one (1) week in advance of the closures. The Contractor shall submit the closure of approval to the Traffic Engineer, copy the information to the City's Project Manager, and forward the street closure information to the Fire Department, Police Department, and Emergency Medication Services after approval.

US Postal Service Access:
The Contractor shall be responsible for always maintaining access for postal service within the project area. The Contractor shall coordinate this work to avoid interruption of main service. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox, including post and foundation, at no cost to the resident or the City.

The Contractor shall maintain mailboxes so that no disruption of mail service shall occur. If mail disruption is anticipated, the Contractor shall notify the City's Project Manager, Inspector, affected property owner, and/or resident(s) at least 48 hours in advance.

104.2 ALTERATION OF THE WORK

104.2.3 Due to Extra Work:
(Revise to include the following)

At the pre-construction meeting, the Contractor will submit for review and approval of equipment and personnel rates that will be used to determine compensation for all extra work performed. These rates will be used when determining the cost of extra work if bid unit line-item prices are not practical. Profit, taxes, and markup for all extra work will be in accordance with the appropriate MAG sections if bid unit line-item prices are not used.

SECTION 105 – CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS:
(Revise as follows)

The Contractor shall submit one electronic and hard copies as required of each shop drawing, product data, or mix design to the City for review. Only materials to be used on this specific construction project shall be submitted.

The Contractor shall review and stamp all shop drawings and product data for conformance with the construction documents prior to submission. Any shop drawings or product data not reviewed and stamped by the Contractor will be returned without review. Items not in accordance with the contract drawings shall be so noted upon the Contractor's review.

Any shop drawing not checked and initialed by the supplier/detailer prior to submitting for engineering review will be returned without review. Any changes from the original drawings shall be noted by the submitting party. Any changes not called out shall be considered not in accordance with the contract documents unless specifically noted otherwise.

Shope drawing shall not replace the contract drawings. Items omitted or shown incorrectly and not noted by the reviewer are not to be considered changes to the contract drawings. Reviewing is intended as an aid to the Contractor in obtaining correct shop drawings. It is the Contractor's responsibility to assure that items are constructed in accordance with the contract drawings. Any engineering design performed by others and submitted for review shall bear a seal of an engineer registered in the appropriate jurisdiction and discipline. The adequacy of designs and layouts performed by others rests with the designing or submitting party.

105.2.1 Record Drawing (As-Built Plans):
(New section)

The Contractor shall be required to provide a record drawing (as built) set of construction plans that fully describes work that deviated from the approved contract documents. The redlined plan set will be reviewed at each weekly meeting with the City's Project Manager and the Engineer to assure that all deviations from the plans are being noted. The redlined plan set needs to be legible and contain accurate information.

The Contractor is responsible for preparing sealed record drawings at the concluding of the project. The record drawings shall be completed per Section 13-06-002-0008 of the City of Flagstaff Engineering Standards and the attached City of Flagstaff As-built checklist, Exhibit D. They shall be sealed by a registered Civil Engineer in the State of Arizona and approved by the City.

105.5 COOPERATION OF CONTRACTOR:
(Review to include the following)

The Contractor's Project Manager and Project Superintendent shall attend weekly construction progress meetings. The Contractor shall be prepared to discuss construction schedule, construction activities planned for the upcoming two (2) weeks (submit proposed two (2) week schedule), problems, issues, any information required by the City's Project Representative, construction staking, business/residence/citizen complaints, safety, traffic control and pedestrian access requirements, weather delays experienced during the previous week, disposal of materials, access/construction coordination with businesses/residences, inspection/testing, overtime worked during the previous week, payments, water/sewer service disruption, submittals, field orders/field changes, and any other business as necessary. The Contractor may need to prepared meeting agendas and meeting minutes if required by the City's Project Representative. If required, minutes shall be distributed within four (4) working days after the meeting.

Public Involvement
At the time of the Pre-construction Conference, the Contractor shall designate an employee that is fully responsible for coordination with the public, including but not limited to: the property owners, renters, leasers, public media, the City of Flagstaff Public Information Officer, and Mayor/Council. This person shall be qualified and experienced in public coordination and shall be available during all periods of construction to coordinate any issues.

105.6 COOPERATION WITH UTILITIES:
(Revise to include the following)

Existing utilities have been shown on the plans to the greatest extent possible, but there is no guarantee that all utility conflicts have been identified. The Contractor shall notify all Franchise Utility Companies of the Contractor's intent to begin work. In particular, the Contractor shall make use of the Blue Stake service by calling 1-800-STAKE-IT at least 2 working days before beginning work. The Contractor shall exercise all care to avoid damaging utilities whether shown on the plans, staked in the field, or not.

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(Revise to include the following)

Unless noted otherwise in the contract documents, the Contractor shall layout the work from the lines, grades, and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. The Contractor shall provide all construction staking necessary for the project based upon control points shown on the plans or provided by the Engineer. The Contractor shall provide appropriate identification and verification of furnished control points prior to commencing survey. The Contractor shall immediately notify the City in writing of any dimension or grade errors, before proceeding with the work.

105.12 MAINTENANCE DURING CONSTRUCTION:
(Revise to include the following)

The Contractor is required to protect work during inclement weather. Construction drains shall be provided as needed to enable water to drain from the construction area rapidly and without damaging work in progress or adjacent properties. The Contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both work and non-working hours.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.2 PERMITS:
(Revise to include the following)

The Contractor shall be required to obtain City and other required permits. The Contractor is required to supply their own construction staging yard and comply with the requirements of the Temporary Use Permit.

The Contractor shall make arrangements for and provide all necessary water for their construction operation at their own expense.

Erosion Protection and Site Restoration
The Contractor shall use best management practices (BMP) in controlling stormwater runoff during construction. The Contractor shall develop a Stormwater Pollution Prevention Plan (SWPPP) and maintain a SWPPP inspection and maintenance binder that is to be kept on site during construction.

Measurement and Payment
Measurement shall include all items required to comply with the requirements of the AZPDES permit program and City of Flagstaff requirements. The cost for obtaining and complying with

the AZPDES permit, inspection documentation, erosion control devices, and all work associated with stormwater protection shall be included in the pay item for SWPPP.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
(Revise to include the following)

Prior to construction commencing, the Contractor shall prepare a video recording of the project area that adequately shows each private property within the project corridor to document existing conditions. A copy of this video shall be provided to the City in a viewable format.
The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible.

Survey monuments and property corners shall be protected and not disturbed unless specifically called out on the plans for replacements. All costs associated with protecting or re-establishing disturbed survey monuments and property corners shall be borne solely by the Contractor.
The Contractor is responsible for removing existing improvements specified on the plans and salvaging items for relocation after the public improvements are finished. The Contractor is responsible for replacing materials in like kind. All cost shall be included in the bid as incidental to the work.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:
(Revise to include the following)

The Contractor is responsible for providing written notification to each affected resident at least 48 hours prior to any disruption to water or sewer service in the construction area. The notice must include the exact time of the disruption of service and the expected duration of the loss of service. The Contractor shall schedule shut offs as to minimize disruption to the public.

The Contractor shall protect existing water, sewer, and gas service lines where the proposed work crosses individual service lines. Not all service lines are shown on the plans, and it is the Contractor's responsibility to determine their location in the field at the beginning of the project. Protection or repair of existing service lines not in conflict with the work is considered incidental. In the event that there is a physical conflict between an existing service line and the proposed work, the Contractor shall immediately notify the City of the conflict. The City's Project Manager will determine how the conflict will be resolved. Any extra work required because of an unforeseen service conflict will be ordered and paid for in accordance with the City of Flagstaff Amendments to MAG Standard Specifications Section 104.2.3.

Locations of underground utilities shown on the plans are to be regarded as approximate only. Conflicts may still exist that are not noted on the plans. The Contractor is required to locate all utility conflicts before work is started in the area.

If determined necessary, the Contractor shall coordinate utility relocations with the appropriate utility franchise and provide sufficient time for response prior to construction of proposed improvements (6 weeks minimum).

Utility company contacts are list below:

Arizona Public Service	Jonathan Dufek	(928)220-5709
Lumen	Manny Hernandez	(928)779-4935
Unisource	Martin Conboy	(928)226-2269
Optimum/Altice	Jason Quinlan	(928)202-6237
AT&T	Joe Forkert	(714)963-7964

The Contractor is responsible for locating and coordinating all utility conflicts/relocations in a timely manner as to not delay construction work. Coordination shall include, but not be limited to, direct contact and coordination with all public and private utilities, potholing, survey staking of new improvements, coordination between separate utilities, coordination between sub-contractors and utilities.

SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(Revise to include the following)

The Contractor is required to submit a revised master schedule with each monthly pay request. The Contractor shall be prepared to shift work areas and/or work clean up, etc. to reduce any standby time due to conflicts.

108.5 LIMINATION OF OPERATIONS:
(Revise to include the following)

Work on Saturdays will be permitted, as necessary, as approved by the City's Inspection Supervisor. Seventy-two (72) hours advance notice will be required. Work on Sundays and legal City holidays will not be permitted except in emergencies.

SECTION 109 – MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:
(Replace the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

109.4 COMPENSATION FOR ALTERATION OF WORK:
(Revise to include the following)

Allowance and Contingency items will only be paid if explicitly authorized in writing by the City's Project Manager. There is no guarantee for Allowance or Contingency items to be paid in full regardless of the Contractor's bid including a total amount and the quantity is an estimate for the items that may or may not be encountered.

PART 200 – EARTHWORK

SECTION 205 – ROADWAY EXCAVATION

205.5 SLOPES:
(Revise to include the following)

Grading limits and slope construction need to be smooth transitions without rocks, drop offs, or other obstructions. Tolerance on slope matchup is 0.1 FT.

PART 300 – STREETS AND RELATED WORK

SECTION 301 – SUGRADE PREPARATION

301.2 PREPARATION OF SUBGRADE:
(Revise to include the following)

The subgrade shall be scarified and loosened to a depth of 9 inches, moisture conditioned to optimum (±2 percent) and compacted to at least 95 percent of the maximum dry density as determined by ASTM D-698. The subgrade should be proof rolled with a heavy rubber-tired vehicle such as a loaded water truck to locate unstable areas per MAG 301.

301.4 SUBGRADE TOLERANCES:
(Revise to read)

Subgrade upon which pavement, sidewalk, curb and gutter, driveways, or other structures are to be directly placed shall not vary more than ¼ inch from the specified grade and cross-section. Subgrade upon which sub-base or base material is to be placed shall not vary more than ¼ inch from the specified grade and cross-section. Variations within the above specified tolerances shall be compensating so that the average grade and cross-section specified are met.

SECTION 310 – PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION:
(Add to the end of this section)

Cinders are not suitable base material and shall be removed from the roadway base. Removal of cinders is incidental to construction.

The Contractor may use crushed/milled asphalt concrete for roadway base course material if it complies with the City of Flagstaff, ADOT, and MAG 702 specifications. The Contractor is required to provide testing data to the City on each batch of processed material and as requested by the City to assure consistent quality.

310.2 PLACEMENT AND CONSTRUCTION:
(Revise to include the following)

All curb and gutter, sidewalk, driveways, and sidewalk ramps shall be constructed on a minimum 3 inches of aggregate base course (ABC).

310.5 PAYMENT:
(Revise to include the following)

No separate payment will be made for base material. The cost thereof shall be included in the appropriate bid item for which an aggregate base is required.

SECTION 321 – PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.1 DESCRIPTION:

The work under this section shall be in accordance with Section 321 of the MAG Standard Specifications and the City of Flagstaff addendum to the MAG Specifications.

321.2 MATERIALS AND MANUFACTURE:
(Revise to include the following)

The asphalt type shall be a ¾" mix and approved by the City of Flagstaff.

SECTION 329 – TACK COAT

329.7 PAYMENT:
(Replace with the following)

No separate payment shall be made for Tack Coat. Payment for Tack Coat is incidental to the cost of the asphalt pavement section construction.

SECTION 340 – CONCRETE CURB, GUTTER, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.1 DESCIRPTION:
(Revise to read)

The various types of concrete curb, gutter, sidewalk, sidewalk ramps, driveways, and alley entrances shall be constructed to the dimensions indicated on the plans and MAG Standard Details with all applicable modifications as per the City of Flagstaff Standard Details as referenced on the plans.

All curb and gutter, sidewalk, driveways, and sidewalk ramps shall be constructed on a minimum of three (3) inches of aggregate base course (ABC). The ABC shall be compacted to 95% relative density.

Unless otherwise noted for removal and replacement, the Contractor shall protect all curb and gutter that is to remain in place. Removals outside the plan limits not approved by the Owner shall be replaced at the Contractor's expense.

340.2.1 Detectable Warnings:
(Revise to include the following)

All detectable warning devices used on the project shall be cast iron uncoated, in accordance with City of Flagstaff Engineering Detail 10-10-043. City approved manufacturers are East Jordan Iron Works and Neenah Foundry Co. The Contractor shall submit shop drawings for

approval prior to installation from East Jordan Iron Works, Neenah Foundry Co, or approved equal.

340.3.7 Form Removal and Finishing:
(Revise to include the following)

In accordance with Section 107.10, the Contractor is responsible for protecting the finish surface of concrete by keeping footprints, names, etc., from becoming part of the finished product. This may require special scheduling of materials, delivery and/or manpower. All defaced concrete will be replaced by the Contractor at no extra cost to the City. Patching is not acceptable.

340.5 MEASUREMENT:
(Revise to include the following)

Measurement of sidewalk ramps includes the ramp, wings, and curb along the back of the ramp, if required.
Measurement for work under this Section shall be in accordance with Section 340 of the MAG Standard Specifications. Measurement for all Curb & Gutter types, sidewalks, driveways, and driveway matchups include all work necessary for a complete installation, including ABC material.

340.6 PAYMENT:
(Revise to include the following)

No direct payments will be made for the aggregate base course. All costs associate with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant.

The cost of detectable warnings is included in the cost of the construction of the new sidewalk ramp.

SECTION 345 – ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION:
(Modify to add)

The Contractor is cautioned that only straight, centered (relative to adjustment pavement or concrete) valve boxes that conform to City Detail 09-03-060 will be acceptable. The Engineer will provide the Contractor with necessary directions for the appropriate adjustment or replacement of each valve box and cover.

At all water valve locations where, existing valves are to remain in service, the entire valve box and cover shall be excavated, removed, and replaced with a new complete valve box and cover as well as the adjustment to grade. The water valve box and covers that require removal and replacement shall be excavated and installed prior to paving or overlay. Final adjustments shall be made after completion of final surfacing.

SECTION 350 – REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION:

The work under this section shall be in accordance with Section 350 of the MAG Standard Specifications and as modified herein. This work includes removal or all existing improvements within the Construction Limits shown on the plans.

Asphalt and concrete shall be sawcut at the construction limit. For asphalt and concrete driveway matchups, the sawcut shall be a straight line.

Some of the removal limits may be at existing joints that are not uniform and clean. If this is the case, the Contractor shall shift the match line 6 inches past the joint and sawcut the curb to create a uniform edge. Contractor to document the adjusted stationing of the removal limits on the redlined as-built drawings. Expansion joints will be placed at all connections between existing and proposed concrete.

PART 400 – RIGHT OF WAY TRAFFIC CONTROL

SECTION 401 – TRAFFIC CONTROL

401.1 DESCRIPTION:

(Revise City of Flagstaff General Provisions to include the following)

At all times, the Contractor shall conduct the construction activities to safeguard pedestrians and vehicular access in the vicinity of the project. All holes and trenches left open overnight shall be surround by Type II barricades and Type A flashing warning lights, connected by warning tape or rope, as directed by the Engineer. The Contractor shall provide plywood coverings, traffic panels, or some other protection over holes to satisfy the Engineer. There will be no direct measurement or additional payment for providing covering or the warning tape, Type II barricades, or rope, the costs being considered as included in the original cost of the contract.

For all streets, the Contractor shall at a minimum allow for local traffic into and through the project site when practical. Flagmen shall be placed at either end of the project as necessary.

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.

The City shall provide snow removal operations on active traffic lanes, outside of Contractor traffic control, only. All other snow removal and maintenance operations shall be the responsibility of the

Contractor, including snow removal on adjacent, open and active streets that are only accessible by travel through project-related street closures, even when outside of project limits. All costs associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary and permanent surface improvements due to damage by any snow removal operations. Snow removed from public roads or easements shall be placed and shaped to cause the least possible interference to public travel, parcel access, drainage, and parking. In no event shall snow be stored on 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, outside of Contractor traffic control, only. All other snow removal and maintenance operations shall be the responsibility of the Contractor, including snow removal on adjacent, open and active streets that are only accessible by travel through project-related street closures, even when outside of project limits. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary and permanent surface improvements due to damage from normal wear by any snow removal operations during the Winter Shutdown. Snow removed from public roads or easements shall be placed and shaped to cause the least possible interference to public travel, parcel access, drainage, and parking. In no event shall snow be stored on private property.

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

EXHIBIT C - BID SCHEDULE

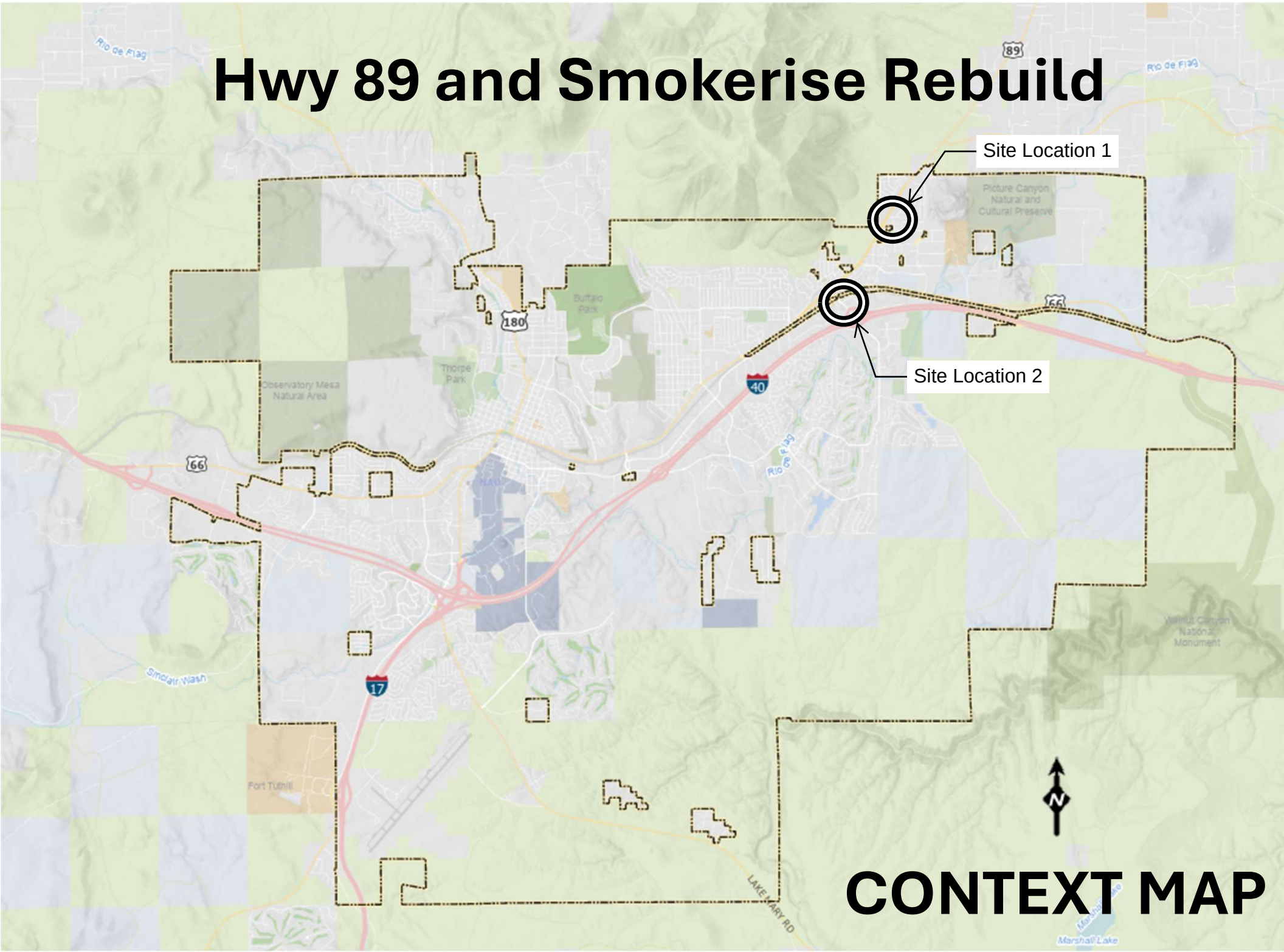
Bid Schedule
Hwy 89 and Smokerise Dr Signal Rebuild Design Project ST3613

Item No.	Item Description	Quantity	Unit	Unit Price	Total
	US89A & SMOKERISE DR				
	REMOVALS				
	Sawcut and Remove Existing Bituminous Pavement (2' Min.)	1420	SF	10.00	14,200.00
	Remove Existing Curb and Gutter	710	LF	15.00	10,650.00
	Remove Existing Concrete Sidewalk	650	SF	10.00	6,500.00
	Remove Existing Trees, Bushes, and Stumps	13	EA	650.00	8,450.00
	Remove and Salvage Existing Traffic Signal Poles, Vehicle and Pedestrian Heads, and Luminaries	4	EA	2,400.00	9,600.00
	Remove and Salvage Traffic Signal Controller Equipment and Foundation, Relocate Traffic Signal Controller Cabinet	1	EA	5,500.00	5,500.00
	Remove Existing Traffic Signal Pullbox and Conductors. Abandon Existing Underground Conduit	1	LS	1,700.00	1,700.00
	Remove Conflicting Pavement Markings	1	LS	5,000.00	5,000.00
	GENERAL CONDITIONS				
100.2	Mobilization, Demobilization	1	LS	42,750.00	42,750.00
100.3	Construction Staking Lines and Grades	1	LS	8,500.00	8,500.00
	EARTHWORK				
200.1	Clearing and Grubbing	1	LS	5,000.00	5,000.00
200.2	Roadway Excavation	5500	SF	3.50	19,250.00
	STREETS AND RELATED WORK				
300.1	Subgrade Preparation	610	SY	15.00	9,150.00
300.2	6" Aggregate Base Course	415	Ton	83.00	34,445.00
300.3	3" and 5" Asphalt Concrete Pavement	415	Ton	201.00	83,415.00
300.4	Vertical Curb and Gutter	710	LF	75.00	53,250.00
300.5	Concrete Sidewalk	650	SF	25.00	16,250.00
300.6	Radial Curb Ramp	4	EA	6,030.00	24,120.00
300.7	Adjusting Frames, Covers and Valve Boxes, MAG STD DTL 391-1	1	EA	2,245.00	2,245.00
	RIGHT-OF-WAY AND TRAFFIC CONTROL				
400.1	Traffic Control	1	LS	41,000.00	41,000.00
400.2	Dual Component Pavement Symbol (Left Turn Arrow)	4	EA	445.00	1,780.00
400.3	Dual Component 18" Solid White STOP bar	100	LF	6.60	660.00

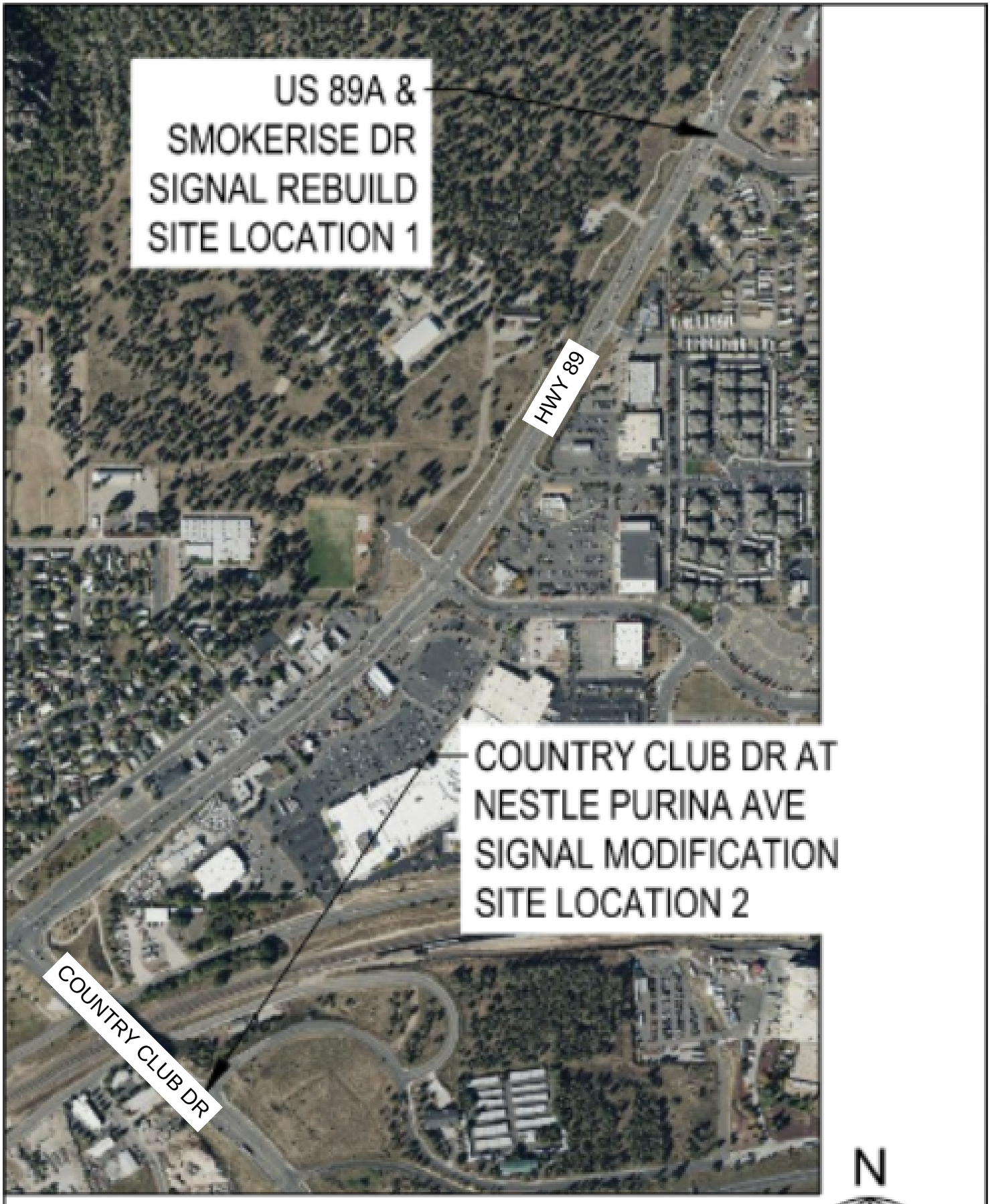
400.4	6" Solid Single Yellow Traffic Paint Stripe	440	LF	0.40	176.00
400.5	12" Double Yellow "No Passing" traffic paint	75	LF	0.85	63.75
400.6	High Visibility Crosswalk	150	LF	16.50	2,475.00
400.7	6" Solid White Mini Skip Stripe	110	LF	0.70	77.00
400.8	6" Solid White Single Paint Stripe	135	LF	0.70	94.50
400.9	12" Solid White Single Paint Stripe	480	LF	1.30	624.00
400.10	Traffic Sign Panel R4-7 Keep Right, 24" x 30" including Sign Post and Foundation	2	EA	500.00	1,000.00
400.11	Traffic Sign Panel OM3-R Object Marker, 12" x 36"	2	EA	500.00	1,000.00
400.12	Traffic Sign Panel R10-12 (MOD) Left Turn Yield on Flashing Yellow Arrow, 30" x 36", with Mounting Brackets	4	EA	500.00	2,000.00
400.13	Traffic Sign Panel Street Name Signs with Mounting Brackets	4	EA	275.00	1,100.00
	OTHER CONSTRUCTION				
800.1	Overhead Temporary Traffic Signal Operations	1	LS	50,000.00	50,000.00
800.2	Type A-10 Pole, Complete	1	EA	5,000.00	5,000.00
800.3	Type QL Pole, Complete	2	EA	21,000.00	42,000.00
800.4	Type 25-QL Pole, Complete	1	EA	39,000.00	39,000.00
800.5	Type 40-QL Pole, Complete	2	EA	41,000.00	82,000.00
800.6	Type 55 -RL Pole, Complete	2	EA	57,350.00	114,700.00
800.7	Electrical Service with UPS and #8 AWG Service Wire	1	LS	22,000.00	22,000.00
800.8	Controller Systems Complete (New Cabinet)	1	LS	135,000.00	135,000.00
800.9	No 7 Pull Boxes	5	EA	995.00	4,975.00
800.10	No 7E Pull Boxes	1	EA	1,300.00	1,300.00
800.11	Conduit 3" (Open Cut)	150	LF	87.00	13,050.00
800.12	Conduit 3" (Bore and Jack)	615	LF	77.00	47,355.00
800.13	IMSA 19-1 #14 AWG, Conductor Cable (4 Conductor)	1100	LF	4.00	4,400.00
800.14	IMSA 19-1 #14 AWG, Conductor Cable (7 Conductor)	940	LF	4.00	3,760.00
800.15	IMSA 19-1 #14 AWG Conductor Cable (20 Conductor)	1000	LF	9.00	9,000.00
800.16	CCTV Axis P5654-E MKII PTZ 60 HZ Camera with Pole Mount Stand Off	1	EA	4,900.00	4,900.00
800.17	Soil Erosion and Environmental Control Measures	1	LS	4,500.00	4,500.00
800.18	As-built Survey and Plan Submittal	1	LS	6,800.00	6,800.00
				CONSTRUCTION SUBTOTAL	$1,001,765.25

	BID ADD 1 - COUNTRY CLUB & NESTLE PURINA				
	GENERAL CONDITIONS				
100.2	Mobilization, Bonds, Insurance, Demobilization	1	LS	5,750.00	5,750.00
100.3	Construction Staking Lines and Grades	1	LS	50.00	50.00
	EARTHWORK				
200.1	Clearing and Grubbing	1	LS	1,500.00	1,500.00
	STREETS AND RELATED WORK				
300.8	Removal of Existing Improvements	1	LS	9,200.00	9,200.00
	RIGHT-OF-WAY AND TRAFFIC CONTROL				
400.1	Traffic Control	1	LS	18,400.00	18,400.00
400.12	Traffic Sign Panel R10-12 (MOD) Left Turn Yield on Flashing Yellow Arrow, 30" x 36", with Mounting Brackets	1	EA	400.00	400.00
400.13	Traffic Sign Panel Street Name Signs with Mounting Brackets	1	EA	575.00	575.00
	OTHER CONSTRUCTION				
800.5	Type 50 -RL Pole, Complete	1	EA	17,100.00	17,100.00
800.7	#8 AWG Signal Common	15	LF	6.90	103.50
800.13	IMSA 19-1 #14 AWG, Conductor Cable (4 Conductor)	510	LF	4.60	2,346.00
800.14	IMSA 19-1 #14 AWG, Conductor Cable (7 Conductor)	70	LF	13.80	966.00
800.16	CCTV Axis P5654-E MKII PTZ 60 HZ Camera with Pole Mount Stand Off	1	EA	5,090.00	5,090.00
800.17	Soil Erosion and Environmental Control Measures	1	LS	833.50	833.50
800.18	As-built Survey and Plan Submittal	1	LS	50.00	50.00
				BID ADD 1 TOTAL	$62,364.00
				BID ADD 1 + BASE CONSTRUCTION	$1,064,129.25

Hwy 89 and Smokerise Rebuild



CONTEXT MAP



HWY 89 AND SMOKERISE REBUILD

VICINITY MAP

NOT TO SCALE

CITY OF FLAGSTAFF

CONTRACT SUPPLEMENTARY JUSTIFICATION

☒ **CONTRACT ALLOWANCE**

☒ **ADMINISTRATIVE CHANGE ORDER**

PROJECT NO.	ST3613	**PROJECT NAME**	Hwy 89 and Smokerise Rebuild
FILE NO.	03-25009	**PROJECT MANAGER**	Geneva Lanzetta
CONTRACTOR / CONSULTANT	J. Banicki Construction, Inc.		

PROJECT DESCRIPTON

The Project is located at the intersection of Smokerise Drive and Highway 89, with a bid alternate location at the intersection of Country Club Drive and Nestle Purina Avenue. Work at Smokerise Drive includes complete signal replacement, median realignment, curb ramps, signing, and striping. Work at Nestle Purina Avenue will include one signal pole replacement and related work.

JUSTIFICATION FOR USE & AMOUNT

Contract Allowance Amount	$ 53,206.46 (5% of Lowest Bid)	**Administrative Change Order Amount**	$ 106,412.92 (10% of Lowest Bid)

Justification

Request is to provide an allowance to accommodate unanticipated and/or unforeseen issues and for quantity adjustments. Plan quantities are considered accurate but final quantities are measured during construction. The contractor must be compensated for actual quantities of work (MAG 102.3). Quantities often change because of unknown and/or necessary field changes. Without an allowance, project work may need to be suspended until an agenda item can be brought before Council for consideration and approval. An allowance will provide needed flexibility in delivery of improvements, minimizing negative impacts to the community during construction. Any additional quantities needed do become an asset of the City and any unused fund allocation is returned to the program fund.

COST / BUDGET / FUNDING SOURCE ANALYSIS

Contract Allowance Amount	$ 53,206.46 (5%)	**Administrative Change Order Amount**	$ 106,412.92 (10%)

Justification

Allowance request is 5% of the lowest bid of $1,064,129.25 from J. Banicki Construction, Inc. and Change Order Amount is 10% of the $1,064,129.25 amount from J. Banicki Construction, Inc. Adequate funding is available in FY26 and pending approval in the FY27 authorized budget for a total of $1,348,000. The budget accommodates construction administration, construction estimated costs, permitting, testing and inspection, soft costs, and Capital Improvements project management costs.

APPROVALS

Project Manager	Geneva Lanzetta	04.16.2026
Section Head		4/16/26
Division Head	Paul Mood	04/16/2026
	Signature	Date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Edward Schenk, Water Services Section Director - Stormwater

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval of Contract: Consultant Services Contract with JE Fuller Hydrology & Geomorphology, Inc for On-Call ALERT Maintenance and Software Fees in an amount not to exceed $137,000.

STAFF RECOMMENDED ACTION:

1. Approve the Consultant Services Contract with JE Fuller Hydrology & Geomorphology, Inc. for On-Call ALERT Maintenance and Software Fees in an amount of $137,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Since 2005 the City has maintained a system of rain and stream gauges (raingauges) for early flood alerts, forensic hydrology, and civil engineering. The network has grown over time due to areas of repetitive flooding, post-wildfire flood threats, increased urbanization, and an increased need for rain and stream flow information including active early alerting of neighborhoods. This contract is for both the annual maintenance of the physical gauges, the web software (JEFMAP), and the backend database (JEFDAQ). This year there is an additional need to update the radio network from the deprecated ALERT1 network to ALERT2. This need is driven by the addition of an automated floodgate at "The Wedge" detention basin and the continued use of proactive real-time flood alerts (e.g. Spruce Wash Flood Sirens). Additional tasks include adding stations in the Inner Basin to monitor water availability related to the recently repaired Inner Basin waterline and North Reservoir Water Production facility.

Financial Impact:

Project Name: Consultant Services Contract with JE Fuller Hydrology & Geomorphology, Inc. for On-Call ALERT Maintenance and Software Fees
Cost: $137,000
Account Number Budgeted:

Task 1: 206-08-331-1258-0-4290 - $6,800
Task 1: 206-08-331-1258-0-4290 - $10,800
Task 2: 206-08-331-1256-0-4237 - $43,600
Task 3: 206-08-331-1250-0-4290 - $25,000
Task 4: 206-08-331-1256-0-4290 - $10,000
Task 5: 206-08-331-1250-0-4290 - $12,500
Task 6: 206-08-331-1256-0-4290 - $28,400

Grant Funded: No
Funding Source: Stormwater Utility Fund (various programs including 1250: General Administration, 1256: Open Channel Maintenance and Watershed Health, and 1258: Flood Response)

Policy Impact:

- Continue to provide a first-class early flood alert warning network to the residents of Flagstaff.

- Continue to address climate and extreme weather resiliency for the greater Flagstaff area.
- Upgrade the existing system to allow for real-time decision making regarding the automated flood gate in The Wedge detention basin as well as Inner Basin Water Production operations.
- Continue the collection of long term climate and surface water data for adaptive management of stormwater, flood control, and water resources.

Previous Council Decision or Community Discussion:

- 1/7/2020: Consideration and Approval of Mitigation Assistance Agreement between the City of Flagstaff and Arizona Department of Emergency Management and Military Affairs for Raingauge Network Expansion.
- 6/16/2020: Consideration and Approval of a Contract with JE Fuller Hydrology & Geomorphology, Inc. for the Flood Alert Gauge Network Expansion Project in the amount of $112,800.
- 4/4/2023: Consideration and Approval of Contract for Materials and Services Contract with JE Fuller Hydrology & Geomorphology, Inc. in the amount of $61,000 for the Purchase of Flood Alert Gauges and Maintenance to be 100% Reimbursed by the State Department of Forest and Fire Management.
- 6/20/2023: Consideration and Approval of the Stormwater Strategic Plan 2028.
- 10/1/2024: Consideration and Approval of an Agreement with the USDA, Forest Service for the Spruce Wash, Wedge Detention Basin.
- 12/3/2024: Consideration and Approval of the Fifth Amendment to the Construction Manager at Risk (CMAR) Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Flood Mitigation Suite of Projects to add Guaranteed Maximum Price (GMP) 5.

Options and Alternatives to Recommended Action:

1. Approve the Consultant Service Contract with JE Fuller Hydrology & Geomorphology, Inc. in the amount of $137,000 for the On-Call ALERT Maintenance and Software; or
2. Deny portions of the Contract, in which case the system will be maintained at previous levels and enhancements such as the automated flood gate, flood sirens, and real-time Inner Basin water production operations will be unattainable; or
3. Deny the entire Contract, in which case the entire network of 30 gauges will become degraded through lack of maintenance. Both real-time and forensic data will become compromised due to failing instrumentation and degradation of radio telemetry.

Background and History:

The City of Flagstaff maintains one of the largest municipal rain and stream gauge networks in the country. The reason for the municipality to maintain such a network is due to the mountainous terrain, strong monsoon rain events, and a lack of need for Federal and State networks to provide a similar level of service (due to the lack of navigable waters and permanent water bodies). The current gauge network was started in 2005 to enhance the data needed for the Rio de Flag Flood Control Project. The system has expanded through time, utilizing State grant funding and more recently through post-wildfire needs (2010 Schultz Fire, 2019 Museum Fire, and 2022 Pipeline Fire specifically). The gauge network currently includes over 30 sites operating through radio telemetry (and, in rare cases, cellular or satellite data). The radio telemetry uses a protocol called "ALERT" developed in the 1970s. The protocol works well for small gauge networks or where data latency is acceptable. The switch to the ALERT2 protocol (mainstream since 2011) is needed as the City's network has become larger, more complex, and more sensitive to data latency (i.e. requiring a faster report out for critical operations such as the control of flood gates, flood sirens, and Inner Basin waterworks).
The Purchasing team and Stormwater team have deemed JE Fuller to be a sole source provider of these services.

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.
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: Consultant Services Contract and Exhibit

CONSULTANT SERVICES CONTRACT

Contract No. 2026-203

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

WHEREAS, the City desires to receive professional engineering services;

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

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

Scope of Work

1.1 General Description

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

1.2 Services Purchased

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

2. Term and Renewal

2.1 Contract Term

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

2.2 Renewal

The Contract may be renewed for up to one (1), six (6) month additional term by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

2.3 Unilateral Extension

The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Consultant will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation

3.1 Amount

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

3.2 Price Adjustment

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

3.3 City Council Approval May be Necessary

The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

3.4 Payment

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

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

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

4. Termination & Cancellation Clauses

4.1 Non-Appropriation

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

4.2 For Convenience

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

4.3 Conflict of Interest

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

4.4 Payment Upon Termination

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

5. Insurance

5.1 Liability

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

5.2 Professional Liability

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

5.3 Certificate of Insurance

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

6. General Indemnification

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

7. Employees and Subcontractors

7.1 Assignment/Subcontracting

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

7.2 Independent Contractor

Consultant shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

7.3 Nondiscrimination

Consultant shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

7.4 Drug Free Workplace

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

7.5 Immigration Laws

Pursuant to A.R.S. § 41-4401, Consultant hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

7.6 Forced Labor of Ethnic Uyghurs

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

8. Delivery of Report/Data

8.1 City Ownership of Document and Data

Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, surveys, survey results, graphics, tables, charts, plans, computations and other data shall be the property of City ("City's work product"). Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.

8.2 Re-Use

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

8.3 Delivery of Document and Data

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

9. In General

9.1 Amendment

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

9.2 Non-Exclusive

Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for services.

9.3 Compliance with Laws

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

9.4 Licenses and Permits

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

9.5 Public Records

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

9.6 No Boycott of Israel

Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

9.7 Governing Law and Forum

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

10. Notice

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

To the City:	To Consultant:	With a copy to:
Ed Schenk Water Services - Stormwater City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email: edward.schenk@flagstaffaz.gov Phone: (928) 213-2470	Cory Helton, PE, MS, CFO JE Fuller Hydrology & Geomorphology Inc. 3111 N. Caden Ct., #180 Flagstaff, AZ 86004 Email: cory@jefuller.com	Emily Markel City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email:emarkel@flagstaffaz.gov

11. Authority

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

IN WITNESS WHEREOF, the City and Consultant, by their duly authorized representatives, have executed this Contract as of the date of the last signature below.

CONSULTANT

SIGNATURE

TITLE

DATE

CITY OF FLAGSTAFF

SIGNATURE

TITLE

DATE

ATTEST:

SIGNATURE

City Clerk

TITLE

Stacy Saltzburg

FULL NAME

DATE SIGNED

APPROVED AS TO FROM:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

2026 - 2027

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

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

Dear John:

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

Scope of Work

Task 1: Software Annual Fees

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

Task 2: General Maintenance

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

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

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

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

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

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

Task 3: ALERT 2 Transition

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

Task 4: Spare Equipment

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

Task 5: Incorporating cell data into JEFMAP
The City would like to incorporate the cell data from the HyFi, Schultz Creek, and Spruce into JEFMAP. This will require some additional programming. This scope can provide additional programming if desired.

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

Fee Estimate

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

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

Schedule

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

Equipment purchases will require approximately 10+ weeks for delivery.

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

Sincerely,
JE Fuller/Hydrology & Geomorphology, Inc.

Cory Helton, PE, MS
Vice President

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ivey Coss, Senior Project Manager – Capital Improvements

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval: Approve Confirming Change Order 02 with Kear Civil Corporation in the amount of $137,365.12 for the Lake Mary Water Treatment Plant, Meter and Vault Replacement Project.

STAFF RECOMMENDED ACTION:

1. Approve Confirming Change Order 02 with Kear Civil Corporation in the amount of $137,364.67 or the Lake Mary Water Treatment Plant, Meter and Vault Replacement Project; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Lake Mary Water Treatment Plant Meter and Vault Replacement Project required additional unanticipated work during construction. While removing and installing pipeline components, the contractor, Kear Civil Corporation (KEAR), identified an active leak beneath the Lake Mary pump house. Locating the leak required significantly deeper excavation than originally anticipated, which in turn required additional safety measures, specialized equipment, and increased labor hours. Confirming Change Order 02 in the amount of $137,364.67 covers the necessary equipment, personnel, and labor associated with locating and repairing the leak. All work included in this change order has been completed and is required to ensure the continued safe and reliable operation of the facility.

Financial Impact:

The Lake Mary Water Treatment Plan Meter & Vault Replacement Project Confirming Change Order 02 is funded by the total appropriations of $646,964 from the FY2025-26 approved budget. The cost of Confirming Change Order 02 will come from the Drinking Water Fund, with the reallocation of budget from account 202-08-301-1021-0-4405 ($69,000) and account 202-08-301-1022-0-4405 ($68,365.12). These funds cover the additional materials, labor, and equipment required to address the leak that was discovered and repaired. No additional appropriation is required.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

1. Approve Confirming Change Order 02 in the amount of $137,364.67 to fund the additional excavation, labor, equipment, and materials required to locate and repair the pre-existing leak discovered during construction; or

2. Reject the confirming change order, which would delay payment for work already completed and could impact the timely closeout of the Lake Mary Water Treatment Plant Meter and Vault Replacement Project.

Background and History:

- On January 15, 2025, KEAR received the official Notice to Proceed for the Job Order Contract (JOC) to replace the Lake Mary Water Treatment Plant's flow meter and vault.
- From the Notice to Proceed through the end of August 2025, project components, parts, and equipment were ordered and delivered to the Lake Mary site. KEAR began mobilizing to the site on August 14, 2025.
- On October 16, 2025, a change order in the amount of $64,780.00 was approved through the Change Order Committee to fund additional excavation time and labor. This work was required due to discrepancies between the design documents and the actual in-ground pipe length encountered during construction.
- On November 3, 2025, during removal of the existing 36-inch pipe, a small leak was discovered beneath the pump house. The leak volume increased with water usage, and despite initial efforts, the source could not be identified. Additional excavation was performed; however, excavation eventually reached a point where continuing would have created structural safety concerns.
- On January 6, 2026, KEAR, Water Services, and Capital Improvements met to determine how to proceed. Because the leak source could not be located or viewed, it was not possible to determine whether it was a pre-existing condition or attributable to construction activities. KEAR maintained a separate log of labor, tools, and equipment charges associated with the leak investigation until financial responsibility could be determined.
- On January 6, 2026, the project entered Winter Shut Down via Field Order 01.
- On February 25, 2026, the City notified KEAR that if it chose not to proceed with the leak investigation, the City would cancel the contract and draw on KEAR's performance bond to complete the necessary leak investigation, repairs, and remaining project work. KEAR agreed to move forward with locating the leak to determine responsibility.
- On March 10, 2026, Water Services personnel identified the source of the leak and confirmed that it was a pre-existing condition. Financial responsibility for the leak therefore rested with Water Services.
- On March 30, 2026, the project initiated Spring Startup via Field Order 02.
- On March 31, 2026, the leak was fully repaired and the excavation area verified dry.
- On April 2, 2026, the Change Order Committee reviewed and approved the Confirming Change Order for the completed leak investigation and repair work in the amount of $137,364.67.
- The full project is scheduled for successful completion on May 8, 2026.

Connection to PBB Priorities and Objectives:
Sustainable and Innovation Infrastructure

- Deliver outstanding services to residents through a healthy, well-maintained water treatment and distribution system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs

Connection to Regional Plan:
This project directly advances key goals in the Flagstaff Regional Plan related to environmental protection, water resource stewardship, and resilient public infrastructure. Relevant goals include:
• **Natural and Cultural Resources Goal:** Protect and conserve environmentally sensitive lands and natural resources.
The Lake Mary Water Treatment Plant is located within a critical watershed area. Locating and repairing the leak helps prevent water loss, ground instability, and environmental impacts, directly supporting this goal.
• **Water Resources Goal:** Ensure a sustainable, clean, and reliable water supply for the community.
Because Lake Mary provides more than half of the City's potable water, repairing infrastructure failures and maintaining treatment capacity is essential to achieving this goal.

• **Public Facilities and Services Goal:** Maintain and improve public infrastructure systems to be safe, resilient, and well managed.
The change order supports necessary excavation and repair activities that ensure the continued safe and reliable operation of a core public utility facility.

Connection to Carbon Neutrality Plan:
Infrastructure projects like the Lake Mary WTP Vault and Meter Replacement support the CNP by maintaining and enhancing essential water infrastructure--bolstering both resilience and emissions reduction goals through efficient operation and secure resource delivery.

Connection to 10-Year Housing Plan:
While the project does not directly support housing development or occur on housing related property, maintaining the Lake Mary Water Treatment Plant--which provides more than half of Flagstaff's potable water supply--is essential for supporting long?term housing capacity, community growth, and residential stability.

Connection to Division Specific Plan:
This project supports Water Services and Capital Improvements Division priorities to maintain reliable, safe, and resilient water infrastructure. Repairing the leak discovered during construction and completing the meter and vault replacement are consistent with division goals to ensure uninterrupted treatment capacity, responsibly manage water system assets, and protect the City's primary drinking water supply.

Attachments: KEAR Confirming Change Order 02
Job Order Contract - KEAR Water Pump - Meter Replace

CITY OF FLAGSTAFF

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

PROJECT NO.	WA3604	**PROJECT NAME:**	Lake Mary WTP Master Meter & Vault Project
FILE NO.	03-25004	**PROJECT MANAGER:**	Ivey R. Coss, PM Sr
FIRM NAME:	Kear Civil Corp		

Purchase Order Number: 25-002665 | **Line Number:** 1 | **Current Amount** $ 711,743.89

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

DETAILED DESCRIPTION:

Change Order 02 provides funding for materials, and equipment necessary to complete the Lake Mary Master Meter and Vault Replacement Project.

This Change Order includes twenty-five (25) components within the scope of work, split into two parts:
1. work completed to locate the leak
2. work in progress to repair the leak

These components cover the additional equipment, personnel, and labor hours required to locate and repair the source of a leak that was discovered during pipe removal and installation. The further the KEAR team needed to dig under the Lake Mary pump house, to locate the source of the leak, the more safety equipment, excavation equipment, and man hours were required.

JUSTIFICATION:

These twenty-five (25) scope items as mentioned in the detailed description, were necessary to complete the project. While performing contracted work, KEAR made efforts to locate the source of the leak; however, those efforts were unsuccessful. Locating the leak required significant manpower and specialized equipment, KEAR began tracking these additional efforts under a separate cost code. Once the leak was found, it was determined that it was a previously existing leak and not due to Kear's construction activities.

TIME ANALYSIS:

This Change Order will not be adding any calendar days to the existing contract amount.

COST ANALYSIS:

The total cost associated with this Change Order is $137,365.12 funded by both:
202-08-301-1021-04405 ($69,000) and
202-08-301-1022-0-4405($68,365.12)

This covers additional materials, labor, and equipment due to the leak that was discovered but unreachable.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Lake Mary WTP Master Meter &	☐ Design ☑ Construction ☐ Other
PROJECT NO. WA3604	**FILE NO.** 03-25004
ACCT. NO. 202-08-301-1021-04405 100.00 %	
ACCT. NO. 202-08-301-1022-0-4405 44.11 %	
COUNCIL APPROVAL DATE: N/A	**ORIGINAL CONTRACT AMOUNT:** $ 646,963.89
PROJECT BUDGET (FY_____)	**PROJECT BUDGET (FY_____)**
NOTICE TO PROCEED DATE: 01/15/2025	**ORIGINAL CONTRACT PERIOD (calendar days):** 360
ORIGINAL COMPLETION DATE: 01/10/2026	**ORIGINAL CONTRACT ALLOWANCE:** $ 0.00
DESIGN FIRM: Carollo	

Change Orders Revision Date	C.O. Amount New Total	C.O. Days New Total	Start Date New Comp. Date	REASON FOR CHANGE
1	$ 64,780.00	5	01/15/2025	Covers additional materials, labor, and equipment due to field conditions that differed from the design
10/16/2025	$ 711,743.89	365	01/15/2026	
FO 1	$ 0.00	30	01/15/2025	FO1 added 30 days to the contract after winter shutdown (1/6/26-3/30/26)
03/24/2026	$ 0.00	395	05/08/2026	
2	$ 137,364.67	0	01/15/2025	Covers additional materials, labor, and equipment due to unanticipated leak.
04/02/2026	$ 849,108.56	395	05/08/2026	

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**	(	01/10/2026)	**ORIGINAL CONTRACT**	**$** $ 646,963.89
PRIOR TIME CHANGES	35 **Days**	(	01/15/2026)	**TOTAL PRIOR VALUE CHANGES**	**$** $ 64,780.00
THIS TIME CHANGE	0 **Days**	(	01/15/2026)	**VALUE OF THIS CHANGE**	**$** $ 137,364.67
NEW CONTRACT PERIOD	395 **Days**	(	05/08/2026)	**NEW CONTRACT**	**$** $ 849,108.56

CITY OF FLAGSTAFF

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

PROJECT NO.	WA3604	**PROJECT NAME:**	Lake Mary WTP Master Meter & Vault
FILE NO.	03-25004	**PROJECT MANAGER:**	Ivey R. Coss, PM Sr

SIGNATURES

SUBMITTER

Project Manager	03/31/2026 (Date)	**Approved Signature**	I.R.Coss — Digitally signed by I.R.Coss DN: C=US, E=Ivey.Coss@flagstaffaz.gov, O=CoF, OU=Capital Improvements, CN=I.R.Coss Reason: I am the author of this document Date: 2026.03.31 15:24:11-07'00'
Department Head	03/31/2026 (Date)	**Approved Signature**	Paul Mood 2026.03.31 15:32:18 -07'00'

COMMITTEE

Water Services	2026-04-02 (Date)	**Approved Signature**	Douglas Slover Jr — Digitally signed by Douglas Slover Jr Date: 2026.04.02 15:54:52 -07'00'
Public Works	4-3-2026 (Date)	**Approved Signature**	
City Engineering	4-6-2026 (Date)	**Approved Signature**	Paul Mood 2026.04.06 10:28:02 -07'00'
City Attorney	(Date)	**Approved Signature**	Christina A. Kinnear — Digitally signed by Christina A. Kinnear Date: 2026.04.06 11:56:01 -07'00'
Finance	4/7/2026 (Date)	**Approved Signature**	Tammy L Ryan
Purchasing (Chair)	(Date)	**Approved Signature**	Patrick Brown — Digitally signed by Patrick Brown Date: 2026.04.13 08:03:55 -07'00'

EXECUTIVE

City Manager	(Date)	**Approved Signature**	

Council Meeting Date (if required) _____ **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: Kear Civil Corp **Signature:** Julie Clark — Digitally signed by Julie Clark DN: C=US, E=julie.clark@kearcorp.com, O=Kear Civil Corp, CN=Julie Clark Date: 2026.03.31 15:42:51-07'00'

Date: 03/31/2026 **Print Name and Title:** Julie Clark Project Manager

March 30, 2026

City of Flagstaff
2323 N. Walgreens Street Suite 01
Flagstaff, AZ 86004
Attn: Ivey Coss

Reference: 1384-LMWTP Meter Replacement
Subject: Change Order Request 002A and 002B– Subcontractor Change

Dear Ms. Coss,

KEAR Civil Corporation (KEAR) is submitting this letter to formally request approval of Change Order Request No. 002A and 002B for additional work associated with locating and repairing a pre-existing leak beneath the pumphouse, which is outside of KEAR's original contract scope.

Change Order Request No. 002A includes costs associated with chasing and locating the leak. The leak became evident following installation of the new piping and during excavation activities for placement of the meter vault. KEAR made reasonable and diligent efforts within our means to locate the source; however, it was determined that additional labor, extended time, and specialized efforts were required. These activities were outside the original scope and were tracked separately, as documented in our weekly project updates.

Change Order Request No. 002B includes costs associated with remobilization, continued investigation, and implementation of the approved repair solution. As coordinated with the City, KEAR mobilized back to the site to support identification of the leak source and proceed with the repair efforts, including subcontractor coordination and associated site work.

As confirmed in the field with City representatives, the leak was determined to be pre-existing and not the result of KEAR's work, with visible corrosion and long-term deterioration present at the leaking coupling.

KEAR is proceeding with the City-approved repair approach, which includes removal of the existing dresser coupling and installation of a 36-inch steel butt strap fabricated by a qualified subcontractor and field-welded in place. Additional work includes installation of two (2) new corporation valves on the existing sample lines per City direction.

Enclosed please find a detailed breakdown of labor, equipment, subcontractor, and associated costs incurred to date.

- Change Order Request No. 002A: $54,932.41
- Change Order Request No. 002B: $82,432.26
- Total Requested Amount: $137,364.67

KEAR respectfully requests review and approval of these change orders so work can continue without delay.
Should you have any questions or require additional documentation, please do not hesitate to contact me directly. KEAR appreciates the continued coordination with the City of Flagstaff and looks forward to your direction.

Thank you for your time and consideration.
Sincerely,

KEAR Civil Corporation

Julie Clark
Project Manager

Attachments: PCO #2 A & B Work Sheet, Back up equipment quotes, invoices and Quote from Vendors.

PROPOSED CHANGE ORDER WORKSHEET

To: City of Flagstaff

Project: LMWTP- Meter Replacement

Date: 1/29/2026

Description:

PCO #2-A Chasing Pipe leak betweeen pump house and vault. This is from 11/13/25 to 12/19/25 Equipment goes until 1/14/26. See cover letter outlining work.

KCC CC	Item No.	Description	Units	Unit of Meas	Labor Unit $	Labor Total	Material Unit Costs	Material Total	Equip Unit Cost	Equip Total	Sub Unit Cost	Sub Total	Other Unit Cost	Other Total	Subtotal
	1				$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -
	2	Project Manager	8	Hr	$ 118.67	$ 949.36	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 949.36
	3	Project Superintendent	46	Hr	$ 106.35	$ 4,892.10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,892.10
	4	Pipelayer (2)	76	Hr	$ 46.73	$ 3,551.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,551.48
	5	Operator (2)	83	Hr	$ 44.25	$ 3,672.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,672.75
	6	Pick Up Truck-Light Duty	1	LS	$ -	$ -	$ -	$ -		$ 828.60	$ -	$ -	$ -	$ -	$ 828.60
	7	Trench Box	1	LS	$ -	$ -	$ -	$ -	$ 11,877.99	$ 11,877.99	$ -	$ -	$ -	$ -	$ 11,877.99
	8	Excavator	1	LS	$ -	$ -	$ -	$ -	$ 12,663.85	$ 12,663.85	$ -	$ -	$ -	$ -	$ 12,663.85
	9	Per Diem	1	LS	$ 5,120.00	$ 5,120.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,120.00
	10	Hoses for vac trailer	1	LS		$ -	$ 314.96	$ 314.96	$ -	$ -	$ -	$ -	$ -	$ -	$ 314.96
	11	Vac Truck- KEAR Owned	1	LS	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	12		0		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	14		0		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	16		0		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Direct Costs				**$ 18,185.69**		**$ 314.96**		**$ 25,370.44**		**$ -**		**$ -**	**43,871.09**
		Labor, Materials, Equip Fee	15.0%			$ 2,727.85		$ 47.24		$ 3,805.57		$ -		$ -	$ 6,580.66
		Insurance	1.5%												$ 658.07
		Tax	5.968%												$ 3,010.78
														Subtotal:	$ 54,120.60
														Bond: 1.50%	$ 811.81
														TOTAL:	**$ 54,932.41**

CONTRACT TIME INFORMATION

Notice to Proceed Date	01/15/25	
Original Contract Time in Calendar Days	360.0	Days
Prior Time Changes	5.0	Days
Revised Contract Time	365.0	Days
Change in Time by This Field Order	30.0	Days
Revised Contract Time	395.0	Days
Revised Contract Completion Date	05/08/26	

Approval - KCC Project Manager Date

Approval - Client Date

4900 E EMPIRE AVE RD
FLAGSTAFF, AZ 86004
PHONE: 928-714-2830

RENTAL INVOICE
EMRA00540688
REFERENCE H0349001

ACCT#: 2204337
INVOICE DATE: 12/29/2025
INVOICE AMOUNT: $10,744.88

PO #: 4500 LAKE MARY RD
ORDERED BY: ANTHONY
602-855-0516

JOBSITE INFO: LAKE MARY RD
4500 LAKE MARY RD
CALL EN ROUTE
ANTHONY 602-855-0516 86001
FLAGSTAFF,AZ

CONTACT NAME: ANTHONY
CONTACT PHONE: 602-855-0516

PO 1384-12325
CC 98-0002

KEAR CIVIL CORPORATION
22555 N 20TH AVENUE
PHOENIX, AZ 85027

DATE OUT: 12/04/2025 THU 07:00 AM
BILLED FROM: 12/04/2025 THU 07:00 AM
BILLED THRU: 01/01/2026 THU 07:00 AM

SALES REP: ROCKO MARRUFO

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
	Rental Items				
1	ID NO: CE041104 SERIAL NO: 0MYK40406 320 HEX - 320-07 P HRS OUT: 967.0	844	2,290	6,026	6,026.00
1	ID NO: E154446 SERIAL NO: 101917967 HEX - 36" COMPACTION WHEEL (C LKG) - C-36WE	387	992	2,420	2,420.00
1	ID NO: E202054 SERIAL NO: 0C9416513 HEX- 320/323 -B LKG- 24 PO BU - B-24BU	158	406	990	990.00
1	ID NO: CE041104Q SERIAL NO: CE041104Q-NT HEX - 320 COUPLER - B-CU				
1	ID NO: E142420 SERIAL NO: 118284 HEX- 330 -C LKG- 36 PO BU - C-36BU				
				Rental Subtotal:	**$9,436.00**
	Miscellaneous Items				
1	RENTAL SURCHARGE				245.34
1	FLAGSTAFF DELIV.				370.00
	STATE 6.9%				693.54

Billed for the period from 12/4/2025 7:00 AM thru 1/1/2026 7:00 AM

Invoice Total **$10,744.88**

Please Remit Payment To:

PO Box 842381
Los Angeles, CA 90084-2381

EMPIRE SOUTHWEST, LLC

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods or services will be governed solely by Empire`s Sales and Service Terms (www.empire-cat.com/legal/sales-service-terms-conditions); the rental of equipment will be governed solely by Empire`s Rental Terms (www.empire-cat.com/legal/rental-terms-conditions); and the enrollment of equipment in Empire's Client Value Agreement ("CVA") program will be governed solely by Empire's CVA Terms (www.empire-cat.com/legal/client-value-agreement-terms-conditions), or successor websites, as such terms are amended from time to time (collectively, the "Terms"). A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire`s Terms are incorporated by reference into this document and all other documents related to the purchase of goods or services or the rental of equipment. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire`s Terms exactly as written.

CARB REGULATIONS: When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board`s Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at https://www.arb.ca.gov/dieseltruck, https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm, or https://www.arb.ca.gov/portable/portable.htm.

Rev. 1/15/2025

EMPIRE CAT

4900 E EMPIRE AVE RD
FLAGSTAFF, AZ 86004
PHONE: 928-714-2830

PO 1384-12325
CC 98-0002

RENTAL INVOICE
EMRA00545386
REFERENCE H0753402

ACCT#: 2204337
INVOICE DATE: 01/19/2026
INVOICE AMOUNT: $1,918.97

PO #: 4500 LAKE MARY RD
ORDERED BY: ANTHONY
602-855-0516

JOBSITE INFO: LAKE MARY RD
4500 LAKE MARY RD
CALL EN ROUTE
ANTHONY 602-855-0516 86001
FLAGSTAFF,AZ

CONTACT NAME: ANTHONY
CONTACT PHONE: 602-855-0516

KEAR CIVIL CORPORATION
22555 N 20TH AVENUE
PHOENIX, AZ 85027

DATE OUT: 01/14/2026 WED 06:00 AM
BILLED FROM: 01/14/2026 WED 06:00 AM
DATE IN: 01/14/2026 WED 02:00 PM

SALES REP: ROCKO MARRUFO

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items					
1	ID NO: CE041104 SERIAL NO: 0MYK40406 320 HEX - 320-07 P HRS OUT: 997.0 CURRENT SMU: 999.0 Total: 2.0	844	2,290	6,026	844.00
1	ID NO: CE041104Q SERIAL NO: CE041104Q-NT HEX - 320 COUPLER - B-CU				
1	ID NO: E154446 SERIAL NO: 101917967 HEX - 36" COMPACTION WHEEL (C LKG) - C-36WE	387	992	2,420	387.00
1	ID NO: E202054 SERIAL NO: 0C9416513 HEX- 320/323 -B LKG- 24 PO BU - B-24BU - BILLING HEXMD 320 (1 DAY * $844.00) = $844.00 HEXMD COMPACTION WHEEL 36" HEX C LKG (1 DAY * $387.00) = $387.00 HEXMD 320/323/325 BKT 24" PO B LKG (1 DAY * $158.00) = $158.00	158	406	990	158.00
				Rental Subtotal:	**$1,389.00**
Miscellaneous Items					
1	RENTAL SURCHARGE				36.11
1	FLAGSTAFF PICKUP				370.00
	STATE 6.9%				123.86

4900 E EMPIRE AVE RD
FLAGSTAFF, AZ 86004
PHONE: 928-714-2830

RENTAL INVOICE
EMRA00545386
REFERENCE H0753402

ACCT#:	2204337
INVOICE DATE:	01/19/2026
INVOICE AMOUNT:	$1,918.97
PO #:	4500 LAKE MARY RD
ORDERED BY:	ANTHONY 602-855-0516
JOBSITE INFO:	LAKE MARY RD 4500 LAKE MARY RD CALL EN ROUTE ANTHONY 602-855-0516 86001 FLAGSTAFF,AZ
CONTACT NAME:	ANTHONY
CONTACT PHONE:	602-855-0516
DATE OUT:	01/14/2026 WED 06:00 AM
BILLED FROM:	01/14/2026 WED 06:00 AM
DATE IN:	01/14/2026 WED 02:00 PM
SALES REP:	ROCKO MARRUFO

KEAR CIVIL CORPORATION
22555 N 20TH AVENUE
PHOENIX, AZ 85027

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS

Please Remit Payment To:

PO Box 842381
Los Angeles, CA 90084-2381

Invoice Total **$1,918.97**

EMPIRE SOUTHWEST, LLC

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods or services will be governed solely by Empire`s Sales and Service Terms (www.empire-cat.com/legal/sales-service-terms-conditions); the rental of equipment will be governed solely by Empire`s Rental Terms (www.empire-cat.com/legal/rental-terms-conditions); and the enrollment of equipment in Empire's Client Value Agreement ("CVA") program will be governed solely by Empire's CVA Terms (www.empire-cat.com/legal/client-value-agreement-terms-conditions), or successor websites, as such terms are amended from time to time (collectively, the "Terms"). A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire`s Terms are incorporated by reference into this document and all other documents related to the purchase of goods or services or the rental of equipment. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire`s Terms exactly as written.

CARB REGULATIONS: When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board`s Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at https://www.arb.ca.gov/dieseltruck, https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm, or https://www.arb.ca.gov/portable/portable.htm. Rev. 1/15/2025

United Rentals

BRANCH DA8
503 W 3RD AVE
MESA AZ 85210-1246
602-357-7670
602-357-7671 FAX

RENTAL RETURN INVOICE

256671434-002

Job Site

FLAGSTAFF
4500 S. LAKE MARY RD
FLAGSTAFF AZ 86001

Office: 623-580-1100

PO 1384-12604
CC 98-0002

Customer #	: 1024614
Invoice Date	: 01/23/26
Rental Out	: 12/15/25 03:00 PM
Rental In	: 01/14/26 01:25 PM
UR Job Loc	: 4500 S. LAKE MARY RD
UR Job #	: 265
Customer Job ID:	
P.O. #	: 1384-12604
Requested By	: EDDIE ANTONELLI
Approved By	: EDDIE ANTONELLI
Salesperson	: ABRAHAM TALILI

KEAR CIVIL CORPORATION
22555 N 20TH AVE
PHOENIX AZ 85027-2060

Invoice Amount: $2,083.51

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4947
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
P.O. BOX 051122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
12	940/9857	212 BBP BUILD A BOX PANEL 144" 12FT TALL 12'FT TALL X 4FT WIDE (4 SIDED BOX)		23.92	116.48	345.80	574.08
40	940/9858	MAPS B CORNER END POST L.F.		2.08	10.40	28.60	166.40
1	375/6415	RISER LEG		8.84	40.04	117.52	17.68
12	940/9851	24 BBP BUILD A BOX PANEL 48"		14.56	67.60	200.20	349.44
1	330/7115	LIFTING BRIDLE 4 LEG X 10'		24.44	120.12	357.76	48.88

Rental Subtotal: 1,156.48

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	PROPERTY TAX SURCHARGE	[DRSURAZ/MCI]	17.347	EACH	17.35
1	PICKUP CHARGE		750.000	EACH	750.00

Sales/Misc Subtotal: 767.35

Agreement Subtotal: 1,923.83
Tax: 159.68
Total: 2,083.51

COMMENTS/NOTES:

ONSITE CONTACT: ANTHONY TARTAGLIA
CELL#: 602-885-0516
DLV/PKU LOC SELECTED BY MAP PIN OPTION
ESTIMATE ONE WEEK RENTAL.
DEL BY DANDRE

Final Bill: 2 Days From 1/12/26 03:00 PM Thru 1/14/26 01:25 PM

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals

BRANCH DA8
503 W 3RD AVE
MESA AZ 85210-1246
602-357-7670
602-357-7671 FAX

PO 1384-12604
CC 98-0002

4 WEEK BILLING INVOICE

256671434-001

Job Site

FLAGSTAFF
4500 S. LAKE MARY RD
FLAGSTAFF AZ 86001

Office: 623-580-1100

KEAR CIVIL CORPORATION
22555 N 20TH AVE
PHOENIX AZ 85027-2060

Customer #	: 1024614
Invoice Date	: 01/03/26
Date Out	: 12/15/25 03:00 PM
Billed Through	: 01/12/26 00:00
UR Job Loc	: 4500 S. LAKE MARY RD
UR Job #	: 265
Customer Job ID:	
P.O. #	: 1384-12604
Requested By	: EDDIE ANTONELLI
Approved By	: EDDIE ANTONELLI
Salesperson	: ABRAHAM TALILI

Invoice Amount: $9,794.48

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4947
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
P.O. BOX 051122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
12	940/9857	212 BBP BUILD A BOX PANEL 144" 12FT TALL 12'FT TALL X 4FT WIDE (4 SIDED BOX)		23.92	116.48	345.80	4,149.60
40	940/9858	MAPS B CORNER END POST L.F.		2.08	10.40	28.60	1,144.00
1	375/6415	RISER LEG		8.84	40.04	117.52	117.52
12	940/9851	24 BBP BUILD A BOX PANEL 48"		14.56	67.60	200.20	2,402.40
1	330/7115	LIFTING BRIDLE 4 LEG X 10'		24.44	120.12	357.76	357.76
						Rental Subtotal:	8,171.28

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	PROPERTY TAX SURCHARGE	[DRSURAZ/MCI]	122.569	EACH	122.57
1	DELIVERY CHARGE		750.000	EACH	750.00
				Sales/Misc Subtotal:	872.57
				Agreement Subtotal:	9,043.85
				Tax:	750.63
				Total:	9,794.48

COMMENTS/NOTES:

ONSITE CONTACT: ANTHONY TARTAGLIA
CELL#: 602-885-0516
DLV/PKU LOC SELECTED BY MAP PIN OPTION
ESTIMATE ONE WEEK RENTAL.
DEL BY DANDRE

Billing period: 28 Days From 12/15/25 03:00 PM Thru 1/12/26 03:00 PM

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

PROPOSED CHANGE ORDER WORKSHEET

To: City of Flagstaff

Project: LMWTP- Meter Replacement

Date: 3/9/2026

Description:

PCO#2 B- Finish chasing leak, proposed fix and costs. Started 3/3/2026 thru 4/3/2026 See cover letter outlining work.

KCC CC	Item No.	Description	Units	Unit of Meas	Labor Unit $	Labor Total	Material Unit Costs	Material Total	Equip Unit Cost	Equip Total	Sub Unit Cost	Sub Total	Other Unit Cost	Other Total	Subtotal
	1	WMC- Subcontractor- Butt Strap	1	LS	$ -	$ -			$ -	$ -	$ 2,600.00	$ 2,600.00	$ -	$ -	$ 2,600.00
	2	Project Manager	32	Hr	$ 118.67	$ 3,797.44	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,797.44
	3	Project Superintendent	56	Hr	$ 106.35	$ 5,955.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,955.60
	4	PipeLayer (2)	103	Hr	$ 46.73	$ 4,813.19	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,813.19
	5	Operator (2)	135	Hr	$ 44.25	$ 5,973.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,973.75
	6	Pick Up Truck-Light Duty	1	LS	$ -	$ -	$ -	$ -	$ 1,104.80	$ 1,104.80	$ -	$ -	$ -	$ -	$ 1,104.80
	7	Truck Freight- Trench Box	1	LS					$ 2,218.01	$ 2,218.01					$ 2,218.01
	8	Trench Box- 4 week	1	Month	$ -	$ -	$ -	$ -	$ 5,162.00	$ 5,162.00	$ -	$ -	$ -	$ -	$ 5,162.00
	9	Excavator- 4 week	1	Month	$ -	$ -	$ -	$ -	$ 8,449.70	$ 8,449.70	$ -	$ -	$ -	$ -	$ 8,449.70
	10	Per Diem	1	LS	$ 4,200.00	$ 4,200.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,200.00
	11	Truck Freight- Excavator	1	LS		$ -		$ -	$ 534.50	$ 534.50	$ -	$ -	$ -	$ -	$ 534.50
	12	Rural- Subcontractor- Electrical	1	LS	$ -	$ -	$ -	$ -		$ -	$ 7,779.00	$ 7,779.00	$ -	$ -	$ 7,779.00
	13	Slurry back fill	60	CYD	$ -	$ -	$ 171.00	$ 10,260.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,260.00
	14	Corp. valves	2	each	$ -	$ -	$ 100.00	$ 200.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 200.00
	15	8 Sheeting (Linear ft)	1	LS					$ 2,285.51	$ 2,285.51					$ 2,285.51
	16	Valve Box & risers	1	each	$ -	$ -	$ 500.00	$ 500.00		$ -	$ -	$ -	$ -	$ -	$ 500.00
		Direct Costs				**$24,739.98**		**$ 10,960.00**		**$ 19,754.52**		**$10,379.00**		**$ -**	**$ 65,833.50**
		Labor, Materials, Equip Fee	15.0%			$ 3,711.00		$ 1,644.00		$ 2,963.18		$ 1,556.85		$ -	$ 9,875.03
		Insurance	1.5%												$ 987.50
		Tax	5.968%												$ 4,518.02
														Subtotal:	$ 81,214.05
													Bond:	1.50%	$ 1,218.21
														TOTAL:	**$ 82,432.26**

CONTRACT TIME INFORMATION

Notice to Proceed Date	01/15/25	
Original Contract Time in Calendar Days	360.0	Days
Prior Time Changes	5.0	Days
Revised Contract Time	365.0	Days
Change in Time by This Field Order	30.0	Days
Revised Contract Time	395.0	Days
Revised Contract Completion Date	05/08/26	

Approval - KCC Project Manager Date

Approval - Client Date

WOODYS METAL CRAFT LLC.

Flagstaff 30'' But Strap Welding

3-13-2026

Julie Clark
Kear Civil Corporation
22555 N20th Ave,
Phoenix, Az 85027
602-818-2258

PCO 2-B

Proposal,
Woodys Metal Craft is providing a quote for the following work to include labor and materials.

Total $2,600

Terms Net 30

Scope, fabricante 30'' buts trap. Travel to flagstaf. Remove dresser coupling. Clean up existing pipe. Fit and weld up buts strap.

.

Included
1. All labor and consumables.
2. The cost to fabricate the but strap.

Excluded
1. Anything not mentioned above.

We look forward to supporting Kear Civil Corporation on this scope of work.
Sincerely,
Orson Hernandez, Company Owner Woodys Metal Craft LLC.
383 S. 221st Dr, Buckeye, Az, 85326
ROC#333951

RURAL ELECTRIC
BUILDING POWERFUL CONNECTIONS

9502 East Main Street
Mesa, AZ 85207

Licensed Contractor
ISO 9001:2012 Registered

Office (480) 986-148
Fax (480) 984-0319

March 19, 2026

Subject: **LMWTP Meter Replacement**
COR #002 – Meter Vault Middle Section Removal and Replacement

Att: **Julie Clark**
Julie.Clark@kearcorp.com
Kear Civil Corp

Rural Electric respectfully submits for your review and comments, the following change order proposal for the LMWTP Meter Replacement project. All the information requested has been included and will meet your requirements.

We have included a summary that identifies the basic inclusions, exclusions, and clarifications.

Inclusions:

- Pull back and secure existing communication and power cables feeding into the meter vault.
- Remove existing conduit currently feeding into the vault.
- Remove existing bonding conductors located inside the vault.
- Furnish and install new 1" PVC conduit reconnecting to the meter vault location.
- Reinstall flexible conduit connections to the flow meter.
- Re-pull and terminate existing manufactured power and signal cables between the flow transmitter and flow meter.
- Furnish and reinstall bonding conductors within the vault.
- Provide all necessary safety measures and equipment required for safe entry and exit of the meter vault.
- Provide per diem for two electricians ($75 per person for (4) days).
- Provide lodging for (4) nights (assumed one hotel room @ $150.00).

Exclusions:

- Assistance with Startup & Commissioning.
- Excavation performed by others.
- This proposal excludes furnishing & installation of any strut support racks.
- Penetrations into the meter vault.
- Sealing of penetrations performed by others.
- Furnishing conductors from the PLC to the Flowmeter Display.
- Sealoff's & PVC Coated materials are not included in this proposal
- Concrete encasement
- Native backfill of underground conduits
- Environmental conditions requiring, remediation and Hazardous material remediation.
- Performance & payment bond.

RURAL ELECTRIC
BUILDING POWERFUL CONNECTIONS

9502 East Main Street
Mesa, AZ 85207

Licensed Contractor
ISO 9001:2012 Registered

Office (480) 986-148
Fax (480) 984-0319

- Taxes and utility fees.
- DBE/SBE requirements, if applicable.
- Housekeeping Pads
- Special wage requirements.
- Liquidated damages.
- Premium time and/or shift differentials.
- Concrete/asphalt cutting, removal, and replacement.
- Ground Enhancement Material.
- Contingencies and allowances unless specifically stated above.

Clarifications:

- The exact same conduit routing needs to be re-utilized, flowmeter uses a factory cable that cannot exceed its current length.
- This budget requires that we be allowed sufficient time to complete our work.
- This budget is based upon both parties entering into an acceptable contract agreement.
- This budget and pricing are valid for (30) days from the date listed above.
- This budget reserves the right to recover commodity escalated prices beyond the term for which this proposal is valid.

Grounding Demo..... $3,401.00
Conduit Demo..... $3,401.00 PCO # 2-B
Conduit Re – Installation..... $4,378.00
Grounding Re – Installation..... $5,158.00

COR Total..... $16,338.00

If we can be of further assistance, or if you have questions on the scope or breakdowns included, please feel free to contact us.

Sincerely,
Ryan Bieberdorf
Industrial Project Manager
Ryanb@ruralelectric.com
C: (602) 350-1825

United Rentals

TRENCH SAFETY
BRANCH 465
1139 N 27TH AVE
PHOENIX AZ 85009-3607
602-267-8800
602-352-6605 FAX

RENTAL RETURN INVOICE

259717804-001

Job Site

LAKE MARY WWTP
4500 S LAKE MARY RD
FLAGSTAFF AZ 86005-9410

Office: 623-580-1100

PO 1384-12769
CC 98-0004

Customer #	: 1024614
Invoice Date	: 03/23/26
Rental Out	: 03/11/26 09:00 AM
Rental In	: 03/13/26 09:43 AM
UR Job Loc	: 4500 S LAKE MARY RD,
UR Job #	: 261
Customer Job ID:	
P.O. #	: 1384-12769
Requested By	: EDDIE ANTONELLI
Approved By	: EDDIE ANTONELLI
Salesperson	: ABRAHAM TALILI

KEAR CIVIL CORPORATION
22555 N 20TH AVE
PHOENIX AZ 85027-2060

Invoice Amount: $2,285.51

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4947
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
P.O. BOX 051122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
32	942/7521	KD VI / 8 SHEETING (LINEAR FT)	5.00	4.00	6.00	11.00	192.00
					Rental Subtotal:		192.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	PROPERTY TAX SURCHARGE	[DRSURAZ/MCI]	2.880	EACH	2.88
1	DELIVERY CHARGE		950.000	EACH	950.00
1	PICKUP CHARGE		950.000	EACH	950.00
				Sales/Misc Subtotal:	1,902.88
				Agreement Subtotal:	2,094.88
				Tax:	190.63
				Total:	2,285.51

COMMENTS/NOTES:

ONSITE CONTACT: JULIE KELLY
CELL#: 406-698-0510
406 698-0510 JULIE KELLY
THEY CAN OFF LOAD AT SITE

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals

TRENCH SAFETY
BRANCH 465
1139 N 27TH AVE
PHOENIX AZ 85009-3607
602-267-8800
602-352-6605 FAX

RENTAL RESERVATION
259423098

Customer #	: 1024614
Reserved Date	: 03/03/26
Scheduled Out	: 03/06/26 09:00 AM
Estimated In	: 04/03/26 09:00 AM
UR Job Loc	: 4500 S LAKE MARY RD,
UR Job #	: 261
Customer Job ID:	
P.O. #	: TBD
Requested By	: EDDIE ANTONELLI
Approved By	: EDDIE ANTONELLI
Salesperson	: ABRAHAM TALILI

Job Site

LAKE MARY WWTP
4500 S LAKE MARY RD
FLAGSTAFF AZ 86005-9410

Office: 623-580-1100

KEAR CIVIL CORPORATION
22555 N 20TH AVE
PHOENIX AZ 85027-2060

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9418530	TRENCH BOX 10' X 16' (6" FB)		156.00	763.00	1,430.00	1,430.00
1	9418223	TRENCH BOX 4' X 16' (4" WALL)		88.00	435.00	905.00	905.00
1	330/7118	LIFTING BRIDLE 4 LEG X 16'		44.80	221.60	660.00	660.00
4	941/8103	STACKING PINS FOR STEEL BOXES		4.00	8.00	20.00	80.00
1	940/9828	2' EXTENSION LEGS PACKAGE FOR BOXES		17.00	77.00	226.00	226.00
8	940/5514	SPREADER BAR (KIT) 8" X 8'		8.00	31.00	90.00	720.00
64	940/5655	8" SPREADER BAR (LINEAR FEET)					
1	940/6950	SHORING PUMP HAND		24.00	111.00	329.00	329.00
1	940/6850	RELEASE TOOL 48"		10.00	46.00	133.00	133.00
6	940/6954	FIN BOARD 2' X 4'					N/C
16	941/8101	SPREADER BAR PIN 10"		2.00	5.00	10.00	160.00
3	942/1120	VSHORE 2' 34-55" CYL		12.00	58.00	173.00	519.00

Rental Subtotal: 5,162.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	PROPERTY TAX SURCHARGE	[DRSURAZ/MCI]	77.430	EACH	77.43
1	DELIVERY CHARGE		762.500	EACH	762.50
1	PICKUP CHARGE		762.500	EACH	762.50

Sales/Misc Subtotal: 1,602.43

Agreement Subtotal: 6,764.43
Tax: 615.58
Estimated Total: 7,380.01

COMMENTS/NOTES:

ONSITE CONTACT: JULIE KELLY
CELL#: 406-698-0510
DELIVERY BY 9 AM (406) 698-0510

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Client	KEAR CIVIL CORP		**Rental Equipment Quote**				
Contact	EDDY ANTONELLI		http://www.empire-cat.com/rentalterms				
Phone	602-818-1546						
Location	LAKE MARY WTP						3/19/2026
Rental Sur-Charge		2.60%	**REP Charge %**	16%	**Sales Tax**	Flagstaff	6.90%

*All quotes are based on availability. This quote is valid for 30 days from the date on this quote.

Equipment:	CAT 330-07 Excavator				
Notes Line 1:	FREIGHT IS QUOTED AT TIME OF RENTAL.				
Notes Line 2:					
GET/Notes	**Oversized**	**YES**	**Daily Rate**	**Weekly Rate**	**4 Week Rate**
	Rates		**$1,078.00**	**$2,927.00**	**$7,704.00**
	REP Charge				
	On Highway Truck PLT Fee 3%				
	Rental Surcharge		$28.03	$76.10	$200.30
	Sub Total		$1,106.03	$3,003.10	$7,904.30
	Sales Tax		$76.32	$207.21	$545.40
	Total Cost		$1,182.34	$3,210.32	$8,449.70

Freight:	**Delivery**	**Pickup**	**Sales tax**	**Total Freight**
Rates:	**$250.00**	**$250.00**	$34.50	$534.50
Notes/Fees:				
Notes/Fees:				

ALL FREIGHT CHARGES ARE SUBJECT TO CHANGE IF EQUIPMENT REQUIRES ESCORT

TERMS: Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the rental of any equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Terms") which are available at www.empire-cat.com/rentalterms or such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. The Terms are hereby incorporated by reference into this document. Placing a Rental Order with Empire or accepting rental equipment from Empire constitutes agreement to be bound by the Terms exactly as written.

Empire maintains a wide variety of Caterpillar units and other allied equipment and also has the ability to source equipment from other dealers as needed through re-rent. All units are available for sale, lease/purchase, and short or long term rental. Empire applies up to 100% of lease purchase payments, less interest. Full lube service and fuel contracts are available on all rental units. Empire has the capacity to provide complete or partial onsite lube and fuel service for client-owned units and has a full lube service department with Caterpillar trained technicians. Full service equipment mobilization is available 24 hours a day, 7 days a week from Empire Transport.

*Rental Equipment Protection (REP) will be charged at 16% of the contract rate if proof of rental equipment insurance is not provided at rental start. Ask your Rental Coordinator if your rental has coverage.
*Overtime charges are in addition to the amounts listed on this quote, and are based on the rental rate divided by allowed hours. Overtime is anything over 8 hours per day, 40 hours per week,160 hours per four weeks.
*Tire damage is billed separately from tire wear.
*Fuel and Diesel Exhaust Fluid (DEF) - All units leave full and must be returned full. For units returned not full, Empire will charge for fuel or DEF at $8.00/gal.
*Rent will be charged for all equipment until a call-off number is obtained by the Client. Call your Rental Coordinator to obtain a call-off number.
*Client is responsible for all Ground Engaging Tools (G.E.T.) (i.e., teeth, cutting edges), tire wear, damages, abuse, daily lube, and fuel.
*All quotes are based on availability. This quote is valid for 30 days from the date set forth above.

*Largest Caterpillar training facility in North America for required technical training
*Field service provided by both Rental and Field Service Departments
*Re-Rent Options with other departments and Caterpillar dealers
*Be the Best Attitude ensures quality service and timely responses
*Low hour, well-equipped, current model Caterpillar equipment
*State-of-the art facility to support all services offered

*EPA Compliant Equipment
*Complete and timely PM services
*Best-in-Class Parts Department
*G.E.T. Inspection and Exchange
*Operator trainers available
*Lease Purchase Option available

Mesa Apache Junction Deer Valley Eloy Tucson Flagstaff Yuma Kingman Prescott Thatcher Show Low Buckeye Imperial, CA

Quoted By: Rocko Marrufo **Phone: 480-904-5579** **Email: Rocko.Marrufo@empire-cat.com**

CEMEX

QUO-1553480-V7R7Z2 0

5200 E Railhead Ave, Flagstaff AZ 86004

98-0004

GENERAL INFORMATION

Date	3/20/2026 7:44 AM		
Account:	KEAR CIVIL CORPORATION	**Account Manager:**	Travis Gilbert Mosher
Account number:	3111748	E-mail:	travisgilbert.mosher@cemex.com
Contact:	EDDIE ANTONELLI	Phone Number:	0
E-mail:	EDDIE.ANTONELLI@KEARCORP.COM	**Customer Service:**	928-526-5250
Phone:	6237422324		
Project:	LAKE MARY WTP	**Quote Expiration:**	4/19/2026
Project Address:	5100 South Heckethorn Road Flagstaff Arizona 86005	**Price Valid**	**From** 3/20/2026 **To** 10/1/2026

MATERIAL PRICING

Material Number	Description	Quantity	UoM	Price Per Unit	Subtotal	Notes
1332773	MAG #57 0.5 sk CLSM SEC 728	60.00	YD3	$171.00	$10,260.00	

Total Volume 60

CLAUSES

Category	Item	Value	UoM	Comments
Pricing Escalation	Prices are subject to an escalation every 6 months of	$6.00	USD/Cu Yd	Effective October 1, 2026
Surcharges and Fees	Environmental compliance fee	$25.00	USD/Load	
	Variable Fuel surcharge	$23.00	USD/Load	At present, subject to change
	Waiting Time fee	$2.00 / $120.00	USD/min or USD/Hour	Unload Time of 6 min per cubic yard is included in the price. Once that time has expired, the Waiting Time fee will apply to all loads
	Short Load Fee	Per Schedule		Applies to loads 6 yards or less
	4 < 6 cu/ yds	$125.00	USD/Load	
	2 < 4 cu/ yds	$150.00	USD/Load	
	1 < 2 cu/ yds	$175.00	USD/Load	
	Saturday premium charge - Ready Mix	$2.00	USD/Cu Yd	
	Truck Rental Fee	$175.00	USD/Hour	1. When using the truck for unscheduled multiple stops. 2. When using the truck to mix material that does not belong to Cemex. 3. Requesting a truck from the hours of 6:00 pm – 4:00 am and having the driver check in and then not being utilized.
Additional Products and Services	Hot water only	.$5.00	USD/Cu Yd	
	Accelerator - Winter Set - 1	$10.00	USD/Cu Yd	
	Accelerator - Winter Set - 2	$15.00	USD/Cu Yd	
	Accelerator - Winter Set - 3	$20.00	USD/Cu Yd	
	Accelerator - Winter Set - 4	$25.00	USD/Cu Yd	
	Retarder - Summer Set - 1	$6.00	USD/Cu Yd	
	Retarder - Summer Set - 2	$7.00	USD/Cu Yd	
	Retarder - Summer Set - 3	$8.00	USD/Cu Yd	
	Retarder - Summer Set - 4	$9.00	USD/Cu Yd	
	Retarder - Summer Set - 5	$10.00	USD/Cu Yd	
	Bucket Washout fee (Chute rinse recovery system)	$25.00	USD/Load	This service must be requested at the time of placing an order
	Color Washout fee	$25.00	USD/Load	Applies to all loads with colored concrete
	Cost for creating and trial batching any new material	$3,000.00	USD per Each	
Plant Opening	Plant Opening Fee	$2,500.00	USD per Each	Between the hours of 6:00 pm – 3:00 am Monday – Friday. Closed on Sundays.

Pricing Conditions
All Sales are subject to CEMEX Standard terms and conditions which shall control and take precedence over any terms and conditions to the contrary in any purchase order or other document.
Customer is responsible for Applicable Sales Tax. Such taxes will appear on invoice unless Sales Tax exemption certificate is on file at CEMEX prior to shipping
If plans or specifications were not available for review at the time of this quote, all specification mixes will require further pricing review.
Seller reserves the right to (i) increase prices on any quotes or accepted orders without notice to reflect any raw material cost increases or surcharge incurred by Seller and (ii) defer or cancel any quotes or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocations of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer because of any such delay or cancellation.
There will be a fuel surcharge on all delivered loads. The charge will be on a sliding scales adjusted monthly based on fuel price according to WEST COAST PADD 5 (Diesel)
Concrete price includes in-plant testing only. Testing on grade is the responsibility of the general contractor
Concrete wash out is the responsibility of the contractor to include on site wash out areas and waste haul off

Payment terms
Payment Terms are standard as follows: Net 10th Prox. (10th of the month following delivery)
Delayed portion of payment will attract a Finance charge of the lessor of 1.5% per month, 18% per annum or maximum permitted under applicable laws

Delivery Availability
Out of Flagstaff deliveries require scheduling in advance and may have to be early or late in the day depending on truck availability

CEMEX Con Mat South,LLC
Quoted By:
Travis Gilbert Mosher

KEAR CIVIL CORPORATION
Accepted By:
EDDIE ANTONELLI

JOB ORDER CONSTRUCTION CONTRACT
#2025-121
(Under Job Order Services Master Contract #2020-100)

City of Flagstaff, Arizona
and
KEAR Civil Corporation

This Job Order Construction Contract ("Contract") is made and entered into this 10 day of January, 2025, ~~2024~~, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and KEAR Civil Corporation, an Arizona corporation ("Contractor"), with offices at 3100 N. Caden Ct. Contractor, 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 **Water/Wastewater General 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 **Water Pump Station Meter Replacement KEAR #2025-121** ("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 the Total Contract Amount of **six hundred forty-six thousand nine hundred sixty-three dollars and eighty-nine cents ($646,963.89)** 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 **three hundred sixty (360) 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. 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, 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 Fossett
President
KEAR Civil Corp.
3100 N. Caden Ct.
Flagstaff, AZ 86004
Mike.Fossett@kearcorp.com

With a Copy to:
Brian Huntzinger
Water Production Manager
City of Flagstaff
4500 Lake Mary Rd
Flagstaff, AZ 86001
BHuntzinger@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

Greg Clifton signed on 1/9/2025 9:46:19 AM

Greg Clifton, City Manager

Attest:

Stacy Saltzburg signed on 1/10/2025 3:46:01 PM

City Clerk

Approved as to form:

Christina Kinnear signed on 12/30/2024 9:04:37 AM

City Attorney

Last Updated November 13, 2023

KEAR Civil Corporation

Signature

Mike Fossett

Printed Name

President

Title

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Water Pump Station Meter Replacement Bond No. 59BCSJA2410
PROJECT NUMBER: #2025-121

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, KEAR Civil Corporation
(hereinafter called the Principal), as Principal, and, Hartford Fire Insurance Company
, a corporation organized and existing under the laws of the State of CT
, with its principal office in the City of Hartford, CT
("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of Six Hundred Forty Six Thousand Nine Hundred Sixty Three Dollars and 89/100 Dollars ($646,963.89
) 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 12th day of December 2024 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 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.

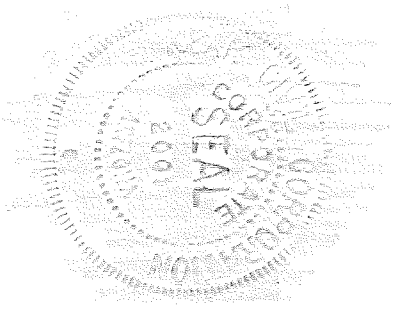
Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

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 10th day of December 20 24 .

KEAR Civil Corporation	Hartford Fire Insurance Company
Principal (Seal)	Surety (Seal)
By: Mike Fossett, President	By: Jessika Gulliver, Attorney-in-Fact
USI Insurance Services LLC	2375 E.Camelback Road #250, Phoenix, AZ 85016
Agency of Record	Agency Address



CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Water Pump Station Meter Replacement Bond No. 59BCSJA2410
PROJECT NUMBER: #2025-121

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, KEAR Civil Corporation

(Hereinafter called the Principal), as Principal, and, Hartford Fire Insurance Company

, a corporation organized and existing under the laws of the State of CT, with its principal office in the City of Hartford, CT ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of Six Hundred Forty Six Thousand Nine Hundred Sixty Three Dollars and 89/100 Dollars ($646,963.89) 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 12th day of December, 20 24, 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 10th day of December 20 24.

KEAR Civil Corporation	Hartford Fire Insurance Company
Principal (Seal)	Surety (Seal)
By: Mike Fossett, President	By: Jessika Gulliver, Attorney-in-Fact
USI Insurance Services LLC	2375 E.Camelback Road #250, Phoenix, AZ 85016
Agency of Record	Agency Address

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
Agency Code: 59-305706

X	**Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
X	**Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
X	**Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Jorge L. Mendez, Jessika Gulliver, Kischa Rushing

of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 10, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

EXHIBIT A - SPECIFICATIONS

Finish Water Pump Station Meter Replacement

LAKE MARY WATER TREATMENT PLANT

Flagstaff, Arizona

KEAR CIVIL CORPORATION

Prepared & Submitted By:

KEAR Civil Corporation
22555 N. 20th Ave
Phoenix, AZ 85027

www.kearcorp.com

TN Lic 65481

Aug 20, 2024

City of Flagstaff
2323 N. Walgreens Street Suite 01
Flagstaff, AZ 86004
Attn: Brian Huntzinger

Subject: Proposal for Lake Mary Finish Water Pump Station Meter Replacement
Reference: JOC- Flagstaff Lake Mary Water Treatment Plant/ Drawing 9111G-10

Dear Brian Huntzinger,

We are pleased to submit our proposal for the necessary work on the Lake Mary Finish Water Pump Station Meter Replacement. This letter outlines the scope of work and provides a detailed quote for the project.

The project scope includes the following key activities:

1) The removal of the existing yard piping finished water pump station, and existing valve and meter, as indicated on drawing D-01.
2) Hauling and disposing of the removed materials off-site and excavating for the installation of a new vault.
3) Preparation of the surface and installation of a new vault, ductile pipe and pipe support, 7200 series ENVIROMAG flow meter, and related components and back filling to finish as shown in drawing M-02.
4) Asphalt repairs and landscaping to restore the area following the installation.
5) Functional testing of the new flow meter, as well as training for operational staff on its use included.
6) Electrical work, including new conduit runs, and pulling and connecting data and power lines as shown in drawing TM-01.

During the execution of the project, KEAR's supervision team will oversee all operations, ensuring that the process runs smoothly and providing regular progress reports estimated duration 30 days to complete.

Enclosed is a detailed quote for the work outlined above. We are confident that our proposal offers a comprehensive solution to restore the functionality, integrity, and appearance of the Lake Mary Finish Water Pump Station, ensuring its long-term performance.

We look forward to the opportunity to collaborate on this important project and are eager to apply our expertise to ensure its successful completion. Kindly let us know your decision at your earliest convenience so we can schedule the work and proceed accordingly.

Project Manager
Best regards,

Sincerely,
KEAR Civil Corporation

James Orsillo
Project Manager

James Orsillo

22555 N 20TH AVENUE
PHOENIX, ARIZONA 85027
PHONE (623) 580-1100
FAX (623) 580-1101
WWW.KEARCORP.COM

City of Flagstaff Job Order Cost Proposal

Contractor Name	KEAR Civil Corporation		
Contract Type:	JOC	City Project No.:	
Job Order No.:		Contractor Job #	N/A
City Project Mgr.	Brain Huntzinger	Prepared By:	James Orsillo
Fee Type:		Revision#	0
Location	Lake Mary WTP		
Job Title	**Lake Mary Finish Water Pump Station Meter Replacement**		
Description of Work to be Performed (supporting information attached):	The project involves the removal of the existing yard piping, finished water pump station, and valve and meter as per drawing D-01. After hauling and disposing of the removed materials, excavation will be done to install a new vault. The surface will be prepped for the installation of the new vault, ductile pipe, pipe support, and a 7200 series electromagnetic flow meter, followed by backfilling as indicated in drawing M-02. Asphalt repairs and landscaping will be completed to restore the area. The scope also includes functional testing of the new flow meter and providing training for operational staff. Electrical work will involve new conduit runs and connecting data and power lines as per drawing TM-01.		

SECTION A: LABOR (inclusive of burden)

			Labor Cost	
Position	Unit	Quantity	Each	Total
Project Manager	Hours	176.00	$ 118.67	$ 20,885.82
Project Engineer	Hours	176.00	$ 63.23	$ 11,127.60
Project Superintendent	Hours	176.00	$ 106.35	$ 18,717.33
Pipelayer	Hours	156.00	$ 46.73	$ 7,289.65
Operator	Hours	144.00	$ 44.25	$ 6,371.75
Apprentice / Laborer	Hours	196.00	$ 41.11	$ 8,058.09
Per Diem	Hours	120.00	$ 173.57	$ 20,828.00
Per Diem	Hours	36.00	$ 218.00	$ 7,848.00
	Hours	-	-	
			Section "A" Sub-Total	$ 101,126.24

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)				
			Labor Cost	
Item	Unit	Quantity	Each	Total
Backhoe - CAT 426 Backhoe .37CY	Hours	140.00	$ 44.19	$ 6,186.00
JD 710 Backhoe .37CY	Hours	4.00	$ 123.50	$ 494.00
12" Plate Compactor	Hours	20	$ 160.45	$ 3,209.00
Reach Forkllift	Hours	140	$ 48.51	$ 6,792.00
Pick Up Truck - Light Duty	Hours	528	$ 13.81	$ 7,292.00
Boom Truck	LP	1.00	$ 4,800.00	$ 4,800.00
Small Tools & Supplies (Consumables)	LP	1	$ 5,000.00	$ 5,000.00
Temp Fence	LP	1	$ 3,000.00	$ 3,000.00
MOB / DMOB	LP	1	$ 1,500.00	$ 1,500.00
		-	-	
			Section "B" Sub-Total	$38,273.00

SECTION C: Material (Please attach supporting information)				
			Material	
Item	Unit	Quantity	Each	Total
KROHNE - ENVIROMAG 2000	EA	1.00	$ 21,025.00	$ 21,025.00
Ductile Pipe and Fittings	LP	1.00	$ 135,083.26	$ 135,083.26
Valves	LP	1.00	$ 32,165.15	$ 32,165.15
Pre Cast Vault	EA	1	$ 32,165.15	$ 32,165.15
Pipe Support and Cast	EA	3.00	$ 1,962.00	$ 5,886.00
Civil Material Misc Material & Tools	EA	1.00	$ 45,686.24	$ 45,686.24
Mechaincal Misc Materal & Tools	EA	1.00	$ 81,132.61	$ 81,132.61
		-	-	
			Section "C" Sub-Total	$ 353,143.41

SECTION D: SUBCONTRACTORS & CONSULTANTS (Please attach supporting information)

Company	Description of wok	Total
Asphalt	Cut and repair street	$ 15,000.00
Landscape	Restore surrondings	$ 2,000.00
Elcetrical Contractor	Run condit and Connect power and data	$ 10,000.00
Mateial Testing	Compaction	$ 4,000.00
Potholing	Potholing	$ 5,600.00
Survey	Survey	$ 6,000.00
	Section "D" Sub-Total	$ 42,600.00

OVERHEAD:	5.50%	(% to be taken from matrix)
PROFIT:	8.75%	(% to be taken from matrix)

Subtotal General Contractor Costs (A+C):	$454,269.65
O&P (% of A+C):	$64,733.43
Subtotal General Contractor Costs (B):	$38,273.00
Total General Contractor Costs including O&P:	$557,276.08
Subtotal Subcontractor Costs (D)	$42,600.00
Subcontractor Profit (5% of D)	$2,130.00
Total Subcontractor Costs including O&P:	$44,730.00
TOTAL GC and Subcontractor Costs including O&P:	$602,006.08
Bond Costs @ 1.5%	$9,030.09
Sales Tax (65% of 9.181%)	$35,927.72
Subtotal Job Cost:	$646,963.89
Owner's Contingencies	$0.00
TOTAL JOB COST:	$646,963.89

Owner must provide prior approval (in writing) before the use of any Contingency Funds

Submitted By

James Orsillo

Date

10/15/20024

Flow Meter Spec

ENVIROMAG 2000 Technical Datasheet

Electromagnetic Flow Sensor

- Engineered and manufactured for the North American water and wastewater industry
- NSF Approved for potable water
- Proven and unsurpassed lifetime performance
- Long-term reliability and durability
- Available IP68 rating
- Available for direct burial installation

KROHNE

Solution for the water & wastewater Industry

The **ENVIROMAG 2000** magmeter is the optimum solution for North American water and wastewater measurement applications. It's design and performance makes it the choice for flow measurement throughout the process.

1. Flanged design
2. PP. Polyurethane and Hard Rubber liner
3. 3/8" to 80" diameter
4. ANSI or AWWA flanges

Highlights

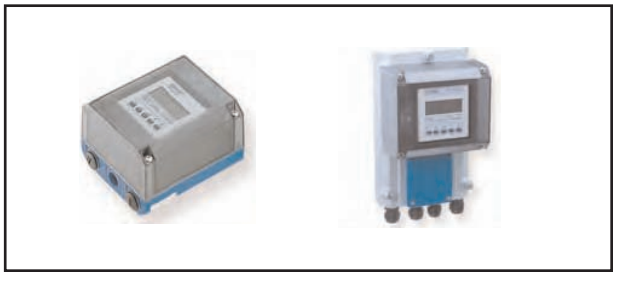
- Short inlet and outlet runs
- Unaffected by contamination, solids, fibers, slurries
- No maintenance
- Wet calibrated - includes calibration report
- Suitable for potable, chlorinated, fluorinated water, etc.
- Continuous self diagnostics
- NSF approved
- Available "virtual reference" eliminates grounding rings

Applications

- Wastewater processes
- Desalination processes
- Irrigation networks
- Clean water processes
- Water distribution
- Cooling stations - district heating

OPTIFLUX converters: All converters fit to all sensors

IFC 300 High-performance solution



IFC 010 Economical solution

ENVIROMAG 2000

Technical Data

Nominal diameter	VB14											VB15								VB16											
ASME [inch]	3/8"	1/2"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	4"	5"	6"	8"	10"	12"	14"	16"	18"	20"	24"	28"	32"	36"	40"	48"	54"	56"	60"	64"	72"	80"
DN [mm]	10	15	25	32	40	50	65	80	100	125	150	200	250	300	350	400	450	500	600	700	800	900	1000	1200	1350	1400	1500	1600	1800	2000

Nominal Flange Pressure

ASME B16.5 - 150 lbs RF	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■											
ASME B16.5 - 300 lbs RF	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒																
AWWA - class B FF																	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒
AWWA - class D FF																	▒	▒	▒	■	■	■	■	■	■	■	■	■	■	■

> 80"/2000 mm on request (OPTIFLUX Series)
AWWA Class D flanges ≤ 150PSI
AWWA Class B flanges ≤ 50 PSI

Liner

Polypropylene	■	■																												
Hardrubber (NSF approved)			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Polyurethane (NSF approved)						▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒							

See pressure and temperature limits for various liners

Electrodes (Replaceable)

Hastelloy C4	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒
Stainless steel(AISI 316 L)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Hastelloy B2	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒

(Titanium, Tantalum, Platinum available on request)

Grounding rings

Virtual Reference[1]			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Hastelloy C4	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒																			
Stainless steel 1,4571 (AISI 316 Ti)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

[1]Only with IFC300 Converter. Must specify option at time of order.

Materials

Measuring tube - austenitic stainless steel	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Housing																														
Sheet steel (polyurethane coated)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Stainless steel	▒	▒	▒	▒	▒	▒	▒	▒	▒																					
Flanges																														
Carbon Steel	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■							
Stainless steel(AISI 316 L)	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒		■	■	■	■	■	■	■
Stainless steel (AISI 304)	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒		■	■	■	■	■	■	■
Connection box																														
Die-cast aluminium (polyurethane coated)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Stainless steel connection box	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒

Protection category

IP 66 / 67 (NEMA 4/4X / 6)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
IP 68 (NEMA 6P[1])	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒

Approvals

General Purpose	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
CSA - Ordinary Locations	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒	▒

Please note the approvals are for flow sensors only.

Versions

Compact + IFC 300 C	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Separate + IFC 300 F, R, W	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Compact + IFC 010 C	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■							
Separate + IFC 010 W	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■							

Conductivity

Min. conductivity	min. 20 µS/cm

[1]Separate Only with Stainless Steel Junction Box

■ Standard Feature ▒ Optional Feature

Temperature Range

Temperature range [°C]	Process [°C]		Ambient [°C]	
	min.	max.	min.	max.
Hardrubber				
Separate flow sensor (OPTIFLUX 2000 F)	-5	80	-40	65
Compact with IFC 300 (OPTIFLUX 2300 C)	-5	80	-40	65
Compact with IFC 010 (OPTIFLUX 2010 C)	-5	80	-25	60

* Hard Rubber available for sizes DN25 - 2000

Polyurethane				
Separate flow sensor (OPTIFLUX 2000 F)	-5	69	-40	65
Compact with IFC 300 (OPTIFLUX 2300 C)	-5	69	-40	65
Compact with IFC 010 (OPTIFLUX 2010 C)	-5	69	-25	60

* Polyurethane available for DN 50-1000

Polypropylene				
Separate flow sensor (OPTIFLUX 2000 F)	-5	90	-40	65
Compact with IFC 300 (OPTIFLUX 2300 C)	-5	90	-40	65
Compact with IFC 010 (OPTIFLUX 2010 C)	-5	90	-25	60

* Polypropylene available for DN 10-15

Temperature range [°F]	Process [°F]		Ambient [°F]	
	min.	max.	min.	max.
Hardrubber				
Separate flow sensor (OPTIFLUX 2000 F)	23	176	-40	149
Compact with IFC 300 (OPTIFLUX 2300 C)	23	176	-40	149
Compact with IFC 010 (OPTIFLUX 2010 C)	23	176	-13	140

* Hard Rubber available for sizes 1" - 80"

Polyurethane				
Separate flow sensor (OPTIFLUX 2000 F)	23	156	-40	149
Compact with IFC 300 (OPTIFLUX 2300 C)	23	156	-40	149
Compact with IFC 010 (OPTIFLUX 2010 C)	23	156	-13	140

* Polyurethane available for sizes 2" - 40"

Polypropylene				
Separate flow sensor (OPTIFLUX 2000 F)	23	194	-40	149
Compact with IFC 300 (OPTIFLUX 2300 C)	23	194	-40	149
Compact with IFC 010 (OPTIFLUX 2010 C)	23	194	-13	140

* Polypropylene available for ASME 3/8" - 1/2"

Vacuum Load

Liner	Diameter	Minimum operating pressure absolute in mbar (abs) at process temperature			
	[mm]	20ºC	40ºC	60ºC	80ºC
Polypropylene	DN 10 - 15	250	250	400	400
Hardrubber	DN 25 - 300	250	250	400	400
and	DN 350 - 1000	500	500	600	600
Polyurethane	DN 1200 - 2000	600	600	750	750

Liner	Diameter	Minimum operating pressure absolute in psia at process temperature			
	[inch]	68ºF	104ºF	140ºF	176ºF
Polypropylene	3/8" - 1/2"	3.6	3.6	5.8	5.8
Hardrubber	1"-12"	3.6	3.6	5.8	5.8
and	14" - 40"	7.3	7.3	8.7	8.7
Polyurethane	48" -80"	8.7	8.7	10.9	10.9

Dimensions and Weights

Refer to diagrams on page 7

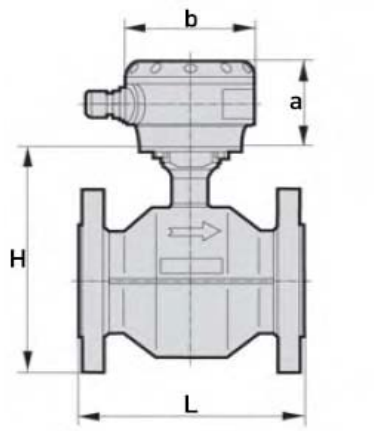
Nominal size	Flange Type/	Dimensions [mm]						Dimensions [inch]						Approximate weight	
					T						T				
[inch-mm]	Rating	L[1]	H	W	box	010	300	L[1]	H	W	box	010	300	[kg]	[lb]
3/8"- 10	ANSI 150	150	179	89	257	285	339	5.9	7.1	3.5	10.1	11.2	13.3	7	16.0
1/2"- 15	ANSI 150	150	179	89	257	285	339	5.9	7.1	3.5	10.1	11.2	13.3	7	16.0
1" - 25	ANSI 150	150	179	108	257	285	339	5.9	7.1	4.3	10.1	11.2	13.3	8	18.0
1½" -40	ANSI 150	150	203	127	281	309	363	5.9	8.0	5.0	11.1	12.2	14.3	10	22.0
2" -50	ANSI 150	200	191	152	269	297	351	7.9	7.5	6.0	10.6	11.7	13.8	13	29.0
3" - 80	ANSI 150	200	210	191	288	316	370	7.9	8.3	7.5	11.3	12.4	14.6	17	37.0
4" - 100	ANSI 150	250	256	229	334	362	416	9.8	10.1	9.0	13.2	14.3	16.4	23	51.0
5" - 125	ANSI 150	250	280	254	358	386	440	9.8	11.0	10.0	14.1	15.2	17.3	27	60.0
6" - 150	ANSI 150	300	304	279	382	410	464	11.8	12.0	11.0	15.0	16.1	18.3	34	75.0
8" - 200	ANSI 150	350	355	343	433	461	515	13.8	14.0	13.5	17.0	18.1	20.3	50	110.0
10" - 250	ANSI 150	400	433	406	511	539	593	15.8	17.1	16.0	20.1	21.2	23.3	73	160.0
12" - 300	ANSI 150	500	499	483	577	605	659	19.7	19.7	19.0	22.7	23.8	25.9	100	220.0
14" - 350	ANSI 150	500	552	533	630	658	712	19.7	21.7	21.0	24.8	25.9	28.0	114	250.0
16" - 400	ANSI 150	600	608	597	686	714	768	23.6	23.9	23.5	27.0	28.1	30.2	155	340.0
18" - 450	ANSI 150	600	672	635	750	778	832	23.6	26.5	25.0	29.5	30.6	32.8	170	375.0
20" - 500	AWWA Cl. D	600	739	699	817	845	899	23.6	29.1	27.5	32.2	33.3	35.4	191	420.0
24" - 600	AWWA Cl. D	600	852	813	930	958	1012	23.6	33.5	32.0	36.6	37.7	39.8	250	550.0
28" - 700	AWWA Cl. D	700	918	927	996	1024	1078	27.6	36.1	36.5	39.2	40.3	42.4	320	704.0
30" - 750	AWWA Cl. D	800	974	984	1052	1080	1134	31.5	38.3	38.8	41.4	42.5	44.6	358	787.6
32" - 800	AWWA Cl. D	800	1038	1060	1116	1144	1198	31.5	40.9	41.8	43.9	45.0	47.2	395	869.0
36" - 900	AWWA Cl. D	900	1144	1168	1222	1250	1304	35.4	45.0	46.0	48.1	49.2	51.3	450	990.0
40" - 1000	AWWA Cl. D	1000	1258	1289	1336	1364	1418	39.4	49.5	50.8	52.6	53.7	55.8	665	1463.0
42" - 1050	AWWA Cl. D	1300	1313	1350	1391	Not Applicable	1473	51.2	51.7	53.1	54.8	Not Applicable	58.0	683	1502.6
48" - 1200	AWWA Cl. D	1300	1483	1511	1561	Not Applicable	1643	51.2	58.4	59.5	61.5	Not Applicable	64.7	970	2134.0
54" - 1350	AWWA Cl. D	1600	1635	1682	1713	Not Applicable	1795	63.0	64.4	66.2	67.4	Not Applicable	70.7	TBA	TBA
60" - 1500	AWWA Cl. D	1700	1782	1860	1860	Not Applicable	1942	66.9	70.2	73.2	73.2	Not Applicable	76.5	TBA	TBA
70" - 1750	AWWA Cl. D	1800	2139	2197	2217	Not Applicable	2299	70.9	84.2	86.5	87.3	Not Applicable	90.5	TBA	TBA

Nominal size	Flange Type/	Dimensions [mm]						Dimensions [inch]						Approximate weight	
					T						T				
[inch-mm]	Rating	L[1]	H	W	box	010	300	L[1]	H	W	box	010	300	[kg]	[lb]
1" - 25	ANSI 300	150	145	124	223	251	305	5.9	5.7	4.9	8.8	9.9	12.0	8	18.0
1½" -40	ANSI 300	200	169	156	247	275	329	7.9	6.7	6.1	9.7	10.8	13.0	9	20.0
2" -50	ANSI 300	250	186	165	264	292	346	9.8	7.3	6.5	10.4	11.5	13.6	13	29.0
3" - 80	ANSI 300	250	214	210	292	320	374	9.8	8.4	8.3	11.5	12.6	14.7	17	37.0
4" - 100	ANSI 300	300	275	254	353	381	435	11.8	10.8	10.0	13.9	15.0	17.1	23	51.0
6" - 150	ANSI 300	350	316	318	394	422	476	13.8	12.4	12.5	15.5	16.6	18.7	36	79.0
8" - 200	ANSI 300	400	382	381	460	488	542	15.8	15.0	15.0	18.1	19.2	21.3	71	157.0
10" - 250	ANSI 300	500	448	445	526	554	608	19.7	17.6	17.5	20.7	21.8	23.9	112	247.0
12" - 300	ANSI 300	600	519	521	597	625	679	23.6	20.4	20.5	23.5	24.6	26.7	170	375.0
14" - 350	ANSI 300	700	595	584	673	701	755	27.6	23.4	23.0	26.5	27.6	29.7	215	474.0
16" - 400	ANSI 300	800	646	648	724	752	806	31.5	25.4	25.5	28.5	29.6	31.7	290	639.0
18" - 450	ANSI 300	800	709	711	787	815	869	31.5	27.9	28.0	31.0	32.1	34.2	359	789.0
20" - 500	ANSI 300	800	777	775	855	883	937	31.5	30.6	30.5	33.7	34.8	36.9	426	937.0
24" - 600	ANSI 300	800	903	914	981	1009	1063	31.5	35.5	36.0	38.6	39.7	41.8	611	1345.0

Notes:

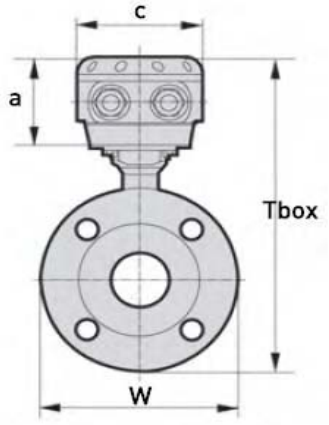
[1] If flowmeter is supplied with separate grounding rings, the totals fitting length "L" is computed as follows: "L" + 2 x 3 mm (1/8")+ 2 x gasket thickness

Frontview ENVIROMAG 2000F



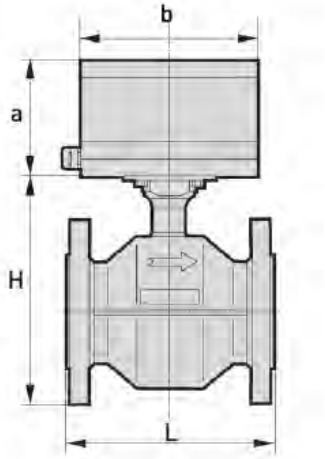
a = 77 mm / 3,1"
b = 111 mm / 4,4"

Sideview ENVIROMAG 2000F



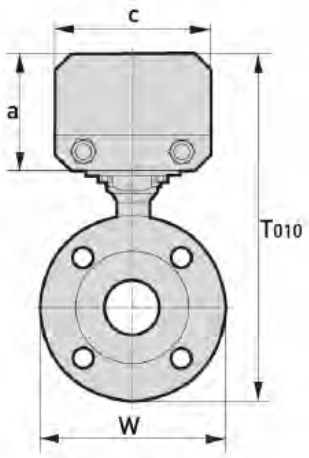
a = 77 mm / 3,1"
c = 106 mm / 4,2"

Frontview ENVIROMAG 2010C



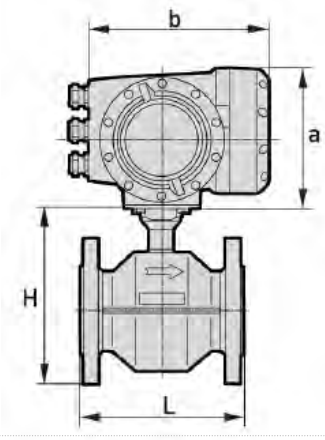
a = 105 mm / 4,2 "
b = 160 mm / 6,3"

Sideview ENVIROMAG 2010C



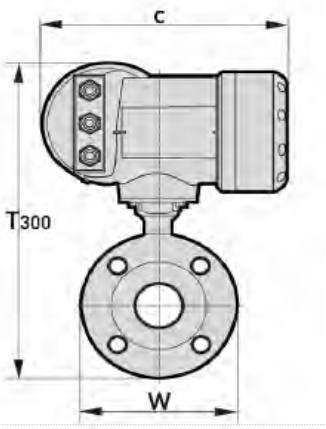
a = 105 mm / 4,2"
c = 140mm / 5,5"

Frontview ENVIROMAG 2300C



a = 155 mm / 6,1"
b = 202 mm / 7,8"

Sideview ENVIROMAG 2300C



c = 260 mm / 10,2"

KROHNE Product Overview

- Electromagnetic flowmeters
- Variable area flowmeters
- Mass flowmeters
- Ultrasonic flowmeters
- Vortex flowmeters
- Flow controllers
- Level measuring instruments
- Pressure gauges
- Temperature measuring instruments
- Water solutions & analysis
- Oil and gas turnkey solutions

KROHNE, Inc.
7 Dearborn Road
Peabody, MA, 01960 (USA)
1-800-FLOWING (978 535-6060)
www.krohne.com/northamerica
info@krohne.com

KROHNE

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Chapman, Wildland Fire Captain

Co-Submitter: Lauren Clementino

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with EnviroSystems Management, Inc. in the amount of $882,664.18 with grant funds to conduct environmental surveys required to implement wildfire risk reduction thinning and burn operations across priority United States Forest Service (USFS) lands.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with EnviroSystems Management, Inc. in the amount of $882,664.18 with grant funds to conduct environmental surveys required to implement wildfire risk reduction thinning and burn operations across priority USFS) lands; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Ecological thinning and beneficial fire reduce the escalating risk of undesirable wildfires to both the community and the surrounding watersheds across the Coconino National Forest. The area's forests have naturally adapted to frequent, low-intensity fire, a process that has been disrupted for over a century by fire suppression and exclusion policies.

Ecological thinning and beneficial fire on federal lands require heritage surveys as part of compliance with federal laws, including the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA). These surveys identify and evaluate cultural resources to ensure they are protected from potential damage caused by thinning and fire operations.

The Cooperative Purchase Contract with EnviroSystems Management, Inc. will implement heritage surveys and other cultural resources work needed to prepare priority areas across the Coconino National Forest for ecological thinning and beneficial fire.

On September 5, 2023, the, City Council approved a grant from the U.S. Department of Agriculture, United States Forest Service, and Coconino National Forest - Four Forest Initiative Heritage Support – Grant Number 23-PA-11030400-261 (SPA). Under the provisions of the SPA, the City will be reimbursed for costs associated with the Contract.

Financial Impact:

Project Name: Cooperative Purchase Contract with EnviroSystems Management, Inc. - Coconino National Forest Heritage Support
Cost: $882,664.18
Account Number Budgeted: 070-03-052-6396-2-4208
FY2025-26 Budgeted Amount: $1,000,000
Grant Funded: $1,153,736.50
Funding Source: U.S. Department of Agriculture, United States Forest Service, and Coconino National Forest - Four Forest Initiative Heritage Support – Grant Number 23-PA-11030400-261

Policy Impact:

The Cooperative Purchase Contract supports existing programs and community-wide plans. It does not change current policy.

Previous Council Decision or Community Discussion:

On September 5, 2023, the City Council approved a grant from the U.S. Department of Agriculture, United States Forest Service, and Coconino National Forest - Four Forest Initiative Heritage Support – Grant Number 23-PA-11030400-261 which will allow the City to be reimbursed for costs associated with the environmental surveys required to implement wildfire risk reduction thinning and burn operations across priority USFS lands.

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract with EnviroSystems Management, Inc. and allow work to begin in a timely manner; or
2. Not approve the Contract which will cause unplanned delays and possible cost increases.

Background and History:

The Purchasing Section reviewed the General Services Administration (GSA) competitively solicited cooperative purchase options available and confirmed that the GSA conducted a fair, competitive and open procurement process through a formal solicitation that resulted in a contract with EnviroSystems Management, Inc. This underlying GSA agency contract (47QRAA22D005M) has been verified as valid and appropriate for the purchase of the specified services and presents the best value to the City of Flagstaff.

Connection to PBB Priorities and Objectives:

1. High Performing Governance: Implement innovative local government programs, new ideas and best practices; Be recognized as a model for others to follow
2. Safe and Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules and regulations, & land use practices
3. Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources; Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Connection to Regional Plan:

Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 -- Invest in forest health and watershed protection measures.
Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a firedependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Connection to Carbon Neutrality Plan:

HF-1: Protect existing forests, resources, and meaningful open spaces.
HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
HF-3: Educate the public on forest health and wildfire risk reduction.

Connection to 10-Year Housing Plan:

3.2 Encourage neighborhoods, housing types, and building practices that increase health.

Reducing wildfire risk in the natural environment directly supports wildfire risk reduction in the built environment, as the intensity and likelihood of vegetation fire transitioning to a community structure fire is reduced.

Connection to Division Specific Plan:

Service Level Goals: Increase community outreach & Reduce risks through Prevention & WFM efforts
Standardization and Improved Partnership Goals: Advance Community Risk Reduction measures

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Attachments: EnviroSystems Cooperative Purchase Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. _____

The Cooperative Purchase Contract ("Contract") by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and EnviroSystems Management, Inc., an Arizona corporation ("Contractor") shall be effective as of the date of the last signature below.

RECITALS:

A. Contractor is a fully authorized provider of Cultural Resources Surveys, Site Visits, Recording/Updates, Evaluations of NRHP Eligibility and NRM Data Entry who is recognized as a General Services Administration (GSA) Advantage Contractor under **GSA Contract Number 47QRAA22D005M** ("Agency Contract"); and

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and/or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as *Exhibit A*, and the Proposal attached as *Exhibit B* in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Cultural Resources Surveys, Site Visits,
Recording/Updates, Evaluations of NRHP Eligibility
and NRM Data Entry

2. Terms and Conditions of Agency Contract Apply: All provisions of **GSA Contract Number 47QRAA22D005M**, including any amendments, are incorporated in and shall apply to The Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.

3. Grant Provisions: Payment to Contractor shall include grant funds derived from the U.S. Department of Agriculture, United States Forest Service, and Coconino National Forest. The provisions of the Four Forest Initiative Heritage Support – Grant Number 23-PA-11030400-261 shall apply to the terms and conditions of The Contract.

4. Payment:

   4.1. Payment to Contractor for the materials and/or services not to exceed **eight hundred eighty-two thousand, six hundred sixty-four dollars and eighteen cents ($882,664.18)**; made in accordance with the price list and terms set forth in the Agency Contract.

   4.2. Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than $100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. If requested, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term and Renewal: The Contract shall commence upon execution by the Parties and shall continue for a period of three (3) years with an option for two (2), one (1)- year renewal periods.

7. Notice: Any formal notice required under the Contract shall be in writing and sent by mail and email as follows:

To the City:	To Contractor:
Neil Chapman Wildland Fire Captain City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email: neil.chapman@flagstaffaz.gov	David R. Hart Vice President EnviroSystems Management, Inc. 23 E. Fine Avenue Flagstaff, AZ 86001 Email: dhart@esmaz.com
To the City:	With a copy to:
Lauren Clementino Senior Planner City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email: lclementino@flagstaffaz.gov	Joshua Linam Sr. Procurement Specialist City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email: Joshua.linam@flagstaffaz.gov

8. List of Exhibits

   Exhibit A – Scope of Work
   Exhibit B – Proposal
   Exhibit C – Grant Provisions

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

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the City and Contractor, by their duly authorized representatives, have executed The Contract as of the date written above.

City of Flagstaff	**Contractor**
By:_____ City Manager	By:_____ Title:_____
Dated:_____	Dated:_____
Attest:	Approved as to form:
_____ City Clerk	_____ City Attorney

EXHIBIT A - SCOPE OF WORK

CITY NEEDS: The City of Flagstaff Fire Department is seeking a proposal from a professional firm to provide cultural surveys, site revisits and re-recordings/site updates, evaluations of sites for their eligibility to the National Register of Historic Places, reporting, data entry and management of Natural Resource Manager (NRM) cultural resource database of record, and other cultural resources work as needed across the Flagstaff and Mogollon Rim Ranger Districts of the Coconino National Forest.

All submissions must be electronic.

PROJECT SPECIFICATIONS

This agreement provides for cultural surveys, site revisits, re-recordings/site updates, evaluations of sites for their eligibility to the National Register of Historic Places, reporting, data entry and management of Natural Resource Manager (NRM) cultural resource database of record, and other cultural resources work as needed. Cultural survey project efforts will be documented for submission to the Coconino National Forest and the Arizona State Historic Preservation Office for concurrence, as needed. Project work will include heritage inventory and management in support of ecosystem restoration, hazardous fuels reduction work, and more.

This project requires two reports, including one each for heritage work on the Flagstaff and Mogollon Rim Ranger Districts. Project work listed below will be separated into the two different reporting efforts specific to those districts.

All project work undertaken in this agreement will occur on National Forest System (NFS) lands. With regard to the City's contributed labor, the City is responsible for the daily administration and supervision of its employees, contractors, and/or volunteers; the U.S. Forest Service is responsible for the oversight of the City's fulfillment of agreement tasks outlined in this agreement. The Coconino National Forest and the City will work as collaborators in the management and oversight of contracts.

The Contractor shall furnish all personnel, facilities, equipment, materials, supplies and services and otherwise do all things necessary for heritage resources field inventory, site updates, and other associated activities located on the National Forest lands within Region 3 of the U.S.D.A. Forest Service in Arizona, hereinafter referred to as ‘the Forest Service’. The scope of this project will include intensive and sample archaeological pedestrian survey and site updates as described below and in task orders to be issued under this contract.

For numerous widely scattered spot surveys of small areas (for example site inspections/re-recording for numerous previously recorded archaeological sites scattered across a forest unit) details of specific projects will be provided to the contract awardees for pricing these tasks. Pricing for these scattered units will be project specific and will be separate from the block survey acres.

TASKS

Unless otherwise specified in the individual task projects, the contractor will be required to meet the following schedule for each task order issued:

A. Fieldwork – Progress reports shall be delivered to the designated City of Flagstaff Representative at the time schedule identified in the task order. Within five (5) business days of the completion of fieldwork, the contractor shall deliver to the copies of all draft site forms, IO forms, sketch maps, topographic maps showing site locations and geospatial data.

B. Draft Report – One electronic copy of the draft report with all forms, photographs, electronic data/files, digital images, and maps will be completed and delivered to the COR, postmarked no later than 40 business days after the completion of the fieldwork.

C. All site recording, site update data, and geospatial data collected by the contractor, as specified in this package, will be done so through the NRM Heritage Mobile application. A draft version of the data package will be submitted after the contractor has received comments on their draft report comments. This will be reviewed by the COR and then the contractor will make all final edits and it will be submitted with the final deliverables package.

D. City of Flagstaff Representative Review – Will be completed with comments and suggested changes (if necessary) delivered to the contractor, postmarked no later than 45 business days after the receipt of the draft report.

E. Final Report – One paper copy of the final reports and one electronic copy of the final reports with all forms, photographs, electronic data/files, digital images, maps, along with final geospatial data must be completed and delivered to the COR, postmarked no later than 20 business days after the receipt of the COR Draft Report Review.

Flagstaff Ranger District Project:

Timber/Rx Sample Survey (total acres)	**914**
Low site density	914
High site density	0

Revisits outside of survey units (see Table 1, below)	10
Revisits within survey units	0
Data Entry (up to)	30

Table 1 includes information on site revisits for sites within the overall restoration units that are having sample survey completed therein. There are ten sites to be updated and some may occur in the pedestrian survey units. See information below on the level of update needed.

Table 1. Site updates within the overall restoration units.

RESOURCE #	Resource Name	NRHP Status	Updated in ESM Contract?
3040500102		**Eligible**	**Yes, full update**
3040500125			**Yes, full update**
3040500276	**MORMON LAKE GUARD STATION**	**Eligible**	**Yes, only validate, full updates 2017-2019**
3040500332		**Eligible**	**Yes, partial and/or validate update since last update was 2014**
3040500333	**SALAS HOMESTEAD**	**Unevaluated**	**Yes, partial and/or validate update since last update was 2016. Do need NRHP eval**
3040500393		Not Eligible	No, Determined Not Eligible
3040500413		Not Eligible	No, Determined Not Eligible
3040500457			**Yes, full update**
3040500458			**Yes, full update**
3040500491			No, updated in 22PA110304-174
3040500552		Eligible	No, updated in 22PA110304-174 and full update in 2019
3040500553			No, site has been declassified. Will remove from project
3040500570	**SCOTT SPRING CABIN**		**Yes, full update**
3040500571			No, updated in 22PA110304-174
3040500572			No, updated in 22PA110304-174
3040500583			No, updated in 22PA110304-174
3040500587			**Yes, full update**

3040500590	Clark Valley RR	Not Eligible	No, Determined Not Eligible
3040500592	Clark Valley-Howard Mountain RR	Not Eligible	No, Determined Not Eligible
3040500594	Mormon Mountain RR	Not Eligible	No, Determined Not Eligible
3040500594	Mormon Mountain RR	Not Eligible	No, Determined Not Eligible
3040500704	OLD LAKE MARY ROAD	Eligible	No, validate portions in survey blocks, not overall restoration blocks. Possible you will find new segments.
3040500793		Not Eligible	No, Determined Not Eligible
3040500810	Tempe Camp		No, Option C. If Option C not awarded then will leave unevaluated with a quick validate.
3040500850		**Unevaluated**	**Yes, partial and/or validate update since last updates in 2016 and 2017. Do need NRHP eval**
3040500856		Not Eligible	No, Determined Not Eligible
3040500857		Not Eligible	No, Determined Not Eligible

If budget allows:

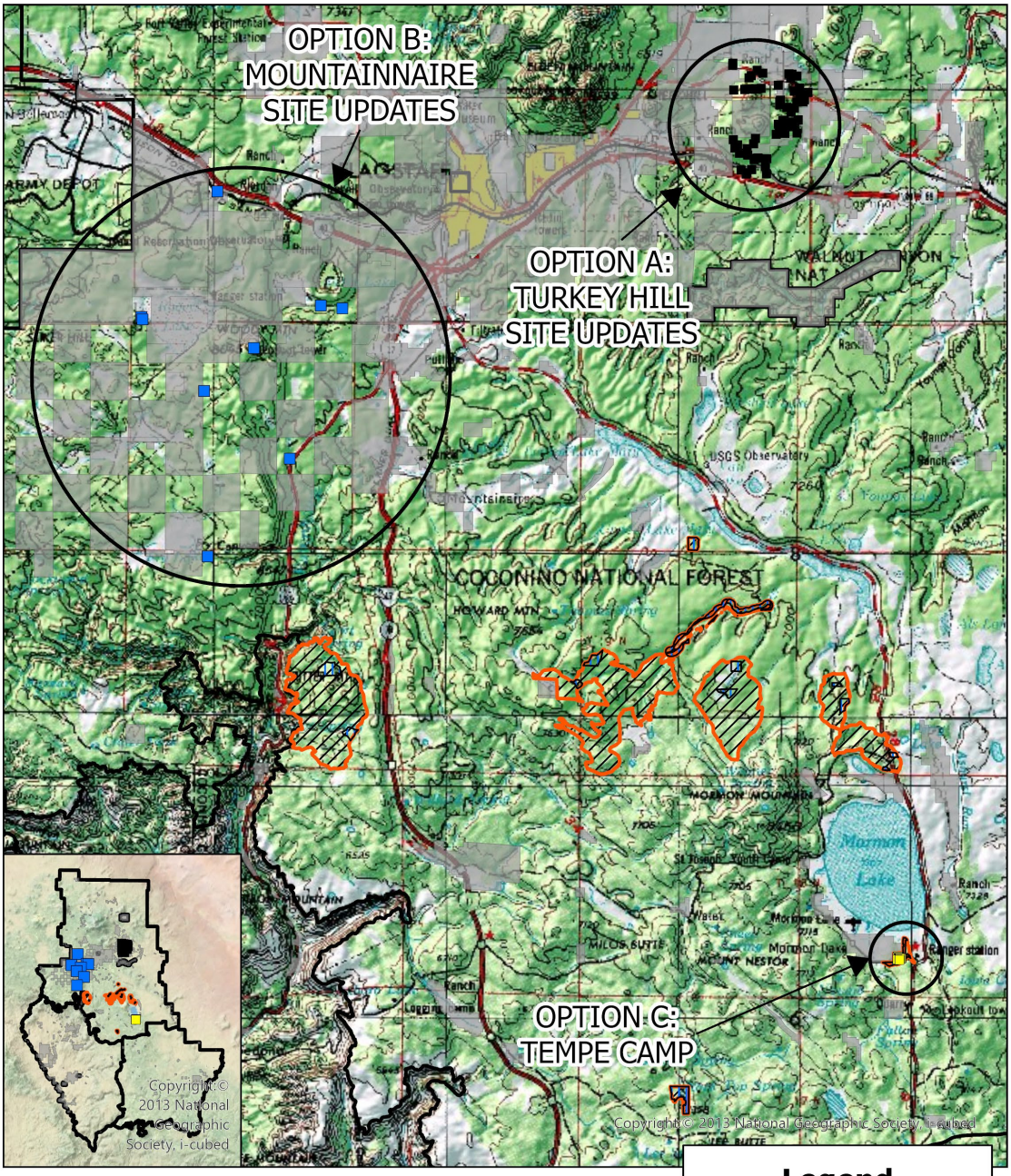
Option A	
Turkey Hill Area Site Visits- sites include artifact scatters, field houses, small pueblos, larger pueblos, pit houses and pit house village	66
Data Entry	66

Option B	
Woody Area Site Visits	9
Data Entry	9

Option C	
Tempe Camp Recreation Residence Site Recording (Record one site with multiple cabins/exterior only. Historical documentation required including elevation photos)	10
Data Entry	1

We can share geospatial files via an external share folder upon request.

Flagstaff Ranger District Project Maps



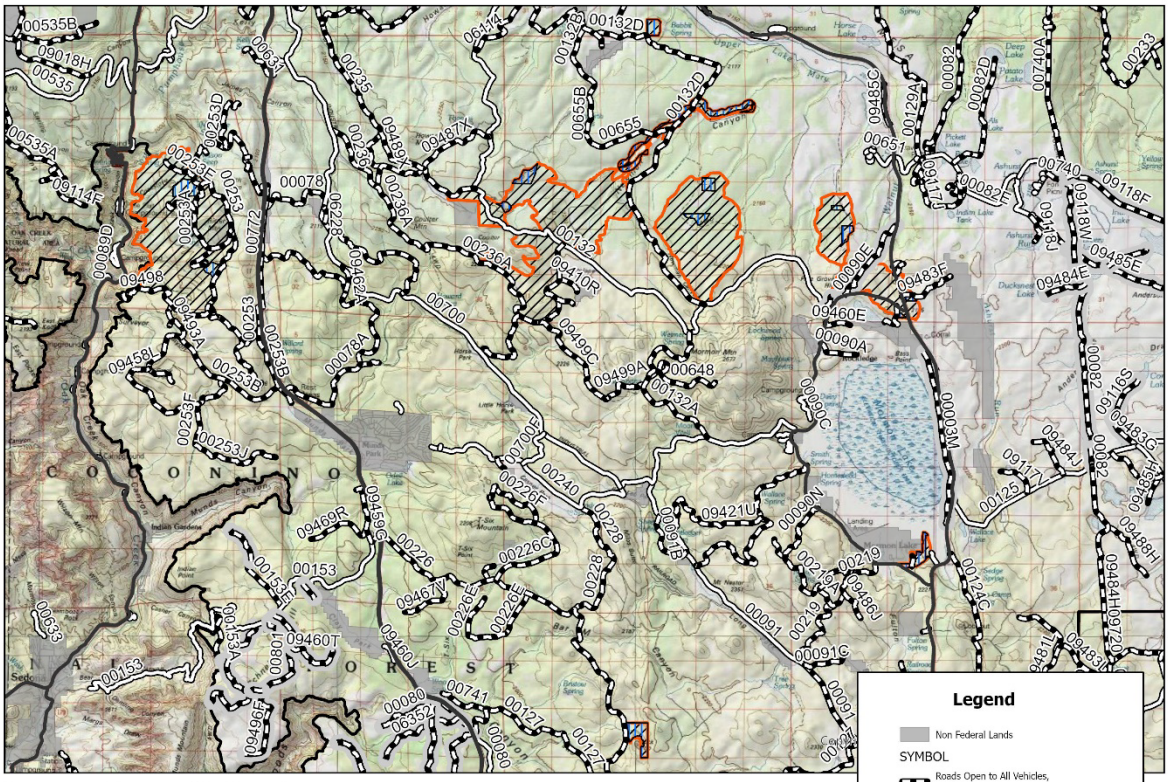
Restoration Survey and Site Updates
Flagstaff Ranger District
Coconino National Forest

N

0 2 4 8 12 Miles

Legend

- Non Federal Lands
- Woody Site Updates
- Tempe Camp Cabins
- Turkey Hill Site Updates
- Restoration Units



Restoration Areas and Heritage Survey
Flagstaff Ranger District
Coconino National Forest

OPTION A Turkey Hill Site Updates
Flagstaff Ranger District
Coconino National Forest

N

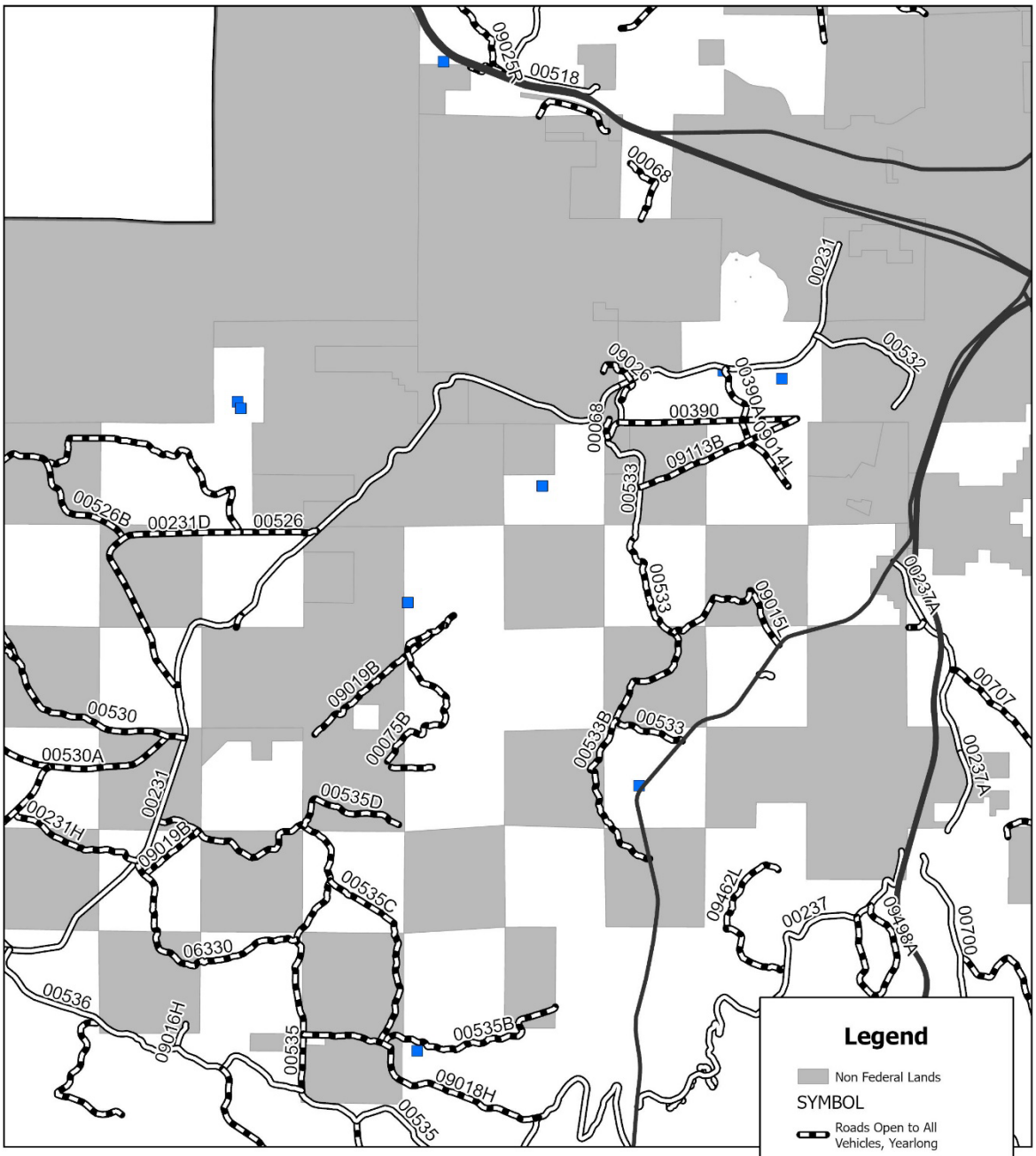
0 0.25 0.5 1 Miles

Legend

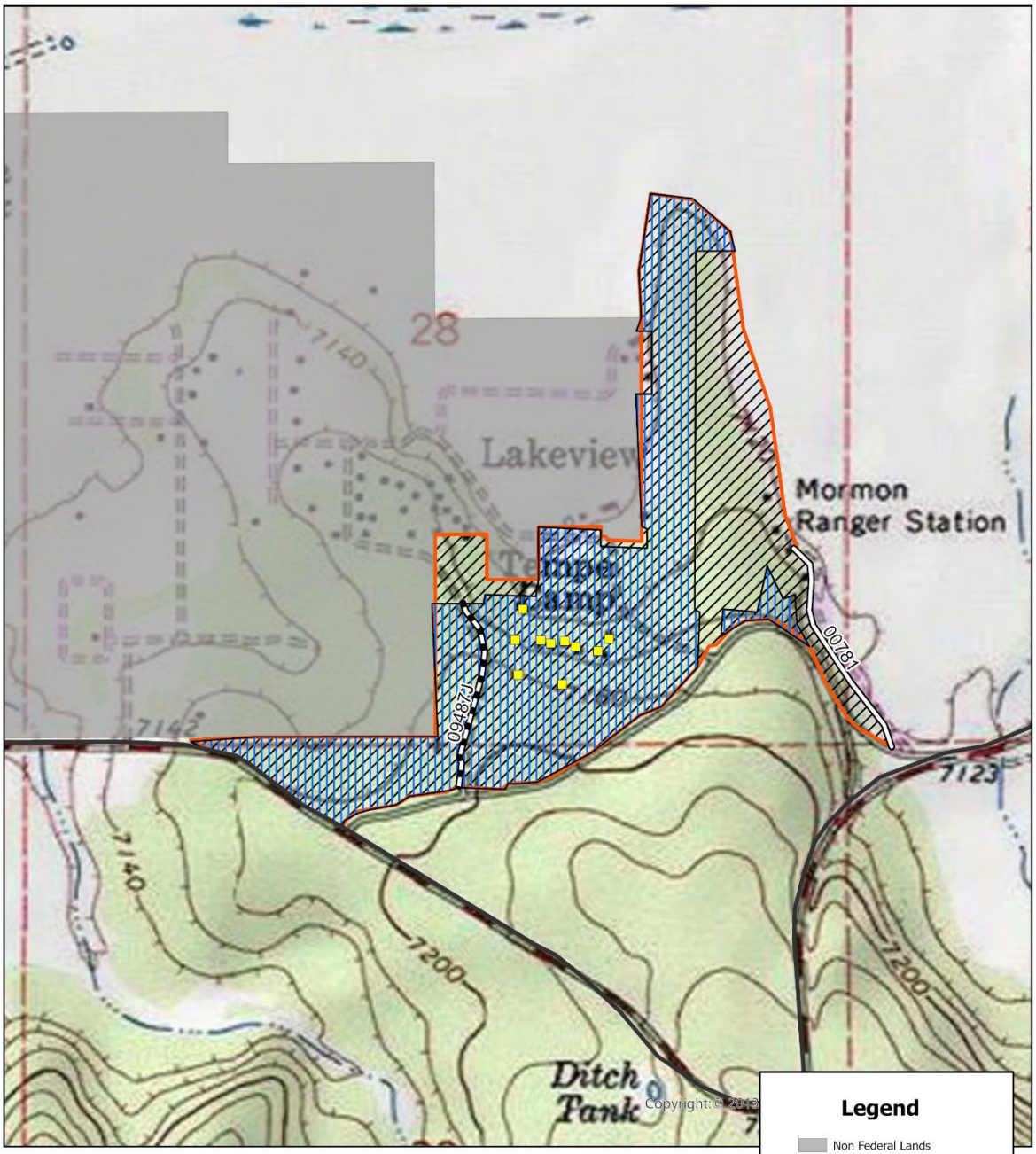
- Non Federal Lands

SYMBOL

- Roads Open to All Vehicles, Yearlong
- Roads Open to Highway Legal Vehicles Only, Yearlong
- Turkey Hill Site Updates



OPTION B Woody Site Updates
Flagstaff Ranger District
Coconino National Forest



OPTION C Tempe Camp Recreation Residences
Flagstaff Ranger District
Coconino National Forest

Mogollon Rim Ranger District Projects:

The Mogollon Rim Ranger District tasks consist of survey and/or site recording for up to four task orders that are planned to be ordered as funding allows. All of these tasks are related to timber and vegetation management projects within the Coconino National Forest.

The Moqui Task Order base unit would involve approximately 325 acres of survey and revisits and updates to 61 previously documented sites. Approximately 4 sites are predicted to be located within the survey area due to the low predicted site density. The resulting report would also need to incorporate previously unreported survey completed by the Forest Service (The vast majority of the 61 sites to be revisited are located within this previously unreported survey area).

The Moqui Task Order optional unit would revisit and update up to 73 additional sites in the vicinity of the Moqui base unit: No new survey is necessary for this task, but the resulting report would similarly incorporate previously unreported survey completed by the Forest Service.

The Southeast MRRD Task Order would involve approximately 2377.4 acres of survey and revisits and updates to 23 previously documented sites. Around 11 sites are predicted to be located within the survey area due to the low and very low predicted site density.

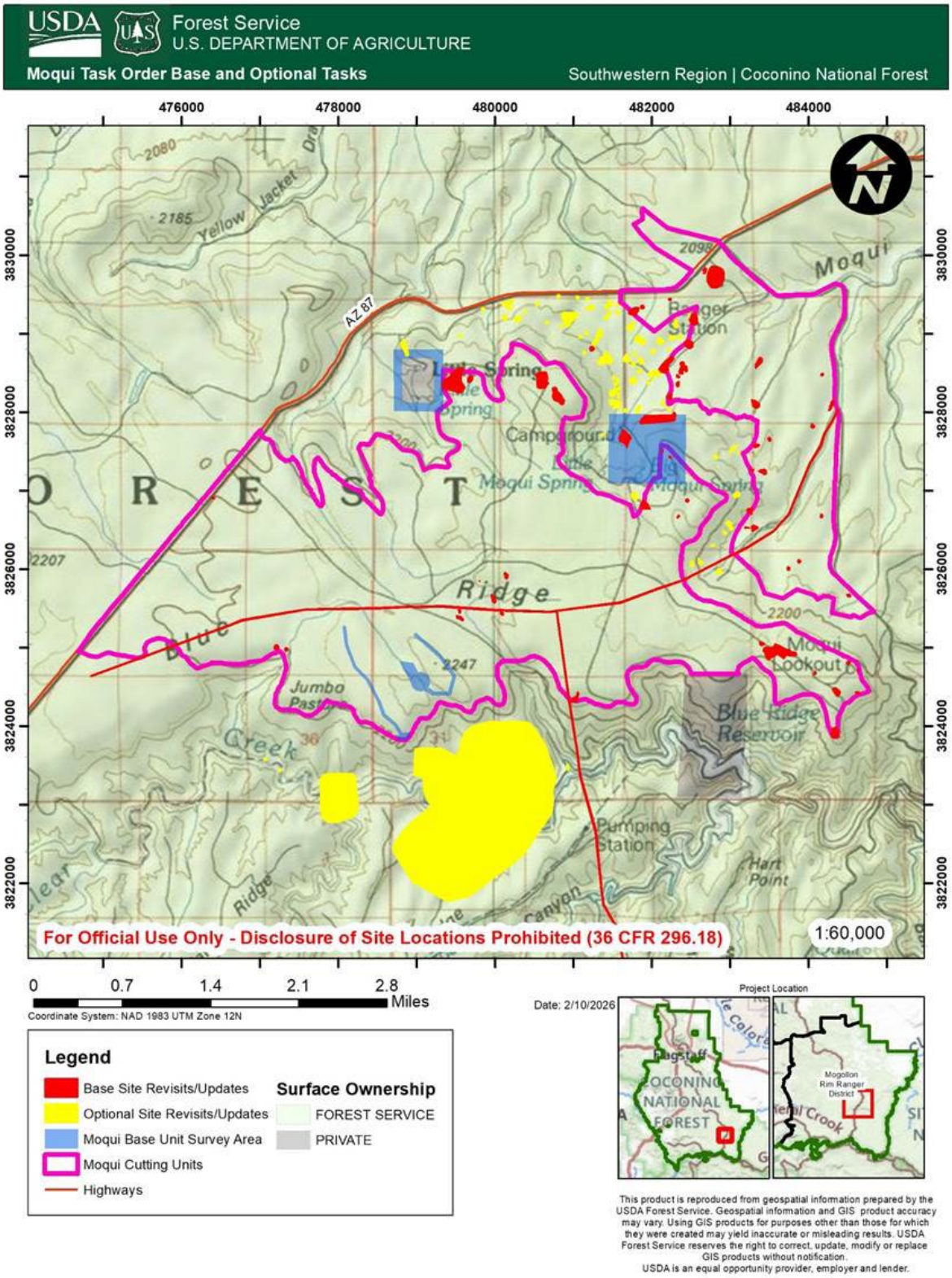
The Mahan Task Order would involve approximately 1300 acres of survey and revisits and updates to 9 previously documented sites. Around 13 sites are predicted to be located within the survey area due to the low predicted site density.

Project Details	Moqui Base Task Order	Moqui Optional Site Revisits	Southeast MRRD Task Order	Mahan Task Order
Total Survey Acres	325	0	2702.7	1300
Survey Acres of Low Site Density (≤10/Mi^2)	325	0	2702.7	1300
Survey Acres of High Site Density (11≤/Mi^2)	0	0	0	0
Site Revisits/Updates Outside Survey Units	56	68-73	10	0
Site Revisits/Updates within Survey	5	0	13	9

Units				
NRM Site Data Entry (Estimated)	65	68-73	34	22

Project shapefiles and documentation related to previous surveys and previously-recorded sites with the project area would be shared on request prior to contract execution, and following contract execution would be shared in an online share folder through Box/Pinyon, for the purpose of exchanging information between the contractor and the Forest Service.

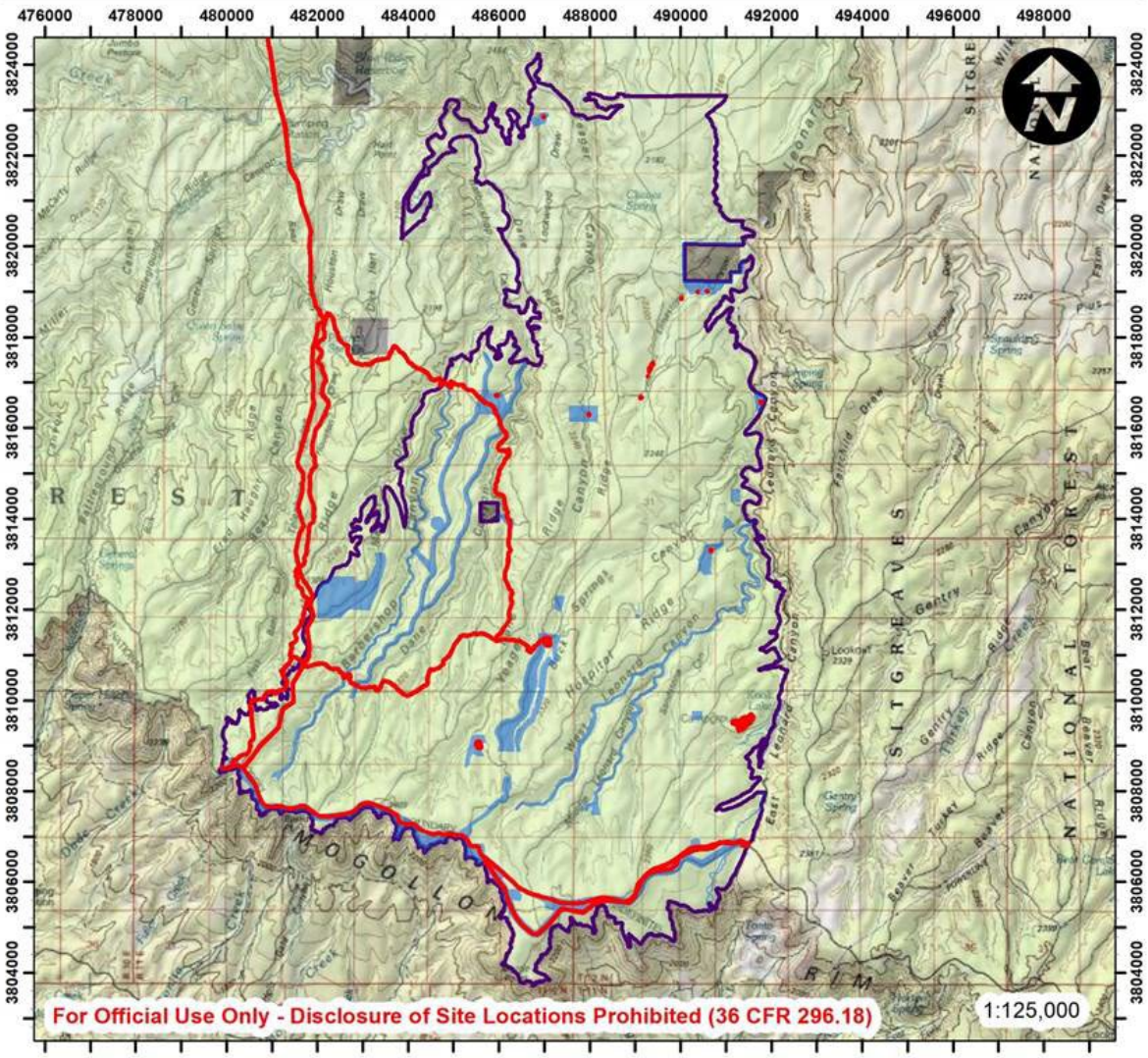
Mogollon Rim Ranger District Project Maps



USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Southeast MRRD Contract Task Order

Southwestern Region | Coconino National Forest

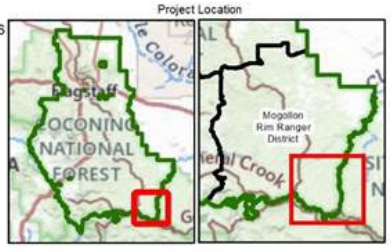


0 1.5 3 4.5 6 Miles

Coordinate System: NAD 1983 UTM Zone 12N

Date: 2/10/2026

Project Location



Legend

SEMRRD Previous Recorded Sites	**Surface Ownership**
SEMRRD Proposed Survey	FOREST SERVICE
Southeast MRRD APE	PRIVATE

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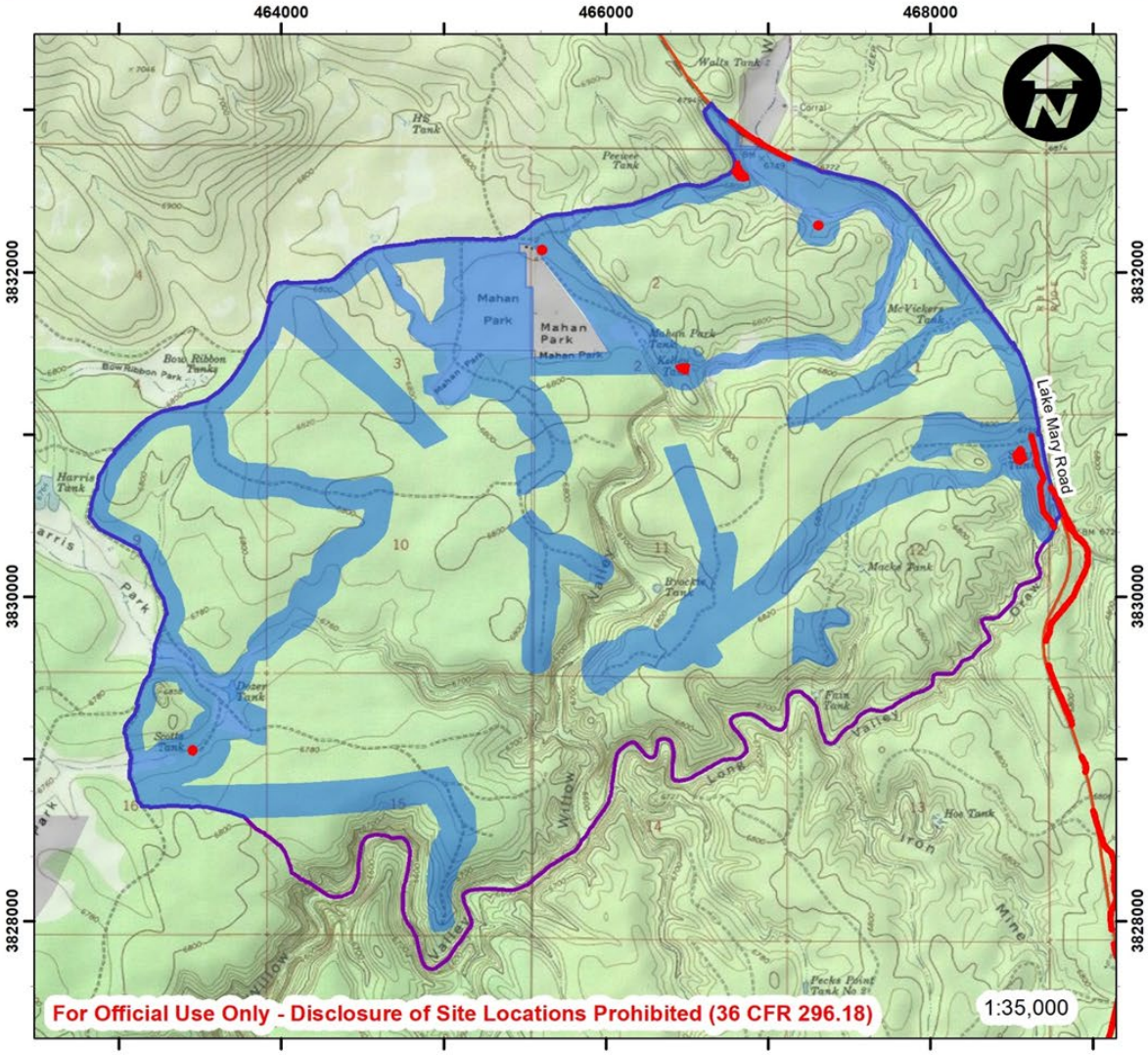
USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Mahan MRRD Contract Task Order

Southwestern Region | Coconino National Forest



0 0.4 0.8 1.2 1.6 Miles

Coordinate System: NAD 1983 UTM Zone 12N

Legend

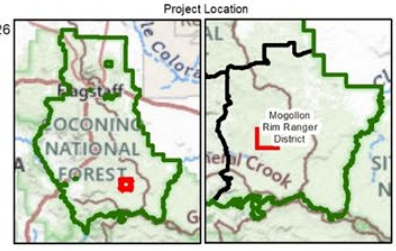
- Previously Recorded Site
- Mahan Proposed Survey
- Mahan Admin Boundary
- Highways

Surface Ownership

- FOREST SERVICE
- PRIVATE

Date: 2/10/2026

Project Location



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Fax: 928.226.0237

March 20, 2026

Mr. Neil Chapman
Wildland Fire Captain
Flagstaff Fire Department
211 W. Aspen Avenue
Flagstaff, AZ 86001
Direct: (925) 606-9840
Office: (928) 213-2512
Email: Hunterh@wecomfiber.com

RE: Cooperative Agreement Between the City of Flagstaff Fire Department and the Flagstaff and Mogollon Rim Ranger Districts of the Coconino National Forest for Cultural Resources Surveys, Site Revisits, Recording / Updates, Evaluations of NRHP Eligibility and NRM Data Entry.

Dear Mr. Chapman:

EnviroSystems Management, Inc. (EnviroSystems) is pleased to provide a brief scope and fee estimate for the above-referenced project. The project involves survey of approximately 5,241.7 acres, revisiting and updating 256 to 261 known cultural resource sites, an estimated 48 new archaeological sites, National Register of Historic Places (NRHP) eligibility evaluations, management recommendations, and Natural Resources Management (NRM) data Entry.

EnviroSystems Management, Inc. (EnviroSystems) is a woman-owned small business (WOSB) located in Flagstaff, Arizona. EnviroSystems provides environmental and cultural resources consulting services associated with National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA), Clean Water Act (CWA), Native American Graves Protection and Repatriation Act (NAGPRA), Archaeological Resources Protection Act (ARPA), and other natural and cultural resources management laws. In addition, we provide environmental permitting, Geographic Information Systems (GIS) mapping and analysis, and noxious weed management in the four corners region of Arizona, New Mexico, Utah, Colorado, as well as Nevada, Idaho, and throughout the Intermountain West.

EnviroSystems Cultural Resources Program continues to adapt and make progressive changes that result in positive-minded staff that are focused on conducting superior work, *meeting deliverable deadlines in a timely manner*, and resolving problems to the satisfaction of our clients and involved compliance agencies with as little stress as possible. EnviroSystems' current cultural resources staff is permitted and/or approved to work on Coconino National Forest (CNF) lands in Arizona under CNF Permit Number COC0615. Additionally, EnviroSystems holds an Arizona Antiquities Act Blanket Permit (Number 2026-019bl) through the Arizona State Museum. EnviroSystems cultural resources staff members have extensive archaeological experience in northern Arizona including numerous cultural resources inventories, data recovery excavations, and archaeological monitoring of ground-disturbing construction projects. All current staff members have worked on past projects EnviroSystems has conducted on CNF lands.

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Fax: 928.226.0237

Company Certifications

- Classified as a WOSB with the Small Business Administration
- General Services Administration (GSA) Advantage Contractor – 47QRAA22D005M
- Small Business in the System of Awards Management (SAM.gov)
- Unique Entity Identifier: EHG9DNG7MTD5
-

Cost Estimates by Ranger District and Task/Option

Flagstaff Ranger District (FRD)			
Task	Acres	Sites (Previous/New)	Costs
Base: Timber/Rx Sample Survey	914	10 Revisit / 20 new estimated	$93,763.21
Option A: Turkey Hills Area Site Visits	0	66 Revisits / 0 new estimated	$128,480.75
Option B: Woody Area Site Visits	0	9 Revisits / 0 new estimated	$24,278.06
Option C: Tempe Camp Rec Res	0	1 Site-10 cabins / 0 new est.	$30,360.40
FRD Cost Estimate Subtotal	914	~95 Prev / 20 new	$276,888.42
Mogollon Rim Ranger District (MRRD)			
Task	Acres	Sites (Previous/New)	Costs
Base: Moqui	325	61 Revisits / 4 new estimated	$176,460.04
Option: Moqui Site Revisits	0	68-73 Revisits / 0 new est.	$157,706.63
Southeast MRRD Task Order	2702.7	23 Revisits / 11 new est.	$176,864.58
Mahan Task Order	1300	9 Revisits / 13 new estimated	$94,750.51
MRRD Cost Estimate Subtotal	4,327.7	161-166 Revisits / 28 new est.	$605,781.76
TOTAL COSTS	**5,241.7**	**256-261 Revisits / 48 new**	**$882,664.18**

The total cost for the proposed project is **$882,664.18**. This cost is inclusive of all labor, other direct costs associated with the successful completion of the project. If you have any questions at all, please contact me at dhart@esmaz.com or via cell phone at (928) 266-6651

Sincerely,

David R. Hart
Vice President
Cultural Resources Division Director

GRANT PROVISIONS

Sponsor:	**City of Flagstaff**
Funding Agency:	**U.S. Department Agriculture, Forest Service, Coconino National Forest**
Grant Project Title:	Four Forest Initiative Heritage Support
Grant Number:	23-PA-11030400-261

This content is from the eCFR and is authoritative but unofficial.

Displaying title 2, up to date as of 4/08/2026. Title 2 was last amended 2/26/2026.

Title 2 —Federal Financial Assistance
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or

FEDERAL STANDARD GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions.

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(a) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps shall include:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
(6) The Prime Contractor, if subcontracts are to be let, take affirmative steps listed in paragraph (b)(1) through (5) of this section.

Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials.
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest
The City (grantee) and Contractor (subgrantees) will maintain a written code of
standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be
involved. Such a conflict would arise when:
(i) The employee, officer or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for

penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

APPENDIX D
GENERAL REQUIREMENTS FOR CONDUCTING ARCHAEOLOGICAL SURVEY ON THE COCONINO NATIONAL FOREST

(March 12, 2010)

Principal Investigator, project supervisors and crew leaders must have the following minimum qualifications:

1. A graduate degree in anthropology, specializing in archaeology, or equivalent archaeological experience.

2. At least 16 months of professional experience and/or specialized training in archaeological field work, artifact analysis, and administration.

3. At least three months experience in archaeological survey or excavation on the Coconino National Forest.

4. Demonstrated competence in collecting, handling, analyzing, evaluating, and reporting archaeological data.

5. A demonstrated ability to plan, equip, staff, organize, and supervise a cultural resources survey.

6. The demonstrated ability to accurately locate archaeological sites on U.S.G.S. 1:24,000 maps, aerial photographs, in addition to demonstrated ability in the use of GPS units.

7. Demonstrated competence in identifying the prehistoric ceramics found within the Coconino National Forest, using the type names defined in the Museum of Northern Arizona Ceramic Series publications and as additionally described in the references listed below.

Each crew member must have the following minimum qualifications:

1. At least 12 semester hours of credit in archaeology, anthropology, and/or history courses. Courses must include information on the conduct and theory of archaeological survey and excavation.

2. At least three months field experience in archaeological survey.

3. Crew members not meeting these requirements must work under the direct field supervision of a crew leader or project supervisor.

COORDINATION WITH ARCHAEOLOGICAL PERMIT REQUIREMENTS

All individuals proposed to work as principal investigators, project directors, or in other supervisory capacities must be approved by the Forest Archaeologist before that person may direct archaeological work.

Individuals, institutions, groups, and agencies applying for an archaeological permit will submit the *Vitae* of all persons who may work under the permit to the Forest Archaeologist. If additional individuals are recruited to work under the permit after its issuance, *Vitae* of these additional individuals must also be submitted to the Forest Archaeologist. Information in the *Vitae* will be used to verify that individuals meet the requirements listed above.

FIELD EXAMINATION IN LIEU OF EDUCATION/EXPERIENCE REQUIREMENTS

Individuals who do not meet the requirements listed above may demonstrate their competency in those areas by successfully surveying, documenting, and reporting a 40-acre test plot as per the requirements of this document.

Upon request, the Forest Archaeologist will assign a 40 acre test plot and will determine the adequacy of the survey and reporting results. Upon successful completion of the test, individuals will be approved by the Forest Archaeologist to survey under the conditions of an archaeological permit.

GENERAL SURVEY STANDARDS

1. Before beginning work, the District Archaeologist and/or Forest archaeologist are to be consulted regarding the 1. Forest Geospatial databases for previous site and survey data; 2. Infra database for site record and eligibility information; 3. Hard copy or digital records to determine the extent of previous survey work and recorded sites are known or reported in the survey area.

2. **Minimum Survey Sizes:** To maximize meaningful survey results, economy of effort, and minimize reporting error, the minimum acceptable survey unit size is ***3 acres***, centered on the project location.

For roads and other linear projects that are 30 ft. or less in width, surveyors shall survey a minimum of 132 ft. (66ft on either side of the center line) along the center line of the project. For linear projects with widths greater than 33 ft., the right-of-way plus 66 ft. on both sides of the right-of-way shall be surveyed. Having standard survey widths makes survey record checks more efficient to do, maximizes field survey efficiency, and provides a buffer that can accommodate most ancillary project activities and minor realignments.

3. Each crew must be directly supervised in the field by a crew leader who meets the supervisory requirements listed above. Individual survey crews may be no larger than five people.

4. In order to ensure complete, intensive coverage of survey areas, surveyors should be spaced no more than 20 meters (66 ft) apart. Spacing should be reduced as needed by vegetation and ground cover to ensure complete, intensive coverage. Map, compass, aerial photographs, and GPS units shall be used as needed to ensure systematic, even coverage of survey areas.

5. For areas other than linear projects, survey beginning and end points shall be easily relocatable on the ground – such as washes, roads, meadow edges, timber sale boundaries, etc.

6. All work conducted under permit is subject to inspection and approval by the District and/or Forest Archaeologist. Geospatial extent of survey should be captured using GPS equipment.

ASSIGNMENT AND USE OF FOREST SERVICE SITE NUMBERS

Because of land exchange programs, Congressional and administratively determined land-management authorizations, and federal responsibilities for sites on non-federal lands when they are part of a federally authorized or assisted project (as per 36 CFR 800.16(y), all sites within the boundaries of the Coconino National Forest may be assigned a Forest site number.

Archaeological permittees will request Forest site number and site tags from District or Forest archaeologists.

Forest site number will be used as the ***primary*** site reference number in reports, forms, correspondence, records, and other documentation resulting from the project. The Forest site number must appear in reports each time a site is referenced.

DEFINITION OF "SITE" AND "ISOLATED OCCURRENCES"

Site

All cultural resources sites encountered are to be identified and recorded. For general purposes, a cultural resource site is defined as a locus of prehistoric or pre-1960**historic human activity at a level of intensity normally involving evidence of purposeful behavior beyond the level of one or a few (less than 25) accidentally deposited artifacts.

**Concern regarding unassociated trash dumps…
Bottom line….when do we call a trash dump a property/site inversely when it is an IO.
-Down in the Dumps other context documents
-Previous SHPO consultation (meetings and recent reports)
-FS/CNF Perspective….
-Time depth…..
-These are being documented (as IOs) in the CNF geospatial database.

Minimal site identification criteria include at least one of the following:

(a) One or more features,
(b) One formal tool if associated with other cultural material or more than one formal tool,
(c) an occurrence of three or more types of artifacts or materials,
(d) two types of artifacts or material in a density of at least ten items per square meter
(e) a single type of artifact or material in a density of at least 25 artifacts.

Add in document: - For any questions or clarification on site/IO definition please contact the District and/or Forest Archaeologist.

Isolated Occurrences

Occurrences of artifacts at less than the above shall be classified as "Isolated Occurrences". Three classes of Isolated Occurrences are recognized – Features, Scatters, and Isolated Artifacts:

A "Feature" is a construction that due to its recent nature or lack of association is not designated as a "site". Examples would be an abandoned road, old fence line, or a recent campfire ring. Isolated trash
dumps in excess of +25 artifacts may be called a feature…. Features may or may not be recommended for protection from project activities. Isolated prehistoric features, such as grinding slicks, pecked hand and toeholds, or bedrock mortars, will normally be recorded as a site.

Trash Dumps

> Isolated historic period trash dumps ***without a known source or context***, particularly post-1940, will generally be considered to be "Features" rather than "sites", regardless of artifact density and diversity. **(See Down in the Dumps)** When reporting historic period trash scatters and dumps, descriptions should include the size of the dump or trash concentration, estimate the numbers of different types of trash items present, a possible date for the trash, and suggest the activity(ies) the trash represents. Also, discuss implications for age, gender, and ethnicity suggested by the trash.

"Scatters" (less than 25 artifacts). However, a "pot bust" is considered to be a scatter, even if it contains more than 25 sherds.

"Isolated Artifacts" (an occurrence of ONE single item)

GENERAL SITE LOCATION AND RECORDING STANDARDS

1. All cultural resource features, sites, scatters, and isolated artifacts encountered are to be identified and recorded.

2. Each site discovered shall be plotted and identified with its Forest site number at the time it is recorded on USGS topographic maps. The use of a Global Positioning System (GPS) unit to delineate survey areas and site locations is required. Reports and site cards will identify the GPS unit model used to plot project and site areas. At a minimum, the location of the site tag (datum), preferably near the center of the site or by the most obvious feature, must be taken. In addition, site boundaries must be captured using GPS. Locations will be reported using Universal Transverse Mercator (UTM) coordinates, North American Datum (NAD) 1983.

Geospatial data shall be submitted in an NRM Heritage Mobile format, consistent with CNF standards. A blank geodatabase template may be provided for collection of data for input into the NRM Heritage Mobile application.

3. From 1975 until about 2000, before reliable, inexpensive Global Positioning units were available, aerial photographs and acetate overlays were routinely used to plot the locations of archaeological sites. These aerial photographs and acetates are often invaluable for re-locating sites recorded before 2000. They may be borrowed from the Forest to assist in locating survey and site areas as well as a backup method, other than GPS, for locating sites and survey areas.

4. Digital Photos Digital Standards: Minimum 1600 x 1200 at 5 megapixel
Digital photographs will be provided on a CD or another electronic transfer device as part of the project electronic documentation submitted with the final report. Alternative formats for electronic data submission should be agreed upon with the District or Forest archaeologists before field work begins.

Photographs should show site features, diagnostic pottery, projectile points, and other artifacts, as well as identifying site characteristics and important landmarks for relocating the site. The use of a mug board with the site identification number clearly visible in the photograph is desirable. File

Photographs will use the following digital naming format: District prefix followed by site number followed by a number, and descriptive information. For example 02-2491. 01.site overview.north.date.jpg OR include a photo log (provided by CNF) to detail photo information. Photo logs are required for 'detailed' projects such as data recovery. Photo logs are to be provided in the same data folder as the digital photos when provided to the CNF. Other photos, such as scenic, project, etc, titled as descriptive.

5. Each newly discovered site shall be entered into the USFS NRM electronic site recording system by the contractor/researcher or any other permitee through the NRM Heritage Mobile application, available for Windows or Android. Final site forms are exported from the NRM database. Information and downloads of the requisite formats can be obtained from the District and/or the Forest Archaeologist. In addition, hard copy site forms covering information listed on the Coconino National Forest site form must also be provided. In some special cases, with the permission of the Forest Archaeologist, another form may be used in an electronic MS WORD format (available from the Forest Archaeologist on request). Except for site plans and locational maps, hand written cards will not be accepted. Information contained on the site form is to be consistent with the "Instructions for Completing Site Inventory Forms" in the Coconino National Forest's Archaeological Procedural Manual (Attachment

Other instructional site forms may be acceptable for certain specific projects. The Forest Archaeologist should be consulted if it is desired to use other site forms. Both hard copies, as well as electronic copies, of site forms will be provided to the District or Forest Archaeologist upon completion of the project.

6. Isolated Occurrences: There are three types of Isolated Occurrences- Features, Artifact Scatters, and Isolated Artifacts. They shall be plotted through use of GPS and included on report maps. Each Feature, Scatter or Isolated artifact is to be described using the format provided in the geodatabase template that will be provided. This table should be included in the final report.– e.g. Scatter 1, 2, 3, etc.: Isolated Artifact 1, 2, 3, etc. that includes a description of the feature or artifacts and the UTM coordinates for their location. When possible, isolated occurrence descriptions will include associated dates, cultural affiliation, material type, ceramic type, and other information relating to the context of the isolated occurrence to be described in the Comments field.

ARTIFACT COLLECTION AND ANALYSIS

Collections may not be made under the authority of Non-disturbing Permits. Collections may only be made under Disturbing Permits, when working under a direct contract to the Forest (prime contractors only, not sub-contractors), or unless arrangements are worked out in advance with the Forest Archaeologist.

When artifact collection is allowed:

1. Collections may be made by the archaeologist in the field at the direction of the District and/or Forest. Instances would include rare finds, such as whole or nearly whole vessels, jewelry, diagnostic projectile points, etc., will be collected. Any artifact collected must first be located using a GPS unit. Collections remain the property of the U.S. Government and will be submitted to the Smithsonian Approved Repository listed in the permit or to the Forest Archaeologist upon completion of the project unless otherwise agreed to.

If found on a site, such rare finds are to be plotted on the site sketch with UTMs listed. If within a scatter or an isolated artifact, they are to be GPS plotted and included on a USGS topographic map in the report. UTM coordinates and related information will be provided to the Forest and listed in the report. The report will also specifically state when individual artifacts are collected.

2. Ceramic Analysis: Archaeologists should expect to encounter ceramic types in the Alameda Brown Ware, Tusayan White Ware, Tusayan Gray Ware, Tsegi Orange Ware, Little Colorado White Ware, Little Colorado Gray Ware, San Francisco Mountain Gray Ware, and Mogollon Brown series. Other types may also be present in small numbers. Sherds shall be identified to the type level according to the standard type descriptions in Carlson (1970), Hays-Gilpin and van Hartesveldt (1998), Henderson (1979), and the *Museum of Northern Arizona Ceramic series* (Abel 1955, Colton 1955, 1956, 1958; Colton and Hargrave 1937) unless otherwise agreed to with the Forest Archaeologist.

3. Lithic Analysis: Archaeologists should expect to encounter artifacts manufactured from sandstone, quartzite, rhyolite, obsidian, chert, petrified wood, and other siliceous and igneous materials. The typology used in classifying lithic artifacts shall be explained in the final report and the lithic material type identified for each artifact or class of artifacts observed or collected. At a minimum manos should be identified by material and whether they are "one-hand" ("basin") or "two-hand" ("trough") in size, and whether they are unifacially or bifacially worked. Metates should be identified as being a grinding slick, a basin metate, or a trough metate. (See Adams1996, Haury 1950, Woodbury 1954)

SITE TAGS

All sites found during the project must be marked with the Forest's aluminum site tags, unless other arrangements have been agreed to by Forest Archaeologist. Before beginning field work, the archaeological permittee should obtain a supply of aluminum site tags from the District or Forest Archaeologist which will be used to mark all sites recorded. Tags that are not used shall be returned to the District or Forest Archaeologist at the end of the project.

The aluminum site tag will be nailed on the south side of a tree near the center of the site, no more than 6 in. above the ground. If no tree is available, the site tag will be attached to the end of a metal wire or stake, driven into the ground at the center of the site, and a small rock cairn erected around the wire or stake. Suggested cairn height is 1 ft.

SITE MARKING STANDARDS

When sites must be marked for avoidance from project activities, they shall be marked on the ground in the following manner:

(A) The perimeter of the site will be marked by spraying a white horizontal band, at least two inches wide, at a height of approximately 6 ft. above the ground, around trees that circle the site. In addition, a spot above 6 in. in diameter will be painted at the base of each tree so banded with the spot facing into the site.

(B) The perimeter of the site will be additionally marked by tying pink fluorescent flagging tape at chest height on the painted trees with the knot and a trailing strand of flagging tape on the outside of the tree, facing away from the center of the site.

(C) Both painted bands and flagging tape must be inter-visible and not obstructed by branches or foliage. White painted stakes, posts, or lathe that are clearly visible may be used to identify site

boundaries when tree trunks are difficult to mark, there are no trees to paint, or there are no shrubs or rocks present to which the flagging tape can be attached.

GENERAL SURVEY REPORT STANDARDS

As a minimum, reports resulting from the project shall provide the following information:

(A) Legal location of the project area, identified by reference to a USGS map and the ` Township(s) Range (s), and Section (s) examined by the project.

(B) Identify the Ranger District (s) on which the survey was done by District name(s).

(C) Provide the dates during which the survey was done.

(D) Identify by name and position the people who performed the survey and who directed or otherwise had administrative responsibility for the project and survey work..

(E) Describe the manner in which the survey was conducted and the spacing between surveyors or survey transects.

(f) State any factors influencing survey type or ground visibility.

(G) If less than 10 acres, state approximate dimensions of survey area in feet and provide total acreage surveyed for each survey unit as well as total area surveyed.

(H) Provide summary information of number of sites, Isolated Occurrences (sub-divided under the headings of Features, Scatters, and Isolated Artifacts) that were identified. All maps will include a north arrow (indicating true north) and must accurately depict areas surveyed and locations of sites and Isolated Occurrences. For the report, 1:24,000 scale maps shall be cut, printed, or otherwise reproduced onto 8 ½ x 11-inch paper to facilitate making future copies of the report. If sites are shown on the maps, the map must contain the statement “For Official Use Only. Disclosure of Site Locations is Prohibited (36-CFR-296.18)”.

(J) All typing and illustrations used in the report must be of suitable quality to provide a clear, legible copy when used on a monochrome duplicating machine. Alternatively, report copies in an electronic format may be submitted.

(K) When sites have multiple site numbers, the Forest site number will be the primary reference used in the report. Other site numbers will be listed following the Forest site number or, if more than five sites are contained within the project, a concordance table listing all site numbers will also be included in the report.

(L) Culture History and Environmental sections should be kept minimal, unless such information is vital to later sections of the report, or if this information is specifically addressed in later sections. Referencing existing reports and sources providing such overview information is preferred.

(M) Only discuss sites that are within or immediately adjacent to the project area.. Do not reference sites outside the project area. For overview sections of reports, or for reporting previous surveys and sites in the vicinity of the project. DO NOT provide any GPS information or precise

site plots on maps. Site numbers may be printed in their general vicinity, but precise plots or locational information for sites outside of project areas are not allowed unless prior arrangements have been made with the Forest Archaeologist.

Exhibit 4 provides an outline of the minimal information required for all reports.

DOCUMENTS TO BE PROVIDED TO THE FOREST ARCHAEOLOGIST

One original of all reports prepared from data originating from the survey, completed original site inventory forms, completed computerized site cards, photographs (if used in the report), site digital photographs, and USGS maps, as above, showing all sites and Isolated Occurrences.

Unused tags shall be returned to the District or Forest Archaeologist upon completion of the project or submission of the final report. The report will be reviewed by the District and/or Forest Archaeologist and, if needed, returned with comments and suggestions for revision. Revisions will be made within a mutually agreed upon time frame, and the final report submitted to the Forest Archaeologist.

Copies of site records for sites not on Forest land, but located within the boundaries of the Forest, will also be provided as above.

FUTURE USE OF DATA COLLECTED UNDER PERMIT

The permittee may use archaeological data resulting from this survey for future research purposes. However, as per conditions of Forest Service archaeological permits, the permittee agrees to provide three copies of any manuscripts, reports, and publications pertaining to the survey data to the Forest Supervisor within one month of its completion and/or publication. Manuscripts prepared for possible publication will be submitted once they have been completed in addition to any published versions that may be produced at a later date.

CONDITIONS OF USE OF DATA PROVIDED BY CNF

Disclosure of site locations is prohibited by 36-CFR-800-296.18. These files and scans are the property of the USFS and are being loaned to you soley for official use for this project. They may not be duplicated to anyone outside your organization without written permission, and the precise locations of these sites are not to be disclosed in reports unless they are within the area of direct project impacts (the area identified in the project permit application.) Upon completion of the project, you agree to destroy all copies and versions of this information and will notify The Forest and/or District Archaeologist when this has been done.

Included in Exhibit 5 are the specifics regarding the sharing and disposition of geospatial data.

By accessing these files you are acknowledging your acceptance of these conditions.

STANDARDS FOR ACCEPTANCE OF WORK

Pre-field and field research, laboratory analysis, and reports are to meet professional archaeological standards determined through review by the Forest Archaeologist.

Pre-field research should be adequate to identify previously known or suspected locations of prehistoric and historic archaeological sites. At a minimum, this includes the permittee's inspection of the Forest Archaeological Atlas, Historic Maps, and Logging Railroad Maps.

Field research should be adequate to identify and properly located 95% of all sites, and 75% of all Isolated Occurrences in the survey transects.

Laboratory analyses must correctly identify 75% of artifacts encountered, including ceramic types, artifact types, and the material from which artifacts were made. If artifact nomenclature is different from standard terminology (e.g. Adams 1996; Haury 1950; Gillio, Levine, and Scott 1980; Rock 1980; Sliva 1997) this is to be defined and explained in the final report.

Reports must contain the information mentioned above and must be written in a style that is clear, concise, and, most importantly, well organized and easy to use. Poor writing, organization, production, etc. are grounds for rejection of the report. There should be no more than three errors in spelling, grammar, punctuation, and typing per page of the report. Legal descriptions in the report must agree with those shown in maps and figures. All sites, scatters, isolated artifacts and features mentioned in the report must be shown on the report maps and vice versa.

All site information is to be on the site card, or a site card addendum, if needed. Reports should not contain any information about a site that is not also included on the site form. If information is found in the report that is not on the site cards, the report and site cards will be returned for revision.

Appropriate knowledge of the prehistory and history of the Forest must be demonstrated by use of correct terminology, dating, and citations of primary references (e.g. Colton 1946), as well as the most recent publications pertinent to the cultural resources of the Forest.

Additional standards and requirements may be established for specific projects and will be discussed by the Forest Archaeologist and permittee at the time the permit is issued or prior to beginning fieldwork for a specific project.

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EXHIBIT F

GENERAL REQUIREMENTS FOR CONDUCTING ARCHAEOLOGICAL SURVEY ON THE COCONINO NATIONAL FOREST

(Revised May 25, 2023)

Principal Investigator, project supervisors and crew leaders must have the following minimum qualifications:

1. A graduate degree in anthropology, specializing in archaeology, or equivalent archaeological experience.

2. At least 16 months of professional experience and/or specialized training in archaeological field work, artifact analysis, and administration.

3. At least three months experience in archaeological survey or excavation on the Coconino National Forest.

4. Demonstrated competence in collecting, handling, analyzing, evaluating, and reporting archaeological data.

5. A demonstrated ability to plan, equip, staff, organize, and supervise a cultural resources survey.

6. The demonstrated ability to accurately locate archaeological sites on U.S.G.S. 1:24,000 maps, aerial photographs, in addition to demonstrated ability in the use of GPS units.

7. Demonstrated competence in identifying the prehistoric ceramics found within the Coconino National Forest, using the type names defined in the Museum of Northern Arizona Ceramic Series publications and as additionally described in the references listed below.

Each crew member must have the following minimum qualifications:

1. At least 12 semester hours of credit in archaeology, anthropology, and/or history courses. Courses must include information on the conduct and theory of archaeological survey and excavation.

2. At least three months field experience in archaeological survey.

3. Crew members not meeting these requirements must work under the direct field supervision of a crew leader or project supervisor.

COORDINATION WITH ARCHAEOLOGICAL PERMIT REQUIREMENTS

All individuals proposed to work as principal investigators, project directors, or in other supervisory capacities must be approved by the Forest Archaeologist before that person may direct archaeological work.

Individuals, institutions, groups, and agencies applying for an archaeological permit will submit the *Vitae* of all persons who may work under the permit to the Forest Archaeologist. If additional individuals are recruited to work under the permit after its issuance, *Vitae* of these additional individuals must also be submitted to the Forest Archaeologist. Information in the *Vitae* will be used to verify that individuals meet the requirements listed above.

FIELD EXAMINATION IN LIEU OF EDUCATION/EXPERIENCE REQUIREMENTS

Individuals who do not meet the requirements listed above may demonstrate their competency in those areas by successfully surveying, documenting, and reporting a 40-acre test plot as per the requirements of this document.

Upon request, the Forest Archaeologist will assign a 40-acre test plot and will determine the adequacy of the survey and reporting results. Upon successful completion of the test, individuals will be approved by the Forest Archaeologist to survey under the conditions of an archaeological permit.

GENERAL SURVEY STANDARDS

1. Before beginning work, the Forest and District Archaeologists are to be notified and consulted to determine the extent of previous survey work and whether sites are known or reported in the survey area. This data may be provided electronically upon request.

2. **Minimum Survey Sizes:** To maximize meaningful survey results, economy of effort, and minimize reporting error, the minimum acceptable survey unit size is 3 acres, centered on the project location.

For roads and other linear projects that are 30 ft. or less in width, surveyors shall survey a minimum of 120 ft. along the center line of the project. For linear projects with widths greater than 30 ft., the right-of-way plus 66 ft. on both sides of the right-of-way shall be surveyed. Having standard survey widths makes survey record checks more efficient to do, maximizes field survey efficiency, and provides a buffer that can accommodate most ancillary project activities and minor realignments.

3. Each crew must be directly supervised in the field by a crew leader who meets the supervisory requirements listed above. Individual survey crews may be no larger than five people.

4. In order to ensure complete, intensive coverage of survey areas, surveyors should be spaced no more than 20 m. (66 ft) apart. Spacing should be reduced as needed by vegetation and ground cover to ensure complete, intensive coverage. Map, compass, aerial photographs, and GPS units shall be used as needed to ensure systematic, even coverage of survey areas.

5. For areas other than linear projects, survey beginning, and end points shall be easily relocatable on the ground – such as washes, roads, meadow edges, timber sale boundaries, etc.

6. All work conducted under permit is subject to inspection and approval by the District and/or Forest Archaeologist.

ASSIGNMENT AND USE OF FOREST SERVICE SITE NUMBERS

Because of land exchange programs, Congressional and administratively determined land-management authorizations, and federal responsibilities for sites on non-federal lands when they are part of a federally authorized or assisted project (as per 36 CFR 800.16(y), all sites within the boundaries of the Coconino National Forest may be assigned a Forest site number.

Archaeological permittees will request Forest site number assignments and site tags from District or Forest archaeologists.

Forest site numbers will be used as the primary site reference number in reports, forms, correspondence, records, and other documentation resulting from the project. The Forest site number must appear in reports each time a site is referenced. Other site numbers should be indicated parenthetically.

DEFINITION OF "SITE" AND "ISOLATED OCCURRENCES"

Site

All cultural resources sites encountered are to be identified and recorded. For general purposes, a cultural resource site is defined as a locus of prehistoric or pre-1940 historic human activity at a level of intensity normally involving evidence of purposeful behavior beyond the level of one or a few (less than 25) accidentally deposited artifacts.

Minimal site identification criteria include at least two of the following:

(a) at least 25 artifacts within a definable area
(b) a density of at least five artifacts per square meter,
(c) three or more types of artifacts or materials,
(d) One or more features,
(e) One or more formal tools associated with other cultural material

Isolated Occurrences

Occurrences of artifacts at less than the above shall be classified as "Isolated Occurrences". Three classes of Isolated Occurrences are recognized – Features, Scatters, and Isolated Artifacts:

A "Feature" is a construction that due to its recent nature or lack of association is not designated as a "site". Examples would be an isolated trash dump, abandoned road, old fence line, or a recent campfire ring. Features may or may not be recommended for protection from project activities. Isolated prehistoric features, such as petroglyphs, pictographs, grinding slicks, pecked hand and toeholds, or bedrock mortars, will normally be recorded as a site. Consult the Forest Archaeologist if there is a question about whether such remains should be recorded as an Isolated Occurrence or a site.

Trash Dumps

Isolated historic period trash dumps without a known source or context, particularly post-1940, will generally be considered to be "Features" rather than "sites", regardless of artifact density and diversity. When reporting historic period trash scatters and dumps, descriptions should include the size of the dump or trash concentration, estimate the numbers of different types of trash items

present, a possible date for the trash, and suggest the activity(ies) the trash represents. Also, discuss implications for age, gender, and ethnicity suggested by the trash.

"Scatters" (less than 25 artifacts). However, a "pot bust" is considered to be a scatter, even if it contains more than 25 sherds.

"Isolated Artifacts" (an occurrence of ONE single item)

GENERAL SITE LOCATION AND RECORDING STANDARDS

1. All cultural resource features, sites, scatters, and isolated artifacts encountered during the course of a project are to be identified and recorded. General information on completing the Forest's site form is provided in Exhibit 1.

2. Each site discovered shall be plotted and identified with its Forest site number at the time it is recorded on USGS topographic maps. The use of a Global Positioning System (GPS) unit to delineate survey areas and site locations is required. Reports and site forms will identify the GPS unit model and the UTM Datum used (NAD 1983 is the Forest standard) to plot project and site areas. At a minimum, the location of the site tag, near the center of the site, must be taken. In the case of irregularly shaped sites, perimeter plots are desirable. Shape files and other GPS data for each project, locating project areas, sites, site perimeters, Isolated Occurrences, etc. will be provided electronically or on a CD with the final report.

3. From 1975 until about 2000, before reliable, inexpensive Global Positioning units were available, aerial photographs and acetate overlays were routinely used to plot the locations of archaeological sites. These aerial photographs and acetates are often invaluable for re-locating sites recorded before 2000. They may be borrowed from the Forest to assist in locating survey and site areas as well as a backup method, other than GPS, for locating sites and survey areas.

4. At least two digital photographs (minimum 1600 x 1200 at 5 megapixels), taken from different directions, will be taken of each site and feature, and submitted as part of the final project and site documentation package.

Photographs will be catalogued according to the examples in Exhibit 2. Camera digital image numbers will not be used as the final photograph identification number. Photographs from each site will be separated and assigned sequential numbers following the site number so that each has its own series of catalogued photographs beginning with "1", e.g., "05-1435.0001". For resurvey and site inspections, contact Forest or District Archaeologist for next available image numbers to be used for cataloguing.

5. Each newly discovered site shall be recorded using the USFS NRM electronic site recording system. Information and downloads of the requisite formats can be obtained from the Forest or District Archaeologist. In addition, hard copy site forms covering information listed on the Coconino National Forest site form must also be provided Except for site plans, handwritten forms will not be accepted. Information contained on the site form is to be consistent with the instructions in Exhibit 1 Both hard copies, as well as electronic copies, of site forms will be provided to the Forest or District archaeologist, periodically or upon completion of the project, as determined at initial project orientation meeting.

6. Isolated Occurrences: There are three types of Isolated Occurrences- Features, Scatters, and Isolated Artifacts. They shall be plotted on USGS maps and with UTM coordinates. Each Feature, Scatter or Isolated artifact is to be identified on a separate numerical list – e.g., Feature 1, 2, 3, etc.,

Scatter 1, 2, 3, etc.: Isolated Artifact 1, 2, 3, etc. that includes a description of the feature or artifacts and the UTM coordinates for their location. When possible, isolated occurrence descriptions will include associated dates, cultural affiliation, material type, ceramic type, and other information relating to the context of the isolated occurrence.

ARTIFACT COLLECTION AND ANALYSIS

Collections may not be made under the authority of Non-disturbing Permits. Collections may only be made under Disturbing Permits, when working under a direct contract to the Forest (prime contractors only, not sub-contractors), or unless other arrangements have been made in advance with the Forest Archaeologist. This should be determined at initial project orientation meeting.

When artifact collection is allowed:

1. Collections may be made at the discretion of the archaeologist in the field, when authorized by the Forest Archaeologist. This pertains to rare finds, such as whole or nearly whole vessels, jewelry, diagnostic projectile points, etc. Any artifact collected must be located using a GPS unit. Collections remain the property of the U.S. Government and will be submitted to the federal repository listed in the permit or to the Forest Archaeologist upon completion of the project unless otherwise agreed to.

If found on a site, such rare finds are to be photographed and plotted on the site sketch. If they are an isolated artifact, or within a scatter, they are to be plotted on USGS topographic maps and GPS plots determined for each. UTM coordinates and related information will be provided to the Forest in electronic form and listed in the report. The report will also specifically state when individual artifacts are, or are not, collected.

2. Ceramic Analysis: Archaeologists should expect to encounter ceramic types in the Alameda Brown Ware, Tusayan White Ware, Tusayan Gray Ware, Tsegi Orange Ware, Little Colorado White Ware, Little Colorado Gray Ware, San Francisco Mountain Gray Ware, and Mogollon Brown Ware series. Other types may also be present in small numbers. Sherds shall be identified according to the standard type descriptions in Carlson (1970), Hays-Gilpin and van Hartesveldt (1998), Henderson (1979), and the *Museum of Northern Arizona Ceramic Series* (Abel 1955, Colton 1955, 1956, 1958; Colton and Hargrave 1937) unless otherwise agreed to with the Forest Archaeologist.

3. Lithic Analysis: Archaeologists should expect to encounter artifacts manufactured from sandstone, quartzite, rhyolite, obsidian, chert, petrified wood, and other siliceous and igneous materials. The typology used in classifying lithic artifacts shall be explained in the final report and the lithic material type identified for each artifact or class of artifacts observed or collected. At a minimum, manos should be identified by material and whether they are “one-hand” or “two-hand” in size, and whether they are unifacially or bifacially worked. Similarly, nether stones must be identified as to type, such as bedrock grinding slicks, mortars, grinding slabs, basin metates, trough metates, etc.

4. Artifact Density:

SITE TAGS

All sites found during the project must be marked with the Forest’s aluminum site tags unless other arrangements have been agreed to by Forest Archaeologist. Before beginning field work, the archaeological permittee should obtain a supply of aluminum site tags from the District or Forest

Archaeologist which will be used to mark all sites recorded. Tags that are not used shall be returned to the District or Forest Archaeologist at the end of the project.

The aluminum site tag will be nailed on the south side of a tree near the center of the site, no more than 6 in. above the ground. If no tree is available, the site tag will be attached to the end of a metal wire or stake, driven into the ground at the center of the site, and a small rock cairn (at least 20 cm. high) erected around the wire or stake.

SITE MARKING STANDARDS

When sites must be marked for avoidance from project activities, they shall be marked on the ground in the following manner:

(A) The perimeter of the site will be marked by spraying a white horizontal band, at least two inches wide, at a height of approximately 5 ft. above the ground, around trees that circle the site. In addition, a spot above 6 in. in diameter will be painted at the base of each tree so banded with the spot facing into the site.

(B) The perimeter of the site will be additionally marked by tying pink, fluorescent flagging tape at chest or face height on the painted trees with the knot and a trailing strand of flagging tape on the outside of the tree, facing into the center of the site.

(C) Both painted bands and flagging tape must be inter-visible and not obstructed by branches or foliage. Lathe, stakes, or posts that are clearly visible may be used to identify site boundaries when tree trunks are difficult to mark, there are no trees to paint, or there are no shrubs or rocks present to which the flagging tape can be attached.

GENERAL SURVEY REPORT STANDARDS

Exhibit 4 provides the report format that should be used. If anything more than the information in this report format is needed, this should be discussed in advance with the District or Forest archaeologist. Specific information that should be included in this report format is:

(A) Legal location of the project area, identified by reference to a USGS map and the ` Township(s) Range (s), and Section (s) examined by the project.

(B) Identify the Ranger District (s) on which the survey was done by District name(s).

(C) Provide the dates during which the survey was done.

(D) Identify by name and position the people who performed the survey and who directed or otherwise had administrative responsibility for the project and survey work. Use full names, not initials e.g. “Tom Jones”, not “TJ” or “T. Jones”.

(E) Describe the manner in which the survey was conducted and the spacing between surveyors or survey transects.

(F) If a previously recorded site cannot be relocated, describe the distance and extent of area surveyed from the reported location in an attempt to relocate the site.

(G) State any factors influencing survey type or ground visibility.

(H) If less than 10 acres, state approximate dimensions of survey area in feet and provide total acreage surveyed for each survey unit as well as total area surveyed.

(I) Provide summary information of number of sites, Isolated Occurrences (sub-divided under the headings of Features, Scatters, and Isolated Artifacts) that were identified. All maps will include a north arrow (indicating true north) and must accurately depict areas surveyed and locations of sites and Isolated Occurrences. For the report, maps at a 1:24,000 scale, and larger scale maps, if necessary, will be prepared on 8 ½ x 11 or 11x 17 -inch paper. If sites are shown on the maps, the map must contain the statement "For Official Use Only. Disclosure of Site Locations is Prohibited (36-CFR-296.18)".

(J) Reports and records will be submitted in electronic format with two print copies. If photographs, prints, or illustrations are used, they must be of suitable quality to provide a clear, legible copy.

(K) When sites have multiple site numbers, the Forest site number will be the primary reference used in the report. Other site numbers will be listed following the Forest site number or, if more than five sites are contained within the project, a concordance table listing all site numbers will also be included in the report.

(L) Do not include Culture History and Environmental sections, unless such information is vital to later sections of the report and is specifically addressed in later sections. Overall general, summary statements of culture history and environment in report introductory sections is adequate. Avoid on-site descriptions of vegetation, soil type, soil color, etc. unless such information helps locate features or is germane to understanding site use, e.g. location of a roasting pit to nearest agave concentration, or unusual on-or near concentration of possible of cultivar plants. Simply reference existing reports and sources providing such overview information.(*Cf* Downum 1988, 1990, 1992; Elson 2011; Fish and Fish 1977; Pilles 1978, 1987, 1996, 2014; Powers and Pearson 2008; Wilson 1969).

(M) In clearance reports, only discuss and locate sites that are within or immediately adjacent to the project area, unless describing or postulating land use or settlement patterns. Do not reference sites outside the project area (the APE). When reporting previous sites in the vicinity of a project. DO NOT provide any GPS information or precise site plots on maps. Site numbers may be printed in the general vicinity of a site's locastion, but precise plots or locational information for sites outside of project areas are not allowed unless prior arrangements have been made with the Forest Archaeologist.

DOCUMENTATION TO BE PROVIDED TO THE FOREST ARCHAEOLOGIST

Two original printed reports, an electronic copy of the report, printed and electronic copies of data originating from the survey including site inventory forms artifact analyses, and survey locational data. NRM data should be provided to the CNF Heritage NRM Steward, currently the Special Uses Archaeologist in the Supervisor's Office.

Unused tags shall be returned to the District or Forest Archaeologist upon completion of the project or submission of the final report. The report will be reviewed by the District and/or Forest Archaeologist and, if needed, returned with comments and suggestions for revision. Revisions will be made within a mutually agreed upon time frame, and the final report submitted to the Forest Archaeologist.

Copies of site records for sites not on Forest land, but located within the boundaries of the Forest, will also be provided as above.

FUTURE USE OF DATA COLLECTED UNDER PERMIT

The permittee may use archaeological data resulting from this survey for future research purposes. However, per conditions of Forest Service archaeological permits, the permittee agrees to provide three copies of any manuscripts, reports, and publications pertaining to the survey data to the Forest Archaeologist, acting on behalf of the Forest Supervisor, within one month of its completion and/or publication. Manuscripts prepared for possible publication will be submitted once they have been completed in addition to any published versions that may be produced at a later date.

CONDITIONS OF USE OF DATA PROVIDED BY CNF

Information needed by a permittee regarding previous survey areas and archaeological sites provided by the Forest can be provided but must be used solely for the purpose of the permitted project, unless otherwise agreed to by the Forest Archaeologist. Such information, when provided will be accompanied by the following confidentiality agreement:

"Here is the electronic data (shape files/ site data/ site forms/ whatever) you requested for your project _____- Please note the conditions, below, under which these files and scans are being provided for your use.

Disclosure of site locations is prohibited by 36-CFR-800-296.18. These files and scans are the property of the USFS and are being loaned to you solely for official use for this project. They may not be duplicated to anyone outside _____ without written permission, and the precise locations of these sites are not to be disclosed in reports unless they are within the area of direct project impacts (the area identified in the project permit application.) Upon completion of the project, you agree to destroy all copies and versions of this information and will notify _____ when this has been done.

By accessing these files (through this e-mail/ or at our office) you are acknowledging your acceptance of these conditions."

STANDARDS FOR ACCEPTANCE OF WORK

Pre-field and field research, laboratory analysis, and reports are to meet professional archaeological standards determined through review by the Forest Archaeologist.

Pre-field research should be adequate to identify previously known or suspected locations of prehistoric and historic archaeological sites. At a minimum, this includes the permittee's inspection of the Forest's NRM and paper archaeological records, historic maps, and reports.

Field research should be adequate to identify and properly located 95% of all sites, and 75% of all Isolated Occurrences in the survey transects.

Laboratory analyses must correctly identify 75% of artifacts encountered, including ceramic types, artifact types, and the material from which artifacts were made. If artifact nomenclature is different from standard terminology (e.g., Adams 1997; Haury 1950; Gillio, Levine, and Scott 1980; Rock 1980; Sliva 2015; Loendorf and Rice 2005; Lyndon 2005) this is to be defined and explained in the final report.

Reports must contain the information mentioned above and must be written in a style that is clear, concise, and, most importantly, well organized, and easy to use. Poor writing, organization, production, etc. are grounds for rejection of the report. There should be no more than three errors in spelling, grammar, punctuation, and typing per page of the report. Legal descriptions in the report must agree with those shown in maps and figures. All sites, scatters, isolated artifacts, and features mentioned in the report must be shown on the report maps and vice versa.

All site information is to be on the site form with additional pages, if needed. Reports should not contain any information about a site that is not also included on the site form. If information is found in the report that is not on the site forms, the report and site forms will be returned for revision.

Appropriate knowledge of the prehistory and history of the Forest must be demonstrated by use of correct terminology, dating, and citations of primary references (e.g., Colton 1946), as well as the most recent publications pertinent to the cultural resources of the Forest.

Additional standards and requirements may be established for specific projects and will be discussed by the Forest Archaeologist and permittee at the time the permit is issued or prior to beginning fieldwork for a specific project.

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Exhibit 1

Instructions for Completing Coconino National Forest NRM Site Forms

FS Site Number: Obtain site number from Ranger District (RD) or Supervisor's Office (SO) or will be assigned by CNF upon submission of site form.

NA Site Number, if used: Will be assigned by the Museum of Northern Arizona

ASM Quad Number, if used: Will be assigned by Arizona State Museum, if needed

Project Name: Be sure name used is the same as name used in CNF project records

Project No.: Get project number from District or Forest Archaeologist before starting field work

Site Recording Date: Write out completely as "Sept. 15, 2007". Do not use numerical dates like "9/15/07"

I. General Site Information

Site Description: Be brief and concise. Do not include or repeat information that is going to be provided in another section of the site form, such as locational information or artifact details.

Site Condition: Use the following terms ONLY: Excellent, Good, Fair, Poor, Critical (site mostly destroyed. These correspond with the condition rank numbers, 0-5, used prior to 2008.

Site Dimensions: Give length, width, and total area in square meters. Indicate how dimensions were determined – visual estimate, paced, measured by tape, GPS unit, etc. Indicate orientation of site – "Site is 100 m. northeast-southwest by 35 m. northwest-southeast". Estimated depth of soil is 50 cm. – 1 m.

Maintenance Condition Rating: See below or obtain current List of Values (LOV's)

Condition Narrative: Elaborate, if needed, upon site condition and identify the nature and extent of any damage present. Be specific. Don't just say "grazing" or "erosion". See below

Disturbances: See below or get current LOV's

Management Recommendations: The default recommendation "Scientific Study", not "Preservation" but Stabilization, Interpretation, Maintenance, or Monitor are also acceptable

II. Locational Information

Land Status: Will usually be "Coconino National Forest, _____ Ranger District". Otherwise indicate details of land status under **"Other Ownership".**

Map Quad: Provide complete USGS map name, scale, and date of map. e.g. Sunset Crater West 1:24,000, 1966.

State: Will always be Arizona. **County:** Will be either Coconino or Yavapai. **Township & Range:** Will always be ___North and ____ East. **Section ¼:** Provide down to nearest ¼, ¼, ¼, ¼, starting with the smallest ¼. Think of the words "of the", between each ¼ to help keep this in mind.

This is the SW ¼ "OF THE" SE ¼ of the NW ¼ of the SE ¼:

GPS Datum: USFS standard references is NAD 83, but always indicate the datum used. Survey crew members should always double check their settings to be sure they are all consistent.

UTM Source: Provide the GPS unit's manufacturer's name and model.

Additional GPS information: Add anything else regarding the precise location of the reading or adverse weather conditions that might affect the reading., e.g. "GPS reading taken 20 ft. west of site, in center of East Clear Creek, outside of site overhang."

Elevation: Elevations from GPS units are often incorrect. Verify elevation reading with USGS map plot.

Site Tag Location: Describe where the tag is located or if no tag was used. Forest protocol for site tags is to nail them to the south side of a tree, preferably 5-6 in., but no more than 1 ft. above the ground, as close to the center of the site as possible. If no tree is present, wire tag to a bush by the center of the site or affix site tag to a pin flag and build a small rock cairn around it.

III. Legal Status

National Register Status: This is a formal designation that requires consultation between the Forest and the State Historic Preservation Office and must be made by a professional archaeologist. The only acceptable terms are "Unevaluated", "Listed on the National Register", "determined Eligible under Criterion ____", "Not eligible", or 'Non-contributing".

National Register Status Justification: Discuss what's typical, or unique and unusual, about the site. How does it fit in the local/regional settlement pattern? Add what Criterion the site is eligible under. Be specific on WHY a site is eligible. Generic justifications such as "can contribute important information about the past", "information about past life ways" should be avoided. Relate significance to specific research questions, needs. or topics as identified in current literature of the area. Unless making a formal National Register nomination, don't discuss aspects of integrity unless they specifically support a site's eligibility criteria. e.g. Do not state that a site does or does not have integrity of design, feeling, location, the work of a master craftsman, etc. if it is only considered eligible under Criterion D.

IV: Site Component Information

Temporal Affiliation: Is either **P** (prehistoric), **H** (historic), or **U** (unknown)

Culture, Phase, and Date: See List of Values. Provide site-specific date, based on ceramics, or general phase dates. "B.C.", is placed before the date, "A.D." is placed after the date – e.g. "3,000-5,000 B.C.", "A.D. 1150-1250"

Basis for Cultural Affiliation, Phase, and Dates: What is the basis for your evaluation? e.g., "geographic location,", "regional pattern", for general statements, or "Dominance of Verde Brown and Walnut B/w" for more specific assessments.

Theme: This relates to historic themes used by the National Register, State Historic Preservation Office, and National Park Service. See List of Values.

Function/Activity : this field should represent the predominate feature of the site, equivalent to 'Site Type'. Use the same List of Values as Feature Type.

Feature Types: See List of Values (below) for terminology. Give each feature a number, e.g. "Feature 1 - Pueblo, two rooms. Start with architectural units (pueblos, pit houses, kiva, etc.), then features (hearths, rock pile, cleared area, agricultural features, etc. and end with artifact categories

Description/Construction Technique: When masonry structures are present, describe wall construction technique, number of courses wide, wall fill material, stone type. How high are walls now, and how high might they have been originally, based on amount of wall fall. Provide size of each room/pit house, specifying interior dimensions. Give size of wall fall in addition to interior dimensions, when possible.

Artifacts: Artifact ID is the discrete artifact or group of artifacts being described – such as projectile point 1, Tusayan White Ware, ground stone, etc. Essentially, if the artifact is identified individually on a site map or site description, then it should be described individually in this matrix.

Provide information about quantity and location of artifacts. Most sites will have "sheet trash" – an overall scatter of artifacts. But are there also areas of artifact concentration? Estimate densities using the terms sparse, moderate, and abundant, as well as estimates of density by numbers (tens, hundreds, thousands).

V. Site Associations: Site recorders, company, publications, any other relevant person, or institution.

ADDITIONAL INFORMATION FOR COMPLETING SITE FORMS

LOCATION DATA: Add any additional information that will assist someone return to the site with a minimum of effort. **Always state distance and direction** and use compass bearings when appropriate. Use prominent terrain features that will help an individual return to the site. Do not use general references that are not directly useful to relocating the site – e.g., do **NOT** state "Mormon Mountain 2 mi. to northeast". Use only features in the immediate vicinity – e.g., "Prominent spike-top clump of dead ponderosa 200 m. NE

Do not assume such detailed information is superfluous because you are using a GPS unit. Document terrain reference points in your sketch map to help guide a person to the site, using traditional map navigating skills. .

SITE TYPE: this provides the Forest's list of standardized site "types" than can be used for initial computer sorting. The full NRM LOV for site types uses many terms to identify the same site type. This list attempts to reduce those terms to provide long-term consistency for site types on the Forest. Use the "Site Type" term below that best characterizes the site. Trash is considered a by-product of human activity and as such should not be used to identify the primary site type when other features are present. Hence, a site type would not be "an artifact scatter with a structure" but rather "a "field house with a [sparse/moderate or /abundant] artifact scatter." See published summaries of the archaeology of the area reconstructions of these past systems (Baldwin and Bremer 1986; Fish and Fish 1977; Fish, Pilles, and Fish 1980; Pilles 1978, 1979, 1981; Wilcox 1996, 1987.)

Rock shelter. A shallow overhang –usually not high enough to stand upright. (no structures)
Cave. A deep overhang – deeper than it is wide – in which one can usually stand upright. No structures.
Cavate. Sides of the cave have been modified or carved out by humans. Typically, with a wall built across the mouth of the cave.
Community Room: An unusually large pit house or room, typically 2-4 times larger than a "typical" pit house or room. Functionally, they are probably equivalent to a "Great Kiva", but do not have traditional Great Kiva features.
Lithic Scatter: Flaked and ground stone. No pottery.
Sherd Scatter: Sherds only.
Artifact Scatter: Sherds, flakes, and ground stone present.
Pit House Site, 1-2 depressions present: Depressions are evident, or density and diversity of trash suggests pit houses are present.

Pit House Site, 3-4 depressions evident
Pit House Site, 5-8 depressions evident
Pit House Site, 9-12 depressions evident
Pit House Site, 13-20 depressions evident
Pit House Site, 20+ depressions evident
Field House: A structure utilized seasonally, typically during planting , harvesting, or for other temporary uses. Characterized by low walls with insufficient rock fall to provide full-height walls. Sparse artifacts, few decorated/trade ware sherds, no exotic materials such as jewelry, points rare, few artifacts other than ground stone tools or fragments.
Pueblo, 1-2 Room Habitation: Distinguished from a field house by having sufficient wall fall to have had full height walls, diverse artifact assemblage, moderate number of decorated/intrusive pottery, variety of lithic material, etc.)
Pueblo, 3-4 Rooms
Pueblo, 5-8 Rooms
Pueblo, 9-12 Rooms
Pueblo, 13-20 Rooms
Pueblo, over 20 Rooms
Agricultural Site: Evidence of agricultural features only, such as rock piles, linear borders, or grid borders. If a field house is also present, it has precedence over an "agricultural site" site type identification.
Historic Site (specify type of historic site present. There is not currently a standardized historic site typology).
Rock Art Site: (Specify if petroglyphs, pictographs, intaglios, terraforms, dendroglyphs, etc. are present).
Roasting Pit
Ball Court
Other

Multi-property terms, such as "fort" or "cliff dwelling" may also be used as a secondary level of "site type".

Multiple site types may be present on a single site; however, determine the most appropriate primary site type designation. Except for "scatters", a secondary site type may also be added, e.g., "Pueblo, 9-12 rooms / agricultural", "field house/agricultural". Artifacts are usually present on most sites so the presence of features takes precedence identifying a site type. i.e. the primary site type term for a field house with artifacts should be "Field House", not "Artifact Scatter with a field house"; or "Pithouse" not "Artifact scatter with pit house".

CONSTRUCTION TECHNIQUE: When masonry sites are present, describe the wall construction method, if this can be determined. Watch for differences between basal courses and upper courses. – e.g., "Double coursed wall, filled with fist-sized rocks. Basal course of upright slabs, upper courses are evenly spaced. No shaping. All limestone".

The following observations have been found useful for distinguishing seasonally used field houses from permanent habitation pueblos. All are "best guess" estimates.

RUBBLE HEIGHT NOW: How high (metric) is the mounded wall fall now?

ESTIMATED ORIGINAL HEIGHT: How high (in meters) could the wall have stood originally?

STONE: Identify stones used and, if multiple stone types present, indicate which is dominant.

TRAILS: Indicate evidence for human-made trails, not modern game trails.

ROCK ART: If rock art is present, specify if petroglyphs or pictographs, approximate number of panels, approximate number of elements. Indicate what pecking techniques are present (Direct Percussion, Indirect Percussion, Sharpened Hammerstone, Scratched, Incised, Abraded, etc.) and colors present in pictographs.

TRASH/ARTIFACT DENSITY: Indicate the number of sherds, lithics, and ground stone artifacts by type that are present at the entire site by either counting the total number of each, if site is small, or by using 1 m. sample units, if site is larger. The terms sparse, moderate, and abundant may be used, but each must be quantified, e.g., "sparse(< 1 artifacts/sq. m.), "moderate" (2-5 artifacts/ sq. m.), or "abundant" (> 5 artifacts /sq. m.). Do **NOT** use combinations like "Sparse to Moderate". Provide a general overall site density estimate by counting a few random 1 m. sq. areas and averaging them to state an average site density of "general density of X sites/sq. m.".

ADDITIONAL SITE DATA: Describe anything else you can about the site. Give details on structure sizes, masonry techniques, similarity, or differences of this site to others in the area, etc.

DISTURBANCE: If the site has been damaged, indicate the nature and severity of disturbance. Actions such as cattle grazing, tree growth, weathering, and erosion are considered to be natural processes and are not usually considered "damage". Only indicate these if they have caused damage beyond that which would normally be expected, like if a tree is growing inside a pit house, an arroyo has cut through the site, or a major cattle drive has impacted the site. In any case, be specific about the location, extent, and severity of damage, rather than general terms such as "cattle grazing", "erosion", "recreational use" etc. Be specific as to WHAT damage has such activities caused and WHERE is it?

SITE SIZE: Give the size of the site according to its short and long axes in meters and indicate the direction of these dimensions – e.g., "25 m. N-S x 45 m. E-W".

HOW DETERMINED? Do not visually estimate distances. Either pace these dimensions or measure them with a tape or GPS unit.

TOTAL AREA: Multiply the length by the width of the site to compute the site's total area in square meters or determine with a GPS unit.

DISCUSS SITE RE: LOCAL/REGIONAL SETTLEMENT: From spending time in an area and recording its various sites, you should have formed some impressions about the archaeological settlement and land use pattern of the area. Summarize and interpret these impressions here. This section should discuss the site as it relates to other archaeological sites in the area. Try to relate this site to broader settlement and land use patterns and discuss its potential significance to regional archaeology. Indicate how typical or unique it is compared to other sites in the area. Infer site function.

SITE TESTED/EXCAVATED/DOCUMENTED: If the site has been professionally investigated, indicate the level of work that has been done. "Testing" would include the digging of test squares or trenching to examine sub-surface remains and the site extent. "Excavation" would involve the excavation of 50% or more of the site. "**Documented" does not mean a site form has been prepared;** rather, it means documentation beyond a basic recording level, such as would be done for mitigation from project impacts, or for research purposes. Examples would be documenting a historic structure by making measured drawings or taking extensive photographs. Or, in the case of a petroglyph site, when detailed descriptions, sketches, measurements, and photographs have been made of each element.

CHRONOMETRIC DATES: If available**, i**ndicate if tree-ring, archaeomagnetic, obsidian hydration, or other dating techniques have been used on the site and provide those dates.

REFERENCE/PUBLICATION: If there is additional information about the site beyond the site form and photographs, indicate what and where it is. If the site appears in a report or manuscript, give the reference. For example, "See site file", "Part of Winona Village. McGregor 1937:45.", "Colton 1946:146." Do not state "see site file" unless there IS a site file that contains additional information.

TAG LOCATION: Indicate where on the site a site tag has been placed – e.g., "Tag tree is an alligator juniper, 36 in. dbh, at NW corner of pueblo". The tag should be placed near the center of the site, on the south side of a tree, no more than 1 ft. above the ground. If a tree is not available, tag can be tied to a sturdy bush or place beneath a small cairn of rocks in the center of the site. Also, be sure to identify the location of the tag in your site sketch.

RECORDED BY: Enter full first and last names of people. **DO NOT USE INITIALS ALONE.** This should include all members of the crew who recorded the site with the main site recorder's name appearing first. .

DATE: Enter the date the site was recorded listing the month, date, and year, in that order. **DO NOT** use military or European style for citing dates. If the site was previously recorded, enter the earlier recorders' names and the dates the site was first recorded, then the names and dates for the current recording of the site.

IDENTIFY ARTIFACTS: Identify ceramic and artifact types collected or observed in the field. This information should be extensive and complete so that the site can be assigned to a cultural and temporal placement. If a site is small, the total collection analysis should be listed. Ceramics are to be identified to the type level following the Colton/Hargrave typology. If sherd or painted design is too small to identify to type, identify it to the Ware level and identify as such. e.g. simply " 4 Tusayan White Ware sherds", not "4 unassigned/ unidentified/ undifferentiated Tusayan White Ware sherds".

IDENTIFICATION/COLLECTION TECHNIQUE: Indicate how the artifacts were recognized for identification or collection purposes, if authorized. For example, "Total site id", "Grab", "Grab with emphasis on decorated sherds", "100% id in every other meter square through N-S axis of site", "Four 1 sq. m. units collected" etc,

SITE MAP: This is a detailed sketch of the site, local topography, features, location of diagnostic artifacts, structures, structure numbers, size of structures, site tag location, etc. If a GPS map is not made, a compass and pace map of the site is acceptable.

Exhibit 1 – Site Form

NA _____ **Ariz**. : : ___ (ASM) **AR-03-04- - .**

Site Name/Other Site Numbers: _____

Project Name: _____**CNF Project No.:** _____

Location Information
Land Status: Coconino National Forest _____Ranger District

Other Ownership : _____

USGS Map Quad.: _____ **State:** Arizona **County:** Yavapai___ *or* Coconino __
T N, **R E** , **Sec.** , ¼ ¼ ¼ ¼ **Elev.**: ft
UTM: Zone 12 ***East***:_____ ***North***: _____ **Datum:** NAD 1983

GPS Unit: _____ **GPS Comments**: _____

Site Tag Location:
_____

Directions to Site: (Describe route from major highway & milepost. Give landmarks, references, etc.):
_____

Site Type: *(See LOV's)*_____

General Site Information
Site Description (add additional information on back):

Cultural Affiliation(s):

P,H,U	Culture	Phase(s)	Date *(of phase)*	Date (Based on Artifacts)

Basis for Affiliation, Phase, and Dates *(Be specific! Sherd types, point forms, bottle/can types, assemblages, etc.)*

Theme (see LOVs): _____

Function/Activity (see Feature Type LOVs, pick predominate feature of site):

Features:

No	Feature Type *(see LOVs)*	Material/ Stone type	Describe *(Construction technique, courses wide/high,*	Wall hgt now	Wall hgt originally
1					
2					
3					

Site Condition
Disturbance *(Circle):* **Rank: 0** *(undisturbed)*, **1** *(Good)*, **2** *(Fair)*, **3** *(Poor)*, **4** *(Critical)*, **5** *(Destroyed)*
Describe source and specifics of disturbance:

Vandalism (?) *(Circle)*: **Yes / No** **Pot hunted (?)** *(Circle)*: **Yes / No**
Describe:

Site Dimensions: Length_____ m. Width_____ m. Area_____m²
How determined ?: Visual estimate _____ Paced _____ Taped _____ GPS _____

Ground Visibility: Overall, what percent of the ground surface is visible? _____

Mangmt. Recommend (see LOVs or choose 1): Research _____ *(preferred default for all sites)*
Interpreation _____ Preservation _____

Management Recommendation Narrative:

Management Condition (see LOVs):

National Register Recommendation: Unevaluated___, Eligible___, Not Eligible___,
Criteria (*A,B,C,D*): **_____ Basis for Eligibility: R-3 PA ____** and/or **Other _____**
Why ? *(Discuss site re: local/regional settlement. Specific research potential. What's typical or unique?)*

Status: Unevaluated___, Eligible___, Not Eligible___, Listed ___

Site Recorded By:

Name	Agency/Organization	Date

Artifacts:
Density: + artifacts/m²___. *(Sparse, Moderate, Abundant):* **Ceramics: ____ Lithics: ____ Ground Stone: _____**
Sample Type: Grab ____ Controlled ____ Grab & Controlled ____
(*Use separate sheets for controlled sample information)*

Artifact FS No.	Class *(see LOVs)*	Type *(see LOVs)*	Count	Coll-ected	Cat No.

Photographs:

No.	Subject:	Facing:	Photographer:	Date:

Site Associations
Previous Projects/Events and Report No(s):

References/Publications:

Add any additional information on back of form or on continuation sheet.
Attach Site sketch, Map(s), and illustrations.

Exhibit 2

Photo Log

Digital photographs should be identified on a photo log, as per the following example. .

Example of completed photo log:

Date of latest revision: Aug. 11, 2006 ***By: Peter J. Pilles, Jr.***

Coconino National Forest - DIGITAL Photo Identification Sheet

Site AR-03-04- 06-273 Devil's Dining Room

Photo cat. no.:	Description. *(Identify people by name. Describe what you are trying to show by taking this photo.)*	Direction: Facing	Photographer's Name *(Not initials)*	Date
NOTE: These are photo catalogue numbers, not camera image numbers. Rename your images with a cat. number.				
06-273. DIGITAL.				
.0001	Looking over site and Forest Road 179-F. Vehicle is in parking area adjacent to Devil's Dining Room.	SSW	Peter J. Pilles, Jr.	Aug. 10, 2006
.0002	Looking over site andForest Road 179-F	N	Peter J. Pilles, Jr.	Aug. 10, 2006
.0003	Looking S. over FR 179-F that cuts through site	S	Peter J. Pilles, Jr.	Aug. 10, 2006
.0004	Detail of artifact density on W. side of road	SE	Peter J. Pilles, Jr.	Aug. 10, 2006

Exhibit 3

Logging Railroad Grade Evaluation Criteria

Obtain current information from District or Forest Archaeologist.

For background information on the Forest logging railroad system, see Pat Stein, 1993, *Logging Railroads of the Coconino and Kaibab National Forests*. SWCA Archaeology Report No. 92-26. USDA Forest Service, Southwestern Region, Report No. 19, 2006. Copies may be obtained from the Coconino National Forest.

Exhibit 4

Standard Report Format

NOTE: Edit header to include project number & page number on all pages

An Archaeological Survey and Cultural Resources Clearance Report for ** Coconino National Forest, Arizona

Note: SHPO has asked that the titles of reports clearly indicate when a new survey is involved, if it is just a clearance based on previous work, or a combination. So, use appropriate title to indicate this.

By
* District Archaeologist *(or whatever author's position is)*

, 2013

Table of Contents, List of Figures: Only use one when it is a complex, lengthy report where a table of contents, figures, tables are needed to find necessary information

ABSTRACT

This should be a short, concise summary of what project activities are involved, how many sites were found, sites determined eligible, not-eligible, undetermined, project acres, new acres surveyed, percent of project area sampled. This should be suitable for cutting and pasting into the IS&A form.

Project Acres:
New Acres Surveyed:
Acres Re-surveyed:
Previously Surveyed Acres: *Previously surveyed that are used to provide clearance*.
Project Location and USGS Quadrangle:
Names of Surveyors:
Dates of Field Survey:
Total Sites in Project Area:
Newly Recorded Sites: Eligible: Not Eligible: Unevaluated:

Previously Recorded Sites: Eligible: Not Eligible: Unevaluated: *(This will be detailed by individual site numbers in the National Register Eligibility Table attachment to the IS&A.)*
Isolated Occurrences: Features: Scatters: Isolated Artifacts:
Clearance Recommendations: *If recommend monitoring, always include requirement for a report. Can be as simple as e-mail or a complex report.* **None: Avoid:**
Flag sites for avoidance: Monitor: Other:
Determination of Effect: *Delete those that do not apply. No. refers to coding no.* 1) No Effect: 2) No Adverse Effect: 3) Adverse Effect: 4) Not an Undertaking: 5) Beneficial Effect: 6) No Sites Present:

INTRODUCTION

Project activities will consist of ** *(list all activities associated with the project including ancillary support components, such as access roads. Include direct, indirect, and cumulative effects, as needed.)* An archaeological survey was performed to determine if cultural resources were present that might be affected by the proposed **. The project is located in T*N, R*E, Sec. * on the ** Ranger District of the Coconino National Forest, Arizona (Figure 1). *When a project is being done under the provisions of the R-3 PA, such as staged, modified survey strategy, sample surveys, etc., refer to the specific provision in the PA under which work was done, or reference date of consultation with SHPO.*

PREVIOUS SURVEYS AND RECORDS SEARCHES

The Forest's INFRA database, Geospatial Data Bases, and Archaeological Atlas have been reviewed to locate previously surveyed areas, recorded sites, and sites for which locations are uncertain.

Author and Date	CNF Project No.	Project Name	Comments
Example: Kuehn, David 1977	1978-8-D	Stumpwood Sale: Anderson Mesa	No report prepared

A total of *** projects have been conducted in the proposed project area, covering *** acres. These projects are considered to meet current survey standards. *If this is not the case, explain.*

The Forest's Historic Maps Atlas has been reviewed to identify historic properties that have not yet been recorded. *Depending on the size of the project, the intent is to locate historic locations that may have remains that fit the CNF definition of "site". This is not an index of all places and features shown on all historic maps. Do not include infrastructure such as roads, telephone lines, power lines, gas lines, etc. If found in the field, these will usually be considered features. Known historically significant routes, such as the Beale Road, General Crook Road, etc. may be identified, but if previously recorded, describe under "Sites". If uncertain, consult the Forest Archaeologist.*

Reference any other sources consulted as well, citing author, date, place of publication or other necessary refence citations.

The Coconino National Forest Site Density Prediction Model [1](Barrett 2010) *(T:\FS\NFS\Coconino\Program\2300Recreation\2360HeritageRestricted\GIS\Site_Density_Model)* indicates that the project area is Class *** with a predicted site density of *** sites per square mile. *Modify this as needed for large projects that may include areas of different predicted site densities.*

Buffer Zones: *Buffer zones are not usually included, other than sites that have not been precisely plotted with GPS and that may be in close proximity to the project area. If buffers are necessary, 200 m. is considered adequate, otherwise consult with the Forest Archaeologist. If such sites are identified on maps, do not use a point locator, only the USFS site number in the vicinity of the actual site location.*

Environment and Culture History: *These will not be in reports unless they are directly relevant to determinations of significance. Consult with the Forest Archaeologist before including such sections.*

THE SURVEY

Survey Strategy

This is only needed when less than 100% survey is conducted. If less than 100% survey is done, indicate the type of sample employed (judgmental, random, stratified, etc.). Discuss how sample areas were selected, why, and where. Consider ground visibility, slope, elevation, land ownership, etc. when areas are omitted from survey. Indicate when the Forest Archaeologist, SHPO, tribal representatives, etc. were consulted or provided input into sample strategy.

Survey Methods

The survey was conducted on ** by **, **, by walking a series of parallel transects spaced 66 ft. apart over the entire project area. The project area measures ** by ** ft. (* acres). The survey area measures * by * ft. (* acres). A total of * acres were surveyed. *If the project, or any part of it, has previously been surveyed, provide separate figures for "newly surveyed acres" and "resurveyed acres".*

Survey Results

* sites * features, * scatters and * isolated artifacts were found. Definitions of "site", "isolated 0ccurrences", "feature", "scatter", "isolated artifact" are contained in FSH 2309.24 and the "General Requirements for Conducting Archaeological Surveys on the Coconino National Forest". References for dating of ceramics, projectile points, and historic artifacts are *** or "those referenced in the Coconino National Forest "Guidelines".

---

[1] Site density ii predicted on number of sites/sq. mile based on 134 environmental units in the USFS Terrestrial Ecosystem Soil Survey. Class 1 = Very low, 0 sites/sq. mi; Class 2 = Low, 1-10 sites/sq. mi; Class 3 = Moderate11-20 sites/sq. mi; Class 4 = High, 21-30 sites/sq. mi; and Class 5 = Very High 30+ sites/sq. mi.

Indicate how survey results do or do not support the CNF predictive model. If different from prediction, state how results differ and possible explanations why.

THE SITES

Do not include photographs or site plans unless there is something very unusual about a site or if there is a need to convey certain information about the site or its setting that is relevant to its eligibility or protection or when actions are proposed within a site. DO, however, include plans and photographs for sites that are being determined not eligible, as per the SHPO's request.

AR-03-04-_____ **UTM Coordinates: _ __ ___ E., __ __ ___ N.**
Cultural Affiliations: **Phases:** **Dates:**
*State the basis for assigning culture and phase determinations. Be specific. Don't say "based on decorated sherds", cite the specific types that indicate the dates. For projectile points, identify the type of projectile point, as per Krug ****, or describe the point.*

Site Description:

Artifact Types and Density: *Artifact density refers to the overall site, not variable densities within the site, although loci with densities greater than the overall general site density should be identified and plotted on the site plan. Only one overall density term for the site as a whole is to be used. DO NOT USE TERMS LIKE "SPARSE-MODERATE" or "MODERATE TO DENSE". If a small site, give a total site artifact count by artifact class. If the site is too large for this, sample the entire site area by appropriately sized metric units and provide artifact densities in terms of artifacts per square meter. When describing artifact density give numerical ranges. The terms "low", "medium", and "abundant" may be used, but the approximate count ranges for each rating must be defined, e.g., " low density = 3-10 artifacts per sq. m., moderate density = 10-30 per sq. m." whatever is appropriate for the part of the Forest in which the survey is being done. Do not use "more-than" counts, e.g., "200+".*

Although collection of artifacts is not usually authorized, identify specific artifacts that were collected and include the phrase "with the authorization of the [District or Forest] Archaeologist."

Determination of Eligibility*: This should be no longer than necessary to demonstrate a site is eligible under one or more of the Criteria. Any additional information not needed to demonstrate minimal eligibility should not be in a clearance report, but a more appropriate document such as a Forest Heritage management plan, District overview, National Register nomination, archaeological property evaluation, property type thematic evaluation, professional publication, or similar document. Identify the specific criteria for which a site is eligible (i.e., A, B, C, and/or D) and be sure to discuss its integrity. Aspects of integrity include location, design, setting, materials, workmanship, feeling, and association as they relate to the significant qualities of the*

site (see National Register Bulletin 15). Give specific reasons WHY a site is eligible or not eligible. Statements like "important information for land uses" are not acceptable. Reference potential for contributing to specific research questions for the Southwest and/or for the prehistoric, protohistoric, and historic groups represented on the Forest. Reference existing overviews, thematic National Register documents, and SHPO context documents. As professional archaeologists, part of our legal responsibilities is to make knowledgeable, objective determinations of eligibility – not to save every site we find. Unless there is clear potential for significant information, the site should be left unevaluated or, more likely, not eligible. For example, if a site is an artifact scatter, with no features, no diagnostics, and little potential for subsurface deposits, it should probably be determined not eligible.

If the report covers a large number of sites, a table should be included as an appendix. See Appendix A.

THE ISOLATED OCCURRENCES

Features

Ftr. No.	Description	± No. of Items	Extent (m. NS x m EW)	Approx. Date	UTM-E Easting	UTM-N Northing
Ftr 1:						
Ftr 2:						

Artifact Scatters

Scat 1:*						
Scat 2:*						

Isolated Artifacts

IA 1:*						
IA 2:*						

* = Artifact collected *Use asterisk if artifact(s) collected. Delete asterisk if not collected.*

TRIBAL CONSULTATION *(IF NEEDED. IF NOT, DELETE)*

The following Native American Indian groups were notified of the project in the Coconino National Forest Annual Consultation letter dated _____, *confirm project is listed there* as well as the Forest's Schedule of Proposed Actions and quarterly updates: Dine' Medicine Man's Association, Fort McDowell Yavapai Nation, Hopi Tribe, Hualapai Tribe, Havasupai Tribe, Navajo Nation, Pueblo of Acoma***(**Only for projects***

on S.F. Peaks) , Pueblo of Zuni, San Carlos Apache Tribe, San Juan Southern Paiute Tribe, Tonto Apache Tribe, Yavapai-Apache Nation, Yavapai-Prescott Tribe, and White Mountain Apache Tribe. No replies about tribal concerns about this project were received. No areas of traditional cultural importance or areas of specific tribal concern are known for this part of the Forest, based on previous consultations and Forest research into tribal uses of the Forest.

Only include this if you are making a DOE: The Hopi Tribe, the Yavapai-Apache Nation, and the Yavapai Prescott Tribe concur with the recommendations of eligibility as per a Memorandum of Agreement signed Jan. 9, 2003, and other agreements of January 24 and February 4, 2002, respectively.

CLEARANCE RECOMMENDATIONS

The latest Forest Service listings for the National Register of Historic Places have been consulted, and no sites on or nominated to the Register are known to be in the project area. Sites ** are considered eligible for nomination to the National Register of Historic Places under Criterion D of 36-CFR-60.4. *or additional criteria if appropriate.*

Sites _____ are determined eligible under Criterion D and will be protected. Sites _____are unevaluated but will be protected pursuant to FSM 2361.1(2) and FSM R-3 2361.21(2) until testing or additional information is available that would allow conclusive determinations of eligibility to be made (Programmatic Agreement V.D.3).*See Programmatic Agreement Appendix B List of Properties that May be Considered Eligible without further consultation)*

The isolated occurrences are not considered significant and require no further protection, as per the First Amended U.S.D.A., Forest Service, Region 3 Programmatic Agreement Regarding Cultural Property Protection and Responsibilities, dated December 24, 2003.

The _____Ranger District is responsible for notifying the Zone or Forest Archaeologist before initiating any activities as part of this project, to ensure the proposed activities have cultural resources clearance and that project personnel are aware of the conditions of this clearance.

Should any additional prehistoric or historic archaeological sites be encountered during the course of the project, they are to be avoided and reported to the District or Forest Archaeologist.

Consider using a monitoring requirement:

The_____ District _____ (*Title*) will periodically monitor the sites during the time the project is active to ensure sites are being avoided and the conditions of this clearance are being met. Should any site damage be noted, work in the vicinity of that

site will stop and the District or Forest Archaeologist contacted to determine an appropriate course of action.

DETERMINATION OF EFFECT

This section must make a statement as to whether or note the proposed undertaking will have an effect upon the significant qualities of the archaeological sites/historic properties within the Area of Potential Effect of the project. The only determinations that may be used are "No historic properties effected", "No effect", "No Adverse Effect", or "Adverse Effect". Note that there can only be <u>one</u> determination of effect and that relates to the <u>entire</u> undertaking, not one aspect of the undertaking, not individual portions of the undertaking, and <u>not</u> individual sites. You do not make determinations of effect on individual sites. If one property is affected by an undertaking, ALL are effected by that undertaking. Effects are measured against the specific qualities of significance of individual properties. Effect to visual, auditory, or atmospheric qualities are only present if they are contributing qualities to the National Register significance of a property.

If these recommendations are followed, there will be _____ Effect to cultural resources by the proposed project.

This report is submitted in compliance with the provisions of the National Historic Preservation Act of 1966, as amended, and the First Amended Programmatic Agreement between the Arizona State Historic Preservation Officer [and other R-3 SHPO's], the Advisory Council on Historic Preservation, and the USDA Forest Service, Region 3 (Dec. 24, 2003).

Cultural Resources Clearance for the ** Project is recommended, contingent upon the above recommendations.

REFERENCES CITED

(NOTE: Unless otherwise noted, all reports are manuscripts on file at the Coconino National Forest Supervisor's Office, Flagstaff, Arizona. Previous project references listed in Table ___ need not be repeated here.

Barrett, Chris
2010 Coconino National Forest Site Density Predictive Model. Geospatial data layer at Coconino National Forest Supervisor's Office, Flagstaff.

Authors' names
19 An Archaeological Survey and Clearance Report for____ (CNF Project ___-____).

Coconino National Forest
2013 General Requirements for Conducting Archaeological Surveys on the Coconino National Forest.

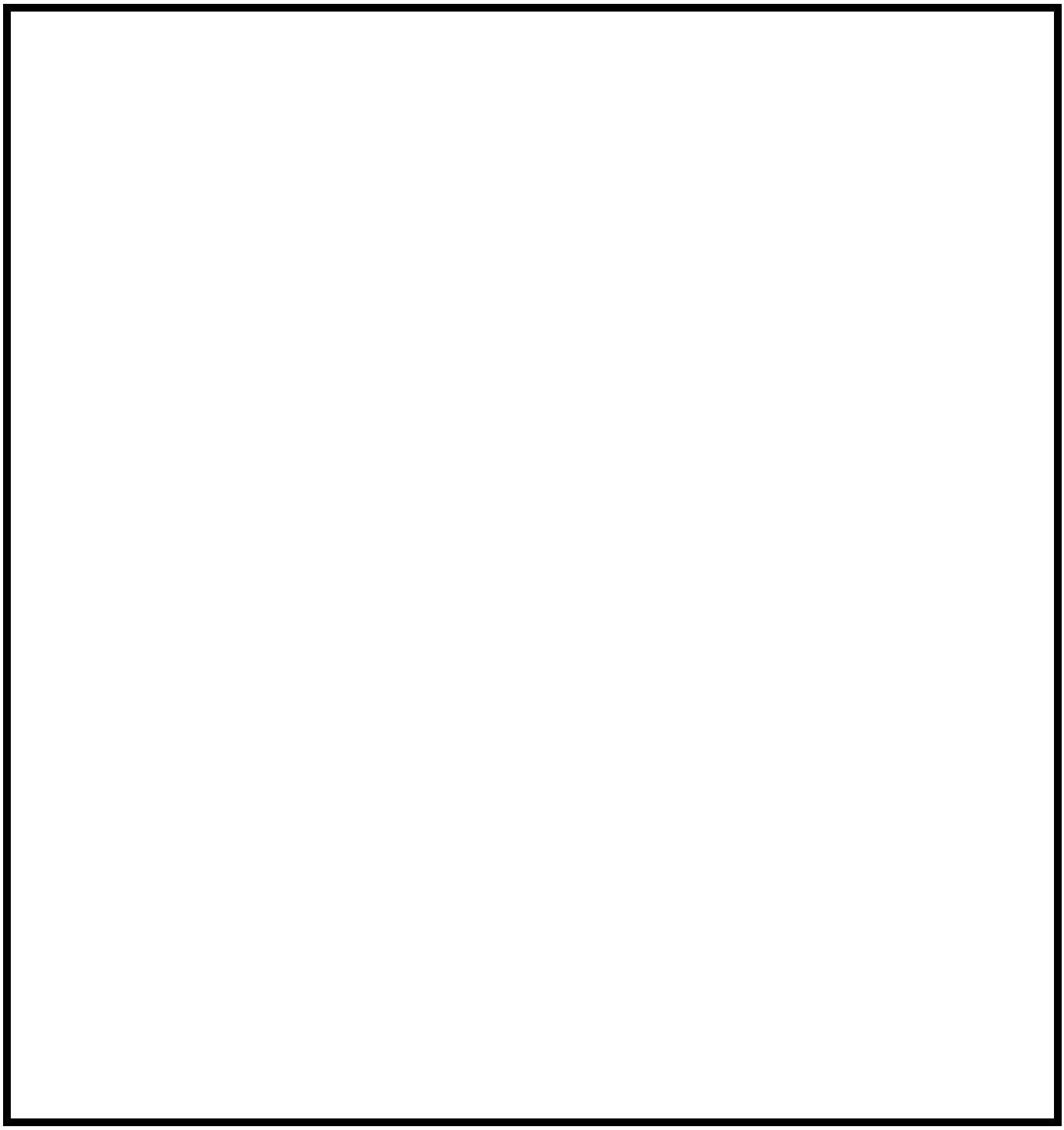


Figure 1. Area Surveyed for **, (Project No.**), located in T*N, R*E, Section * . Base map is *, Ariz., U.S.G.S., 7.5' quadrangle.

Appendix A: Table of National Register Status of Historic Properties

Site No. & Name	Site Type	Culture	Phase & Dates	Eligibility Criteria	Easting (NAD 83)	Northing (NAD 83)	Comments

NOTE: Land status is Coconino National Forest, and property type is "Site" unless otherwise noted under comments.

Move following section into the Revised Guidelines for Working on CNF

Consider citing an appropriate historic context document and/or state how site contributes to a specific research topic pertinent to the prehistory or history within the Coconino National Forest.

Within the historic thematic contexts reports produced by the State Historic Preservation Office as components of the Arizona Historic Preservation Plan, the following sites are most appropriately considered under the following context report(s):

Site	Context Report	By
02-1234	Rock Art in Arizona	J. Homer Thiel
02-1234	Prehistoric Water Utilization Technology in Arizona	Michael S. Foster, M. Kyle Woodson, & Gary Huckleberry
02-1234	Prehistoric Non-Irrigated Agriculture in Arizona	David E. Doyel
02-1234	Prehistoric Irrigation in Arizona	Allen Dart
02-1234	Making and Using Stone Artifacts: Lithic Sites in Arizona	Jane Sliva
02-1234	Transcontinental Railroading in Arizona, 1878-1940	Janus Associates
02-1234	Homesteading in Arizona, 1862-1940	Pat H. Stein
02-1234	The Basques in Arizona from Spanish Colonial Times to the Present	Pat H. Stein
02-1234	Historic Trails in Arizona from Coronado to 1940	Pat H. Stein
02-1234	The Chinese in Arizona, 1870-1950	M.Keane, A.E. Rogge, B. Luckingham
02-1234	Gold & Silver Mining in Arizona, 1848-1945	Melissa Keane & A.E. Rogge
02-1234	The United States Military in Arizona, 1846-1945	W.S. Collins, M. Sturgeon, R. Carriker

Site	NRHP Multiple Property Nomination Form	By
02-1234	Warfare Between Indians and Americans in Arizona, 1846-1886	Don W. Ryden & Doug Kupel
02-1234	Logging Railroads of the Coconino and Kaibab National Forests	Pat H. Stein

Site	Other	By
02-1234	The Civilian Conservation Corps in Arizona: A Context for Erosion-Control Features *The Kiva,* 63(4)359-377	Gregory R. Seymour

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jackson Salazar, Water Services Project Manager

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval of Contract: Second Amendment to the Construction Manager at Risk (CMAR) Construction Phase Services Agreement with Eagle Mountain Construction, Inc. in an amount of $12,112,085.00 to add Phase 1 - GMP 3 for the Wildcat Interceptor Sewer Upsizing Project.

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment to the CMAR Construction Phase Services Agreement with Eagle Mountain Construction, Inc. (EMC) in an amount of $12,112,085.00 to add Phase 1 - GMP 3 for the Wildcat Interceptor Sewer Upsizing Project (Project); and
2. Approve an Owner's Contingency of $100,000, which is approximately 1% of Phase 1 - GMP 3; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends approval of the Second Amendment to the CMAR Construction Phase Services Agreement to add Phase 1 - GMP 3 with EMC for the Project. The purpose of the Project will be to construct approximately 5,500 feet of new sewer main from the Wildcat Hill Wastewater Treatment Plant (WWTP) to the south side of Interstate 40 which will increase capacity in the sewer collection system and replace a critical piece of aging infrastructure. A delay in this phase of the Project could delay or stop planned development and certificates of occupancy. Phase 1 - GMP 3 will allow the EMC to install the new sewer main from the first crossing of the Rio de Flag to the South side of I-40, approximately 2,309 linear feet. This portion of work will also include 2 horizontal borings under BNSF and Route 66 and numerous reclaim water main realignments and replacements.

Financial Impact:

The Second Amendment to CMAR Construction Phase Services Agreement Phase 1 - GMP 3 will cost $12,112,085.00 and will cover the remaining construction from the first crossing of the Rio de Flag to the South side of I-40, approximately 2,309 linear feet. This will bring the total Project cost for construction to $22,041,393.00.

This Project is funded through Water Services in both Wastewater and Reclaimed Water in the following accounts:

Account # 203-08-375-3441-0 with a budget of $16,400,000 in FY2025-26 and $6,309,000 in FY2026-27.
Account #204-08-380-3441-0 with a budget of $970,136 in FY2025-26.

Policy Impact:

Policy F3.4 Compliance: The City of Flagstaff will submit a report to ADEQ for any new subdivision, site, system extension or collection system expansion as currently required by law.

Previous Council Decision or Community Discussion:

- On June 16, 2024, the City Council approved a Professional Services Contract with Ardurra Group, Inc. to

design the Wildcat Sewer Interceptor Upsizing Project.
- Ardurra has completed the engineering design documents up to the 90% level.
- On May 27, 2025, the City entered into a Design Phase Services Agreement with EMC in the amount of $78,750.00 for basic design phase services (see attached).
- On July 1, 2025, the City entered into a Construction Phase Services Agreement, including, Phase 1 - GMP 1 with EMC in the amount of $5,374,180 to order long lead time materials and set up a materials storage yard.
- On September 2, 2025 the City entered into a Construction Phase Services Agreement, including, Phase 1 - GMP 2 with EMC in the amount of $4,555,128 to complete construction of 3,100 feet of new sewer main.

Options and Alternatives to Recommended Action:

1. Approve the Second Amendment to the CMAR Construction Phase Agreement to add Phase 1 - GMP 3 in the amount of $12,112,085.00 as recommended; or
2. Reject approval of the award as recommended. This action would delay the Project and certain developments currently in review that are contingent on the completion of the Project. If rejection occurs, possible options include:

   a. Ask staff to re-evaluate the recommendation; or
   b. Suspend or cancel the Project completely.

Background and History:
In 1971, the City of Flagstaff constructed the Wildcat Hill Wastewater Treatment Plant and a new large diameter sewer interceptor to transport wastewater from the then current treatment plant to the new treatment plant. In a recent Water and Sewer Impact Analysis, the City of Flagstaff's consultant identified a deficiency in the wastewater collection system in this sewer interceptor. This Project was also identified in the City of Flagstaff's 2015 Sewer Master Plan as the second highest priority project. The pipeline is currently undersized to meet the additional developments that have been proposed. This Project will replace a portion of the undersized pipeline identified in the water and sewer impact analysis with a new larger wastewater interceptor. The new pipeline will allow the City to properly serve the wastewater needs of the new proposed developments.

Following the completion of 30% design plans by Ardurra, the Purchasing section posted a Request for Statements of Qualifications (RSOQ) solicitation for Construction Manger at Risk on December 6, 2024, on the PlanetBids website, and advertised it in the Arizona Daily Sun newspaper on December 17 & December 28, 2024. There were four Statements of Qualifications received by the due date of January 14, 2025.

After reviewing the Statements of Qualifications received by the evaluation team of six professionals, the RSOQ selection panel selected the highest scoring firm, Eagle Mountain Construction, Inc. to move forward to award. On May 27, 2025, the City entered into a Design Phase Services Agreement with Eagle Mountain Construction, Inc. for the amount of $78,750.00 for basic design phase services. The firms' final evaluation ranking scores are as follows:
Eagle Mountain Construction: 640
Fann: 606
B&F: 603
Jud Co.: 244

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: Foster a safe, secure, and healthy community. Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:
Goal WR.3: Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measure.
Goal WR.4: Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.
Goal WR.6: Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the

region.
Goal CD.1: Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
This Project will increase the capacity of the sewer collection system which will provide capacity for additional housing.

Attachments:
Phase 1 - GMP 3 Second Amendment
Exhibit A - Project Map
Phase 1 - GMP 2 FIRST AMENDMENT
Phase 1 - GMP 1 Contract
Design Phase Services Contract

SECOND AMENDMENT

Wildcat Interceptor Sewer Upsizing Project
Construction Manager at Risk

Construction Phase Services Agreement Phase 2 - GMP 3

Agreement No. 2025-94

This Second Amendment ("Second Amendment") by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Eagle Mountain Construction, Inc., an Arizona corporation ("Construction Manager at Risk" or "CMAR") shall be effective as of the date of the last signature below. The City and CMAR may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, the City and CMAR entered into a Design Phase Services Agreement dated May 27, 2025 (the "Design Phase Agreement") for the City of Flagstaff Wildcat Interceptor Sewer Upsizing Project (the "Project') at a cost of **seventy-eight thousand seven hundred fifty dollars and no cents ($78,750.00)**; and

WHEREAS, subsequently, the City and CMAR entered into a Construction Phase Services Agreement dated July 14, 2025 (the "Construction Phase Agreement") for the Project which included the Guaranteed Maximum Price (GMP) Phase 1 – GMP 1 at a cost of **five million three hundred seventy-four thousand one hundred eighty dollars and no cents ($5,374,180.00)**; and

WHEREAS, the City and CMAR entered into a First Amendment to the Construction Phase Services Agreement dated September 11, 2025 for the Project to include GMP Phase 1 – GMP 2 at a cost of **four million five hundred fifty-five thousand one hundred twenty-eight dollars and zero cents ($4,555,128.00)**; and

WHEREAS, the Parties desire to amend the Construction Phase Agreement and subsequent amendments to add an additional scope of work to this phase of the agreement.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows:

A. Article 5. Contract Price. Exhibit B referenced in this paragraph is amended to include Wildcat Sewer Interceptor & BNSF Utility Relocation Phase 2 – GMP 2 – dated April 15, 2026 (3 pages) attached hereto as *Attachment A*.

B. Article 5. Contract Price is amended to add the cost of **twelve million one hundred twelve thousand eight-five dollars ($12,112,085.00)** as detailed in Phase 2 – GMP 3.

C. All other provisions of the Construction Phase Agreement and subsequent amendments shall remain unchanged in full force and effect.

D. The Recitals included in this Second Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date hereinbefore indicated.

City of Flagstaff

By:_____
City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Eagle Mountain Construction, Inc.

By:_____

Title:_____

Dated:_____

April 15, 2026

Jackson Salazar
Project Manager – Water Services
City of Flagstaff
Flagstaff, AZ 86004

Re: Wildcat Sewer Interceptor & BNSF Utility Relocation CMAR ("Project")
Construction Manager at Risk – Guaranteed Maximum Price ("GMP") 3

Mr. Salazar,

Eagle Mountain Construction ("EMC") is submitting GMP 3 for the above referenced Project.

The Wildcat Sewer Interceptor (designed by Ardurra) and the BNSF Utility Relocation (designed by The WLB Group) projects are designed to replace the existing undersized pipeline feeding the Wildcat Hill Wastewater Treatment Plant, with an upsized 48" collection system.

This GMP 3 is based on 90% plans and is for the installation of the 48" ADS sewer pipe for Phase 2, from Manhole #8 south the Junction Structure #1, and includes substantial modifications to the low-water flow structures at Rte 66, borings under BNSF and Rte 66, and removal and replacement of the 33" fully encased sewer in the ADOT ROW, with new 48" ADS fully encased sewer. In addition is includes over a thousand feet of removal, replacement, and realignment of the 12" reclaim waterline in several locations.

As you're aware, GMP 1 was for the pre-purchase of long lead items for pipe and manhole structures, and GMP 2 was for the Phase 1 install of 3,213 LF of pipe and manholes from the plant to Manhole #8. This GMP 3, Phase 2, is for the balance of the work as currently designed, with much of the final design quantities for pipe and manholes (including misc. sewer, reclaim waterline, and boring casing) being funded from GMP 1 for the associated material items.

As noted in GMP 1 & 2, due to recent events related to the federal government's tariff policies, there is significant volatility in the supply and pricing of most commodities and materials in our industry. As always, EMC strives to mitigate those impacts with our subs & vendors in various ways, however, should there be supply or cost effects beyond our control, EMC reserves the right to submit for equitable adjustments as needed.

We are honored to be apart this Team and appreciate the opportunity to work with you, the City, the engineers, and the relevant stakeholders to deliver another successful project to the City of Flagstaff!

Sincerely,

Eagle Mountain Construction

Marco Spagnuolo
CEO

Wildcat Sewer Interceptor CMAR - GMP 3

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
100 & 100.1	CLEAR AND GRUB-INCLUDES DEWATERING BETWEEN ADOT BOXES	1	LS	$ 93,300.00	$ 93,300.00
101	SITE GRADING	1	LS	$ 155,000.00	$ 155,000.00
102	SAWCUT AND REMOVE EXISTING AC PAVEMENT	215	SY	$ 38.00	$ 8,170.00
105	REMOVE AND DISPOSE CONCRETE ENCASEMENT	529	SF	$ 155.00	$ 81,995.00
106	REMOVE AND DISPOSE EXISTING PIPE COLLARS	1	LS	$ 950.00	$ 950.00
107	REMOVE AND DISPOSE EXISTING TREE	4	EA	$ 2,250.00	$ 9,000.00
110	REMOVE AND DISPOSE EXISTING CONCRETE WINGWALL	2	EA	$ 7,400.00	$ 14,800.00
112	REMOVE AND SALVAGE EXISTING FENCE	66	LF	$ 85.00	$ 5,610.00
113	REMOVE AND SALVAGE EXISTING GATE	3	EA	$ 1,505.00	$ 4,515.00
114	REMOVE AND DISPOSE EX RECLAIMED WATERLINE IN ADOT ROW	408	LF	$ 95.00	$ 38,760.00
114.1	REMOVE & SALVAGE EX. AIR RELEASE VALVE IN ADOT	1	EA	$ 1,500.00	$ 1,500.00
115	REMOVE AND DISPOSE EXISTING RECLAIMED WATERLINE	601	LF	$ 45.00	$ 27,045.00
122 & 122.2	REMOVE AND DISPOSE EXISTING SEWER MANHOLE & FILL IN	21	EA	$ 2,885.00	$ 60,585.00
122.3	ABANDONMENT OF EXISTING MANHOLE	1	EA	$ 1,500.00	$ 1,500.00
123	REMOVE AND DISPOSE EXISTING SEWER MAIN	1,059	LF	$ 126.00	$ 133,434.00
123.1	CUT, CAP AND ABANDON EXISTING SEWER MAIN	39	EA	$ 565.00	$ 22,035.00
123.2	REMOVE& DISPOSE EXISTING CASING & CARRIER PIPE	28	LF	$ 95.00	$ 2,660.00
123.3	REMOVE & DISPOSE EXISTING RECLAIM EFFLUENT LINE	37	LF	$ 95.00	$ 3,515.00
125	REMOVE AND DISPOSE PORTION OF EXISTING RETAINING WALL	2	EA	$ 2,550.00	$ 5,100.00
126	REMOVE AND DISPOSE PORTION OF EXISTING DRAINAGE STRUCTURE	1	LS	$ 8,730.00	$ 8,730.00
126.1	REMOVE SEDIMENT FROM SPILLWAY	1	LS	$ 1,500.00	$ 1,500.00
130	REMOVE AND SALVAGE EXISTING RIPRAP FOR RELOCATION	106	SY	$ 180.00	$ 19,080.00
131	REMOVE AND SALVAGE EXISTING STORM DRAIN PIPE	7	LF	$ 75.00	$ 525.00
140	REMOVE AND DISPOSE EXISTING JUNCTION STRUCTURE	2	EA	$ 6,980.00	$ 13,960.00
150	REMOVE AND DISPOSE EXISTING BUILDING	1	EA	$ 7,500.00	$ 7,500.00
200	INSTALL AC & ABC PAVEMENT (ASSUMED TO BE 4")	258	SY	$ 135.00	$ 34,830.00
201	INSTALL GRAVEL "ACCESS ROAD"	3,066	SY	$ 32.00	$ 98,112.00
210	INSTALL SALVAGED BARBWIRE FENCE	42	LF	$ 75.00	$ 3,150.00
211	INSTALL SALVAGED GATE	3	EA	$ 1,500.00	$ 4,500.00
212	INSTALL SALVAGED CHAINLINK FENCE	24	LF	$ 75.00	$ 1,800.00
240	CONSTRUCT 6' VALLEY GUTTER WITH APRON	249	SF	$ 35.00	$ 8,715.00
250	CONTROLS BUILDING & ELECTRICAL	1	EA	$ 56,900.00	$ 56,900.00
312	ADJUST EXISTING BOX TO FINISHED GRADE	1	EA	$ 850.00	$ 850.00
324	INSTALL 12" RECLAIMED WATERLINE (DIP CLASS 350 - RESTAINED)	594	LF	$ 270.00	$ 160,380.00
324.1 & 324.2	INSTALL 12" RECLAIMED WL IN ADOT ROW	487	LF	$ 250.00	$ 121,750.00
324.3	INSTALL 12" DIP RECLAIM EFFLUENT LINE	100	LF	$ 220.00	$ 22,000.00
325	INSTALL 12" DIP WATERLINE	40	LF	$ 520.00	$ 20,800.00
336	INSTALL EXRA PROTECTION RECLAIMED WATERLINE	1	EA	$ 3,050.00	$ 3,050.00
336.1	CONCRETE ENCASE NEW RECLAIMED WATERLINE	135	LF	$ 250.00	$ 33,750.00
336.2	CONCRETE ENCASE NEW RECLAIMED WL IN ADOT ROW	430	LF	$ 330.00	$ 141,900.00
338	CONNECT EXT RECLAIM LINE TO NEW MANHOLE	1	EA	$ 1,850.00	$ 1,850.00
338.1	CONNECT NEW EFFLUENT TO EXISTING	2	EA	$ 2,250.00	$ 4,500.00
351	CONNECT EXISTING 12" TO PROPOSED 12" FIELD VERIFY	6	EA	$ 2,850.00	$ 17,100.00
400.1	INSTALL 48" ADS SANITITE PIPE IN ADOT ROW-ON RAILS	445	LF	$ 855.00	$ 380,475.00
402	CONCRETE ENCASE 48" ADS IN ADOT ROW	445	LF	$ 665.00	$ 295,925.00
403	INSTALL 10" (CL 350 - DIP) SL (Changed to SDR per Jackson & Steve 4-7-26 Weekly Mtg)	0	LF	$ 350.00	$ -
403.1	INSTALL 8" (CL 350 - DIP) SEWER LINE	36	LF	$ 155.00	$ 5,580.00
403.2	INSTALL 6" (SDR 35) SEWER LINE	37	LF	$ 110.00	$ 4,070.00
403.4	INSTALL 12" (SDR 35) SEWER LINE	55	LF	$ 165.00	$ 9,075.00
403 & 403.5	INSTALL 10" (SDR 35) SEWER LINE	235	LF	$ 102.00	$ 23,970.00
404.1	48" ADS SANITITE SEWER INSTALL - PH 2	1,355	LF	$ 365.00	$ 494,575.00
405.2	INSTALL 60" MANHOLE - NEW IN RTE 66	1	EA	$ 8,550.00	$ 8,550.00
405.3, 3A	INSTALL 84" MANHOLE - PH 2	10	EA	$ 15,455.00	$ 154,550.00
405.5	INSTALL 48" (WATER-TIGHT) TYPE 'A' TOP MANHOLE-PLANT	1	EA	$ 9,350.00	$ 9,350.00
406	INSTALL 60" TEMP BYPASS MANHOLE	3	EA	$ 8,550.00	$ 25,650.00
407.1A	INSTALL 48" MANHOLE - NEW IN RTE 66	1	EA	$ 18,050.00	$ 18,050.00
410	INSTALL 48" PIPE BEND WITH CONCRETE COLLAR	2	EA	$ 4,850.00	$ 9,700.00
411	CONNECT EXISTING SEWER LINE TO NEW JUNCTION STRUCTURE	2	EA	$ 2,250.00	$ 4,500.00
414	CONNECT EXISTING SEWER LINE TO NEW MANHOLE	7	EA	$ 2,850.00	$ 19,950.00
416	CONNECT EXISTING SEWER LINE TO NEW SEWERLINE	2	EA	$ 2,850.00	$ 5,700.00
420	INSTALL SLURRY BACKFILL - PH 2	1,048	LF	$ 315.00	$ 330,120.00
422	INSTALL SEWER SERVICE CONNECTION	1	EA	$ 2,250.00	$ 2,250.00
425.1	CONCONCRETE RETAINING WALLS	2	EA	$ 58,200.00	$ 116,400.00
426	INSTALL 84" DROP MANHOLE - NEW IN RTE 66	1	EA	$ 17,500.00	$ 17,500.00
427	INSTALL TEMP SEWER CLEANOUT	1	EA	$ 560.00	$ 560.00
430	BYPASS SEWEAGE PUMPING	1	LS	$ 1,354,500.00	$ 1,354,500.00
430A	BYPASS RECLAIM PUMPING	1		$ 40,500.00	$ 40,500.00
450	INSTALL TRENCHLESS 66" STEEL CASING	130	LF	$ 3,680.00	$ 478,400.00
451	INSTALL OPEN CUT 66" STEEL CASING	40	LF	$ 2,270.00	$ 90,800.00
460	INSTALL JUNCTION STRUCTURE 1	1	EA	$ 39,300.00	$ 39,300.00

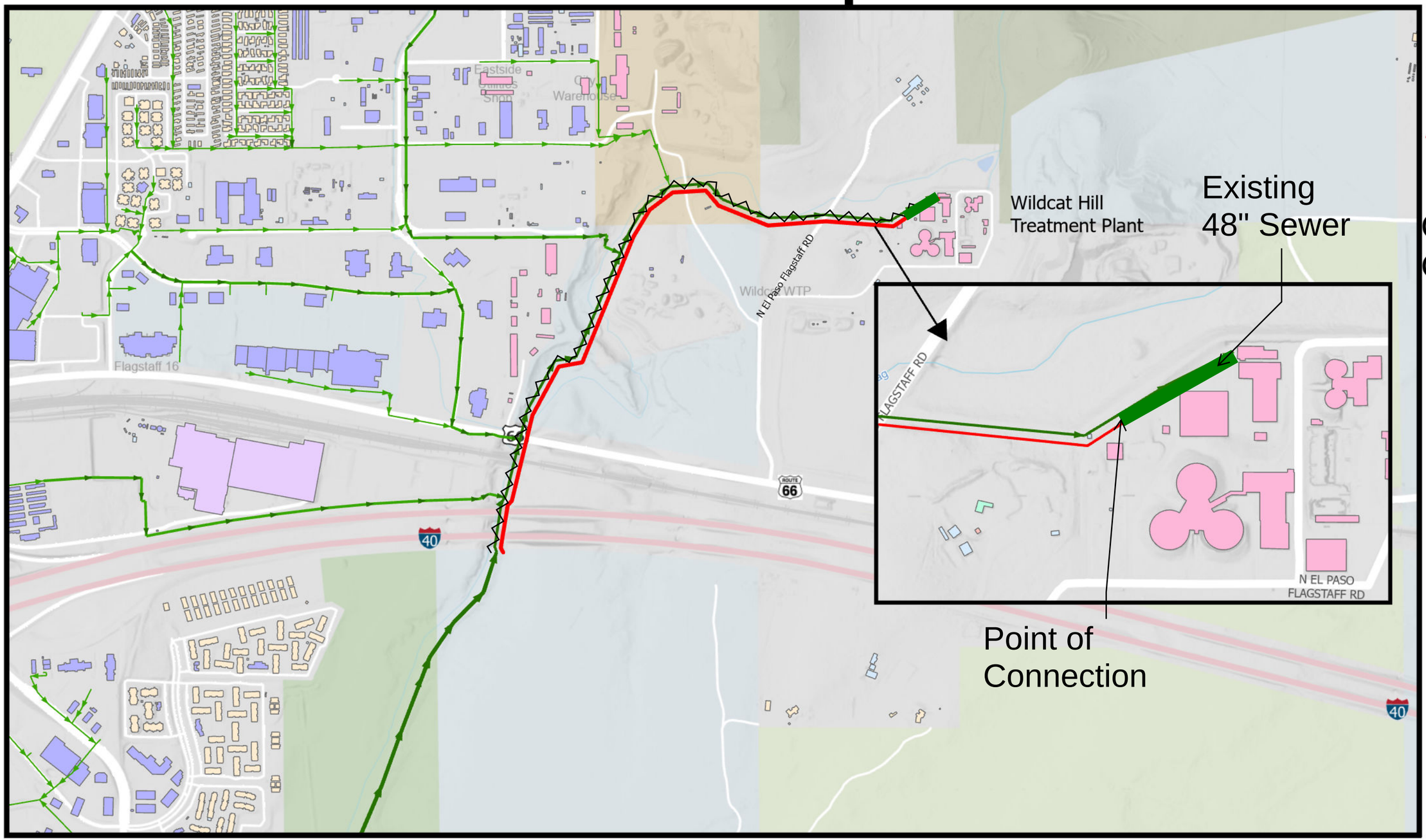
Wildcat Sewer Interceptor CMAR - GMP 3

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
500	CONSTRUCT CONCRETE PIPE CAP	1	LS	$ 87,100.00	$ 87,100.00
501	INSTALL 60" INLET HEADWALL	1	LS	$ 14,950.00	$ 14,950.00
502	INSTALL 60" OUTLET HEADWALL	1	LS	$ 14,950.00	$ 14,950.00
504	INSTALL 18" CMP (14GA HELICAL 2-2/3"X1/2")	11	LF	$ 250.00	$ 2,750.00
505	CONSTRUCT CONCRETE BOX CULVERT LOW FLOW CROSSING	1	LS	$ 51,870.00	$ 51,870.00
506	CONSTRUCT PIPE SUPPORT	1	LS	$ 87,100.00	$ 87,100.00
507	INSTALL 42" CMP-ELIMINATED PER ARDURRA 4-9-26 EMAIL	0	LF	$ -	$ -
508	RELOCATE EXISTING STREAM GUAGE-ELIMINATED PER ARDURRA 4-9-26 EMAIL	0	LS	$ -	$ -
530	INSTALL SALVAGED RIPRAP	106	SY	$ 35.00	$ 3,710.00
531	INSTALL RIPRAP	143	SY	$ 55.00	$ 7,865.00
600	INSTALL 6" SOLID WHITE EDGE LINE	20	LF	$ 25.00	$ 500.00
607	INSTALL DOUBLE YELLOW CENTERLINE STRIPING	12	LF	$ 50.00	$ 600.00
700	TEMP MEASURES AT PLANT - SEPTIC, BACKWASH, SEWER BY-PASS	1	LS	$ 77,500.00	$ 77,500.00
710	TEMP MEASURES AT CROSSOVER	1	LS	$ 25,800.00	$ 25,800.00
720	TEMP MEASURES AT PURINA	1	LS	$ 13,500.00	$ 13,500.00
BNSF RELOCATION					
100	ABANDON RECLAIM WATER LINE\GROUT SLURRY	360	LF	$ 15.00	$ 5,400.00
101	REMOVE EXISTING 33" AC SEWER PIPE	1	LS	$ 37,500.00	$ 37,500.00
102	REMOVE EXISTING 12" RECLAIM WATER LINE	42	LF	$ 65.00	$ 2,730.00
200	NEW ENTRY BORE PIT	1	LS	$ 46,500.00	$ 46,500.00
201	NEW RECEIVING BORE PIT	1	LS	$ 22,200.00	$ 22,200.00
300	12" CLASS 250 DIP RECLAIM WATER LINE (SKID & PUSH IN CASING)	375	LF	$ 385.00	$ 144,375.00
301	48" STEEL CASING AND SKIDS	75	LF	$ 1,235.00	$ 92,625.00
303	12" CLASS 250 EPOXY COATED VALVE	2	EA	$ 12,500.00	$ 25,000.00
304	2" AIR RELEASE VALAVE	2	EA	$ 5,500.00	$ 11,000.00
400	48" ADS SEWERLINE (SKID & PUSH IN CASING)	270	LF	$ 390.00	$ 105,300.00
401	66" STEEL CASING	190	LF	$ 5,130.00	$ 974,700.00
402	INSTALL 84" MANHOLE - MH'S 1&2	2	EA	$ 15,455.00	$ 30,910.00
403	CAP SEWERLINE-ELIMINATED DUE TO COMBINED SCOPE	0	EA	$ -	$ -
MISCELLANEOUS					
	MOBILIZATION (For Boring Scope)	1	LS	$ 62,000.00	$ 62,000.00
	SURVEY & STAKING	1	LS	$ 69,000.00	$ 69,000.00
	TRAFFIC CONTROL & MAINTENANCE	1	LS	$ 15,000.00	$ 15,000.00
	AS-BUILTS\RECORD DRAWINGS	1	LS	$ 18,500.00	$ 18,500.00
	QC TESTING & VERIFYING	1	LS	$ 78,750.00	$ 78,750.00
	SWPPP INSTALLATION & MAINTENANCE	1	LS	$ 35,000.00	$ 35,000.00
CONTRACT ALLOWANCES					
	TRENCH ROCK EX	1,500	CY	$ 350.00	$ 525,000.00
	ROCK EX IN BORING OPERATION	148	LF	$ 2,500.00	$ 368,750.00
	CATHODIC PROTECTION-FOR 190' OF 66" CASING FOR 48" SEWER ON BNSF	1	LS	$ 97,400.00	$ 97,400.00
	TEMP CONTROL BUILDING & ELECTRICAL	1	LS	$ 30,000.00	$ 30,000.00
	POTENTIAL RETAINING WALL MODS REPAIR BETWEEN ADOT BOXES	1	LS	$ 27,000.00	$ 27,000.00
SUMMARY					
COST OF WORK					**$ 8,609,541.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		14.05%			$ 1,210,000.00
SUBTOTAL #1 - Cost of the Work + GC's					**$ 9,819,541.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		12.00%			$ 1,178,344.92
SUBTOTAL #2 - Cost of the Work + GC's + Fee					**$ 10,997,885.92**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		0.80%			$ 87,983.09
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds					**$ 11,085,869.01**
INSURANCE (Percentage of Subtotal #3)		0.85%			$ 94,229.89
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance					**$ 11,180,098.89**
SALES TAX (Percentage of GMP)		6.10%			$ 681,986.10
CMAR CONTINGENCY & PRICE ESCALATION FUNDING		2%			$ 150,000.00
GMP					**$ 12,012,085.00**
OWNERS CONTINGENCY (Percentage of Cost of the Work)		1%			$ 100,000.00
CONTRACT PRICE - GMP 3 - PHASE 2					**$ 12,112,085.00**

GMP 1 - PRE - PURHCASE	$ 5,374,180.00
GMP 2 - PHASE 1	$ 4,555,128.00
TOTAL - GMP 1 - 3	**$ 22,041,393.00**

Exhibit A

Sewer Interceptor Line



Proposed Sewer Line
5900 LF

COF Sewer Gravity Main

0 0.25 0.5 1 Miles

N

FLAGSTAFF WATER SERVICES

FIRST AMENDMENT

Wildcat Interceptor Sewer Upsizing Project
Construction Manager at Risk

Construction Phase Services Agreement
Phase 1 - GMP 2

Agreement No. 2025-94

This First Amendment ("First Amendment") and entered into this 11th day of September, 2025, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Eagle Mountain Construction, Inc., an Arizona corporation ("Construction Manager at Risk" or "CMAR"). The City and CMAR may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, the City and CMAR entered into a Design Phase Services Agreement dated May 27, 2025 (the "Design Phase Agreement") for the City of Flagstaff Wildcat Interceptor Sewer Upsizing Project (the "Project') at a cost of **seventy-eight thousand seven hundred fifty dollars and no cents ($78,750.00)**; and

WHEREAS, subsequently, the City and CMAR entered into a Construction Phase Services Agreement dated July 14, 2025 (the "Construction Phase Agreement") for the Project which included the Guaranteed Maximum Price (GMP) Phase 1 – GMP 1 at a cost of **five million three hundred seventy-four thousand one hundred eighty dollars and no cents ($5,374,180.00)**; and

WHEREAS, the Parties desire to amend the Construction Phase Agreement to add an additional scope of work to this phase of the agreement.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows:

A. Article 5. Contract Price. Exhibit B referenced in this paragraph is amended to include Wildcat Sewer Interceptor & BNSF Utility Relocation Phase 1 – GMP 2 – dated August 12, 2025 (2 pages) attached hereto as Attachment A.

B. Article 5. Contract Price is amended to include an additional cost of **four million five hundred fifty-five thousand one hundred twenty-eight dollars and zero cents ($4,555,128.00)** as detailed in Phase 1 – GMP 2.

C. All other provisions of the Construction Phase Agreement shall remain unchanged in full force and effect.

D. The Recitals included in this First Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date hereinbefore indicated.

City of Flagstaff

By:_____
Greg Clifton, City Manager
Greg Clifton signed on 9/11/2025 12:43:07 PM

Dated:_____

Eagle Mountain Construction, Inc.

By:_____

Title: CEO

Dated: 9-3-25

Attest:

_____
City Clerk
Stacy Saltzburg signed on 9/11/2025 2:55:46 PM

Approved as to form:

_____
City Attorney's Office
Christina Kinnear signed on 9/8/2025 9:51:42 AM

ATTACHMENT A
to the First Amendment

August 12, 2025

Jackson Salazar
Project Manager – Water Services
City of Flagstaff
Flagstaff, AZ 86004

Re: Wildcat Sewer Interceptor & BNSF Utility Relocation CMAR ("Project")
Construction Manager at Risk – Guaranteed Maximum Price ("GMP") 2

Dear Mr. Salazar,

Eagle Mountain Construction ("EMC") is submitting GMP 2 for the above referenced Project.

The Wildcat Sewer Interceptor (designed by Ardurra) and the BNSF Utility Relocation (designed by The WLB Group) projects are designed to replace the existing undersized pipeline feeding the Wildcat Hill Wastewater Treatment Plant, with an upsized 42" and 48" collection system.

This GMP 2 is based on 90% plans and is for the installation of the 48" pipe starting at the Wildcat plant, from manhole 20 south to MH 8, what we're calling Phase 1. In addition, it includes the clear & grubb, and rock slope stabilization south-east of the ADOT yard. This will allow the bulk of the 48" pipe install to commence while the balance of the design progresses. We're figuring this scope will need a five month duration, with additional time needed for trench rock excavation should it be encountered. We do anticipate a GMP 3 to follow within the next month, to include the balance of 48" pipe, the reclaim waterline realignment's, as well as the boring scopes under BNSF and Rte. 66. Then lastly we're anticipating a GMP 4 to include the scope and associated by-pass needs from what's known as junction structure 3, south to the beginning of the project.

As noted in GMP 1, it requires noting that due to recent events related to the federal government's tariff policies, there is significant volatility in the supply and pricing of most commodities and materials in our industry. As always, EMC strives to mitigate those impacts with our subs & vendors in various ways, however, should there be supply or cost effects beyond our control, EMC reserves the right to submit for equitable adjustments as needed.

We are honored to be apart this Team and appreciate the opportunity to work with you, the City, the engineers, and the relevant stakeholders to deliver another successful project to the City of Flagstaff!

Sincerely,

Eagle Mountain Construction

Marco Spagnuolo
CEO

Wildcat Sewer Interceptor CMAR - GMP 2

Keynote		DESCRIPTION	QTY	Unit	Unit Cost	Total
100 & 100.1		CLEAR AND GRUB	1	LS	$ 82,000.00	$ 82,000.00
	2700	ROCK SLOPE STABILIZATION S.E. OF ADOT YARD	3,470	CY	$ 85.00	$ 294,950.00
404.1	4110	48" ADS SANITITE SEWER INSTALL - PH 1	3,213	LF	$ 285.00	$ 915,705.00
405.3	4220	INSTALL 84" MANHOLE - MH'S 8-10; 12-20	12	EA	$ 14,705.00	$ 176,460.00
420	4900	INSTALL SLURRY BACKFILL	976	LF	$ 315.00	$ 307,440.00
428	5400	INSTALL 30" FRAME & COVER	12	LS	$ 1,250.00	$ 15,000.00
MISCELLANEOUS						
		MOBILIZATION & DEMOBILIZATION	1	LS	$ 220,000.00	$ 220,000.00
		SURVEY & STAKING	1	LS	$ 41,829.00	$ 41,829.00
		TRAFFIC CONTROL & MAINTENANCE	1	LS	$ -	$ -
		AS-BUILTS\RECORD DRAWINGS	1	LS	$ -	$ -
		QC TESTING & VERIFYING	1	LS	$ 20,000.00	$ 20,000.00
		SWPPP INSTALLATION & MAINTENANCE	1	LS	$ 30,000.00	$ 30,000.00
CONTRACT ALLOWANCES						
		TRENCH ROCK EX	2,500	CY	$ 350.00	$ 875,000.00
		UNSUITABLE SOIL	1,000	CY	$ 125.00	$ 125,000.00
		TBD	0	LS	$ -	$ -
		TBD	0	LS	$ -	$ -
SUMMARY						
COST OF WORK						**$ 3,103,384.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)			15.65%			$ 485,600.00
SUBTOTAL #1 - Cost of the Work + GC's						**$ 3,588,984.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)			12.00%			$ 430,678.08
SUBTOTAL #2 - Cost of the Work + GC's + Fee						**$ 4,019,662.08**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)			0.80%			$ 32,157.30
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds						**$ 4,051,819.38**
INSURANCE (Percentage of Subtotal #3)			0.85%			$ 34,440.46
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance						**$ 4,086,259.84**
SALES TAX (Percentage of GMP)			5.97%			$ 243,868.16
CMAR CONTINGENCY & PRICE ESCALATION FUNDING			4%			$ 125,000.00
GMP						**$ 4,455,128.00**
OWNERS CONTINGENCY (Percentage of Cost of the Work)			3%			$ 100,000.00
CONTRACT PRICE-GMP 2						**$ 4,555,128.00**

City of Flagstaff, Arizona

Wildcat Interceptor Sewer Upsizing Project

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION PHASE SERVICES

Phase 1 – GMP 1

Agreement No. 2025-94

Mayor
Becky Daggett

Council

Austin Aslan
Anthony Garcia
Khara House
Lori Matthews
David Spence
Miranda Sweet

City Manager
Greg Clifton

Interim Water Services Director
Lee Williams

Interim Community Development Director
Michelle McNulty

Public Works Director
Scott Overton

Engineering & Capital Improvements Director
Paul Mood

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SIGNATURE PAGE 42

EXHIBIT A – PROJECT DESCRIPTION

EXHIBIT B – GMP SUBMITTAL REQUIREMENTS

City of Flagstaff, Arizona

Wildcat Interceptor Sewer Upsizing Project
CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES
Agreement No. 2025-94

This Construction Services Agreement ("Agreement") is made and entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona ("Owner"), and Eagle Mountain Construction, Inc., an Arizona corporation ("Construction Manager at Risk" or "CMAR") on this 14 day of July, 2025.

RECITALS

A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.

B. The Owner intends to construct the *Wildcat Interceptor Sewer Upsizing Project***,** as more fully described in Exhibit "A," attached ("Project").

C. To undertake the construction administration of the Project, the Owner has entered into separate agreements with *Ardurra Group, Inc., a Florida Corporation* ("Design Professional(s)").

D. CMAR has represented to the Owner the ability to provide construction phase services for the Project, and based on this representation, the Owner hereby engages CMAR to provide these services and construct the Project.

E. A Design Phase Services Agreement (Contract No. 2025-94) has been executed previously between the Owner and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

AGREEMENT

NOW THEREFORE**,** for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and CMAR as follows:

Article 1 – Terms and Definitions

"Addenda" - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

"Agreement (Contract)" - This written document signed by the Owner and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

"Alternate Systems Evaluations" - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the Owner requirements.

"Change Directive" - A written order prepared and signed by the Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of contract amendment issued after execution of the Contract Documents where unanticipated or unforeseen circumstances in the Work have been encountered. Each Change Order shall be signed by the Owner and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Price; the amount of the adjustment to the Contract Time;.

"City (Owner)" - The City of Flagstaff, a political subdivision of the State of Arizona, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"CMAR" - The Contractor selected by the Owner to provide design phase services as detailed in this Agreement.

"CMAR Representative" - The designated CMAR Representative.

"CMAR Senior Representative" - The designated CMAR Senior Representative.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professionals after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit, as applicable to this Project, whether at CMAR's principal or branch offices.

"Contingency, CMAR's" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner to be used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in this Agreement.

"Contingency, Owner's" - A fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from the Owner-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the Owner and shall be in addition to the CMAR's GMP.

"Contract Documents" - The following items and documents in descending order of precedence executed by the Owner and CMAR: (i) all written, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; and (iv) GMP Plans and Specifications.

"Contract Price" - The cost for services for this Agreement.

"Contract Time(s)" - The number of days or the dates related to the construction phase, including authorized adjustments, allotted in the Construction Documents for Substantial and final Completion of the Work, subject to Winter Shutdown.

"Cost Models" - Cost tabulation for the construction of the Project developed by the CMAR and continually updated throughout the preconstruction phase fee and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professionals list of standard pay items.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Cost, bonds, insurance, or taxes.

"Critical Path Method" or "CMP" - A scheduling technique used to predict project duration by analyzing

which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables, Construction Phase Services Agreement" - The Work conducted by CMAR during the construction phase which may include, but is not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost models, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women's Business Enterprise ("MBE/WBE") Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

"Deliverables, Design Phase Services Agreement" - The Work conducted by CMAR during the design phase which may include, but is not limited to: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise ("MBE/WBE/SBE") utilization, Subcontractor agreements, Subcontractor bid packages, GMP preparations and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional(s)" - A qualified, licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

"Drawings (Plans)" - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase, and which have been prepared or approved by the Design Professional(s) and the Owner. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional(s) solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost models (e.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but "not for construction". Shop Drawings are not Drawings as so defined.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in, or reasonably inferred from, the Contract Documents, including but not limited to, all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the CMP and extending the Substantial Completion date.

"General Conditions Costs" - All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to, the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for Work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site; (vii) costs of liability and other applicable insurance premiums not include in labor burdens for direct labor costs; (viii) costs of bonds premiums; (ix) costs of consultants not in the direct employee of CMAR or Subcontractors.

"Guaranteed Maximum Price" ("GMP)" - The sum of the maximum Cost of the Work; the Construction Fee, General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

"Guaranteed Maximum Price (GMP) Proposal" - The offer or proposal of CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the Owner, authorizing CMAR to start Work.

"Opening Physical Conditions" - The current physical conditions present on the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-construction Conference.

"Owner's Representative" - The designated City Project Manager.

"Owner's Senior Representative" - The City of Flagstaff's designated Division/Department Head.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The form used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the Owner.

"Pre-construction Conference" - A Conference held between Owner and CMAR prior to the commencement of any Work, as scheduled by the Owner's Representative or designee.

"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The Work to be completed in the execution of this Agreement, as amended, and as described in the Recitals above and in Exhibit "A" attached.

"Project Team" - The design phase services team consisting of the Design Professional(s), CMAR, the Owner's Representative, the Owner's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

"Schedule of Values (SOV)" - A statement furnished by CMAR to the Owner's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the Work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - All drawings, diagrams, schedules and other data specifically prepared for the Work by CMAR or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship, as

applied to the Work, and certain administrative details applicable thereto.

"Subconsultant" - A person, firm or corporation having an agreement with CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

"Subcontractor" - An individual or firm having a direct agreement with CMAR or any other individual or firm having an agreement with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration, review, or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The construction services for the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner's Representative, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction services Work or a Construction Phase is complete and ready for final payment as evidenced by the written recommendation of final payment by the Owner's Representative. The terms "substantially complete" and "substantially completed" as applied to all or part of the construction Work refers to Substantial Completion thereof.

"Supplier" - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct agreement with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" - 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, the CMAR) on the Project and CMAR 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.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 – CMAR's Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the Owner. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the Owner and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

CMAR's Representative shall be reasonably available to the Owner and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the Owner but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the Owner.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices identified in this Agreement must be provided to the Owner's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the Owner's Representative. This provision does not constitute an assumption by the Owner of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 Owner shall be responsible for City of Flagstaff review and permit(s) fees for grading and drainage, water, sewer, floodplain, and landscaping. Owner shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in this Agreements

2.2.5 CMAR shall be responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR's responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the Owner's Representative or designee shall schedule and conduct a Preconstruction Conference.

2.3.1.1 At the Pre-Construction Conference, Owner and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved during construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the Owner at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in an Owner approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be

a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMPs and identifying CMAR's Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMPs Schedule. The Schedule of Values shall be subject to approval by the Owner's representative.

2.3.5 Minimum attendance by CMAR shall be CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the CMAR Senior Representative, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the Owner or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR's Representative or CMAR's Senior Representative shall be present at the Sites at all times that construction activities are taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Sites who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Section, the Owner may require CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the Owner for resolution before proceeding with the Work.

2.4.6 CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

2.4.7 CMAR shall establish and maintain all construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a Civil Engineer or Surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by CMAR or any Subcontractor who, in the opinion of the Owner, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at

the written request of the Owner, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the Owner. CMAR or Subcontractor shall hold the Owner harmless from damages or claims which may occur in the enforcement of this Section.

2.4.9 CMAR assumes responsibility to the Owner for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CMAR shall coordinate the activities of all Subcontractors. If the Owner performs other work on the Project or at the Site with separate contractors under the Owner's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the Owner to occupy the Project or a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Owner and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the Owner five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the Owner or Owner's designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the Owner's approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the Owner on previous Submittals.

2.6.7 Informational Submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the Owner. Any material rejected by the Owner shall be removed immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the Owner. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The Owner shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the Owner, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the Owner.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.8.6 CMAR if requested by the Owner shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The Owner shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the Owner does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.9.1.1 CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

2.9.1.1.1 Dimensional changes to the drawings

2.9.1.1.2 Revisions to details shown on drawings

2.9.1.1.3 Locations and depths of underground utilities

2.9.1.1.4 Revisions to routing of piping and conduits

2.9.1.1.5 Actual equipment locations

2.9.1.1.6 Locations of concealed internal utilities

2.9.1.1.7 Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's

2.9.1.1.8 Addenda and other details not on original Agreement Drawings

2.9.1.2 CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.1.4 CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.9.1.5 CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the Owner or its representative for review and comment.

2.9.2 Upon receipt of the reviewed Project Record Drawings from the Owner, CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the Owner within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of digital final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

2.11.1 CMAR warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

2.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides The Owner with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11.4 Nothing in this warranty is intended to limit any other remedy at law that may be available to the Owner.

2.12 Correction of Defective Work

2.12.1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to this Agreement, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the Owner by law. A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the Owner or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner shall commence correction of such nonconforming Work with its own forces.

2.12.3 CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to this Agreement, within seven (7) days of receipt of written notice from Owner. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other

parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner shall commence correction of such nonconforming Work with its own forces.

2.12.4 If Owner does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by Owner in performing such correction.

2.12.5 For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

2.12.6 The one-year period identified in this Agreement applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the Owner may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.1.2 Owner shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

3.2 The Owner's Representative

3.2.1 Owner's Representative shall be responsible for providing Owner supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 Owner's Representative shall also provide CMAR with prompt notice if Owner's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The Owner may utilize field inspectors to assist the Owner's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the Owner's Representative and should not be confused with an inspector with a City regulatory department.

3.2.3.1 The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.2 The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

3.2.3.3 The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the Owner's Representative.

3.2.3.4 The furnishing of such services for the Owner shall not make the Owner responsible for or give the Owner control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The Owner may contract separately with one or more Design Professional(s) to provide construction administration of the Project. The Design Professional(s)' agreement as well as other firms hired by the Owner shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the Owner and Design Professional(s).

3.3.2 The Owner may contract with the Design Professional(s) to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The Owner and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional(s)' consultants shall be through the Design Professional(s).

3.3.2.2 Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional(s) shall keep the Owner informed of progress of the Work and any noted defects and deficiencies of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Design Professional(s) may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with this Agreement.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with this Agreement.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or CMAR. The Design Professional(s)' response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders and may authorize minor changes in the Work as defined in this Agreement.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

3.4 Owner's Separate Contractors

3.4.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by CMAR, the Owner's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

3.5.2 Regulating agencies of the Owner, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the Owner under this Agreement.

Article 4 - Contract Time

4.0 Contract Time

4.0.1 Contract Time shall start with the NTP with construction services and shall end with Substantial Completion.

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMPs under this Agreement shall be three hundred sixty-five (365) calendar days starting with the NTP.

4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with other provisions of this Agreement.

4.0.5 Time is of the essence, for time matters and the rest of this Agreement. Pursuant to this Agreement, if, in the sole discretion of the Capital Improvements Division of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR 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.

4.1 Substantial Completion

4.1.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with the definition in this Agreement and with the criteria set forth in the NTP.

4.1.2 Prior to notifying the Owner, CMAR shall inspect the Work and prepare and submit to the Owner a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accorda*nce with the Co*ntract Documents**.**

4.1.3 CMAR shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4 Within five (5) days of Owner's receipt of CMAR's notice, the Owner and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5 If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof,

(ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items in this Agreement, (ii) CMAR and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and CMAR agree that Owner's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

4.2 Final Completion

4.2.1 Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, Owner and CMAR shall jointly inspect to verify that the remaining items of Work have been completed. The Owner shall issue a Final Completion Letter and payment pursuant to this Agreement.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner **$1420.00** (to be determined on an agreement-by-agreement basis) per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner **$1420.00** (to be determined on an agreement-by-agreement basis) per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the Owner as part of the Payment Request.

4.4.3.1 CMAR shall provide Owner with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2 With each schedule submittal CMAR shall include a transmittal letter including the following:

4.4.3.2.1 Description of problem tasks (referenced to field instructions, requests for information (“RFI’s”), as appropriate.

4.4.3.2.2 Current and anticipated delays including:

4.4.3.2.2.1 Cause of the delay

4.4.3.2.2.2 Corrective action and schedule adjustments to correct the delay

4.4.3.2.2.3 Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion

4.4.3.2.3 Changes in construction sequence

4.4.3.2.4 Pending items and status thereof including but not limited to:

4.4.3.2.4.1 Time Extension requests

4.4.3.2.4.2 Other items

4.4.3.2.5 Substantial Completion date status:

4.4.3.2.5.1 If ahead of schedule, the number of calendar days ahead

4.4.3.2.5.2 If behind schedule, the number of calendar days behind

4.4.3.2.5.3 Other project or scheduling concerns

4.4.4 Owner’s review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5 The Project Master Schedule shall include a CPM diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram schedule shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2 The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4 The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

4.4.5.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6 The CPM diagram schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

4.4.5.7 The CPM diagram schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

4.4.6 The Project Master Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7 Float time shall be as prescribed below:

4.4.7.1 The total Float within the overall schedule, is not for the exclusive use of either the Owner or CMAR but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

4.4.7.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3 Since Float time within the schedule is jointly owned, it is acknowledged that Owner-caused delays on the Project may be offset by Owner-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all Owner-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

5.0 General

5.0.1 CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

5.1.1 The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit B and an amount of **$5,243,102.42** with an additional **$131,077.58** allowed for Owner's Contingency for a total contract price of **$5,374,180.00**.

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices. The Construction Fee will be paid as a firm lump sum.

5.1.4 Taxes are deemed to include all sales, use consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The GMP is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the Owner.

5.2.2 A Separate Construction Phase Agreement will be used for phased projects with separate GMPs for each phase of construction in a phased project.

5.2.3 The GMP is subject to adjustments made in accordance with this Agreement and by GMP amendments or change orders to this Agreement and phased Agreements.

5.2.4 GMP phased Agreements and change order amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

5.2.5 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to this Agreement. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of the Owner. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

5.3.3 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

5.4 Open Book

5.4.1 CMAR shall submit to the Owner upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The Owner may exercise its rights under this Agreement as often as reasonably necessary in the Owner's sole judgment to assure the Owner has a complete and accurate understanding of all Project costs.

5.4.2 Upon Project closeout and immediately prior to the release of final payment, the CMAR shall provide to the Owner a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the Owner and the CMAR must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible; if the Owner and the CMAR do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible.

6.0.2 CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of Owner or anyone under Owner's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions, and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Agreement, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies, or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The Owner Requested Change in Work

6.3.1 The Owner reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the Owner's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The Owner shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4 Legal Requirements

6.4.1 The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

6.5 Change Directives and Change Orders

6.5.1 Owner and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The Owner has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and CMAR. CMAR shall carry out such written orders promptly.

6.6.2 CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform Owner, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3 Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

6.7 Contract Price Adjustments

6.7.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1 Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

6.7.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; and

6.7.1.3 Costs, fees and any other markups.

6.7.2 The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit B.

6.7.3 If an increase or decrease cannot be agreed to as set forth in this Agreement and Owner issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to Owner or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5 If Owner and CMAR disagree upon whether CMAR is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and CMAR shall resolve the disagreement pursuant this Agreement.

6.7.5.1 As part of the negotiation process, CMAR shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations.

6.7.5.2 If the parties are unable to agree and Owner expects CMAR to perform the services in accordance with Owner's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.

6.8 Emergencies

6.8.1 In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

6.9 Force Majeure

6.9.1 The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the Owner and the CMAR, 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. 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.

6.9.2 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 Owner will pay no additional costs incurred as a result of such events.

6.9.3 The parties agree to act in good faith to extend the Contract completion date without any penalty to the CMAR 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.

Article 7- Procedure for Payment

7.0 General

7.0.1 For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner and to the Owner's satisfaction, the Owner agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

7.1 GMP Payment Request

7.1.1 At the pre-construction conference prescribed in this Agreement, CMAR shall submit for Owner's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

7.1.2 At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the Owner's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

7.1.3 The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project. The Payment Request shall include, at a minimum:

7.1.3.1 Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period

7.1.3.2 Current critical path schedule

7.1.3.3 Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment

7.1.3.4 Subcontractor and Supplier invoices and conditional lien waivers for current pay period

7.1.3.5 General Conditions invoices for current pay period

7.1.3.6 Daily Reports for current pay period

7.1.3.7 Weekly reports for current pay period

7.1.3.8 Project meeting minutes for current pay period

7.1.3.9 Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

7.1.4 The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and Owner shall receive the equipment and materials free and clear of all liens and encumbrances.

7.1.4.2 For materials and equipment stored off the Site, the Owner must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for Owner's inspection. CMAR must establish Owner title to such materials and equipment or otherwise protect the Owner's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3 All bonds and insurance required for stored materials shall name the Owner as the loss payee to the extent of its interest in the stored materials.

7.1.5 CMAR shall submit the Payment Request to Owner monthly either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

7.2.1 Owner shall make payment in accordance with A.R.S. § 34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under this Agreement.

7.2.2 Owner shall pay CMAR all amounts properly due. If Owner determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the Owner. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify Owner's concerns. CMAR and Owner shall attempt to resolve Owner's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those identified in this Agreement.

7.3 Retention of GMP

7.3.1 Owner shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, Owner may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the Owner must be maintained at the Owner's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the Owner's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Matthew Luhman, Purchasing Manager.

7.4 Substantial Completion

7.4.1 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5 Final Payment

7.5.1 After receipt of a final Payment Request, Owner shall make final payment within sixty (60) days after receipt by the Owner, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the Owner.

7.5.2 At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.5.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect Owner’s interests;

7.5.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment; and

7.5.2.3 Consent of CMAR’s surety, if any, to final payment.

7.6 Payments To Subcontractors or Suppliers

7.6.1 CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the Owner. CMAR shall pay for Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the Owner with each progress payment. In addition, any reduction of retention by the Owner to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2 If CMAR fails to make payments in accordance with these provisions, the Owner may take any one or more of the following actions and CMAR agrees that the Owner may take such actions:

7.6.2.1 Hold CMAR in default under this Agreement;

7.6.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3 Reject all future offers to perform work for the Owner from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

7.6.2.4 Terminate this Agreement.

7.6.3 If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended and shall further hold the Owner harmless from any ensuing damages, claims or costs.

7.6.4 Should the Owner fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5 CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

7.7.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the Owner and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.

7.7.2 The Owner, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.7.3 The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.7.4 CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the Owner, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5 The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

7.7.6 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 CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

Article 8 - Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

8.0.1 If either CMAR or Owner believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after

the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CMAR and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and Owner's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and Owner's Representative, CMAR's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance.

8.2.1 Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and Owner.

8.3 Representatives of the Parties

8.3.1 The Owner's Representatives

8.3.1.1 The Owner designates the individual listed below or his/her designee as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Patrick Brown, Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2277
pbrown@flagstaffaz.gov

8.3.1.2 Owner designates the individual listed below as its Owner's Representative ("Owner's Representative"), which individual has the authority and responsibility under this Agreement:

Emily Markel, Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Jackson Salazar
Water Services Plan Reviewer
City of Flagstaff
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004
Jackson.Salazar@flagstaffaz.gov

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative ("CMAR's Representative"), which individual has the authority and responsibility set forth in this Agreement:

Marco Spagnuolo, CEO
Eagle Mountain Construction, Inc.
3100 North Caden Court
Flagstaff, AZ 86004
marco@emcaz.com

Article 9 – Suspension and Termination

9.0 Owner's Right to Stop Work

9.0.1 Owner may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2 CMAR 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 Owner.

9.1 Termination for Convenience

9.1.1 The Owner may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, Owner shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2 If the Owner suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in this Agreement.

9.1.3.4 At the Owner's sole discretion and if requested in writing by the Owner, assign to the Owner all rights, title and interest of CMAR under the subcontracts subject to termination.

9.1.3.5 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 CMAR and in which the Owner has or may acquire an interest.

9.1.4 CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

9.1.5 The Owner shall pay CMAR the following:

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 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 CMAR's failure to perform as required under this Agreement.

9.1.5.3 CMAR 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 CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the Owner shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 CMAR 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 this Agreement.

9.2 The Owner's Right to Perform and Terminate for Cause

9.2.1 If the Owner provides CMAR 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 CMAR fails to comply in a time frame specified, the Owner may have work accomplished by other sources at CMAR's sole expense.

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) 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 (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in this Agreement.

9.2.3 Upon the occurrence of a terminable event, Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.3.1 If CMAR fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.3.2 If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.4 Upon declaring this Agreement terminated, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to Owner 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.

9.2.5 In the event of such termination, CMAR 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, CMAR shall only be entitled to be paid for Work performed and accepted by the Owner prior to its default.

9.2.6 If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to Owner. 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 Owner in connection with the re-procurement and defense of claims arising from CMAR's default.

9.2.7 If Owner improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of this Agreement.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

9.3.1 The Capital Improvements Division of the City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the Owner, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the Owner. If Work has been suspended due to winter weather, the CMAR 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, the CMAR 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 timeframe, the Owner will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

9.3.2 The Owner shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the CMAR. All cost 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.

9.3.3 Upon termination of the Winter Shutdown by the Owner, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown and shall hold the Owner harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

10.0.1 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by CMAR, its agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The Owner in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance

10.1.1 Commercial General Liability - Occurrence Form

General Aggregate/for this Project	$2,000,000/$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this Agreement.

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

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

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

10.1.3 Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

10.1.4 Builders' Risk Insurance or Installation Floater $ N/A

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

10.1.4.1 The City of Flagstaff, CMAR, Subcontractors, Design Professional(s) and Design Professional(s)' consultant and any others with an insurable interest in the Work shall be Named Insureds on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

10.1.4.3 Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.1.4.4 Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

10.1.4.6 Coverage shall contain a waiver of subrogation against the City of Flagstaff.

10.1.4.7 CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

10.2 Additional Insurance Requirements

10.2.1 The policies shall include, or be endorsed to include the following provisions:

10.2.2 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

10.2.3 CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.4 Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.5 The policies shall contain a Waiver of Subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the Owner.

10.3 Notice of Cancellation

10.3.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the Owner. Such notice shall be sent directly to the Purchasing Section by certified mail, return receipt requested.

10.4 Acceptability of Insurers

10.4.1 Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona

with policies and forms satisfactory to the Owner. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CMAR shall furnish the Owner with Certificates of Insurance (ACORD form or equivalent approved by the Owner) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All Certificates of Insurance and endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.5.3 All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Section. The City project/contract number and project description shall be noted on the Certificate of Insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the Owner's requirements, the CMAR must submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.

10.6 Subcontractors

10.6.1 CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval

10.7.1 Any modification or variation from the insurance requirements in this Agreement shall be made by the Owner Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment but may be made by administrative action.

10.8 Bonds and Other Performance Security

10.8.1 Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

10.8.2 Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification

11.1.1 To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the Owner, 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 negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the Owner, 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 Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

11.1.2 The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) dated the ___ day of _____, 20___ and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes the ____ day of _____, 20__, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definitions section of this Agreement.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between Owner and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments

12.2.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence

12.3.1 The Owner and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations

12.4.1 Owner and CMAR commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation and Further Documentation

12.5.1 CMAR agrees to provide the Owner such other duly executed documents as shall be reasonably requested by the Owner to implement the intent of the Contract Documents.

12.6 Assignment

12.6.1 CMAR shall not, without the written consent of the Owner, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the Owner's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

12.7 Successorship

12.7.1 CMAR and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 Third Party Beneficiary

12.8.1 Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the Owner and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of Owner and CMAR and not for the benefit of any other party.

12.9 Governing Law

12.9.1 This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 Severability

12.10.1 If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 Compliance with All Laws

12.11.1 CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Agreement and to permit the Owner to verify such compliance.

12.12 Legal Requirements

12.12.1 CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.13 Construction Documents

12.13.1 It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and Owner in writing, describing the apparent variance or deficiency.

12.14 Independent Contractor

12.14.1 CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the Owner the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the Owner as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 The Owner's Right of Cancellation

12.15.1 All parties hereto acknowledge that this Agreement is subject to cancellation by the Owner pursuant to the provisions of A.R.S. § 38-511.

12.16 Survival

12.16.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

12.17 Covenant against Contingent Fees

12.17.1 CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Owner Council, or any employee of Owner has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the Owner shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver

12.18.1 The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 Notice

12.19.1 Notices 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. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

To CMAR:

Marco Spagnuolo, CEO
Eagle Mountain Construction, Inc.
3100 North Caden Court
Flagstaff, AZ 86004
marco@emcaz.com

To Owner:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Emily Markel, Purchasing Manager
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With a copy to:

Jackson Salazar
Water Services Plan Reviewer
City of Flagstaff
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004
Jackson.Salazar@flagstaffaz.gov

Design Professional(s):

Steve Lewis
Water/Wastewater Practice Director
Ardurra Group, Inc.
110 Dale Avenue
Flagstaff, AZ 86001
slewis@adurra.com

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

To CMAR:

Marco Spagnuolo, CEO
Eagle Mountain Construction, Inc.
3100 North Caden Court
Flagstaff, AZ 86004
marco@emcaz.com

To Owner:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Emily Markel, Purchasing Manager
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With copies to:

City of Flagstaff

Jackson Salazar
Water Services Plan Reviewer
City of Flagstaff
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004
Jackson.Salazar@flagstaffaz.gov

12.20 Confidentiality of Plans and Specification

12.20.1 Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the Owner.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by CMAR shall include the following language: “These plans are for official use only and may not be

shared with others except as required to fulfill the obligations of the Beulah/University Roadway Project Agreement with the City of Flagstaff."

12.21 CMAR and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.21.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to Owner for all employees considered for performing work (including supervision and oversight) under this Agreement. Owner may make further security inquiries. Whether or not further security inquires are made by Owner, Owner may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by Owner for performing services under this Agreement may still be engaged by CMAR for other work not involving the Owner. An employee rejected for work under this Agreement shall not be proposed to perform work under other Owner Agreements or engagements without Owner's prior approval.

12.21.2 Criteria for Evaluating Security Inquiries. Once formally adopted by Owner, criteria for excluding an individual from performing work under this Agreement shall be communicated by Owner to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by Owner in evaluating its own personnel.

12.21.3 Additional Owner Rights Regarding Security Inquiries. In addition to the foregoing, Owner reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.21.4 Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.21.5 Materiality of Security Inquiry Provisions. The security inquiry provisions of this Agreement, as set forth above, are material to Owner 's entry into this Agreement and any breach thereof by CMAR may, at Owner's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

12.22 Hazardous Materials

12.22.1 Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the Owner.

12.22.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material

has been abated or rendered harmless. CMAR and the Owner may agree, in writing, to continue work in non-affected areas on the Site.

12.22.3 An extension of Contract Time may be granted in accordance with this Agreement.

12.22.4 CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.23 Computer Systems

12.23.1 CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

12.24 Traffic Control

12.24.1 CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.25 No Boycott of Israel

12.25.1 Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Agreement is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Agreement, will not engage in a boycott of Israel.

12.26 Forced Labor of Ethnic Uyghurs

12.26.1 If CMAR engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, CMAR 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 CMAR becomes aware during the term of the Contract that the company is not in compliance with the written certification, CMAR shall notify the Owner within five business days after becoming aware of the noncompliance. If CMAR does not provide the Owner with a written certification that CMAR 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 terminations on the Contract termination date.

(Signatures Appear on the Next Page)

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14 day of July, 20 25.

CONTRACTOR

Eagle Mountain Construction

Print name: Marco Spagnuolo

Title: CEO

CITY OF FLAGSTAFF

Greg Clifton signed on 7/14/2025 4:09:05 PM

Print name:

Title: City Manager

Attest:

City Clerk

Stacy Saltzburg signed on 7/14/2025 4:42:40 PM

Approved only as to form:

City Attorney's Office

Christina Kinnear signed on 7/14/2025 9:08:30 AM

Notice to Proceed issued: _____, 20___

Last updated February 28, 2024

EXHIBIT A - PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Agreement are to be performed:

The general project scope includes the following work:

The Project is located in Flagstaff, Arizona between the Rio de Flag drainage crossing at I-40 and the Wildcat Hill Wastewater Treatment Plant and can be generally described as the construction of a 5200 LF of additional sewer main paralleling the existing sewer main between the I-40 and the Wildcat Hill Wastewater Treatment Plant. The project will include installation of the parallel sewer within ADOT Right of Way and State Land Parcels. Portions of the alignment are within the Floodway and Floodplain of the Rio De Flag. The existing wastewater flow must be maintained at all times. This project will be delivered through the CMAR project delivery process.

CMAR Construction Phase Services include coordination with various agencies, while performing the construction of the proposed improvements per the approved construction documents at the contracted GMP. The anticipated services include but are not limited to the following:

- Participate in a Pre-Construction Meeting.
- Perform and provide a pre-construction video and/or images of the site and adjacent properties.
- Provide Sewer Bypass plan for approval by the City of Flagstaff Water Services Department prior to construction.
- Prior to construction of the project provide or acquire all documents necessary to construct the Project including:
  - Bonds, Insurance, Permits, Material Submittals, etc.
  - Permit fees paid for by the City of Flagstaff
  - Bond and insure the construction in accordance with state and city requirements.
- Construct improvements per the approved construction documents.
- Self-perform at least 45% of the work as set forth in A.R.S. § 34-605(G)2 and solicit bids from qualified subcontractors to perform applicable portions of the work.
- Coordinate inspections and testing of all work including City Inspections & Testing.
- Coordinate weekly construction meetings.
- Maintain and update Project Master Schedule.
  - Identify activity sequencing, durations, and milestone dates.
- Ensure record As-built Drawings are kept current, accurate, and developed per the Owner's standards.
- Procurement of materials and services.
- Schedule and manage site operations.
- Provide all construction surveying and staking.
- Maintain a safe work site.
- Establish and maintain the Stormwater Pollution Prevention Plan (SWPPP).

The final scope of services will be negotiated after a qualified Contractor is selected.

EXHIBIT B – GMP SUBMITTAL (TO BE ATTACHED)

PROJECT #: 2025-94 Construction Phase 1 – GMP 1 **DATE: June 17, 2025**
PROJECT NAME: Wildcat Interceptor Sewer Upsizing Project

June 17, 2025

Jackson Salazar
Project Manager – Water Services
City of Flagstaff
Flagstaff, AZ 86004

Re: Wildcat Sewer Interceptor & BNSF Utility Relocation CMAR ("Project")
Construction Manager at Risk – Guaranteed Maximum Price ("GMP") 1

Dear Mr. Salazar,

Eagle Mountain Construction ("EMC") is submitting GMP 1 for the above referenced Project.

The Wildcat Sewer Interceptor (designed by Ardurra) and the BNSF Utility Relocation (designed by The WLB Group) projects are designed to replace the existing undersized pipeline feeding the Wildcat Hill Wastewater Treatment Plant, with an upsized 42" and 48" collection system.

This GMP 1 is based on 90% plans and is mainly for the pre-purchase of long lead items requiring shop drawing generation, submittal review & approval prior to ordering, as well as to mitigate the lengthy fabrication and delivery time frames. As we continue to solicit and contract with vendors, as well as analyze additional VE opportunities, we will account for whatever adjustments may arise in the anticipated GMP 2 for the balance of the scope, expected to be submitted within the next couple of months.

Also over these next couple of months we will be finalizing the Master Schedule and developing the Project Management Plan, detailing the parameters of access and logistics with neighboring properties, Purina, ADOT and BNSF.

Lastly, it requires noting that due to recent events related to the federal government's tariff policies, there is significant volatility in the supply and pricing of most commodities and materials in our industry. As always, EMC strives to mitigate those impacts with our subs & vendors in various ways, however, should there be supply or cost effects beyond our control, EMC reserves the right to submit for equitable adjustments as needed.

We are honored to be apart this Team and appreciate the opportunity to work with you, the City, the engineers, and the relevant stakeholders to deliver another successful project to the City of Flagstaff!

Sincerely,

Eagle Mountain Construction

Marco Spagnuolo
CEO

Wildcat Sewer Interceptor CMAR - GMP 1

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
WILDCAT SEWER INTERCEPTOR					
	42" ADS SANITITE PIPE	1,090	LF	$ 190.00	$ 207,100.00
	48" ADS SANITITE PIPE	4,290	LF	$ 220.00	$ 943,800.00
	JUNCTION STRUCTURE 1	1	EA	$ 395,000.00	$ 395,000.00
	JUNCTION STRUCTURE 2	1	EA	$ 388,000.00	$ 388,000.00
	JUNCTION STRUCTURE 3	1	EA	$ 401,000.00	$ 401,000.00
	48" POLYMER MANHOLE	3	EA	$ 19,000.00	$ 57,000.00
	60" TEMP BYPASS MANHOLE	4	EA	$ 17,500.00	$ 70,000.00
	72" POLYMER MANHOLE	3	EA	$ 46,500.00	$ 139,500.00
	84" POLYMER MANHOLE	17	EA	$ 63,250.00	$ 1,075,250.00
	96" POLYMER MANHOLE	1	EA	$ 97,000.00	$ 97,000.00
BNSF RELOCATION					
	60" POLYMER MANHOLE	2	EA	$ 28,750.00	$ 57,500.00
	42" DIP CL 350 SEWER PIPE	270	LF	$ 725.00	$ 195,750.00
MISCELLANEOUS					
	MOBILIZATION, YARD SETUP & STAGING	1	LS	$ 175,000.00	$ 175,000.00
	SURVEY & STAKING	1	LS	$ -	$ -
	TRAFFIC CONTROL & MAINTENANCE	1	LS	$ 7,500.00	$ 7,500.00
	AS-BUILTS\RECORD DRAWINGS	1	LS	$ -	$ -
	QC TESTING & VERIFYING	1	LS	$ -	$ -
	SWPPP INSTALLATION & MAINTENANCE	1	LS	$ 15,000.00	$ 15,000.00
CONTRACT ALLOWANCES					
	ROCK EX	2,500	CY	$ -	$ -
	UNSUITABLE SOIL	1,000	CY	$ -	$ -
	TBD	1	LS	$ -	$ -
	TBD	1	LS	$ -	$ -
SUMMARY					
COST OF WORK					**$ 4,224,400.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		1.64%			$ 69,200.00
SUBTOTAL #1 - Cost of the Work + GC's					**$ 4,293,600.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		12.00%			$ 515,232.00
SUBTOTAL #2 - Cost of the Work + GC's + Fee					**$ 4,808,832.00**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		0.90%			$ 43,279.49
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds					**$ 4,852,111.49**
INSURANCE (Percentage of Subtotal #3)		1.00%			$ 48,521.11
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance					**$ 4,900,632.60**
SALES TAX (Percentage of GMP)		5.97%			$ 292,469.81
CMAR CONTINGENCY & POSSIBLE PRICE ESCALATION ALLOWANCE		1.2%			$ 50,000.00
GMP					**$ 5,243,102.42**
OWNERS CONTINGENCY (Percentage of Cost of the Work)		2.5%			$ 131,077.58
CONTRACT PRICE					**$ 5,374,180.00**

PROFESSIONAL SERVICES CONTRACT
Contract No.: 2024-77

The Contract is entered into this 6 day of June, 2024 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Ardurra Group, Inc., a Florida Corporation ("Firm").

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

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

SERVICES

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

PROFESSIONAL SERVICES
Wildcat Sewer Interceptor Upgrade Project

and as more specifically described in the Scope of Work attached hereto as *Exhibit A.*

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

3. Key Personnel/Subcontractors: Firm's Key Personnel, Subcontractors (if any), and contact information are designated in *Exhibit A.* Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

4. City Representative: The City Representative is Jackson Salazar, Project Manager or their designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the Procurement Agent.

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

CONTRACT TERM

6. 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.

7. Renewal: The 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.

8. Termination: The Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as *Exhibit B.*

PAYMENT

9. Compensation: Firm shall be paid for satisfactory performance of the services in an amount not to exceed **FOUR HUNDRED NINETY-TWO THOUSAND TWO HINDRED THIRTY-FIVE DOLLARS AND ZERO CENTS ($492,235.00)**, including fees and taxes, in accordance with the Scope of Work identified in *Exhibit A.*

10. Price Adjustment: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the Contract as amended is less than $100,000; otherwise, City Council approval is required.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Firm may have in the materials it prepares under this Contract, including any right to derivative use of the material.

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

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

INSURANCE

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

MISCELLANEOUS

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

To the City:
Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov

To Firm:
Steve Lewis
Water/Wastewater Practice Director
Ardurra Group, Inc.
110 Dale Avenue
Flagstaff, AZ 86001
slewis@adurra.com

With a copy to:
Jackson Salazar
Water Services Plan Reviewer
City of Flagstaff
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004
Jackson.Salazar@flagstaffaz.gov

16. 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.

ARDURRA GROUP, INC.:
Steve R. Lewis

Print name: Steve R. Lewis

Title: Practice Director

CITY OF FLAGSTAFF
Greg Clifton

Greg Clifton signed on 6/5/2024 4:19:20 PM
Print name:

Title: City Manager

Attest:
Stacy Saltzburg
City Clerk
Stacy Saltzburg signed on 6/6/2024 3:27:26 PM

Approved as to form:
Christina Kinnear
City Attorney's Office
Christina Kinnear signed on 6/4/2024 3:03:09 PM

Notice to Proceed issued: _____, 20___

Last Updated March 26, 2024

March 8, 2024

Jackson Salazar
Water Services
City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001

RE: City of Flagstaff Wildcat Sewer Interceptor Upgrade Project
Scope and Fee #224022

Dear Jackson,

Thank you for the opportunity to propose to work with you on this project. Ardurra is pleased to present this Engineering Design Services Scope and Fee for the City of Flagstaff Wildcat Sewer Interceptor Upgrade Project.

This purpose of this Project is to add additional capacity to the Wildcat Interceptor sewer collection system. The Project consists of the design and permitting of a new sewer parallel to the existing sewer. Ardurra will be the Project Prime Consultant. Subconsultants on this project will include aerial topography by Cooper Aerial, geotechnical investigations by Western Technologies and utility investigation by T2 Utility Engineers.

The scope will be performed in two stages for budgeting purposes. Stage 1, in fiscal year 2024 ending July 1, 2024, will include the Base Mapping and 30% Construction Plans. Stage 2 will complete the project through Construction. Both are included in this proposal.

The following tasks have been identified:

TASKS

100. Project Management and Meetings
200. Evaluations and Technical Memoranda (NIC)
300. Construction Plans
400. Permit Coordination
500. Construction Management (NIC)

SCOPE

Each task will include the following scope of work.

100. PROJECT MANAGEMENT AND MEETINGS

Ardurra will provide Project Management including coordination of meetings, schedules, invoicing, and subconsultant management. Monthly progress reports and invoices will be provided to the City. This proposal assumes that the project will begin in March 2024 and continue to October of 2025 (20 month duration).

Specific project workshops will also be conducted by Ardurra for the project milestones and stakeholder coordination, including agenda and minutes. Workshops will be held for the following list for a total of **6** meetings.

1. Kickoff Workshop
2. 30% Design Review
3. 60% Design Review
4. CMAR On Boarding Workshop
5. 90% Design Review
6. 100% Design Review.

200. EVALUATIONS AND TECHNICAL MEMORANDA(NIC)

The evaluations and technical memoranda have been removed from the project scope. The City has provided the direction to install a 42" parallel sewer to provide the additional capacity with no further analysis. The existing sewer will not be inspected or evaluated for condition.

A design report will be completed by Ardurra in the Construction plans task for the ADEQ construction permit. The design flow for that analysis will be provided by the City.

300. CONSTRUCTION PLANS

1) Base Map (North: I-40 to Plant included, South: Country Club to I-40 removed)
   a) Boundary and Easement Survey (Strip Map):

      Ardurra shall provide professional survey services to research record documents, deeds, and plats with the Coconino County Recorder's Office for the subject parcels, along with easements provided by the City. We will also review title reports for affected parcels (title reports to be provided by the City). We will locate and verify existing boundary corners for the subject parcels. Any missing monuments shall be re-established and a Record of Survey drawing will be recorded with the Coconino

County Recorder in compliance with the current Arizona State Board of Technical Registration rules and regulations for an additional fee.

b) Topographic Survey:
Ardurra shall provide professional survey services to provide a Topographic Survey map showing the topography of the existing interceptor alignment with sufficient overlap at one foot contour intervals, trees 8" in diameter at breast height and larger, visible above ground utility appurtenances, and all existing improvements. Consultant shall provide a digital CAD and PDF file to the Client and the file shall be used by Ardurra for design. Topographic survey data shall be acquired by our Aerial Mapping Sub-Consultant, Cooper Aerial), survey ground control, and Structure from Motion (SfM) processing to produce a highly accurate mapping product which includes: 1.2-inch/pixel resolution, geo-referenced, orthomosaic image in .JPEG format, Mass Points and Break Lines for geo-referenced surface modeling, and a Shapefile outlining tree canopies within the subject parcels.

c) Legal Descriptions/Exhibits

Ardurra will prepare up to ten (10) legal descriptions and exhibits as needed to obtain temporary construction easements, permanent easements, or right-of-way for new sewer interceptor infrastructure or improvements to existing infrastructure.

d) Utility Mapping
Ardurra shall provide mapping of all existing underground and above ground utilities based on utility maps, City GIS records, and City asbuilts. Ardurra will perform an Arizona design blue stake request to obtain the latest maps from private utilities and contacts for coordination.

Ardurra will identify during the design process the locations where additional utility data is needed. Our subconsultant T2 Engineering will provide a Subsurface Utility Engineering (SUE) plan set and a Test Hole Summary Report based on records research, geophysical investigation and potholing. The scope is defined in the subcontractor proposal attached to this document.

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

2) Construction Documents

Construction documents will be provided in two separate packages. Each plan set will proceed through the City review process independently. The ADOT section of this project will be completed as a separate plan set to expedite permitting and review. Ardurra will provide quality assurance and quality control (QA/QC) reviews throughout the course of the project in accordance with our established policy. All deliverables will be reviewed by an appropriate reviewer prior to each submittal.

1. North Parallel Sewer Interceptor Plans, north from the BNSF Railway (MH 23-022) to (MH 23-002) at the Wildcat Hill Plant.
2. ADOT Parallel Casing Plans- the south side of I-40 to south side of BNSF Railway.

a) 30% CDs
Ardurra staff will prepare preliminary 30% plans to show project control, alignment, sewer plan & profile, and details. These plans may be based on Preliminary topography and record data depending on the weather impact to the Base Map Investigation. The existing junction structures will be evaluated for functionality with the proposed design. If the condition, alignment and structure geometry does not allow for a new connection, new structures will be included in the construction plans. A Workshop will be held with City staff to discuss the design and comment resolution.

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

c) 90% CDs
Ardurra staff will incorporate 60% City comments and CMAR comments. The preliminary 90% plans will be complete with all detail necessary to construct the new sewer interceptor. A final design report and engineers' opinion of probable cost will be included in this submittal. A Workshop will be held with City staff to discuss the design and comment resolution.

A sealed version of these plans and the design report will be prepared for submittal ADEQ for permitting. This includes the Application for the 4.01 General Permit for Sewage Collection Systems. The Application Fee shall be paid by the City of

Flagstaff. The ADEQ permit set will include the ADOT and City of Flagstaff plan sheets for one permit.

d) 100% CDs
Ardurra staff will incorporate 90% City, CMAR, ADOT and ADEQ comments. The final 100% plans will be complete with all detail necessary to construct the new sewer interceptor.

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

f) Ardurra will submit the Request for Discharge Authorization to ADEQ. The City of Flagstaff observes and documents sewer testing. The sealed testing results will be provided to Ardurra by the City. As-Built Plans for the submittal, including surveyed inverts and rims of the new sewer, will be provided by the contractor.

g) Exclusion: Interceptor I&I Rehabilitation Plans
Ardurra will not include construction plans for the rehabilitation of the existing sewer lines from Interstate 40 to Continental Blvd under this contract.

400. AGENCY COORDINATION

1) ADOT Encroachment Permit
Ardurra will coordinate with ADOT to procure their design approval and encroachment permit for the new sewer line under Interstate 40. A separate plan set will be produced to expedite the timeline of this permit process. The ADOT plan set will begin south of Interstate 40 (MH 23-024) and connect to the proposed BNSF sewer. The plan stages (30%,60%,90% and 100%) will occur on an accelerated process from the rest of the plans. Four meetings with ADOT are anticipated with ADOT to coordinate the project including a scoping, pre-submittal, submittal and comment response meetings.

2) BNSF Coordination (Permit not required)
BNSF Coordination will begin immediately. Ardurra has been invited to the monthly City and BNSF coordination meetings beginning in February. Ardurra will attend these meetings only as directed by City Staff. This scope includes attending 4 of the coordination meetings.

The sewer under the BNSF railroad has been designed by others. This project will connect at each end of the proposed sewer. Ardurra will provide review and analysis of the design to ensure that the network will work as a cohesive system and meet the

capacity goals of this project. Four additional design specific meetings are anticipated with BNSF and the other design engineers to coordinate the project.

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

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

   The scope of this contract does not include the design or coordination of dry utility relocations or realignments beyond the identification of the conflict. If the City would like Ardurra to manage the negotiations with the utility companies, an additional services contract will be required.

500. CONSTRUCTION MANAGEMENT

The Contractor and the City will provide construction management. Ardurra has not included construction management in this proposal.

March 8, 2024

SCHEDULE

Stage 1 (Fiscal Year 24, Ends July 1)

1. Base Map Preparation
    - Topographic Survey
    - Manhole Dips
    - Easement Mapping

2. 30% Design Package
    - 30% Construction Plans
    - BNSF Coordination

Stage 2 (Fiscal Year 25, Starts July 1)

1. Complete Construction Plans
    - Utility Locates and Potholing
    - Permit Coordination (ADOT, ADEQ)
    - Geotechnical Investigation

FEES

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

Task	Description	Cost
100	**Project Management and Meetings**	**$ 36,650**
200	**Evaluations and Technical Memoranda**	**NIC**
300	**Construction Plans**	**$ 323,620**
400	**Permit Coordination**	**$ 55,520**
500	**Construction Management**	**NIC**
	Subconsultants	**$ 71,445**
	Reimbursable Expenses	**$ 5,000**
	Total Fee	**$ 492,235**

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

March 8, 2024

EXCLUSIONS

- Public Outreach
- Box Culvert Structural Design
- Permit and Review Fees
- Off Site Improvements outside the Project Area
- Dry Utility Realignment Design
- Property Acquisition

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

Sincerely,

Alicia Stoffers

Alicia Stoffers, PE
Project Manager

Western Technologies
An RMA Company

CONTRACT FOR PROFESSIONAL SERVICES
WT Reference No. 25-224038R2-P

BETWEEN:	**ARDURRA** 124 North Elden Street Flagstaff, Arizona 86001 Attn: Mr. Steve R. Lewis	("Client")
AND:	**WESTERN TECHNOLOGIES INC.** 2400 East Huntington Drive Flagstaff, Arizona 86004	("WT")
FOR THE PROJECT:	**Geotechnical Engineering Services** Wildcat Sewer Interceptor 2800 North El Paso Flagstaff Road Flagstaff, Arizona	("Project") ("Site")

1.0 PROJECT DESCRIPTION

Based on information provided by Mr. Steve R. Lewis, the proposed project will consist of approximately 5,900 linear feet of new sewer line that will run from the Wildcat Hill WRP towards Country Club Drive. The sewer line will be 30 to 36-inches in diameter along the entire alignment. The pipe inverts are assumed to be a maximum of about 6 to 13 feet below the lowest existing site grades. Borings will be located in the general areas requested, and adjusted for existing utilities. Should any of our information or assumptions not be correct, we request that the Client notify WT immediately.

2.0 PURPOSE

The purpose of our geotechnical engineering services will be to evaluate the subsurface conditions to provide recommendations and/or discussion for the following:

- Foundation design parameters, including footing types, depths, allowable bearing capacities, and estimated settlements
- Lateral earth pressures
- Excavation conditions
- Earthwork, including backfill placement and suitability of existing soils for backfill materials
- Temporary cut slopes
- Lateral earth pressures

3.0 SCOPE OF SERVICES

3.1 Field Exploration

We will conduct the following subsurface exploration program that is based on the project description and our knowledge of the general geotechnical conditions in the area:

Sewer Line Area – Ten borings auger drilled to a depth of 18 feet below the existing site grades.

Sewer Line Area – Three refraction surveys

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

3.2 Laboratory Testing

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

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

3.3 Analyses and Report

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

4.0 SCHEDULE

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

5.0 ASSUMPTIONS

The following assumptions were made in preparation of this proposal:

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

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

WT assumes that the Client will obtain permission to enter onto the site for our exploration equipment and personnel. Moving the equipment around the site and excavating the test borings will leave some areas disturbed. While WT will try to limit site disturbance, our fee does not include re-landscaping or otherwise restoring the site to its original condition. WT's services will include backfilling the borings with auger cuttings, unless otherwise directed or required. Please inform us if your requirements are any different.

6.0 FEES

The cost of our services, for the scope set forth herein, will be a lump sum fee of **$14,500.00.** Our fee includes discussion and interpretation of our findings with other members of the design team, but does not include meetings concerning construction or changes in design. The fee will not be exceeded unless additional services are agreed upon, or we incur delays or costs associated with access of our equipment to the boring locations. Unless you sign this contract before expiration, the lump sum fee noted above is valid for 90 calendar days, after which time a review by WT will be required.

7.0 MANNER OF PAYMENT

WT will invoice CLIENT monthly for services performed. Each invoice is independent and shall entitle WT to payment. Payment for such billing is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for us to proceed is given upon our receipt of a signed copy of this contract and retainer payment or completed credit application. We understand that returning this signed contract will constitute permission by the owner for our entry onto the site.

The "Standard Terms and Conditions" set forth in WTI Form No. 120 (attached) are applicable and are incorporated herein. The provisions set forth in this Contract and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:	EXECUTED BY CLIENT:
/s/ Gregory L.E. Burr	
WT's Authorized Representative	Client's Authorized Representative
Gregory L.E. Burr, R.G., P.E.	
Typed or Printed Name	Typed or Printed Name
Principal	
Title	Title
March 5, 2024	
Date	Date

T2 UES, Inc. dba T2
Utility Engineers
19621 N. 23rd Drive
Suite 150
Phoenix, AZ 85027
602-977-8076
www.t2ue.com

March 5, 2024

Ardurra
Steve R. Lewis, PE
124 N. Elden St.
Flagstaff, AZ 86001
Email : srlewis@ardurra.com
Phone : 928-774-4636

RE: Wildcat Sewer Interceptor
Subsurface Utility Engineering (SUE)
T2UE Proposal No. 16104-24-0019

Steve,

We at T2 UES, Inc. dba T2 Utility Engineers (Herein referred to as T2UE) would like to thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and various public works departments will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that T2UE is the right choice to complete the project on time and on budget. For more information, please visit www.T2UE.com

This proposal has been prepared for the Wildcat Sewer Interceptor project in Flagstaff, Arizona. Our Scope of Services is further detailed in the project understanding section of this proposal. We have provided you with a Unit Rate Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have. Thank you again for this opportunity. We are committed to giving you the quality and service that you expect from T2UE.

PROJECT UNDERSTANDING

The T2UE team will complete an ASCE 38 Quality Level D, C, B & A SUE utility mapping investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities* within the project area as defined in the following Limits of Investigation Section. The team will utilize the Standard for collecting and depicting the existing utilities and build the highest quality utility map available. This process will include an iterative field investigation, which will ultimately produce detailed drawings that are signed and sealed by a Professional Engineer in accordance with the requirements of the Standard. Further detail regarding these services is outlined in the Utility Coordination section below.

ASCE 38 QUALITY LEVEL DEFINTIONS

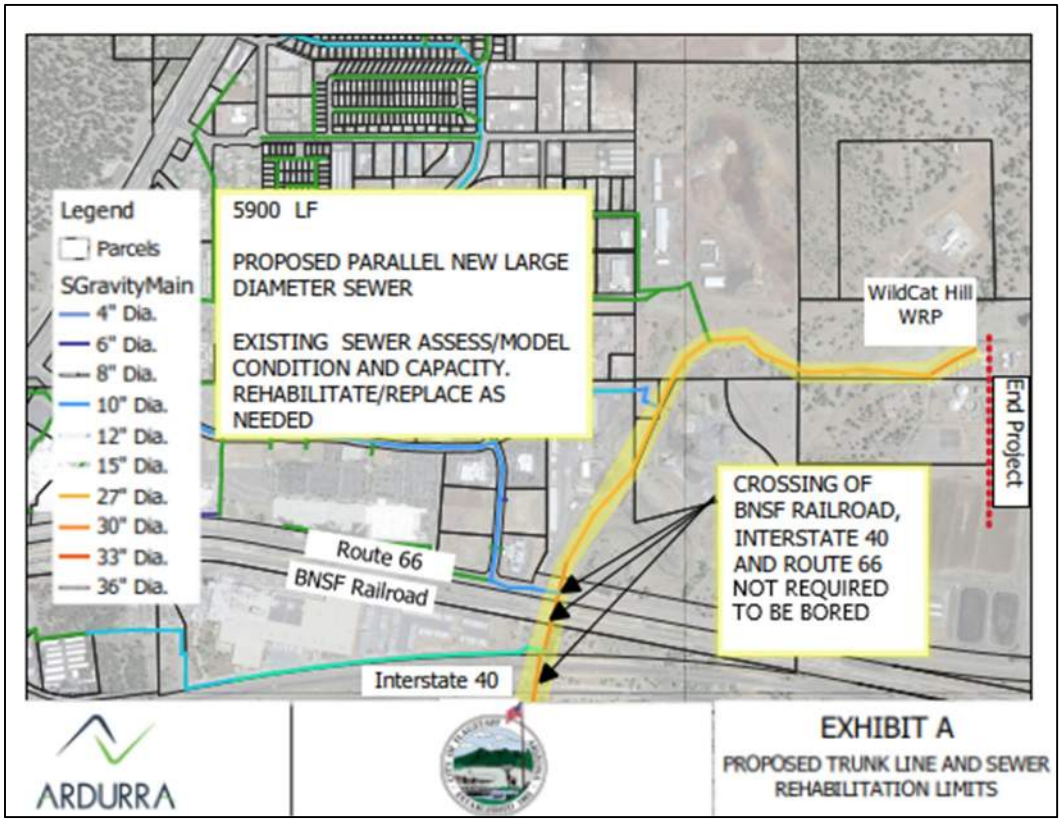
ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels defined by the ASCE Standard are as follows:

- Quality Level D (QLD): Record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process includes the mapping of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD mapping is based on information obtained from record drawings and includes utility type, ownership, size and material composition.
- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC mapping of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC mapping includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Inclusive of the QLC and QLD effort of utility investigation and further incorporates the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called “designating.” The information obtained in this manner is surveyed to project control. Two-dimensional (2D) mapping information is obtained. QLB deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona

- Quality Level A (QLA): Inclusive of the QLB, QLC and QLD levels of utility investigation, QLA further incorporates the use of minimally intrusive Air-Vacuum Excavation methods at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. The excavation and data documentation activity is called Locating "excavation of test holes". It is the highest level of utility certainty presently available. When surveyed and mapped, precise plan and profile information is available for making final design decisions at the test hole locations. QLA deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona.

LIMITS OF INVESTIGATION

- The utility investigation will be completed in support of the City of Flagstaff, Wildcat Sewer Interceptor project. Project improvements include the design and construction of roughly 5,900 LF of a large diameter sewer line to parallel from the Wildcat Hill WRP to Interstate 40. The general limits of investigation were attached in an email from the client dated 03/04/2024.
- T2UE will complete a full QLB SUE investigation in several areas critical to the project's design, with a QLD SUE investigation (depicted according to existing utility records only) completed for the remainder of the project limits. The areas where the QLB investigation will be completed are, the Interstate 40 ROW, Route 66 ROW, the sewer tie in locations at Railhead Ave. & Sheep Hill Access Rd., and the tie in to the Wildcat Hill WRP.



SCOPE OF WORK

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

➢ QLD Utility Records Research

The T2UE team will perform the following activities:

- Conduct a full reconnaissance and utility records research of any available existing utility records, to aid in the identification of Utility Owners that may have facilities on, or be affected by the project.
- Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
- Attempt to identify all known and unknown utilities, except as noted below, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.
- All utility company contacts will be provided to the client

➢ Perform QLC, QLB Investigation

The T2UE team will conduct the following:

- T2UE will survey existing visible surface utility appurtenances and correlate the information provided by the QLD utility records to obtain the utility location. This effort will update the information and mapping to QLC, and all data will be incorporated into the utility CAD file and final PDF deliverable.
- Utilize geophysical utility locating techniques to determine the true horizontal position of conductive utilities within the project area. The project team will provide QLB mapping of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using pink paint and flagging which is the standard industry color for temporary survey markings. This field information is then surveyed and mapped into a digitized AutoCAD file compatible with the project design files.
- T2UE will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
- T2UE will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.
- As an additional step, T2UE will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
- GPR NOTE: T2UE will conduct an investigation of the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of site specific soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
- QLB depiction will be attempted on all mainline utilities included within T2UE’s geophysical investigation. However, sewer, storm drain and possibly non-metallic water will most likely be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB, but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record.

- Invert information and, where possible, pipe size/material will be collected at Storm and Sewer Manholes as well as Storm Drain Catch Basins and Drop inlets, where accessible from the surface. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH's/CB's and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
- T2UE will document top of nut elevations on water valves throughout the project limits.
- Underground storage tanks, septic fields, sewer service laterals, traffic loop systems and landscape irrigation are excluded from this investigation.

➢ Perform Overhead Utility Survey

The T2UE team will research and document overhead utilities within the project limits as follows:

- Pole locations as well as horizontal positioning and ownership of utilities if available. All data will be incorporated into the CAD drawing and final PDF deliverable.

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

T2UE will complete a recommended 15 air-vacuum utility test holes (potholes) on this project at identified conflict locations as follows:

- T2UE will excavate test holes at critical points based on the project design.
- Will provide traffic control plans and protection in accordance with local jurisdiction specifications and permit requirements. This item will be subcontracted to the local certified traffic control company.
- T2UE will obtain required permits, contact state one-call notification system, and submit one-call tickets prior to excavation a minimum of 48 hours prior to excavation.
- T2UE will use the compressed air & vacuum excavation method at critical points to measure and record the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. Test Holes in pavement and or concrete will be reinstated according to local jurisdiction specifications.
- Backfill of excavated test holes will be in accordance with local jurisdiction standards.
- The test hole information will be documented on the T2UE Test Hole Data Report tied to the project survey datum.

Notes:

If additional holes are required over and above the 15 scoped for this project, they will be done so on a separate scope and fee. For test holes located in sidewalk or concrete there will be a charge of $125 per hole to excavate, jackhammer, and remove the existing concrete on the site, saw cut, and conduct 12" x 12" concrete restoration using bagged pre-mixed concrete. If full panel replacement is required for holes excavated in sidewalk or concrete, additional cost will be incurred, to be covered with a change order under separate scope and fee. Any "dry holes" (i.e. unable to locate the utility) dug on utilities depicted at QLD, will be invoiced at 100% of the cost of a standard test hole. The test hole rate covers to a depth of 6 feet, T2UE will invoice $75.00 per foot after 6 feet. Furthermore, test holes wider than the standard 12" x 12" hole, will be billed with an extra $330.00 per foot, for each additional foot added. For these miscellaneous charges, T2UE has included a contingency allowance of $1,750 that will only be invoiced if these scenarios are encountered.

DELIVERABLES

- T2UE will deliver a SUE plan set and AutoCAD drawing (in 2D) showing the location of the utilities within the project area. The drawing will depict utilities within the investigation area in 2D at the achieved ASCE 38 Quality Level and a PDF plan set will be signed and stamped by an Arizona Registered Professional Engineer (licensed with the AZ Board of Technical Registration).

- Pertinent QLA utility test hole data will be presented in scanned electronic format on our standard "Test Hole Data Summary" and individual "Test Hole Data Report" forms sealed by an Arizona Registered Professional. Information includes the depth, horizontal coordinates, vertical elevation, size, and material composition of the utility line exposed at each test hole.

ASSUMPTIONS / EXCLUSIONS

- Ardurra will provide the following:
  - Project survey control and existing topographic survey if available.
  - Existing right-of-way mapping and design alignment files, if available.
  - Any previously collected utility records, points of contact, as-built plans, and electronic files to be made available for T2UE's use during the utility investigation.

SCHEDULE

T2UE will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule.

PROJECT ESTIMATE

For the services described, T2UE proposes compensation as outlined in the fee schedule attached. T2UE will not exceed the estimated fee without prior authorization from Client. Monthly invoices will be prepared upon conclusion for the actual work completed up to the estimated budget amount. The Designating hourly estimate for field services is an approximation only and T2UE will only invoice the actual amount generated at the close of the project. We appreciate this opportunity to provide professional SUE and Surveying services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

James Mueller, PE
Senior Project Manager
Phone: 602.977.8076
Email: james.mueller@t2ue.com

Wildcat Sewer Interceptor
Subsurface Utility Engineering
T2 Proposal No. 16104-24-0019

PROJECT ESTIMATE			
SUE Quality Level "D, C & B" Designating			
*Utility Field Investigation - Designating Crew	40 hours @	$280.00 per hour	$11,200.00
*Utility Field Survey	12 hours @	$185.00 per hour	$2,220.00
		Subtotal	**$13,420.00**
SUE Quality Level "A" Test Hole Excavation			
*Quality Level "A" Test Hole Estimate	15 holes @	$700.00 per hole	$10,500.00
*Test Hole Contingency	Extra Depth/Width and/or Concrete Work		$1,750.00
		Subtotal	**$12,250.00**
Professional Services			
*Project Manager	6 hours @	$185.00 per hour	$1,110.00
*Registered Land Surveyor	8 hours @	$175.00 per hour	$1,400.00
*SUE Supervisor	12 hours @	$145.00 per hour	$1,740.00
*CAD Technician	24 hours @	$125.00 per hour	$3,000.00
*Administrative (Includes Records Research)	8 hours @	$110.00 per hour	$880.00
		Subtotal	**$8,130.00**
Misc., Permits & Maintenance of Traffic			
*Utility Test Hole Excavation ROW Permits	If Required (Billed Cost + 10%)		$550.00
*Maintenance of Traffic Set-ups, Traffic Plan Preparation & Traffic Plan Permit Submittals & Flaggers	If Required (Billed Cost + 10%)		$2,750.00
*Slurry Backfill	If Required (Billed Cost + 10%)		$2,000.00
*Surface Restoration (Hot Patch or Surface Coring)	If Required (Billed Cost + 10%)		$1,750.00
*Lodging and Per Diem	20 days @	$165.00 per day	$2,000.00
*Mobilization	Lump Sum		$1,200.00
		Subtotal	**$10,250.00**
		TOTAL	**$44,050.00**

*** Proposal estimate only, the cost may vary due to unknown field conditions & municipality requirements**
Note 1: "Utility Field Investigation" rate above includes, designating crew and the corresponding trucks and equipment.
Note 2: Test hole unit rate above includes, a 2-man vac crew, test hole survey and corresponding trucks and equipment. Only the actual number
of test holes excavated in the field will be invoiced.
Note 3: If full panel replacement is required for holes excavated in sidewalk or concrete, additional cost will be incurred, to be covered with a change order under separate scope and fee.

COOPER AERIAL SURVEYS CO.

PROJECT MANAGER
Jim Crume
602.678.5111 ext 224
jcrume@cooperaerial.com

Cost Proposal for Wildcat Sewer Flagstaff

Steve R. Lewis, PE
Ardurra (formally Ritoch-Powell Associates) -7314
63 East Main Street Suite 502
Mesa, AZ 85201
480-539-7497
SLewis@RPAENG.COM

Proposal Date:
01/03/2024
Project Location:
Flagstaff, AZ
86004

Cooper Aerial Surveys Co. is pleased to provide its cost proposal for aerial mapping and related services. This proposal is valid for thirty days from issuance date. The following is a summary of services to be provided. Please sign below and return the approved proposal to your Cooper Aerial Project Manager as acceptance of scope of services, proposed cost, and agreement to payment terms (30 days from completion of the work and provision of deliverables.)

Project Scope

Survey Services	Client is responsible for 17 ground control locations and post-process data
Mapping Services	Cooper Aerial process 462 exposures. * The mapping will be produced to National Map Accuracy Standards as published by the U.S.G.S. * Mapping Accuracy: ASPRS Vertical Class 2.5cm; Horizontal Class 2.5cm

COOPER AERIAL SURVEYS CO.

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Estimated Duration*

15 working days from the receipt of flight and verification of control

* Expediting must be addressed upon project authorization and additional charges may apply.

Deliverables for Wildcat Sewer Flagstaff

2D and 3D AutoCAD file of the contours and plan, Orthorectified Imagery

Sincerely,

Jim Crume

CLIENT ACCEPTANCE

Printed Name:
Title:
Signature:
Date:

☐ * Check here if you give permission to Cooper Aerial Surveys Co. to use your project for marketing purposes.

TOTAL FEE: $6,400.00

(plus taxes where applicable)

Accounts not paid within 60 days of the date of the invoice are subject to a 2% monthly finance charge

Aerial Survey Metadata

Please fill out and return with the final mapping control.

To help with post processing and overall accuracy, Cooper Aerial requests the following information.

If you need assistance, please contact your Cooper Aerial Project Manager.

1. FOR STATE PLANE COORDINATE SURVEYS

- **PROJECTION: STATE PLANE ZONE _____, NAD _____, (EPOCH _____)**
  Example: State Plane Zone Arizona Central 0202, NAD83 (2011), Epoch 2010

- **ELLIPSOID USED _____**
  Example: GRS80

- **UNITS (circle one): INTERNATIONAL FEET / US SURVEY FEET / METERS**

- **VERTICAL DATUM: _____**
  Example: NAVD88

- **GEOID MODEL: GEOID_____**
  Example: Geoid18

- **IF THE PROJECT HAS BEEN MODIFIED TO GROUND. IF NOT, THEN N/A**
  MODIFIED TO GROUND AT (GRID) N: _____, E: _____, COMBINED SCALE FACTOR OF _____

2. FOR LOCAL/ASSUMED COORDINATE SURVEYS

*** IF OTHER THAN STATE PLANE COORDINATES, ADDITIONAL MATH IS REQUIRED**

FILL OUT INFORMATION FROM ITEM 1, THEN:

- **HORIZONTAL ADJUSTMENT FROM STATE PLANE - SHIFT DIRECTION AND QUANTITY: _____**
  Example: State Plane Easting - 500,000, State Plane Northing - 700,000

- **HORIZONTAL ROTATION FROM STATE PLANE: _____ DEG/MIN/SEC**
  Example: 02° 10' 10"
  ROTATION ORIGIN NORTHING: _____, EASTING: _____

Photo ID's for this project? Provide 2 photos of each PID:

- **At least 2 photos of each PID with equipment in place, one up close, and one appoximately 15-20 ft. back showing a distinguishable feature if possible**
- **Ground control data in .csv or .txt format preferred, label your data with the corresponding ground control photos**
- **Each PID should fall within an open clear area free from obstructions**
- **Label the title of your photos with the corresponding ground control numbers recommended by Cooper Aerial**
- **Let us know if you have to significantly relocate a PID so we can assure it will fall within the imagery**

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

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

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

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

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

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

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

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City’s inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

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

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

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

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

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

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

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

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

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

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

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

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

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

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

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

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

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

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

CONTRACT CHANGES

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

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

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

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

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

EMPLOYEES AND SUBCONTRACTORS

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

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

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

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

DEFAULT AND TERMINATION

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

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

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

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

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

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

70. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles 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	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

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

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

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jackson Salazar, Water Services Project Manager

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval of Contract: Approve the On-Call Service Request ("On-Call Request") under the On-Call Professional Services Contract with Water Works Engineers, LLC ("Firm") in the amount of $499,400.00, for the Rio de Flag Water Reclamation Facility Solids Improvement Design Project ("Project").

STAFF RECOMMENDED ACTION:

1. Approve the On-Call Request with Firm for the completion of the Project in the amount of $499,440.00; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of the On-Call Request will allow the Firm to complete design from the 60% to 100% level for a new solids handling facility at the Rio de Flag Water Reclamation Plant. The solids handling facility will be housed in a pre-engineered metal building.

Under the Procurement Code Manual, when utilizing an on-call professional services contract, the necessary process to follow to engage an engineering firm at a cost greater than $100,000, is for staff to present an On-Call Service Request for over $100K to the Change Order Committee. Here, on April 9, 2026, staff presented the Firm's design proposal to the City of Flagstaff's Change Order Committee. The Change Order approved this specific On-Call Request, and as is necessary, seeks the approval of the City Council to move forward with the $499,400.00 cost of the Project.

Financial Impact:

This Project is funded through Water Services Capital Improvement Program in the Wasterwater Fund – Account # 203-08-375-3473-0-4421 with a budget in FY2025-26 of $1,247,078 and a budget in FY2026-27 of $12,500,000.

Policy Impact:

No policy impact.

Previous Council Decision or Community Discussion:

1. On October 11, 2022, the City entered into a Professional Services Contract with the Firm in the amount of $500,000 to complete the first year of design for the Rio Solids Improvements project. This original contract completed design up to the 60% level.
2. On October 6, 2023, the City entered into a Design Phase Services Agreement in the amount of $499,552.00 with PCL Construction for basic design phase services and utility potholing.
3. On June 17, 2025, the City entered into an On-Call Professional Services Contract with Firm to support the Water Services Division in projects such as this.

Options and Alternatives to Recommended Action:

1. Approve the On-Call Request in the amount of $499,440.00, as recommended; or
2. Do not approve the On-Call Request. This action would delay the Project. If rejection occurs, possible options include:

   a. Ask staff to re-evaluate the recommendation; or
   b. Suspend or cancel the Project completely.

Background and History:
In 2019, Carollo completed the Biosolids Master Plan for the Ctiy of Flagstaff which identified an urgent need for additional solids handling capacity at the wastewater treatment plants. In 2022, the City completed procurement to hire the Firm under the current On-Call Professional Services contract to complete year 1 of a multiyear design contract to complete a design for a solids handling improvements at the Rio de Plant WRF. In July 2024, the City successfully piloted the Shincci dryers at the Wildcat Hill WRP. This was an important proof of concept as the current design looks to employ two of these sludge dryers at the new solids handling facility.

In November 2024, the City of Flagstaff posted a Request For Statement of Qualifications for On-Call Professional Services for Engineering: Water Systems, Wastewater Systems, Energy Efficient Systems and Water Resources Planning Services. Water Works Engineers was selected as one of the highest scoring firms.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: Foster a safe, secure, and healthy community. Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:

- Goal PF.2: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
- Goal WR.3: Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measure.
- Goal WR.4: Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.
- Goal WR.6: Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.
- Goal CD.1: Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
This project will increase the solids handling capacity of the Rio de Flag Water Reclamation Facility which will provide capacity for additional housing.

Attachments: Change Order Committee document
Water Works Scope and Fee
Water Works On-Call Contract
Exhibit 1 - Project Map
Presentation

CITY OF FLAGSTAFF
On-Call Service Request for over 100K

PROJECT NO.	WW3473	**PROJECT NAME:**	Rio Solids Handling
FILE NO.		**PROJECT MANAGER:**	Jackson Salazar
FIRM NAME:	WaterWorks	**DISCIPLINE:**	Water Services

SIGNATURES

SUBMITTER

Project Manager	03/30/2026 (Date)	**Approved Signature**	Jackson Salazar — Digitally signed by Jackson Salazar DN: C=US, E=jps279@nau.edu, CN=Jackson Salazar Date: 2026.03.30 15:08:54-07'00'
Department Head	03/30/2026 (Date)	**Approved Signature**	Mac McNamara — Digitally signed by Mac McNamara DN: C=US, E=MMcNamara@flagstaffaz.gov, OU="City of Flagstaff Water Services ", CN=Mac McNamara Date: 2026.03.30 16:10:28-07'00'

COMMITTEE

Water Services	2026-04-10 (Date)	**Approved Signature**	Douglas Slover Jr — Digitally signed by Douglas Slover Jr Date: 2026.04.10 13:44:25 -07'00'
Public Works	4-13-2026 (Date)	**Approved Signature**	Daniel Dethlefs
City Engineering	4/13/2026 (Date)	**Approved Signature**	Paul Mood
City Attorney	(Date)	**Approved Signature**	Christina A. Kinnear — Digitally signed by Christina A. Kinnear Date: 2026.04.13 13:56:58 -07'00'
Finance	04/14/2026 (Date)	**Approved Signature**	Tammy L Ryan
Purchasing (Chair)	(Date)	**Approved Signature**	Patrick Brown — Digitally signed by Patrick Brown Date: 2026.04.16 14:11:17 -07'00'

EXECUTIVE

City Manager	(Date)	**Approved Signature**	

Description of work to be done:

Waterworks has completed a 60% design for this project under PO 23-002653 which completes the scope for that PO. This new proposal will complete design from the 60% to 100% level for a new solids handling facility at the Rio de Flag Water Reclamation Facility. This will include all necessary documents for the CMAR contractor to develop a GMP and begin construction. Additional scope information in proposal.

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: WaterWorks **Signature:** Rob D. Bryant

Accepted Date: 04/03/2026 **Print name and Title:** Rob D. Bryant - Principal

Change Order From On-Call >$100K: 102623

SCOPE OF WORK

March 5, 2026

Rio de Flag WRF – Solids Improvements
Final Design
Scope of Work

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Overview

Professional Engineering services for the City of Flagstaff (City) Rio de Flag Water Reclamation Facility Solids Improvements Project (Project) will be performed by a consultant team led by Water Works Engineers, LLC (Engineer).

The scope of work associated with this project is based on the following major tasks:

- Flow and Loading Technical Memorandum for Rio de Flag WRF
- Detailed design for the Rio de Flag Solids Improvements as outlined below (sizes to be confirmed during design):
    - Building to enclose the following processes:
        - 2 – Shincci sludge dryers
            - Footprint will be planned for two, one dryer to be installed initially
    - N+1: Carbon Odor Control Units (each unit sized for 150%)
    - N+1: Sludge pumps (submersible)
        - Blended sludge (primary sludge and WAS)
    - Instrumentation
        - Flow meters
        - Gas detection (H2S, LEL, O2, CO2, radon) MSA
    - Electrical Systems
        - Review capacity of existing electrical gear. Determine if new service is required.
    - SCADA and Controls
        - Fiber Optic Ring (SCADA, Security and Spare network)
        - M580 Schneider PLC for Area RTU
        - SCADA and RTU programming by others as part of construction

Detailed Design Deliverables

The detailed design will be developed following a progressive delivery with 90% and 100% Permit set and Conformed for Construction as described below:

The intent of the 90%, 100%, and For Construction stages of this project are to prepare a set of Contract Documents in coordination with the City selected CMAR contractor (engaged at 60% design).

The Engineer will prepare final detailed plans, technical specifications and a 3D model with each deliverable as outlined below. The Engineer will utilize City technical specifications and standard details to the largest extent possible. The Engineer will develop preliminary technical specifications that follow the CSI Division 00 thru Division 16 (pre-95 versions) format. Div 00 will be developed based on the latest EJCDC documents. City to provide EJCDC Template and assist in preparation. These documents will be submitted to the City for review and comment at the 90 and 100% completion stages of design. The 100% Design Documents will also be submitted to the review and regulatory agencies in order to acquire the necessary permits.

1. Drawings
    A. General
    B. Civil – Grading and Paving

C. Civil – Yard Piping
D. Architectural
E. Structural
F. Process Mechanical
G. Building Mechanical - HVAC/Plumbing
H. Electrical
I. Instrumentation and Control

2. Specifications
   A. The Specifications will be based on EJCDC and CSI (Div 00 to 16 format) template as developed and/or accepted by the City.
   B. The Engineer will prepare design packages and Contract Requirements (Division 0) in coordination with the City. The Engineer will perform any minor editing required and will add any special provisions as necessary. The City and Engineer will collaborate on Division 01 specifications. The Specifications will also include control descriptions to facilitate the programming work anticipated during the Construction Phase.
3. Estimate of Probable Construction Cost
   A. 90% and 100% costs will be provided by the CMAR
4. CMAR Constructability and Value Engineering Review
   A. The analysis shall include:
      i. Review of the design for the use of practical cost-effective construction measures, procedures and scheduling.
      ii. Review of required construction activities and their effect on existing equipment, process and operation.
      iii. Review and coordination of construction details to minimize potential construction conflicts.
5. Construction Sequencing and Schedule
   A. The CMAR will develop the construction schedule at the 90% and 100% submittals to reflect all the construction sequencing and coordination issues.
   B. The Engineer will coordinate construction phasing and sequencing with the City and CMAR.
6. Operability Review and Planning
   A. The Engineer shall perform an operability analysis for the work identified at the 90% submittals. The operability analysis shall include development of a draft start-up and operability plan. This plan will be developed with input from the City's operation and maintenance staff.
   B. This task will include an evaluation of detailed design documents from an operator's point of view. The operability analysis shall consist of reviewing the operations/commissioning planning and the impacts on the plans and specifications. This review will include, but not be limited to, material selection, instrumentation, equipment control, equipment and instrument access, equipment selection, lighting, sampling access, building and ground access, hose bibs, electrical outlets, foaming control and electrical power.
7. Operations/Commissioning Planning
   A. This task will include development of an overall plan for startup and testing, operator training and initial operation of the facility that is consistent with the anticipated

sequence of construction. The plan will include all mechanical, electrical, and instrumentation equipment.

8. Quality Assurance/Quality Control Review
   The Engineer shall conduct technical and design reviews for the proposed improvements as follows:
   A. **Technical Reviews:** The Engineer shall provide the services of a team lead by a senior officer with expertise to conduct overall technical and design reviews of the project. Meetings shall be conducted at 90% to review the technical and design concepts of the project.
   B. **Detailed QA/QC Checks:** The Engineer shall perform detailed QA/QC checks of the plans and specifications for the work identified in Tasks 4100 Conceptual Design and 4200 Detailed Design at the 90% design phase. The detailed QA/QC checks shall include the following:
      i. Review and check of the plans and specifications for conformity with the Engineer's Wastewater Design Checklist.
      ii. A coordination review and check of the plans with the specifications.
      iii. A coordination check between the process/mechanical work with all specialty groups including electrical, instrumentation, structural, architectural, HVAC, and plumbing.
   C. Discipline Coordination Review
      i. In addition to the QA/QC reviews performed internally by each subconsultant, the Engineer shall perform an overall QA/QC review for the Plans and Specifications at the 90% and 100% submittals. The Engineer review will emphasize coordination between the disciplines to ensure that the City comments have been addressed. The Engineer and QA/QC lead will then meet to discuss review comments.

Deliverables:

Drawings:

90% Drawings: 5 true half size copies and pdf files including 3D models
100% Drawings: 5 true half size copies and pdf files including 3D models
For Construction: 1 full size bond set and electronic files in pdf and dwg or dgn formats

Specifications:
90% Specifications: 5 hard copies and pdf files
100% Specifications: 5 hard copies and pdf files
For Construction: 1 hard copy set and pdf files

Permitting

Permitting tasks will include developing applications, supporting documentation, coordination and obtaining the following permits (City Engineering Permit Review & Building Life Safety Permit Review Fees will be paid by the City directly, CMAR to pay Construction Permit Fees):

- ADEQ Aquifer Protection Permit (APP) Significant Amendment
  - ATC and AOC
- ADEQ Air Quality Permit
- City Building Life Safety Permit
- Engineering Dept Permit

WaterWorks is carrying an allowance under this scope of work for the following:

- ADEQ APP Significant Amendment Submittal fee. ADEQ additional review fees will be billed and paid directly by the City

Special Services (Allowances)

Task Series 7000, Special Services will include the following tasks:

- Outside Laboratory Testing (Flagstaff to Address through Outside Lab)
- Surveying and Potholing – Completed under the previous scope
- Geotechnical - Completed under the previous scope
- Hydrogeology – It is currently not anticipated that hydrogeology study would be required. If it is, a separate scope and fee will be developed.
- Material Testing will be included in the Construction Contract

Construction Administration Tasks

The Project construction administration will be provided via separate scope but will generally include the following tasks:

- Provide engineering support during construction
- Coordinate Contractor work hours with Plant Operations
- Coordination of construction with regulators, utilities and operations
- Communication facilitation and documentation
- Field inspection
- Special inspection
- Startup and commissioning assistance
- Warranty phase assistance
- Electronic Operation and Maintenance Manual including SOPs and block of instructions

Project Standards

The Engineer will be responsible for providing the work to meet the latest City of Flagstaff Design Standards. The engineer will also comply with the following standards:

- The latest Maricopa (MAG) Standard Specifications and Details
- The latest City of Flagstaff Supplement to MAG Specifications and Supplemental Standard Details and City of Flagstaff Standard Details.
- The latest City of Flagstaff Design Standards and Policy Manual,
- City of Flagstaff Approved Material Lists
- All applicable international and national building codes along with the City amendments as adopted by ordinance
- The latest standards by WEF, AWWA, NSF, ACI, ASTM, ASCE, and other nationally recognized standards as applicable
- Other applicable specifications and details required by a governmental agency or utility company

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.

- Furnish personnel, equipment, and associated costs for all piloting, sampling, and analysis requested by the Engineer and approved by the City (if required).
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing sewers and treatment facilities. The Engineer shall verify as-builts and previous design assumptions.
- Furnish access to construction project files and copies of pertinent data as determined by the City.
- Obtain all easements, and rights-of-way, as may be needed. The Engineer will provide the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the plant site.
- Furnish available information regarding proposed industrial wastewater discharges, including estimated average and peak flows, location of discharge point, and estimated wastewater characteristics.
- Furnish copy of previous soils reports (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified on the Project Schedule.
- Pay directly all applicable agency review fees for code reviews, local permit, and all other relevant permit application fees.
  - Engineer has estimated and itemized an allowance for ATC fees and ADEQ single APP submittal fee. Any fees required shall be billed to the City at direct cost as part of the monthly invoice.
  - The City will pay directly for Engineering Department, Building Life Safety review fees and additional ADEQ review fee.
  - City Engineering Department permits and Building Life Safety Department Permit fees shall be the responsibility of the Construction Contractor.
- Authorize Engineer to discuss project details with and obtain information from power company (APS). Authorization will not include decision-making by Engineer.
- Furnish standard specifications for security and fire alarm systems, if available.

Task Series 1000 Construction Documents

This task will develop the details for the solids facilities. This will include the detailed design of pumping, electrical systems, gas handling, solids handling, etc.

- Confirm location of facilities with respect to future plant expansion as developed in the 30% design
- Develop construction documents to allow for early procurement of equipment and possible early start of construction, 90% & 100% Submittal Plans and specs, 30% design will be coordination meeting and letter report establishing unit process sizing, loading, hydraulic criteria, expandability, etc.
- Acquire ADEQ Approval To Construct Permit
- Provide Construction Administration (provide discussion and work scope for each package here)
- Project delivery will use the Construction Manager at Risk (CMAR) construction project delivery method

Under this task, the Engineer will develop 30% plans for the overall solids project.

Task 1100 Equipment Procurement Package

The Engineer will develop the procurement packages based on documents provided by the City. These documents will be reviewed and modified by WaterWorks and submitted for the City's approval. The procurement package will be developed in conjunction with the 60% to 90% design package.

Deliverable:

Documents Supporting Early Procurement (Drawings, Specifications and Single-Line Diagrams)

Task 1200 90% Documents

The 90% documents (drawings and specifications) will be submitted for City review.

Deliverable:

90% Design Report, hardcopies and pdf

90% Plans, hardcopies and pdf

Task 1300 Final Documents

Final documents will be developed based on City comments. These documents will be developed for CMAR delivery method.

Deliverable:

Final Design Report, hardcopies and pdf

Final Plans, hardcopies and pdf

Task 1400 Permitting

Permitting tasks will include developing applications, supporting documentation, coordination and obtaining the following permits (City review and City Engineering Permit & Building Life Safety Permit Review Fees will be paid by the City directly, Contractor to pay Permit Fee). For this package, the following permits are anticipated:

- ADEQ Air Quality Permit
- City Building Life Safety Permit
- Engineering Dept Permit
- ADEQ ATC and AOC - The construction documents will be submitted to obtain Approval To Construct.

City of Flagstaff

Stakeholder	Project Component(s)
Building Life Safety Review Engineering Review	Pre-Application Conference, Code Compliance, Building Permits
Fire Department	Current HMMP plan is approved and will be used to support the expansion Site Plan, Building Permit

State of Arizona

Stakeholder	Project Component(s)
Arizona Department of Environmental Quality (ADEQ)	APP Permit, Air Quality, ATC and AOC

208 Program

NACOG 208 Consistency Review will not be needed under this phase

ADEQ - Aquifer Protection Permit (APP)

Hydro-geological Coordination/review of Documents provided by City

APP Coordination

The Engineer will prepare the application and all paperwork. The City will assist in providing documents available as needed to complete the permit application submittal. The City and Engineer will review the existing permit. The APP permitting approach is designed to meet the following critical requirements outlined in the current APP regulations:

1) Demonstrate that the best available demonstrated control technologies (BADCT) are being employed at the applicant facility,

2) Show that Aquifer Water Quality Standards, at a designated point of compliance, will not be violated as a result of discharge, and

3) Demonstrate the financial and technical capabilities of the APP applicant.

In addition, the APP permit work for the WRF is contingent on a 208 Plan consistency review. It is assumed that existing 208 Plan will cover the solids improvements APP "Significant Amendment". The APP permit approach will consist of the following tasks:

- Develop Permitting Strategy: The Engineer will arrange for and facilitate a pre-application meeting with ADEQ to determine the information required for the APP amendment. The Engineer will participate in the meeting with ADEQ to negotiate the approval process of the APP and will assist in negotiating final approval of the APP for the WRF upon request from the City.
- The design team will meet with ADEQ. Assume 3 meetings with ADEQ.
- Develop and submit a pre-application proposal of the amendment to ADEQ to obtain initial comments. Submit draft copies of the documents requested by the City for their comments. Use City comments to refine the final amendment.
- Attend other APP related meeting(s) (public hearing) if required and at the discretion of the City.
- Respond to ADEQ technical review comments.

ADEQ Air Quality Permit

Will be required to be modified for this project.

Building Permit Reviews

The City of Flagstaff Building Life Safety Department and Engineering Department Review is expected to provide a code review and construction permits for each package of the project.

- The Engineer will submit the documents at 90% for approval.
- A Special Use Permit will not be needed
- The design does not anticipate the need for new or additional buildings
- The Building Life Safety Department will review the designs associated with the process units and process basins (i.e. digesters, digester control building, etc.)

The Engineer will coordinate directly with the Building Life Safety Department with assistance from Flagstaff's Engineering department. The Engineer will attend a Pre-Application Conference and provide the required exhibits and support material to initiate the review process. The Engineer will also submit the construction documents for Building Review. The Engineer will revise the contract documents as necessary to incorporate the reviewers' comments. Building and Safety Coordination and review meetings will be conducted after the Preliminary Design Report is submitted and at the 90% design submittal stage.

Deliverables:

- Prepare 90% documents and submit to the Building Life Safety Department and Engineering Department. Respond to questions and incorporate any comments into the documents.
- Assist the City in obtaining building permits, as required.

Hazardous Materials Management Plan (HMMP)

HMMPs update or development will be updated as part of this project (City to update).

Stormwater Permits

Storm water permit updates are not needed beyond what is expected for the Construction Phase. The Construction Contractor is responsible for the construction SWPPP

Task Series 2000 Post Design Engineering Support

Scope to be provided under separate cover.

Task Series 3000 Special Services (Allowances)

Task 3100 Outside Laboratory Testing

If needed, the City will directly retain the services of an outside laboratory to analyze wastewater samples for various parameters in order to support the process design including wastewater strength characterization, BOD fractionization, influent and effluent TDS and Sodium levels.

Scope Assumptions

If needed, the City will provide the Wastewater Master Plan documents for project team review.

Site background information including geotechnical, surveying, base CADD files, CADD files associated with previous designs, location of electrical service entrance and other information will be provided by the City.

Supervisory Control and Data Acquisition System (SCADA) is currently under development by others. The design will accommodate Control System and SCADA requirements.

Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.

The applications and supporting documentation for the permits listed above will be prepared by Water Works Engineers. The City will handle all fees associated with City of Flagstaff permit review fees. Water Works will pay ADEQ initial permit processing fees as a direct cost to the City. City will pay ADEQ Permit Review / Approval Fees.

Bid Documents reproduction (if needed) and distribution costs will be paid by the City.

Landscape design is not required.

In case the City adopts partnering for the project, the Engineer will participate and assist the City in the partnering process.

Additional Process Evaluation

If needed, additional process evaluation may be performed as funds become available. This task will include performing various process evaluations for the RDF and/or WCH WRF facilities or other facilities as directed by the City in order to confirm wastewater strength, process performance, condition assessments and other evaluation, operational support and design tasks. This task will be treated as an allowance and used on an as needed basis.

City of Flagstaff, AZ
Rio de Flag Solids Improvements - Final Design
Project No.

Fee Proposal
Water Works Engineers
3/5/2026

Task No.	Description	Hours										
		PIC/QA	PM/SPE	PE	Str/Elec P	ENG	DSGN	TECH	CLER	Total Hrs	Subs	Total
		$ 287.1	$ 272.8	$ 198.2	$ 187.8	$ 114.6	$ 114.6	$ 100.8	$ 80.0			
Basic Services												
Task Series 1000	**Construction Documents**											
Task 1100	Equipment Procurement Package	40	80	80	80	160	80	160	40	720		$ 111,026
Task 1200	90% Documents	60	120	160	160	240	240	240	80	1,300		$ 197,334
Task 1300	Final Documents	20	80	120	120	160	120	160	80	860		$ 128,507
Task 1400	Permitting	16	32	32	0	32	32	64	64	272		$ 38,572
Task Series 1000 Subtotal		136	312	392	360	592	472	624	264	3,152	$ -	$ 475,440
	Task Series 1000 Total											**$ 475,440**
Task Series 2000	**Post Design Engineering Support (to be scoped later)**											
Task Series 2000 Subtotal		0	0	0	0	0	0	0	0	0	$ -	$ -
	Task Series 2000 Total											**$ -**
Task Series 3000	**Special Services (Allowances)**											
Task 3100	Outside Laboratory Testing									0		$ -
	Task Series 3000 Total	0	0	0	0	0	0	0	0	0	0	**$ -**
Task Series 4000	**Post Design Engineering Support (to be scoped later)**											
Task Series 4000 Subtotal		0	0	0	0	0	0	0	0	0	$ -	$ -
	Task Series 4000 Total											**$ -**
Task Series 5000	**(Future)**											
Task 5000 Subtotal		0	0	0	0	0	0	0	0	0	$ -	$ -
	Task Series 5000 Total											**$ -**
Task Series 6000	**(Future)**											
Task 6000 Subtotal		0	0	0	0	0	0	0	0	0	$ -	$ -
	Task 6000 Total											**$ -**
Task Series 7000	**(Future)**											
Task Series 7000 Subtotal		0	0	0	0	0	0	0	0	0		$ -
Task Series 1000 through 7000 Subtotal		136	312	392	360	592	472	624	264	3,152	$ -	**$ 475,440**
Other Direct Costs												
Copying and Courier												$ 4,000
ADEQ Submittal Fees												$ 10,000
Travel												$ 10,000
Other Direct Costs Subtotal												$ 24,000
Water Works Engineers - Subtotal												**$ 499,440**

ON-CALL PROFESSIONAL SERVICES CONTRACT
Contract No.: 2025-03

The Contract is entered into this 7 day of August, 20 25 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Water Works Engineers, LLC an Arizona limited liability company ("Firm").

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

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

SERVICES

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

ON-CALL PROFESSIONAL SERVICES
Engineering: Wastewater Systems

and as more specifically described in the Scope of Work attached hereto as *Exhibit A.1.*

2. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit(s) A.1 or A.2.*

3. Key Personnel/Subcontractors: 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

4. City Representative: The City Representative is **Mac McNamara** or their designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the Procurement Agent.

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

CONTRACT TERM

6. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions, attached hereto as *Exhibit B.* The Contract will be effective as of the date signed by both Parties. Performance shall commence within 10 days from the City's issuance of the Notice to Proceed.

7. Renewal: The 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 their designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

8. Unilateral Extension: The Contract may be unilaterally extended for ninety (90) days. The City Manager or their designee (the Purchasing Director) shall have the authorize to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

9. Termination: The Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as ***Exhibit B.***

PAYMENT

10. Compensation: Firm shall be paid for satisfactory performance of the Scope of Work identified in ***Exhibit A.1***, in accordance with the Fee Schedule attached hereto as ***Exhibit A.2.***

11. Price Adjustment: Price adjustments may be negotiated at the time of Contract-renewal at the discretion of the City. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Firm and that the proposed pricing is still competitive in the marketplace.

12. Formal Amendment Required: Any price adjustment or change to the scope of work must be approved by mutual written consent of the parties through a formal amendment. The City Manager or their designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

DATA AND RECORDS

13. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Firm may have in the materials it prepares under this Contract, including any right to derivative use of the material.

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

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

INSURANCE

16. Insurance: Firm shall meet insurance requirements of the City, as 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:
Mac McNamara
Water Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: MMcnamara@flagstaffaz.gov

To Firm:
Rob Bryant, PE
Water Works Engineers, LLC
7500 N. Dobson Road, Suite 200
Scottsdale, Az 85256
Email: RobB@wwengineers.com
480-661-1742 EXT 514

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: EMarkel@flagstaffaz.gov

18. 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.

WATER WORKS ENGINEERS, LLC

Rob D. Bryant

Print name: Rob D. Bryant

Title: Principal

CITY OF FLAGSTAFF

Greg Clifton

Greg Clifton signed on 8/7/2025 3:47:58 PM

Print name:

Title: City Manager

Attest:

Stacy Saltzburg

City Clerk

Stacy Saltzburg signed on 8/7/2025 4:15:56 PM

Approved as to form:

Christina Kinnear

City Attorney's Office

Christina Kinnear signed on 8/7/2025 8:02:44 AM

Notice to Proceed issued: _____, 20___

Last Updated November 4, 2024

Exhibit A.1 - Scope of Work

Wastewater Systems: Projects may involve master planning efforts, and design and construction related services for new construction, rehabilitation or other modifications. Design components included in these projects may include, but will not be limited to, biological analysis, hydraulic and process modeling, process modifications, control system upgrades, plant equipment replacement, structures, block walls and utilities. Typical projects include, but are not limited to, storage facilities, pump stations, wastewater collection systems, wastewater treatment facilities, methane gas conveyance systems, onsite improvements, SCADA and PLC control systems, scoping studies, hydraulic modeling, and on-site utility line extensions. These projects may include any or all the design areas and services included in the plant treatment areas.

WATERWORKS ENGINEERS

7500 N. Dobson Road, Suite 200
Scottsdale, AZ 85256
Telephone: 480-661-1742

1/14/2025

Mac McNamara, P.E.
Water Services Engineering Section Director
Email: MMcNamara@flagstaffaz.gov
Phone: 928-213-2410

Subject: On-Call Professional Services for Engineering: Water Systems, Wastewater Systems, Energy Efficient Systems and Water Resources Planning Services
RSOQ #2025-03: Water Systems and Wastewater Systems
Rate Schedule

Dear Mr. McNamara,

Water Works Engineers looks forward to working with you and the City of Flagstaff on these important projects.

Please see below for our 2025 rate schedule:

Position	**Billing Rate, $/hr**
Principal	$287.10
Senior Engineer	$272.75
Associate / Senior Project Manager	$258.39
Project Manager	$215.58
Resident / Project Engineer	$198.21
Engineer / Senior Designer	$187.76
Structural / Mechanical Engineer	$166.92
Electrical Engineer	$187.76
Designer / EIT / Sr. Engineering Tech	$114.64
Engineering Technician	$100.83
Senior Inspector	$172.26
Inspector	$129.20
Senior CADD Technician	$142.55
CADD Technician	$100.49
Graphic Designer	$128.62
BIM Technician	$132.09
Administrative Assistant	$79.96

Position	Billing Rate, $/hr
Project Administrator	$114.84
Mileage	Federal Rate

Feel free to contact either Ben Lee or Rob Bryant if you have any further questions.

Sincerely,

Ben Lee, PE

Manager / Senior Project Manager
Water Systems
benl@wwengineers.com
480-744-1374 (office)
480-294-1453 (cell)

Rob Bryant, PE

Manager / Senior Project Manager
Wastewater Systems
robb@wwengineers.com
480-661-1742 x514 (office)
602-909-8191 (cell)

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

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

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

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

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

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

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

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City’s inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

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

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

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

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

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

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

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

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

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

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

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

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

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

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

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

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

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

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

CONTRACT CHANGES

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

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

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

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

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

EMPLOYEES AND SUBCONTRACTORS

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

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

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

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

DEFAULT AND TERMINATION

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

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

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

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

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

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

70. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles 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	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

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

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

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

Exhibit 1 – Project Map

Rio de Flag Water Reclamation Plant with Solids Handling Facility Footprint

Rio Solids Handling

5/5/2026

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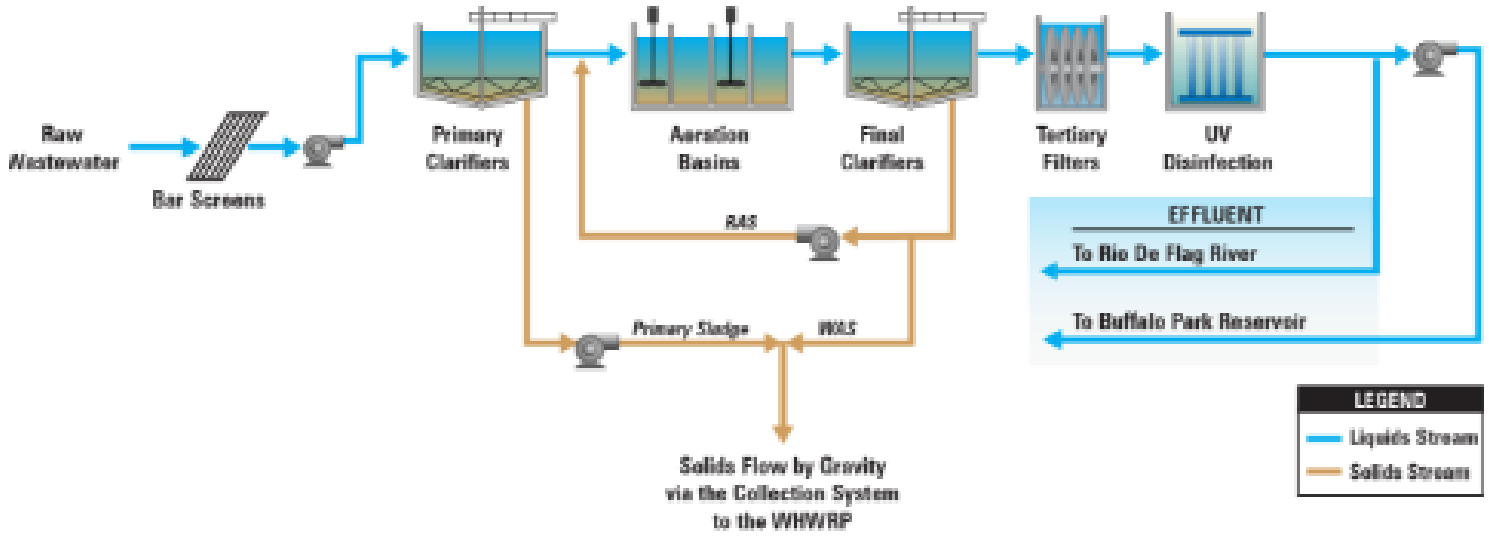
Project Overview

New Solids Handling Facility

- Pre-engineered Metal Building to house new facility
- 2 Shinnci Dryers to process solids
- Processed solids to be conveyed into a roll off dumpster to be taken to the landfill



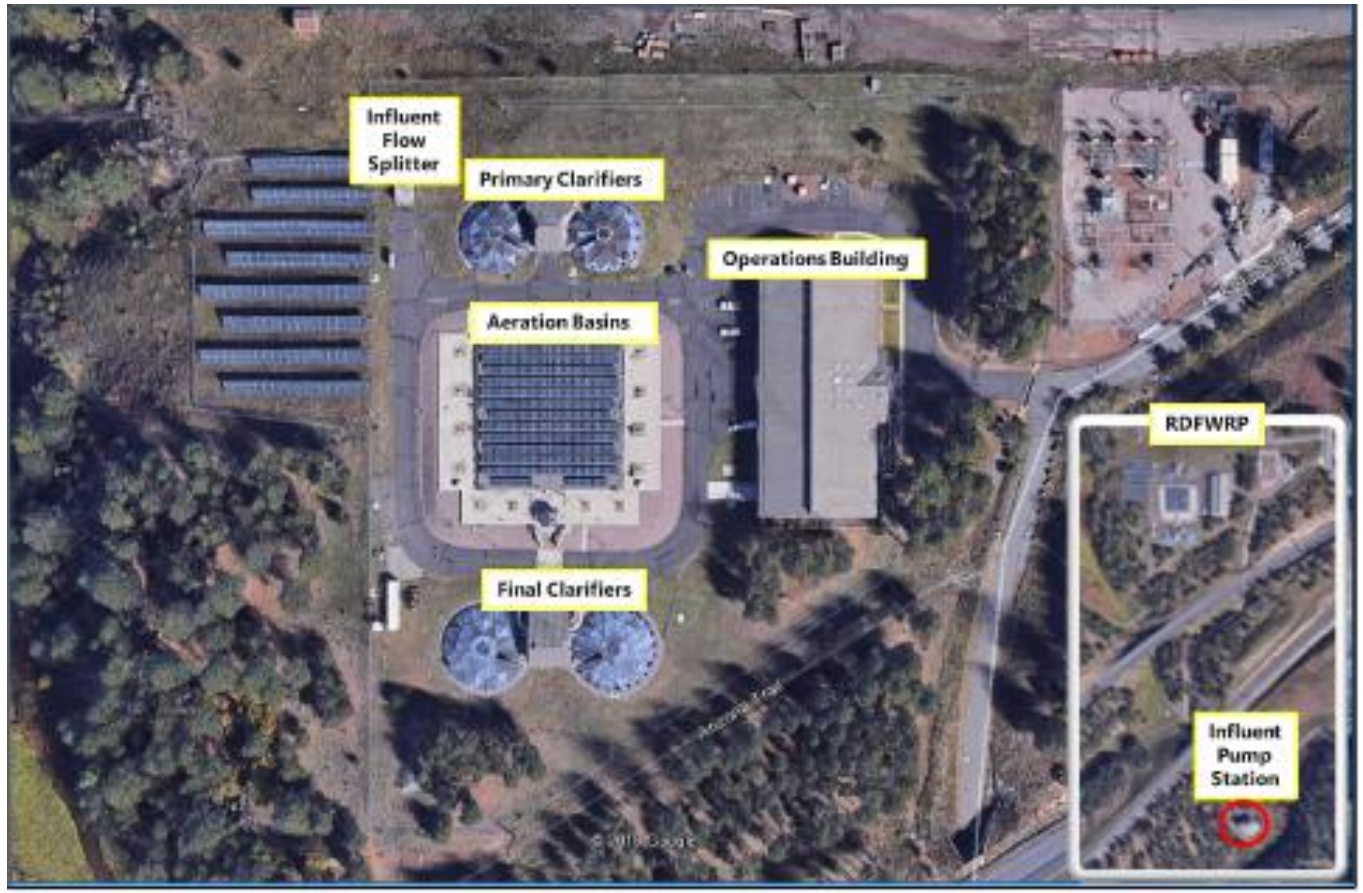
BioSolids Master Plan

The need for this project

- Rio de Flag currently does not have solids handling
- 2019 BioSolids Master Plan identified a need for additional Solids Handling capacity

Figure 1.6 WHWRP Existing Facilities - Overall Site Plan

Design



- Design at 60% for the new Solids Handling Facility
- Recently completed 60% Value Engineering
- Working on incorporating changes from 60% VE in 90% plans

Next Steps

- Finalize Design and Site Investigations
- GMP 1 with CMAR PCL Construction expected with 90% plans for long lead items
- GMP 2 for construction once 100% plans finalized

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jen Brown, Public Works Section Director - Facilities & Fleet

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval of Contract: Approve the expenditure on a cooperative purchase with Corporate Technologies Solutions, LLC to increase the contract amount by $200,000.00, for a revised total not to exceed $500,000.00, for City-Wide Verkada Security and Protection Systems.

STAFF RECOMMENDED ACTION:

1. Approve the expenditure on a cooperative purchase with Corporate Technologies Solutions, LLC to increase the contract amount by $200,000.00, for a revised total not to exceed $500,000.00, for City-Wide Verkada Security and Protection Systems; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

On October 21, 2025, the City Council previously approved a cooperative purchase with Corporate Technologies Solutions, LLC (CTS) in an amount not to exceed $300,000.00 for City-Wide Verkada Security and Protection Systems. The current request is to increase the expenditure with CTS by an additional $200,000.00, bringing the total contract authority to $500,000.00.

Beginning in 2022, staff and the Facilities Advisory Committee (FAC) began researching options and recommended expanded use of the Verkada platform. This increased expenditure under the cooperative purchase with CTS will authorize expansions to additional locations not included in the original scope: the Flagstaff Visitor Center at 1 E. Route 66 and multiple Water Services facilities. Such expansions will add Verkada security and video surveillance upgrades consistent with those already deployed at other City facilities. It is anticipated that work will be completed within the current fiscal year (FY2025-26) and prior to the expiration of State of Arizona Department of Administration Cooperative Contract #CTR056380 on July 27, 2026.

Financial Impact:

Project Name: City-Wide Verkada Security and Protection System Services
Cost: $300,000.00
Increased Expenditure Amount: $200,000.00
Account Number Budgeted:
Visitors Center: 053-07-215-0860-4-4435 $11,000
Water Services: 202-08-307-1073-0-4410 $33,000
Grant Funded: No
Funding Source: BBB - Tourism Fund and Water Service - Drinking Water Fund. Funding would need to be identified for any projects beyond the amounts listed above for the Visitor Center and Water Services.

Policy Impact:

This expenditure increase will continue the City's commitment to providing a safe and secure environment for employees and residents visiting City facilities. Expanding the Verkada Security and Protection System Services to the Visitor Center and Water Services locations ensures consistency in security standards across City-managed properties and supports the City's proactive approach to facility safety.

Previous Council Decision or Community Discussion:
Yes. On October 21, 2025, the City Council approved a cooperative purchase with CTS in an amount not to exceed $300,000.00 (Item 7.H).

Options and Alternatives to Recommended Action:

1. Approve the expenditure on the cooperative purchase with CTS increasing the contract by $200,000.00 for a revised total not to exceed $500,000.00, utilizing State of Arizona Department of Administration Cooperative Contract #CTR056380 and associated contract documents; or
2. Do not approve the amendment and provide alternative direction to staff.

Background and History:
The Facilities Advisory Committee (FAC) was established in 2021 and meets monthly to coordinate maintenance and management across City facilities. In 2022, the FAC was tasked with evaluating enhanced security options and, following a thorough review process, recommended the Verkada Security and Protection Systems for access control, video surveillance, and building monitoring. Beginning in 2023, the City procured the Verkada systems through CTS under State Cooperative Contract #CTR056380, and has installed this tool at City Hall, the Downtown Library, the Eastside Library, the Tuba City Library, a Water Services building, and other City facilities. In October 2025, when the City Council authorized the $300,000 expenditure, coverage was extended to Flagstaff Police Department evidence facilities, PROSE recreation locations, Economic Vitality sites, and the Moonshot campus. This new request for $200,000, will add the Flagstaff Visitor Center and additional Water Services locations to that expanding footprint protected by the Verkada systems.

Connection to PBB Priorities and Objectives:
Safe and Healthy Community - Ensure the built environment is safe through the use of consistent standards, rules & regulations, and land use practices. This expenditure directly supports this priority by extending proven security infrastructure to additional City facilities serving both employees and the public.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Connection to Division Specific Plan:
None.

Attachments: CTS Staff Summary
Visitors Center Quote

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jen Brown, Fleet and Facilities Section Director

Co-Submitter: Emily Markel

Date: [DATE]

Meeting Date: [MEETING DATE]

TITLE:

Consideration and Approval of Contract Amendment: Amendment to cooperative purchase with Corporate Technologies Solutions, LLC to increase the contract amount by $200,000.00, for a revised total not to exceed $500,000.00, for City-Wide Verkada Security and Protection Systems.

STAFF RECOMMENDED ACTION:

1. Approve the amendment to the cooperative purchase with Corporate Technologies Solutions, LLC (CTS) increasing the contract amount by $200,000.00 for a revised total not to exceed $500,000.00 for City-Wide Verkada Security and Protection Systems; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City Council previously approved a cooperative purchase with Corporate Technologies Solutions, LLC (CTS) in an amount not to exceed $300,000.00 for City-Wide Verkada Security and Protection Systems at its October 21, 2025 meeting. This amendment requests an increase of $200,000.00, bringing the total contract authority to $500,000.00, to accommodate the addition of two locations not included in the original scope: the Flagstaff Visitor Center at 1 E. Route 66 and multiple Water Services facilities.

Both locations require access control and video surveillance upgrades consistent with the Verkada system already deployed at other City facilities. The Facilities Advisory Committee (FAC), which recommended the Verkada platform following exhaustive research beginning in 2022, supports the expansion of the system to these additional sites. All work under this amendment will be completed within the current fiscal year (FY2025-26) and prior to the expiration of State of Arizona Department of Administration Cooperative Contract #CTR056380 on July 27, 2026.

Financial Impact:

Project Name: City-Wide Verkada Security and Protection System Services - Contract Amendment

Original Contract Amount: $300,000.00

Amendment Amount: $200,000.00

Revised Total Not to Exceed: $500,000.00

Account Number(s) Budgeted: [GL ACCOUNT NUMBERS TO BE INSERTED]

Grant Funded: No

Funding Source: General Fund, Water Services - Drinking

Policy Impact:

This amendment continues the City's commitment to providing a safe and secure environment for employees and residents visiting City facilities. Expanding the Verkada system to the Visitor Center and Water Services locations ensures consistency in security standards across City-managed properties and supports the City's proactive approach to facility safety.

Previous Council Decision or Community Discussion:

The City Council approved the original cooperative purchase with CTS in an amount not to exceed $300,000.00 on October 21, 2025 (Item 7.H). That approval authorized the use of State of Arizona Department of Administration Cooperative Contract #CTR056380. The City has utilized this cooperative contract for security system installations at City Hall, multiple library facilities, and a Water Services building since at least 2023. This amendment expands the scope to include the Flagstaff Visitor Center at 1 E. Route 66 and additional Water Services locations.

Options and Alternatives to Recommended Action:

3. Approve the amendment to the cooperative purchase with CTS increasing the contract by $200,000.00 for a revised total not to exceed $500,000.00, utilizing State of Arizona Department of Administration Cooperative Contract #CTR056380 and associated contract documents; or
4. Do not approve the amendment and provide alternative direction to staff.

Background and History:

The Facilities Advisory Committee (FAC) was established in 2021 and meets monthly to coordinate maintenance and management across City facilities. In 2022, the FAC was tasked with evaluating enhanced security options and, following a thorough review process, recommended the Verkada Security and Protection System for access control, video surveillance, and building monitoring.

The City has procured Verkada systems through CTS under State Cooperative Contract #CTR056380 since at least 2023, covering City Hall, Downtown, Eastside, and Tuba City library facilities, and a Water Services building. The October 2025 council approval extended coverage to Flagstaff Police Department evidence facilities, PROSE recreation locations, Economic Vitality sites, and the Moonshot campus. This amendment adds the Flagstaff Visitor Center and additional Water Services locations to that expanding footprint. All purchases under this amendment will be executed prior to the contract expiration date of July 27, 2026.

Connection to PBB Priorities and Objectives:

Safe and Healthy Community -- Ensure the built environment is safe through the use of consistent standards, rules & regulations, and land use practices. This amendment directly supports this priority by extending proven security infrastructure to additional City facilities serving both employees and the public.

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:

None

Attachments: State Contract Corporate Technologies Solutions, LLC (#CTR056380); Original Council Approval Item 7.H (10/21/2025)

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jen Brown, Fleet and Facilities Section Director

Co-Submitter: Emily Markel

Date: [DATE]

Meeting Date: [MEETING DATE]

TITLE:

Consideration and Approval of Contract Amendment: Amendment to cooperative purchase with Corporate Technologies Solutions, LLC to increase the contract amount by $200,000.00, for a revised total not to exceed $500,000.00, for City-Wide Verkada Security and Protection Systems.

STAFF RECOMMENDED ACTION:

1. Approve the amendment to the cooperative purchase with Corporate Technologies Solutions, LLC (CTS) increasing the contract amount by $200,000.00 for a revised total not to exceed $500,000.00 for City-Wide Verkada Security and Protection Systems; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City Council previously approved a cooperative purchase with Corporate Technologies Solutions, LLC (CTS) in an amount not to exceed $300,000.00 for City-Wide Verkada Security and Protection Systems at its October 21, 2025 meeting. This amendment requests an increase of $200,000.00, bringing the total contract authority to $500,000.00, to accommodate the addition of two locations not included in the original scope: the Flagstaff Visitor Center at 1 E. Route 66 and multiple Water Services facilities.

Both locations require access control and video surveillance upgrades consistent with the Verkada system already deployed at other City facilities. The Facilities Advisory Committee (FAC), which recommended the Verkada platform following exhaustive research beginning in 2022, supports the expansion of the system to these additional sites. All work under this amendment will be completed within the current fiscal year (FY2025-26) and prior to the expiration of State of Arizona Department of Administration Cooperative Contract #CTR056380 on July 27, 2026.

Financial Impact:

Project Name: City-Wide Verkada Security and Protection System Services - Contract Amendment

Original Contract Amount: $300,000.00

Amendment Amount: $200,000.00

Revised Total Not to Exceed: $500,000.00

Account Number(s) Budgeted: [GL ACCOUNT NUMBERS TO BE INSERTED]

Grant Funded: No

Funding Source: General Fund, Water Services - Drinking

Policy Impact:

This amendment continues the City's commitment to providing a safe and secure environment for employees and residents visiting City facilities. Expanding the Verkada system to the Visitor Center and Water Services locations ensures consistency in security standards across City-managed properties and supports the City's proactive approach to facility safety.

Previous Council Decision or Community Discussion:

The City Council approved the original cooperative purchase with CTS in an amount not to exceed $300,000.00 on October 21, 2025 (Item 7.H). That approval authorized the use of State of Arizona Department of Administration Cooperative Contract #CTR056380. The City has utilized this cooperative contract for security system installations at City Hall, multiple library facilities, and a Water Services building since at least 2023. This amendment expands the scope to include the Flagstaff Visitor Center at 1 E. Route 66 and additional Water Services locations.

Options and Alternatives to Recommended Action:

3. Approve the amendment to the cooperative purchase with CTS increasing the contract by $200,000.00 for a revised total not to exceed $500,000.00, utilizing State of Arizona Department of Administration Cooperative Contract #CTR056380 and associated contract documents; or
4. Do not approve the amendment and provide alternative direction to staff.

Background and History:

The Facilities Advisory Committee (FAC) was established in 2021 and meets monthly to coordinate maintenance and management across City facilities. In 2022, the FAC was tasked with evaluating enhanced security options and, following a thorough review process, recommended the Verkada Security and Protection System for access control, video surveillance, and building monitoring.

The City has procured Verkada systems through CTS under State Cooperative Contract #CTR056380 since at least 2023, covering City Hall, Downtown, Eastside, and Tuba City library facilities, and a Water Services building. The October 2025 council approval extended coverage to Flagstaff Police Department evidence facilities, PROSE recreation locations, Economic Vitality sites, and the Moonshot campus. This amendment adds the Flagstaff Visitor Center and additional Water Services locations to that expanding footprint. All purchases under this amendment will be executed prior to the contract expiration date of July 27, 2026.

Connection to PBB Priorities and Objectives:

Safe and Healthy Community -- Ensure the built environment is safe through the use of consistent standards, rules & regulations, and land use practices. This amendment directly supports this priority by extending proven security infrastructure to additional City facilities serving both employees and the public.

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:

None

Attachments: State Contract Corporate Technologies Solutions, LLC (#CTR056380); Original Council Approval Item 7.H (10/21/2025)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rose Toehe, Indigenous Affairs Administrator

Co-Submitter: Rebecca Sayers

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Approval of a Memorandum of Understanding: between the City of Flagstaff and the Indigenous Circle of Flagstaff (ICF) regarding the the Indigenous Community Cultural Center.

STAFF RECOMMENDED ACTION:

1. Approve the memorandum of understanding between the City of Flagstaff and ICF.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

In December 2024, the City of Flagstaff issued a Request for Statements of Qualifications (RSOQ #GS2025-113) to identify a partner to assist with planning, developing, and eventually managing the Indigenous Community Cultural Center. In May 2025, ICF was identified as a key partner and collaborator due to its representation of diverse Indigenous community members and its mission to support cultural vitality, visibility, and community well-being.

Approval of this MOU formalizes the partnership structure, outlines shared responsibilities, and establishes a cooperative framework to advance culturally responsive design, programming, and community engagement aligned with Indigenous community priorities. The MOU is needed to 1) Establish formal roles and expectations between the City and ICF, 2) Support transparent communication and co-development of project goals, 3) Guide shared efforts as the City continues evaluation and next steps under RSOQ #GS2025113, and 4) Advance equitable engagement with Indigenous communities in Flagstaff.

Financial Impact:

There is no immediate fiscal impact associated with approval of this MOU. Any future financial commitments, if applicable, will return to Council for separate approval through project or specific agreements, budget processes, or contractual actions.

Policy Impact:

This MOU furthers previous direction from City Council on Indigenous partnerships and initiatives.

Previous Council Decision or Community Discussion:

In 2016 and 2017, ICF compiled a report of community recommendations based on a series of six Indigenous-led public forums. These recommendations were presented to and approved by the Flagstaff City Council in 2017. One overall theme included in the recommendations was the formation of an Indigenous Community Cultural Center (ICCC).

In 2019, the old Fleet Building, located on the eight-acre city parcel at 419 N Mogollon St. was identified as a possible location. This started discussions on the steps to be taken, including a community-wide public participation process to determine how this parcel could be developed.

In September 2021, the City's Parks, Recreation, Open Space, and Events Division partnered with Southwest Decision Resources (SDR) and Wheat Design Group to lead the public participation process and develop a Concept Plan for the Thorpe Park Annex. Throughout 2022, a public engagement process was provided, and community members were invited to submit recommendations. The final concept was approved by Council on December 6, 2022.

Options and Alternatives to Recommended Action:

1. Approve the MOU between the City of Flagstaff and the Indigenous Circle of Flagstaff.
2. Modify the MOU and approve as amended.
3. Remand to staff for additional work.
4. Not approve the MOU.

Background and History:

In 1983 and several decades before, there were numerous Indigenous community discussions about the need for a community cultural center for Indigenous community members.

Connection to PBB Priorities and Objectives:

The MOU with ICF furthers the PBB Priorities of Inclusive and Engagement Community and Livable Community.

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: MOU presentation
MOU

City of Flagstaff and Indigenous Circle of Flagstaff Memorandum of Understanding

Rose Toehe, Indigenous Affairs Administrator

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History

Indigenous Community Cultural Center (ICCC)

- Discussion in Indigenous Community for Decades
- 2016-2017 Indigenous Community Forums
- Forums produced Recommendations included a dream of an ICCC; Recommendations accepted by City Council in Oct. 2017

History

THORPE PARK ANNEX

FINAL CONCEPT

LEGEND:

- Native Pollinator Gardens
- Native Revegetation Gardens
- Orchard
- 15' Path
- 10' Path
- 5' Path
- Gathering Space
- Bench/Table
- Interpretive Signage

Six Pickleball courts will be located at the current Thorpe Bark Park.

Re-examine the skatepark/pumptrack location.

Procurement Process

Indigenous Community Cultural Center (ICCC)

- Dec. 2024, the City launched an RSOQ to identify a key partner
- In May 2025, ICF was identified as the non-profit organization and key partner
- July 2025 – January 2026, discussion meetings with ICF and/or internal core staff to finalize the MOU

- The purpose of the MOU is to enable ICF and COF to collaborate in the development of the ICCC.

COF and ICF

General Roles and Responsibilities

- Planning, design, and development of appropriate ICCC space.
  - ICF is primarily responsible for the vision and implementation of the ICCC and its programming.
- Identification of a location for viable and feasible ICF office space during the development of the ICCC.
- ICF will be responsible for renovation of Fleet Management Building, including COF collaboration when involving COF funding.

COF and ICF

General Roles and Responsibilities

- ICF will:
  - Assume primary responsibility for fundraising, with assistance from COF.
  - Hire personnel using secured donor funds and develop organizational structure to allow management of ICCC.
  - Develop programming for the ICCC.
  - Develop plans for specified outdoor spaces, in coordination with the Thorpe Park Annex Concept Design.

Next Steps

- Timelines for the following remain in development:
  - Building repair and renovation
  - Fundraising
  - ICF organizational development
  - Continued program development

Questions?

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MOU BETWEEN ICF and COF

1. Identification of Parties

This is an Memorandum of Understanding (MOU) between Indigenous Circle of Flagstaff (ICF), a registered 501(c)(3) organization, now designated by the City of Flagstaff as its partner in the development of the Indigenous Community and Cultural Center (ICCC), and the City of Flagstaff (COF), with the Indigenous Affairs Administrator (IAA), on behalf of the Communication and Civic Engagement Division, as primary contact.

Each party pledges to honor and respect the authorities by which the other acts. For ICF, this authority includes our Indigenous relatives of all nations, especially those who live in the region and hold reverence for the Peaks, inclusive of age and gender. Through this circle of relatives, ICF holds itself responsible to the sacredness of the ground, the sacred beings, and the elements and directions among whom the ICCC is being placed. For COF it is the authority given to the city by its residents, as provided in, and in accordance and compliance with all applicable federal, state, and municipal laws and regulations.

2. Purpose and Scope

The purpose of this MOU is to enable ICF and COF to collaborate successfully in a spirit of kinship in the development of the ICCC, during the interim leading up to the leasing of City owned property and/or licensing of ICF as operator of the ICCC.

3. Roles and Responsibilities

The top-level goals necessary to reach this objective include the following:

3.1. Planning, design, and development of appropriate ICCC space, including comprehensive review of Thorpe Park Annex (TPA) site plan and former Fleet Maintenance Building (FMB) for the ultimate use and operation by ICF for the ICCC. COF and ICF will collaborate on this goal to the extent that it involves City owned property. ICF is primarily responsible for the vision and implementation of the ICCC and its programming.

3.2. Identification of a location for viable and feasible ICF office space during the development of the ICCC and for the management/implementation of interim ICF and/or ICCC programming. COF and ICF are currently considering the west side of the FMB as a potential location; however, COF and ICF understand that alternative location(s) may need to be considered based on the existing condition of the FMB, remediation and renovation costs, and other unknown factors. COF and ICF will collaborate on this goal.

3.3. To the extent COF and ICF elect to move forward with locating ICF at the FMB, the City, previously allocated COF funds may be used, subject to federal, state and local procurement and purchasing laws and regulations for the COF. COF and ICF will collaborate on this goal.

3.4 COF has made initial preparations of the FMB, including removal of all City owned tangible personal property and performance of the basic clean-up of the FMB (commonly understood as "broom sweep") in preparation for future use of the FMB for the ICCC under a lease and/or license.

3.5. FMB renovation, including conceptual design, architectural plans, contracting, construction, landscaping, and inspection. This will be a ICF responsibility, with conceptual input from the COF, shared input on approving plans, as well as selecting architect(s) and contractors, all of which must comply with federal, state and local procurement and purchasing laws and regulations for the COF. COF and ICF will collaborate on this goal to the extent it involves COF funding. After COF funding is exhausted, this will primarily be ICF's responsibility, subject to the terms of any lease or license between COF and ICF.

3.5.1. Specific responsibilities, permissions, and limitations for ICF and COF in respect to renovation activities and contracting authority need to be discussed and agreed upon and be in compliance with federal, state and local procurement and purchasing laws and regulations for the COF.

3.5.2. ICF will facilitate cultural sensitivity training for contractors as needed, to ensure that construction materials and activities will honor Indigenous cultural responsibilities and protocols.

3.6. Fundraising to accomplish all these goals, including coordination of resources held by both parties. ICF will assume primary responsibility for this, with assistance from COF in identifying funding opportunities.

3.7. Hiring of personnel and development of organizational structure and financial policies and procedures to enable ICF to assume its management responsibilities. This is ICF's responsibility.

3.8. Continued development of programming that will be housed at ICCC. This will include setting tiered rates for outside rentals of ICCC space and a process to manage these arrangements. ICF responsibility, in communication with its community and in compliance with federal, state and local laws for the COF.

3.9. ICF will develop plans for the TPA outdoor spaces, including landscape design and planting (what, when, where, and how) with respect, in coordination with the Thorpe Park Annex Concept Design. The TPA outdoor spaces to be used by ICF are generally

defined in **Exhibit A**. Exhibit A will serve as the basis for the future lease/license between COF and ICF.

4. Timelines and Deadlines

Dates included herein are early estimates and are not binding upon ICF or COF. As architectural plans are developed, estimates obtained from contractors, and funding raised and ready to be spent, a more detailed schedule will be agreed upon in an amendment. This amendment will include processes in place to respond to missed deadlines (see Section 5. Communication).

ICF Priorities and timelines

During its Strategic Planning retreat February 20-22, 2026, ICF identified priorities and expectations for the next five years. Goals related to the ICCC are listed below, further informed by the walk-through ICF officers did on April 3rd with PROSE representatives and three contractors who will provide estimates for the COF.

Based on preliminary information, the project will be divided into 3 phases, with the goal of making each part of the building up to code and ready for occupancy and public use as follows:

- Phase 1: West Addition (apx. 60 ft. x 60 ft.)
- Phase 2: North Addition (apx. 30 ft. x 180 ft.), not included in the table below.
- Phase 3: Original Shop (apx. 60 ft. x 120 ft.), not included in the table below.

	Goal	Funding	Timeline
4.1.	Repair water leak; improve building security	COF $200K	ASAP
4.2.	Hire a Consulting Project Director	Internal ICF funds	End of summer, 2026
4.3.	Review consultant estimates & finalize initial design, construction, and fundraising targets	N/A	
4.4.	Establish financial and HR infrastructure; convert Consulting Project Director to Executive Director	Internal ICF funds	
4.5.	Fundraising Campaign: Raise $3 million for Phase 1	Internal ICF funds	Ongoing
4.6.	Identify and sign contract with architect	Contingent on fundraising; possibly including COF $200K	End of fall, 2026
4.7.	Sign contractor and begin work on Phase 1	Contingent on fundraising; possibly including COF $200K	Spring, 2027; completion date TBD

5. Communication

5.1. Meetings of the working group (ICF and IAA) will be held weekly at first, or less often later by mutual agreement.

5.2. Contractors retained by ICF will update ICF on progress based on their respective agreements, or whenever changes occur that could modify the work schedule, materials, methods, or results. Any contractors retained by COF will report directly to COF according to their respective agreements and COF will communicate with ICF as appropriate.

5.3. ICF and partners will update each other weekly or sooner with any changes to budgeted or non-budgeted expenses.

5.4. COF and ICF agree to cooperate and participate in any required and/or appropriate communications with the COF city council, subject to applicable regulations.

6. Dispute resolution

6.1. In the event of significant dispute, ICF will utilize Peacemaking principles and relationship with the mountain, plants, animals, inclusive of all14 Indigenous nations who revere the mountain as well as other Indigenous and non-Indigenous relatives and traditions.

6.2. ICF understands COF is subject to applicable federal, state, and local regulations and ICF agrees that any significant dispute involving COF that cannot be resolved informally after reasonable efforts by the parties is subject to resolution by a court of competent jurisdiction applying applicable Arizona law.

7. Confidentiality

7.1. All specifics of bidding and budgets will be held in confidence among the working group, except information that is required by law to be made public pursuant to all federal, state and local laws regarding procurement and purchasing for the COF. ICF understands and agrees that information provided to COF may be subject to disclosure under applicable public records laws.

7.2. ICF will determine and advise COF on any cultural words or actions that need to be held in confidence, subject to the limitations of Section 7.1.

8. Non-Binding Legal Status and Termination

8.1. The MOU will automatically terminate upon the execution of a lease and/or license to ICF for the FMB and/or TPA outdoor space as generally defined in Exhibit A.

8.2. The parties understand that this MOU is non-binding under COF Charter and City Code and may be terminated by: (1) agreement of the parties; (2) by COF with 180 day notice to ICF.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding in good faith.

INDIGENOUS CIRCLE OF FLAGSTAFF	CITY OF FLAGSTAFF
By: _____	By: _____
Title: _____	Title: _City Manager_____
Date: _____	Date: _____
	Attest:
	_____
	City Clerk
Approved as to form:	Approved as to form:
_____	_____
By:	City Attorney

Exhibit A

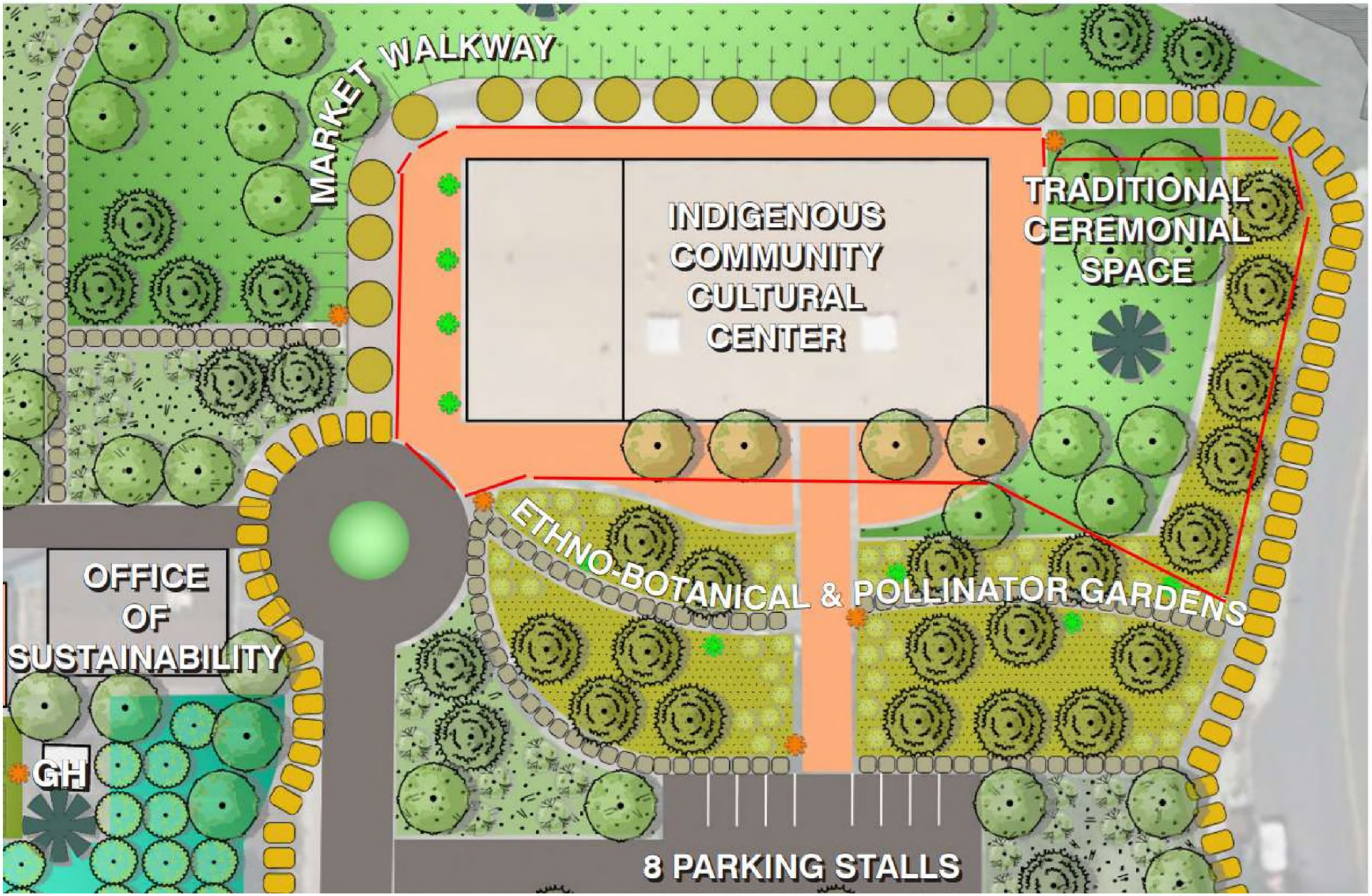
ArcGIS Web Map

0 50 100 200 300 400

ft

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

3/22/2026 8:11 PM


MARKET WALKWAY
INDIGENOUS COMMUNITY CULTURAL CENTER
TRADITIONAL CEREMONIAL SPACE
ETHNO-BOTANICAL & POLLINATOR GARDENS
OFFICE OF SUSTAINABILITY
GH
8 PARKING STALLS

THORPE PARK ANNEX

FINAL CONCEPT

POTENTIAL FUTS ALIGNMENT

RELOCATION OF THORPE BARK PARK

45 PARKING STALLS

MARKET WALKWAY

OUTDOOR FLEX SPACE

INDIGENOUS COMMUNITY CULTURAL CENTER

TRADITIONAL CEREMONIAL SPACE

ETHNO-BOTANICAL & POLLINATOR GARDENS

OFFICE OF SUSTAINABILITY

INDOOR BASKETBALL HALF COURTS

COMMUNITY GARDEN

GH

SKATE PARK & PUMP TRACK

8 PARKING STALLS

0 40 80 120 feet

1" = 40'

NORTH

LEGEND:

- Native Pollinator Gardens
- Native Revegetation Gardens
- Orchard
- 15’ Path
- 10’ Path
- 5’ Path
- Gathering Space
- Bench/Table
- Interpretive Signage

Six Pickleball courts will be located at the current Thorpe Bark Park.

Re-examine the skatepark/pumptrack location.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-15 and Ordinance No. 2026-10: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk, entitled "PZ-26-00018 - Data Centers" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Staff Presentation
2. Public Comment
3. Close Public Hearing

Executive Summary:

City's request to modify Zoning Code provisions in Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.050: Industrial Zones, Table 10-40.30.050.B: Industrial Zones - Allowed Uses, to add the Data Center land use, Division 10-40.60: Specific to Uses to add specific standards for Data Centers, and Chapter 10-80: Definitions to add a definition for Data Center.

Financial Impact:

There are no anticipated financial impacts affiliated with the propoposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Previous Council Decision or Community Discussion:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Background and History:

The purpose of the proposed amendment is to address community concerns in relation to Data Center land uses and ensure that appropriate mitigation measures are provided for a land use that is already permitted under the general category of Heavy General Industrial with specific use standards. Based on feedback received at the Planning & Zoning Work Session on March 11, 2026, staff has prepared two drafts of the proposed amendment. Proposal #1 includes adding a specific land use category called Data Center with specific use standards as described below:

- Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.050: Industrial

Zones, Table 10-40.30.050. B.: Industrial Zones – Allowed Uses – is amended to add Data Center as a primary land use in the Heavy Industrial (HI) and Heavy Industrial Open (HI-O) zones with the issuance of a Conditional Use Permit.
- Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses – is amended to add Section 10-40.60.145: Data Center specific use standards.

General Requirements.

1. Development Sites shall be designed in accordance with Division 10-30.60: Site Planning Design Standards.
2. Buildings shall be designed to reduce perceived mass through architectural articulation, variation in façade materials, or modulation of building planes as required in Division 10-50.20: Architectural Design Standards.
3. Mechanical, electrical, and cooling equipment shall be fully enclosed or screened from view from rights-of-ways and adjacent properties.
4. Outdoor storage of equipment or materials shall be prohibited, except during permitted construction or maintenance activities.
5. A minimum 200-foot setback should be provided from a property line abutting a residential use or residential zoning district.
6. Perimeter fencing, if provided, shall be decorative and integrated with site landscaping.
7. Noise generated by all on-site operations, including cooling equipment and generators, shall not exceed a maximum outdoor dBA of 60 dBA / 70 dBC during the daytime (7 a.m. to 10 p.m.) and 50 dBA / 60 dBC during the nighttime (10 p.m. to 7 a.m.) at the property line. Sound attenuation walls shall be provided on any property line abutting a residential use or residential zoning district.
8. Generator and generator use must be in compliance with all applicable state and federal regulations. If a Data Center uses diesel generators, only tier IV or newer generators are permitted. Backup generators shall be used solely for emergency operations, testing, and maintenance, and shall not serve as a primary power source. Generator testing shall be limited to daytime hours and scheduled to minimize impacts on adjacent uses.
9. Fuel storage and handling shall comply with all applicable fire, building, and environmental regulations.
10. All mechanical cooling systems shall utilize a closed-loop configuration.
11. Cooling towers, chillers, and related equipment shall be screened and designed to minimize noise, plume visibility, and visual impacts.
12. Hazardous materials shall be limited to those necessary for operation and shall be stored and handled in accordance with applicable regulations.
13. Data centers shall not emit smoke, dust, odors, or vibration detectable beyond the property boundary, except during emergency generator operation.
14. Data Centers that have ceased operations for a continuous period of 12 months shall be considered abandoned and must be decommissioned. Within 90 days of the end of operations, the owner or operator shall submit a decommissioning plan to the City for review and approval. Decommissioning must be completed with 12 months of abandonment and shall include
    1. Removal of all equipment, structures, and above-ground facilities; and
    2. Proper disposal of any hazardous materials in accordance with applicable state and federal regulations; and
    3. Restoration of the site to a safe, stable condition, including grading and seeding of disturbed areas.

Conditional Use Permit Application Requirements.

1. A baseline noise study establishing existing noise levels prior to project construction including a Low-Frequency Noise Impact Report prepared by a licensed acoustical engineer including a noise contour exhibit depicting the anticipated noise levels (including low frequency noise) to be generated by the Data Center.
2. An assessment of current and future energy needs for the site.
3. Identification of the energy source(s) for the proposed Data Center and documentation from the utility provider(s) affirming sufficient power exists to serve the site. The applicant must include an estimate of annual energy consumption over all phases of the project, expected peak demand, and the percentage of energy demands that will be met by carbon-free energy, during each year of project operations. The use of 100% renewable energy for all data center energy needs is preferred and is attainable through methods including but not limited to on-site generation, virtual power purchase agreements, and purchasing RECs through electric utility providers.
4. An estimate of peak day and annual water consumption and wastewater discharge for the site.
5. Identification of the source of water for the proposed Data Center and documentation from the water utility

provider affirming sufficient water resources to serve the Data Center. A Water and Sewer Impact Analysis (WSIA) must be approved by the Water Services Division. The use of 100% non-potable and/or recycled water for all data center needs is preferred.
6. Identification and concentration of constituents in the wastewater stream that may have negative effects on the Publicly Owned Treatment Facility.
7. A narrative that describes how the proposed Data Center will comply with each of the requirements of this section.

- Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.040: Definitions "D" – to add Data Center definition.

Data Center: A facility or portion of a building used to house computer systems, servers, and associated infrastructure for the storage, processing, management, or distribution of digital data. Data centers may include equipment for power distribution, backup power generation, cooling, fire suppression, and security.

Exceptions. Data Centers that are ancillary to another primary land use are permitted by right in all zones if they occupy no more than ten percent of the building footprint, are used to serve the enterprise functions of the primary land use and are not housed in a separate stand-alone structure on a parcel.

Proposal #2 amends existing land use definitions and provides a new definition of Data Center to prohibit Data Centers as a primary land use in the City of Flagstaff as described below:

- Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.040: Definitions "D" – to add Data Center definition.

Data Center: A facility or portion of a building used to house computer systems, servers, and associated infrastructure for the storage, processing, management, or distribution of digital data. Data centers may include equipment for power distribution, backup power generation, cooling, fire suppression, and security. Data Centers as a primary use are not permitted in the City of Flagstaff. Data Centers that are ancillary to another primary land use are permitted by right in all zones if they occupy no more than ten percent of the building footprint, are used to serve the enterprise functions of the primary land use and are not housed in a separate stand-alone structure on a parcel.

- Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.090: Definitions "I", Section 10-80.20.160: Definitions "P", Section 10-80.20.180: Definitions "R" – to exclude Data Centers from the Heavy General Industrial, Light General Industrial, Public Facility, and Research and Development definitions.

A Zoning Code Text Amendment shall be evaluated based on the following findings:
A. Finding #1:
The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
Flagstaff Regional Plan 2030
Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
Policy E&C.2.1. Encourage the reduction of all energy and material consumption.
Policy E&C.2.2. Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.
Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.
Policy E&C.8.1. Establish location-appropriate sound management tools with measurable criteria.
Policy E&C.8.2. Evaluate land uses and transportation proposals for their potential noise impacts.
Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.
Policy WR.3.1. Work together with regional partners to address regional human and environmental water needs.
Policy WR.3.2. Favor low-water consuming businesses and industries over water intensive uses.
Policy WR.3.3. Integrate sound water conservation and reuse systems into new and updated public facilities.
Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.
Goal E.1. Increase energy efficiency.
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.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.
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.1.8. Incorporate alternative energy conservation and renewable energy systems in applicable codes.
Policy E.1.9. Develop standards and guidelines to guide builders, architects, and developers toward optimal building, water use, and energy performance.
Goal E.2. Expand production and use of renewable energy.
Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.
Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.
Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.
Policy LU.16.5. Consider all health impacts on the community in the design of new industrial uses, such as wastewater treatment, traffic safety, noise, and other impacts.
B. Finding #2
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed Data Center land use is limited currently to the Heavy Industrial and Heavy Industrial Open zones with the oversight of a Conditional Use Permit. Additionally, specific use standards are created for the purposes of offsetting any potential negative impacts. The second proposal would specifically exclude the Data Center land use.
C. Finding #3
The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The amendments are internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. The amendments maintain the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Connection to PBB Priorities and Objectives:
Achieve a well-maintained community through comprehensive & equitable code compliance, & development is compatible with community values.

Connection to Regional Plan:
Flagstaff Regional Plan 2030
Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
Policy E&C.2.1. Encourage the reduction of all energy and material consumption.
Policy E&C.2.2. Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.
Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.
Policy E&C.8.1. Establish location-appropriate sound management tools with measurable criteria.
Policy E&C.8.2. Evaluate land uses and transportation proposals for their potential noise impacts.
Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.
Policy WR.3.1. Work together with regional partners to address regional human and environmental water needs.
Policy WR.3.2. Favor low-water consuming businesses and industries over water intensive uses.
Policy WR.3.3. Integrate sound water conservation and reuse systems into new and updated public facilities.
Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.
Goal E.1. Increase energy efficiency.
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.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.
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.1.8. Incorporate alternative energy conservation and renewable energy systems in applicable codes.

Policy E.1.9. Develop standards and guidelines to guide builders, architects, and developers toward optimal building, water use, and energy performance.
Goal E.2. Expand production and use of renewable energy.
Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.
Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.
Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.
Policy LU.16.5. Consider all health impacts on the community in the design of new industrial uses, such as wastewater treatment, traffic safety, noise, and other impacts.

Connection to Carbon Neutrality Plan:
Encourage sustainable consumption.

Connection to 10-Year Housing Plan:
This amendment has no connection to the 10-Year Housing Plan.

Connection to Division Specific Plan:

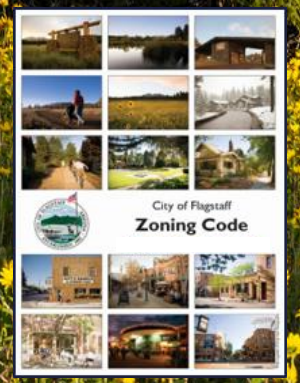
Attachments: Presentation
Public Comment - Round 1
Public Comments - Round 2

Zoning Code Amendment
Chapters 10-40 & 10-80
Data Center Land Use

PZ-26-00018

City Council May 5, 2026

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Data Center Land Use

Existing Allowances for Data Centers

- Data Centers are not a specifically listed land use
- Data Centers would fall under the definition Heavy General Industrial land use.
- Heavy General Industrial land uses are permitted by right in:
  - Heavy Industrial (HI) zone
  - Heavy Industrial Open (HI-O) zone
- And are permitted with a Conditional Use Permit in:
  - Light Industrial (LI) zone
- No specific use standards apply to Heavy General Industrial uses.

City's Proposed Zoning Code Text Amendment

Overview of Case reviewed by the Planning & Zoning Commission

- Staff proposal would allow Data Centers with a Conditional Use Permit (CUP) in the Heavy Industrial and Heavy Industrial Open zones only subject to specific development standards.
- Planning & Zoning Commission in a work session suggested modifications to the staff proposal and requested staff prepare a second proposal that would prohibit all Data Centers in the City of Flagstaff.
- To meet the already noticed public hearing schedule, staff prepared the modifications, and second proposal as requested within a condensed timeframe.
- At their meeting on March 25, 2026 the Planning & Zoning Commission voted 4-3 to recommend the City Council approve the second proposal prohibiting Data Centers with one vote as an abstention.

Data Center Land Use

City's Proposed Zoning Code Text Amendment

Staff requests to close the public hearing and allow for a comprehensive evaluation of the potential implications of a complete ban on data centers within the City of Flagstaff.

Staff will conduct extended public outreach, work sessions with both the Planning & Zoning Commission and City Council and will return later this year with a Data Center zoning code text amendment.

From: CD P and Z Commission
Sent: Wednesday, March 11, 2026 4:03 PM
To: Tiffany Antol
Subject: FW: Are you actually considering data centers?

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Christine Kirby <Christine.Kirby@nau.edu>
Sent: Wednesday, March 11, 2026 10:24 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Are you actually considering data centers?

I am very concerned at the notice of a hearing for data centers in the beautiful high desert city of Flagstaff. The high desert, isn't an adjective here—it is a clue that we don't have the water to support such an inhuman, environmentally devastating, energy sucking, health impacting, poorly projected data center—construction, destruction, and no benefit for Flagstaff!! Flagstaff is about the outdoors and the people here, not dystopian futures. Please DO NOT allow such a devastating system to come here—as it will negatively impact the people, the environment, and Flagstaff's reputation as a healthy outdoor city.

Christine Kirby, MA, PhD
Program Coordinator, SR
she/her/hers
Community Health and Engaged Research (CHER)
PO Box 4065
Building 56, Suite 148
Flagstaff, AZ 86011-4065

Need help with your research?
Help is available here!
"Northern Arizona University sits at the base of the San Francisco Peaks, on homelands sacred to Native Americans throughout the region. We honor their past, present, and future generations, who have lived here for millennia and will forever call this place home."

From: CD P and Z Commission
Sent: Wednesday, March 11, 2026 4:03 PM
To: Tiffany Antol
Subject: FW: Data center zoning code comment

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Hannah Kolus <hannahkolus@gmail.com>
Sent: Wednesday, March 11, 2026 12:35 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Data center zoning code comment

To Whom it May Concern,

I'm alarmed that Flagstaff is considering modifying its zoning codes to allow for data centers. I'm concerned about the potential impacts on water supply and air quality as a result of allowing data center expansion here.

Water supply: Data centers use significant amounts of water for cooling purposes. I understand that water requirements vary based on data center size and design, but even at the lower end of the range, they're heavy water users. Flagstaff's water supply is already constrained, and the West continues to get drier as climate change worsens - I read an article just this morning about looming cuts to AZ's water allotment from the Colorado River. As a Flagstaff resident, I'm concerned about the city's long-term water supply even at current levels of water demand. Why are we considering bringing in new industry that will further strain and deplete critical resources?

Air pollution: Some data centers are deploying behind-the-meter generation for power, because it's faster than waiting for utilities to plan and deploy new grid capacity and infrastructure upgrades required to connect data centers (high energy users) to the grid. A number of data centers have deployed inefficient, high polluting gas turbines to provide this behind-the-meter power. There's at least one high profile case of this in Memphis, where one of xAI's data centers is using 41 gas turbines to power its facility. Local residents are deeply concerned about the resulting air pollution (namely NOx and other particulate matter), but the state went ahead and approved the generators against local residents' concerns. I don't know whether a similar situation is possible in Flagstaff based on state and local laws, but I'm concerned that greed and the desire for profits or increasing tax revenue pull in the opposite direction of residents' health and wellbeing.

Please do not add data centers to Flagstaf's zoning code. We should not open Flagstaff to the possibility of data center expansion.

Thank you,
Hannah Kolus
Senior energy analyst at Rhodium Group

From: CD P and Z Commission
Sent: Wednesday, March 11, 2026 4:04 PM
To: Tiffany Antol
Subject: FW: DATA CENTER meetings

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Heather Bostian <healyourself@aol.com>
Sent: Sunday, March 8, 2026 9:45 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Re: DATA CENTER meetings

MANY states and city's who already have DATA centers are reporting that citizens get VERY sick from the TOXIC center's emission pollution of bad air , very LOUD noises, and the most concerning FACT is the huge DRAIN of water needed to operate . We have already polluted this town with traffic and large big box buildings and too many developments causing speeders , jams, accidents , road rage, and now THIS to destroy more bees, insects, even more trees and animal life , & of course ,us , by getting even MORE super sick ,due to the 5-6 G frequency radiation towers installed everywhere since 2019.
We would be unable to sell homes to get away from it , since no one wants to live anywhere near these centers and no one will buy a home near them . Not to mention the cancer that workers / employees will suffer . THINK for once .
Do your research which clearly no one in city management , mayor or council members have done or this would not even be an issue to consider .

respectfully ,

Heather Bostian

From: CD P and Z Commission
Sent: Wednesday, March 11, 2026 4:03 PM
To: Tiffany Antol
Subject: FW: Data center zoning code comment

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
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From: Hannah Kolus <hannahkolus@gmail.com>
Sent: Wednesday, March 11, 2026 12:35 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Data center zoning code comment

To Whom it May Concern,

I'm alarmed that Flagstaff is considering modifying its zoning codes to allow for data centers. I'm concerned about the potential impacts on water supply and air quality as a result of allowing data center expansion here.

Water supply: Data centers use significant amounts of water for cooling purposes. I understand that water requirements vary based on data center size and design, but even at the lower end of the range, they're heavy water users. Flagstaff's water supply is already constrained, and the West continues to get drier as climate change worsens - I read an article just this morning about looming cuts to AZ's water allotment from the Colorado River. As a Flagstaff resident, I'm concerned about the city's long-term water supply even at current levels of water demand. Why are we considering bringing in new industry that will further strain and deplete critical resources?

Air pollution: Some data centers are deploying behind-the-meter generation for power, because it's faster than waiting for utilities to plan and deploy new grid capacity and infrastructure upgrades required to connect data centers (high energy users) to the grid. A number of data centers have deployed inefficient, high polluting gas turbines to provide this behind-the-meter power. There's at least one high profile case of this in Memphis, where one of xAI's data centers is using 41 gas turbines to power its facility. Local residents are deeply concerned about the resulting air pollution (namely NOx and other particulate matter), but the state went ahead and approved the generators against local residents' concerns. I don't know whether a similar situation is possible in Flagstaff based on state and local laws, but I'm concerned that greed and the desire for profits or increasing tax revenue pull in the opposite direction of residents' health and wellbeing.

Please do not add data centers to Flagstaf's zoning code. We should not open Flagstaff to the possibility of data center expansion.

Thank you,
Hannah Kolus
Senior energy analyst at Rhodium Group

Outlook

Fw: DATA CENTER meetings

From Heather Bostian <healyourself@aol.com>
Date Sun 3/8/2026 9:53 PM
To Council <Council@flagstaffaz.gov>

To: cdpandzcommission@flagstaffaz.gov <cdpandzcommission@flagstaffaz.gov>
Sent: Sunday, March 8, 2026 at 09:44:50 PM MST
Subject: Re: DATA CENTER meetings

> MANY states and city's who already have DATA centers are reporting that citizens get VERY sick from the TOXIC center's emission pollution of bad air , very LOUD noises, and the most concerning FACT is the huge DRAIN of water needed to operate . We have already polluted this town with traffic and large big box buildings and too many developments causing speeders , jams, accidents , road rage, and now THIS to destroy more bees, insects, even more trees and animal life , & of course ,us , by getting even MORE super sick ,due to the 5-6 G frequency radiation towers installed everywhere since 2019.
> We would be unable to sell homes to get away from it , since no one wants to live anywhere near these centers and no one will buy a home near them . Not to mention the cancer that workers / employees will suffer . THINK for once .

About the BIGGER picture , our privacy & freedom is extremely important to human rights .

> Do your research which clearly no one in city management , mayor or council members have done or this dangerous Center would not even be an issue to consider .
>
> respectfully ,
>
> Heather Bostian

Outlook

Data Centers

From pbradley@npgcable.com <pbradley@npgcable.com>
Date Wed 3/11/2026 3:38 PM
To Council <Council@flagstaffaz.gov>

Hello!

I understand that the City iis looking to modify City Zoning to regulate possible data centers.

I would like to ask that you consider completely banning data centers in Flagstaff, and work with the county to ban them in Coconino County.

Data centers are well known to be energy hogs, to use massive amounts of water, and are noisy for neighbors. In our small town, we already don't have enough water and that's likely to get worse as climate change bites further. So allowing any sort of data center here makes zero sense. I hope that you agree and will act positively to ban them from our area.

Thank you!

Paul Bradley

Concerned citizen and resident

Outlook

Keep Data Centers out of Flagstaff

From Richard Rogers <richardrogers65@gmail.com>
Date Sun 3/15/2026 9:43 AM
To Council <Council@flagstaffaz.gov>

Flagstaff City Council members:

I am writing to urge you to make (approve, propose, recommend) any necessary changes to Flagstaff zoning regulations in order to block the building of any data centers. Data centers will consume Flagstaff's limited water supplies, increase electricity prices, contribute to climate change through increased electrical use (even if they get their power from renewables, it will reduce renewable energy for others, requiring increasing reliance on fossil fuels), and further the development of AIs when we have no idea AT ALL what the implications of AI will be on culture, society, economy, politics, and the future of humanity itself.

Please protect our community--NOW!

Richard A. Rogers
2767 W Darleen Dr
Flagstaff AZ 86001

Outlook

Zoning for Data Centers

From Stefan Sommer <stefan.nazcca@gmail.com>
Date Wed 3/11/2026 7:05 PM
To CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>; Council <Council@flagstaffaz.gov>

Dear Planning and Zoning Commission and Flagstaff City Council,

I write to urge you to block the building of Data Centers (DC) in or near Flagstaff in every way you can. These DCs take two very important resources from our community that we do not have in abundance and those are WATER and ENERGY. As APS asks for another electricity rate hike in its ongoing efforts to charge more, the massive energy requirements of DCs will push the ratio of supply and demand in the wrong direction. The added drain of DCs will further boost pressure for rate hikes.

This will also make it harder for the City of Flagstaff to achieve its goal of Net Zero Emissions by 2030. Unless the DC developers build sufficient clean renewable electricity generating capacity to cover their needs it will mean higher carbon emissions.

Water is a scarce resource, and it will continue to get scarcer as Climate Change heats our region and increases evaporative loss and more variable precipitation.

So, DCs take away our water and energy resources and do not provide anything positive in return. Other communities that have had DCs built have not seen any economic benefits, but only costs (https://www.nytimes.com/2025/10/20/technology/ai-data-center-backlash-mexico-ireland.html). Some might argue that these DCs provide the benefit of AI, but is that any benefit to us? Some of the primary uses of AI are to police social media, support the creation of deep-fake misinformation, and keep track of people's personal information to sell them things they don't need. Do we really want to pay our money, water, and energy to support these kinds of Big Brother AI Data Centers to control our society? I think the answer is an emphatic NO.

Please protect our money, our resources, and our freedoms by blocking all development of DCs!

Best Wishes!

Stefan

Dr. Stefan Sommer
Director of Education (retired), NAU Merriam-Powell Center for Environmental Research
Adjunct Faculty, Center for Adaptable Western Landscapes https://www.cawl.nau.edu/
Board of Directors, Northern Arizona Climate Change Alliance www.NAZCCA.org
Editor/Author, *Spotlight on Climate*, monthly column for the AZ Daily Sun https://azdailysun.com/search/?nsa=eedition&app=editorial&d1=&d2=&s=start_time&sd=desc&l=25&t=article&q=%22Spotlight+on+Climate%22&d1=&d2=&utm_source=newsvu&utm_medium=qrcode&utm_campaign=DOK, https://www.nazcca.org/spotlight-on-climate
Executive Producer, *Spotlight on Climate Radio Show*, KSZN 101.5 FM www.RadioSunnyside.org, https://www.nazcca.org/spotlight-radio
Executive Producer, *A River Reborn: the Restoration of Fossil Creek*
Executive Producer, *Treasuring Our Natural Heritage*, https://www.youtube.com/playlist?list=PLPWo553Kk2IcohmCQ9fV3SwjMUVNLnzqT

Center for Adaptable Western Landscapes https://www.cawl.nau.edu/
Northern Arizona University

Campus Box 6077
Flagstaff, AZ 86011

C: (928) 607-2028
Stefan.Sommer@nau.edu

From: CD P and Z Commission
Sent: Wednesday, March 11, 2026 4:03 PM
To: Tiffany Antol
Subject: FW: March 11th meeting comment

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Brendan Trachsel <brendantrachsel@fastmail.com>
Sent: Wednesday, March 11, 2026 2:24 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: March 11th meeting comment

This comment is for Item 6A for the March 11th meeting.

Greetings Commision,

My name is Brendan Trachsel, a resident of Flagstaff for 6 years. I wholeheartedly oppose any data centers in the City of Flagstaff.

They have been documented to harm water quality, produce significant noise leading to health problems - including hospitalization, and are an incredibly poor use of land.

Not only would data centers be a poor use of our resources, they would not bring jobs for our community. While there are temporary jobs that come with construction, that we know will be filled with out of town workers, data centers employ very few permanent positions. This leads to extraction of and stress on our very limited resources with little investment or money kept in our community.

Foundationally, the Commission cannot meet Finding #2, that "The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City". Therefore, as this is a required finding, an amendment for this purpose cannot advance, even with the CUP requirement.

I understand that no action is being taken today, but I hope this commission goes forward knowing that this proposal does not have support from the community.

From: CD P and Z Commission
Sent: Wednesday, March 11, 2026 4:03 PM
To: Tiffany Antol
Subject: FW: On Data Centers

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Dana Kamberg <kamberg.dana@gmail.com>
Sent: Wednesday, March 11, 2026 2:54 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: On Data Centers

To the City of Flagstaff City Council + Planning and Zoning Commission,

Many cities have said yes to Data Centers and here is what we know:

- A single modern data center can use as much power as **100,000 homes**

According to IEA -- Data center electricity consumption is set to more than double to around 945 TWh by 2030.

- City Council/Planning and Zoning Commission might be seeing dollar signs- but does Flagstaff have the infrastructure to support this demand? Moreover, what of the billions of water used -- water is still a scarcity, and with climate change, one can only assume demand will heighten. "Certainly", you'll say, "the water will be recycled"-- however, Masheika Allgood, an AI ethicist who consults with municipal governments, stated **that so much water is evaporated for cooling that recycling can't replace what was lost.** "When you are cooling a data center – a significant amount of the water is evaporated during the cooling process… Even if you don't evaporate all the water, you have to treat it. You can't recycle that …."

But who needs water right? Surely not the low-income folks who will most likely be sat next to a data center -- because let's be real, everyone likes progress until it's right next to their front door -- and what an eye sore that would be next to our canyons and trails and multi-million dollar homes…

- I'm sure the City Council/Planning and Zoning Commission is thinking -- "Wow, this will bring lots of jobs", but I ask them to consider that the housing crisis in Flagstaff has yet to be resolved -- where will this new workforce live? Rent is still unaffordable for our teachers, our nurses, and doctors -- and the demand is still high -- with the average two bedroom at $1955, and roughly $1600 for a one-bedroom -- 65% of Flagstaff Households are in the low to moderate level of

income: between 55k-83k (implying joint income). Leaving rent taking at least (if not more) of half of a household's income. Flagstaff is still in their 10-year plan for housing affordability… Why exacerbate the need?

But who cares if this forces out our locals -- they were asking for too much anyway, and there are folks who'd like a second home. It's better if they'd leave -- the City Council/Planning and Zoning Commission was changing up zoning anyway.

I'm sure the City Council/Planning and Zoning Commission is thinking -- "This can't be that bad, many cities are doing the exact same thing"… but good leadership doesn't follow blindly -- it doesn't only inquire into immediate impact, it tries to foresee the repercussions 5 years, 10 years-- a generation down the line. I'd like the City Council/Planning and Zoning Commission to ask themselves, are they responsible leaders? Is deciding on something that will surely impact **all of Flagstaff** (our local wildlife, our water, our land, our resources) **within a month responsible**?

Thank you for receiving and considering my comments/questions.

--My best,

Dana Kamberg
Studio Artist
Email: kamberg.dana@gmail.com
Phone: (480)628-0183

From: CD P and Z Commission
Sent: Wednesday, March 11, 2026 4:04 PM
To: Tiffany Antol
Subject: FW: Proposed AI data center in Flagstaff

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

-----Original Message-----
From: Jill Stephenson <jillksteph@icloud.com>
Sent: Tuesday, March 10, 2026 2:51 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Proposed AI data center in Flagstaff

Commissioners,

Do we want to or need an AI data center in Flagstaff? I think there are too many proven negatives to even consider the possibility.

As of late January there were already almost 4000 data centers across the United States. At that time Arizona had 146. Why do we need more!

Studies of these centers show many negative impacts:
- they can take up valuable land, some of these campuses being the size of hundreds of football fields.

- A single, modern AI data center can use as much power as 100,000 homes. Evidence shows that the need to procure and build new energy infrastructure for data centers contribute to price increases for ratepayers. Our energy costs will rise significantly if AI centers operate as usual.

- We have limited water in our area as does much of Arizona. Data centers require huge amounts of water to cool servers. They can use from 300,000 to 5,000,000 gallons of water daily!

- Data centers rely on a constant, reliable, energy supply, which in our area would not be from renewables. The usual source is gas-fired generation, and diesel generators, which come with known health risks.
The worsened air quality not only leads to more health problems, such as asthma, heart disease, respiratory disease, etc. but also general climate deterioration. This would not positively contribute to our carbon neutrality plan goal of carbon neutral by 2030. What would the carbon footprint be?

- The noise from these facilities can reach levels that harm hearing, equivalent to that of motorcycles or jackhammers.

- We are often told that a new commercial venture such as an AI data center will bring jobs to a community. This may be true, but usually it means outsourcing the jobs not hiring community residents. The construction jobs are temporary and full-time staff ranges from only 25 to 150.

For all of the above reasons, I hope our community will discourage the idea of an AI data center in Flagstaff.

Thank you for your consideration.
Jill Stephenson
1913 E. Linda Vista Drive
Flagstaff
563-419-0391
Sent from my iPhone

From: Daniel Davis <danield@artofdoors.com>
Sent: Wednesday, March 11, 2026 11:42 PM
To: Tiffany Antol
Cc: Alaxandra Pucciarelli; Michelle J. McNulty
Subject: Re: PZ-26-00018: Data Centers Land Use

Hello again Planing and Zoning Team,

I wanted to follow up with my notes I intended to read during the work session at which I ran out of time. I do want to start off with, however my appreciation on all the work your team has put into this and will continue to put into it. I have not delved into much of the zoning codes, but have gone fairly deep into The IRC, IBC, NFPA 101, and NFPA 70 & 80. I do believe adopting appropriate codes and standards is best practice on how to keep people safe and insure where buildings are permitted to be they are built with quality, and adhere to local and national standards. My company believes in:
Our Purpose Our purpose at Art of Doors, LLC is to provide our services in a safe and efficient manner. We have a moral obligation to do what is right over what is easy!
Our Mission To set a new standard in the industry on how to provide quality doors while taking care of our customers and employees.

So needles to say the new standard in the industry we are wanting to set is one that is above expectations, and though we strive every day we still have a long way to go.

Even though my posture at the meeting started off against the current code changes it concludes with the opinion in our need to change them in the proper way. I thought I was going to have more time. I do think the initial draft is far too light, spongy and frothy. There is so much unknown with the effects of these data centers much like the effects of uranium mining before there was research, fracking, and many heavy industrial operations we don't yet have the proper data or language yet to be so light on this matter.

My notes below are from the work session:

Moratorium on Data Centers

Last week I sent an email to

Coconino County Chair Patrice Horstman and Board Vice Chair Jeronimo Vasquez.

In my letter I wrote:

"I am writing to ask that you support a moratorium on new AI data center construction in our county.

Artificial intelligence and robotics are creating the most sweeping technological revolution in the history of humanity. Data centers, the infrastructure powering the AI revolution, are popping up all across America. Big tech billionaires like Jeff Bezos and Elon Musk are investing heavily in this technology, not to make working people's lives better, but to make themselves even richer.

Communities like ours are standing up and fighting back against the big tech oligarchs and the data centers they're investing in. AI will likely have a catastrophic impact on the lives of working-class Americans, eliminating tens of millions of blue- and white-collar jobs in every sector of our economy. We cannot sit back and allow a handful of Big Tech CEOs to make decisions that will reshape our economy, our democracy and the future of humanity without public debate and democratic oversight.

Given the extraordinary speed at which AI is progressing and the potential impacts of data centers, we need a moratorium on AI data center construction to ensure that this technology works for working people, not just the big tech billionaires. I ask that you support a moratorium now for our county."

I believe this is the best approach in dealing with Data centers without making specific code adoptions. I understand the city may want to get ahead of the curve and create regulations for, when the day comes we have a strategy on how to adopt codes that make sure our community is safe and aligns with The mission of the City of Flagstaff: "to protect and enhance the quality of life for all."

I don't believe data centers are going to adhere to this mission until they can figure out how to be 100% self sustaining. Arizona cannot afford how the majority of current Data centers are operated. With major water consumption, the rise of utility costs as a result, current noise studies around allowable noise pollution vs infrasound which is still quite unknown. Infrasound is any sound below 20hz just below the human hearing range

A YouTube creator Ben Jordon recently did a video called

"Data Centers Behaving Like Acoustic Weapons "

And Thumbnail titled

"Data Centers are making you sick"

Where he travels around the country to various locations recording infrasound and does a double blind study to try to provide enough evidence to get funding for more research in his video he says:

"Being in the presence of elevated levels of infrasound has been shown to show spikes in cortisol levels which is the hormone associated with stress and hypertension. It can cause

vestibular issues leading to loss of balance, vertigo and nausea. Then there's something called viro acoustic disease which suggests that infrasound can cause abnormal growth of extracellular matrices which thickens blood vessels and reduces blood flow to the brain even long after the infrasonic exposure has been shown to cause high frequency hearing loss, shortness of breath, anxiety, depression, and it even makes your heart have to work harder to pump blood. So, it's not like this anxiety based or obsessive compulsive thing where an unpleasant feeling or an unusual situation makes you manifest symptoms.

We know that infrasound can tangibly harm your health in a very real and measurable way. And there are potentially millions of people being subjected to these low oscillations of pressure waves and not realizing it or understanding the cause of some of the aforementioned symptoms that they might be experiencing."

In closing the video Ben Jordon concludes:

"And right now is the time to have your local community and legislators set a standard for what is acceptable levels of power use, water use, air pollution, and noise and infrasound pollution."

In order to do this we need to start measuring current infrasound levels to set a baseline and set regulations on infrasound. If water consumption, power, and audible noise solutions are met then we still have what's below the audible spectrum that clearly affects people in negative ways. I understand you can't currently legally require 100% sustainable, green, off the grid and with no side effects. So this is why I think a moratorium on data centers in our greater Flagstaff area is a good solution until more data is collected and research is done. Would we allow uranium mining drilling for oil or fracking in our city limits? I think data centers deserve a different classification all together. If there is a better way to do this I'm open to other solutions.

Thank you for your time especially if you read to the end.

I look forward to your thoughts and hard work that doesn't go unnoticed.

See you guys at the next one!

"Everybody deserves beautiful well working doors."

Daniel Davis, FI
OWNER|CHIEF OPERATION
Art of Doors, LLC
danield@artofdoors.com
928-699-5097
www.artofdoors.com
2301 E 5th Ave Flagstaff, AZ 86004

AZROC 297186 CR-7
artofdoors.com
Mobile: 928-864-9339
Office: 928-864-9320

On Wed, Mar 11, 2026 at 5:40 PM Daniel Davis <danield@artofdoors.com> wrote:

> Here is the YouTube referenced in the meeting:
>
> https://youtu.be/_bP80DEAbuo?si=xQfUiUnuRLyOcCKQ

"Everybody deserves beautiful well working doors."

Daniel Davis, F
OWNER|CHIEF OPERATIO
Art of Doors, LLC
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AZROC 297186 CR-7
artofdoors.com
Mobile: 928-864-9339
Office: 928-864-9320

On Tue, Mar 10, 2026 at 9:22 AM Daniel Davis <danield@artofdoors.com> wrote:

> Good Morning Tiffany,
>
> I truly appreciate your quick response to my email, and greatly appreciate you taking the time to address my concerns.
> I look forward to seeing you guys at the work session.
>
> Thank you,
>
> Daniel A. Davis FDAI
> ART OF DOORS, LLC ROC 297186 CR-7
> (928)-864-9339
> DanielD@artofdoors.com
> Artofdoors.com
>
> On Mar 10, 2026, at 8:43 AM, Tiffany Antol <TAntol@flagstaffaz.gov> wrote:

Hi Daniel,

We do not have any current applications for data centers in the city limits. There have been a lot of conversations about Data Centers lately and we were recently asked by the Arizona League of Cities and Towns how we handle a Data Center should one submit. We realized as part of that conversation that we did not have the regulatory framework to handle this land use.

Yes, we are trying to get ahead of the curve on how we would handle data centers.

Please let me know if you need anything else.

Tiffany Antol, AICP

Zoning Code Manager

City of Flagstaff - **Planning & Development Services**

211 W Aspen Avenue

Flagstaff, AZ 86001

Phone: (928) 213-2605

Email: tantol@flagstaffaz.gov

From: Daniel Davis <danield@artofdoors.com>
Sent: Sunday, March 8, 2026 12:05 PM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>; Michelle J. McNulty <Michelle.McNulty@flagstaffaz.gov>; Tiffany Antol <TAntol@flagstaffaz.gov>
Subject: PZ-26-00018: Data Centers Land Use

Hello Planning and Zoning team!

I am writing concerning the recent planned work session to discuss changing the zoning code regarding data centers. I am interested in closely monitoring how this is handled. Before I get involved I wanted to email your team to understand the intention of the proposed changes.

Are there current plans for data centers in the city limits?

Are you trying to get ahead of the curve and be ready for when requirements arise on how to handle them?

I care deeply about our community and want to try to be sensible about anything I get involved with. I appreciate the opportunity for community involvement, and look forward to the discussion.

Thank you,

<~WRD0000.jpg>

AZROC 297186 CR-7

artofdoors.com

Mobile: 928-864-9339

Office: 928-864-9320

From: Tiffany M. Snider
Sent: Tuesday, March 17, 2026 8:24 AM
To: Michelle J. McNulty; Tiffany Antol; Lee Williams
Cc: Council
Subject: Fw: Zoning for Data Centers

Hi Team,

Here is a message from the Council inbox regarding Data Centers for your information.

Thanks,
Tiffany Snider
Executive Assistant
City of Flagstaff
(928) 213-2015

CITY OF FLAGSTAFF

From: Erin Mahan <erintmahan@gmail.com>
Sent: Tuesday, March 17, 2026 3:29 AM
To: Stefan Sommer <stefan.nazcca@gmail.com>
Cc: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>; Council <Council@flagstaffaz.gov>
Subject: Re: Zoning for Data Centers

Hello Stefan and Flagstaff decision makers,

Stefan, thank you for sharing this letter. I would like to add an additional perspective for the Flagstaff Planning and Zoning Commission and the Mayor and Council.

My name is Erin Mahan. I serve as Vice President of a global trade alliance focused on interoperability and interconnection standards for distributed renewable energy. I am currently in Europe working with smart grid laboratories and research institutes that are preparing electricity systems for large new loads associated with electrification, artificial intelligence, and digital infrastructure.

Just yesterday I had a fascinating discussion with European grid researchers about the rapid expansion of data centers and how climate-conscious jurisdictions are addressing the associated challenges. The takeaway was *not* that data centers should automatically be blocked, but that communities must establish clear requirements to ensure these facilities strengthen rather than undermine climate goals and resource security.

If data centers increase electricity demand on the existing grid and compete for scarce water resources, that is clearly problematic for communities like Flagstaff. However, if

they are required to build additional renewable capacity and fund infrastructure improvements, they could potentially accelerate clean energy deployment while protecting local residents from increased costs. Facilities must **tangibly demonstrate** how they support grid stability and land resources. Projects are increasingly expected to co-develop renewable generation or provide flexibility services to the grid rather than simply adding new demand. New facilities must participate in **waste heat reuse systems**, where excess heat from servers is captured and used to warm homes or greenhouses, turning what would otherwise be waste energy into a community resource.

Microsoft and Google facilities are now designed to operate with minimal or zero potable water for cooling. I just worked with the interconnection engineer from Caterpillar who assured me that **air-cooled or closed-loop cooling systems eliminate evaporative water loss** for most of the year. Other projects are using reclaimed wastewater instead of drinking water, of course. I wonder if a data center could also **fund a biochar pilot for Snowbowl**, to reduce their dependence on nasty wastewater that impacts nitrogen levels of the farmers underneath them.

Large technology companies are also investing in watershed restoration and water replenishment programs, committing to restore more water to local ecosystems than their facilities consume through conservation projects, aquifer recharge efforts, and agricultural water efficiency initiatives. These examples illustrate an important principle: the issue is not simply whether data centers exist, but whether they are required to operate in ways that align with community priorities.

For a community like Flagstaff, several criteria could help guide responsible decision making:

- Require developers to procure or build dedicated renewable energy capacity sufficient to cover their electricity demand
- Ensure that ratepayers are not subsidizing grid upgrades needed to support these facilities
- Require the use of non-potable or recycled water for cooling wherever possible
- Encourage cooling technologies that minimize or eliminate water consumption
- Require transparent reporting on electricity consumption, water use, and emissions impacts
- Evaluate whether projects contribute to or undermine Flagstaff's Net Zero by 2030 goals

Communities across the United States and Europe are wrestling with the same challenge: how to manage the rapid growth of digital infrastructure without placing new burdens on local residents or natural resources. For that reason, the conversation may be more productive if we shift from "block all data centers" to "only allow development that protects community resources and advances our climate goals." This framework gives policymakers clear criteria while preserving the City's ability to protect water resources, maintain electricity affordability, and uphold Flagstaff's climate commitments.

Thank you for your thoughtful consideration.
Best regards,
Erin

Erin Mahan
Board Member, NAZCCA.org
VP, Membership and Regulatory Affairs
SunSpec Alliance
+1 530-204-8172
Let's connect on Linkedin

On Thu, Mar 12, 2026 at 3:02 AM Stefan Sommer <stefan.nazcca@gmail.com> wrote:

> Dear Planning and Zoning Commission and Flagstaff City Council,
>
> I write to urge you to block the building of Data Centers (DC) in or near Flagstaff in every way you can. These DCs take two very important resources from our community that we do not have in abundance and those are WATER and ENERGY. As APS asks for another electricity rate hike in its ongoing efforts to charge more, the massive energy requirements of DCs will push the ratio of supply and demand in the wrong direction. The added drain of DCs will further boost pressure for rate hikes.
>
> This will also make it harder for the City of Flagstaff to achieve its goal of Net Zero Emissions by 2030. Unless the DC developers build sufficient clean renewable electricity generating capacity to cover their needs it will mean higher carbon emissions.
>
> Water is a scarce resource, and it will continue to get scarcer as Climate Change heats our region and increases evaporative loss and more variable precipitation.
>
> So, DCs take away our water and energy resources and do not provide anything positive in return. Other communities that have had DCs built have not seen any economic benefits, but only costs (https://www.nytimes.com/2025/10/20/technology/ai-data-center-backlash-mexico-ireland.html). Some might argue that these DCs provide the benefit of AI, but is that any benefit to us? Some of the primary uses of AI are to police social media, support the creation of deep-fake misinformation, and keep track of people's personal information to sell them things they don't need. Do we really want to pay our money, water, and energy to support these kinds of Big Brother AI Data Centers to control our society? I think the answer is an emphatic NO.
>
> Please protect our money, our resources, and our freedoms by blocking all development of DCs!
>
> Best Wishes!

Stefan

Dr. Stefan Sommer
Director of Education (retired), NAU Merriam-Powell Center for Environmental Research
Adjunct Faculty, Center for Adaptable Western Landscapes https://www.cawl.nau.edu/
Board of Directors, Northern Arizona Climate Change Alliance www.NAZCCA.org
Editor/Author, *Spotlight on Climate*, monthly column for the AZ Daily Sun
https://azdailysun.com/search/?nsa=eedition&app=editorial&d1=&d2=&s=start_time&sd=desc&l=25&t=article&q=%22Spotlight+on+Climate%22&d1=&d2=&utm_source=newsvu&utm_medium=qrcode&utm_campaign=DOK,
https://www.nazcca.org/spotlight-on-climate
Executive Producer, *Spotlight on Climate Radio Show*, KSZN 101.5 FM www.RadioSunnyside.org,
https://www.nazcca.org/spotlight-radio
Executive Producer, *A River Reborn: the Restoration of Fossil Creek*
Executive Producer, *Treasuring Our Natural Heritage*, https://www.youtube.com/playlist?list=PLPWo553Kk2IcohmCQ9fV3SwjMUVNLnzqT

Center for Adaptable Western Landscapes https://www.cawl.nau.edu/
Northern Arizona University
Campus Box 6077
Flagstaff, AZ 86011

C: (928) 607-2028
Stefan.Sommer@nau.edu

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:36 PM
To: Tiffany Antol
Subject: FW: Data Centers in Northern Arizona NO!

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

-----Original Message-----
From: Lauri Patrick <armispatrick@yahoo.com>
Sent: Wednesday, March 25, 2026 6:38 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Data Centers in Northern Arizona NO!

To whom it may concern,

I believe that there is no space in Northern Arizona for a data center. Watching communities in our country slowly running out of water to the point of dire risk, should be an eye opener for EVERYONE who lives in our community. We should be doing all we can to protect this precious resource. I am reaching to our governing body to implore you to protect our town for generations to come.

Lauri Patrick
Sent from my iPad

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:35 PM
To: Tiffany Antol
Subject: FW: No data centers in Flagstaff

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Blue Russ <rblue.russ@gmail.com>
Sent: Wednesday, March 25, 2026 6:07 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: No data centers in Flagstaff

Thank you for protecting our community from these uneccesary polluters that are massive water consumers and noisy. They fly in the face of all this community stands for, and would ruin the local economy and environment.

There should be no provision that allows them. Please put in place all available barriers/regulations to keep them away.

Thank you!

Rachel Russ
University Heights

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:34 PM
To: Tiffany Antol
Subject: FW: NO Data Centers in Flagstaff or Surrounding Areas

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: steviscott@suddenlink.net <steviscott@suddenlink.net>
Sent: Tuesday, March 24, 2026 8:06 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: NO Data Centers in Flagstaff or Surrounding Areas

Dear Councilperson and Commission,

I am concerned about the environmental impact of data centers and their need for considerable water and energy consumption. Because we live in a water-deprived area, I am concerned about the strain on our energy and water supplies should a data center be placed anywhere near our groundwater stores. While AI is coming, I do not see the need for it to be used so much and would like restriction put in place on its usage by the city and governments. If possible, please establish legal means to block data centers should they be marketed in this area.

Thank you for your consideration of my opinion.

Stephanie Hammond

Flagstaff, AZ 86004

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:34 PM
To: Tiffany Antol
Subject: FW: Data centers

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

-----Original Message-----
From: Dana Jolly <dsha1@msn.com>
Sent: Tuesday, March 24, 2026 7:36 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Data centers

Just a reminder, the city of flagstaff owns the water rights at red gap ranch but lacks the infrastructure to bring it into the city limits. Not interested I supporting any infrastructure project while current development continues. Good luck

Dana jolly

Sent from my iPad

March 24, 2026

To: City of Flagstaff Planning and Zoning Commission

From: Friends of Flagstaff's Future (F3)

Subject: Public Hearing: Zoning Code Text Amendment to add development standards for Data Centers Definitions to add a definition for Data Center, PZ-26-00018

F3 commends city planning staff who have identified that Flagstaff currently doesn't have the regulatory framework to address land use by data centers. The current gap in Flagstaff's zoning code could potentially allow for data centers to be built on lands zoned both Light Industrial (and LI-Open) and Heavy Industrial (and HI-Open), a total of over 1,000 acres.

F3 agrees that the city's zoning code must address this vulnerability as soon as possible. Data centers can put extreme pressure on communities, ecosystems, and critical resources.

Carbon Intensity

F3's believes that the carbon intensity of data centers must be considered closely by the Commission.

An estimated 56% of the fuel mix used to produce energy for data centers in the US is derived from fossil fuels Guidi et al. (2024). Guidi et al. (2024) determined that emissions from existing data centers in Arizona (2023-2024) to be between 3.28 - 6.23 million metric tons CO_2e (Carbon Dioxide Equivalent), a significant volume of greenhouse gasses. This is equivalent to the annual emissions of an estimated 711,000 to 1.35 million gasoline-powered cars. To put those numbers in perspective, 6.23 million metric tons is approximately what a large coal-fired power plant emits in a single year.

Flagstaff has declared a Climate Emergency with a goal of carbon neutrality by 2030 (Flagstaff Carbon Neutrality Plan). Allowing a carbon intensive industry such as data centers is in direct contradiction to the goals of our city.

Water Demand

Data centers require huge amounts of water to keep servers cool. Mid-sized facilities can use up to 300,000 gallons of water a day.

F3 is concerned about the potential impacts on the Flagstaff community of the use by data centers of the city's potable water and increasingly valuable reclaimed water. The Flagstaff Region continues to experience drought and concerns have been raised recently by the city about the vulnerability of our water sources, such as Lake Mary and the city's western wells, to impacts from wildfire.

The demand for water for cooling by data centers located within the city limits is likely to require additional, and perhaps significant, new water infrastructure. This demand could put a significant strain on Flagstaff's already limited financial resources for water distribution. Additionally, can Flagstaff's water treatment facilities incorporate the large amount of additional water that would come from data centers? And can the treatment facilities effectively remove any chemicals present in the water coming from data centers?

Conclusion

F3 has carefully considered the impacts of data centers with a focus on the community of Flagstaff and have concluded that this type of land use is not compatible with our city.

F3 agrees that data centers as a primary use should not be permitted in the City of Flagstaff as outlined in PZ-26-00018 Proposal 2.

However, we remain concerned that data centers that are ancillary to a primary land use may be of considerable size and require the use of large amounts of water to cool GPU equipment regardless of the 10% building footprint restriction outlined in Proposal 2. We recommend that Proposal 2 be modified to state that ancillary data centers are not permitted by right, but rather must undergo a Conditional Use Permit process that limits and monitors water use.

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:36 PM
To: Tiffany Antol
Subject: FW: data centers

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Shari Peralta <shari729@live.com>
Sent: Wednesday, March 25, 2026 6:47 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: data centers

There is a clear choice about data centers in Flagstaff – NO! None are needed here, ever! That's not what this city needs – pollution, water usage and on and on.

NO!

~Shari P.
Kachina

Tiffany Antol

From:	Alaxandra Pucciarelli
Sent:	Wednesday, March 25, 2026 3:37 PM
To:	Tiffany Antol
Subject:	FW: No Data Centers!

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Alice Bauman <ali55bauman@gmail.com>
Sent: Wednesday, March 25, 2026 12:33 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: No Data Centers!

To Whom It May Concern:

The information that is coming out about the problems surrounding data centers deserves a very hard look by the Planning and Zoning Commission.

Problems include:

1. Heavy electricity demand strains our grid and INCREASES our electricity bills.
2. Heavy water use for cooling and power generation worsens stress on already limited water supplies in Flagstaff. In fact, data centers anywhere in AZ just don't make sense.
3. Local land-use, noise, significant health problems, and air-pollution impacts. See media reports about Hood County and Granbury, TX.

Until companies come up with ways to mitigate these significant problems, they do not belong in any community.

Thank you.

Alice Bauman

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:37 PM
To: Tiffany Antol
Subject: FW: AI Data Center

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

-----Original Message-----
From: Jill Stephenson <jillksteph@icloud.com>
Sent: Wednesday, March 25, 2026 10:42 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: AI Data Center

Commissioners,
I am a Flagstaff resident. I am not a scientist, but I have enough knowledge about AI data centers to know that I am absolutely against having such a center in Flagstaff, or anywhere in Northern Arizona!

You have undoubtedly heard all the reasons against such facilities, from citizen input, Flagstaff city staff, and knowledgeable scientists. The most obvious is our shortage of water, both potable and reclaimed.
It seems you have two options, because of future state legislation. Would it be possible for Flagstaff to develop ways to limit data center feasibility as well as outright restricting any from our town? Could these restrictions be modified or rescinded if state law demanded that? Meanwhile, we would be protected from a possible climate- destroying behemoth.

I am glad you are considering all aspects of data center acceptance, and hope the city Council will do the same. As citizens of Flagstaff, we need to have our concerns acknowledged in any decision- making that could so drastically impact our lives.

Thank you for your consideration.
Jill Stephenson
563-419-0391
1913 East Linda Vista Drive
Flagstaff, AZ 86004
Sent from my iPhone

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:36 PM
To: Tiffany Antol
Subject: FW: No Data Centers In Flagstaff!!!

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Stevie Imperatrice <sdimperatrice@gmail.com>
Sent: Wednesday, March 25, 2026 8:39 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: No Data Centers In Flagstaff!!!

Hi I'm a long time Flagstaff resident and I am strongly encouraging you to not allow data centers in our community.

As we've seen data centers are one ugly and two a huge environmental hazard that use up tons of water, that of which we don't have much in Arizona. They also raise utility bills for the rest of the town and give nothing back to us in return.

Furthermore we do not want to support AI in this town, an unregulated tech that is stealing jobs, creating slop and misinformation, and stealing data from US citizens.

So I urge you to not allow data centers in Flagstaff!!!

Thank you for your time,

Stevie Imperatrice

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:37 PM
To: Tiffany Antol
Subject: FW: RE; UNNECESSARY ~ CONTROL DEVISE TOXIC DATA CENTERS

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Heather Bostian <healyourself@aol.com>
Sent: Wednesday, March 25, 2026 1:12 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: RE; UNNECESSARY ~ CONTROL DEVISE TOXIC DATA CENTERS

You will not like the Truthful / factual , well researched words coming here :
Other than complete monitoring and CONTROL over every individual and then punishment restrictions if you do anything this nefarious New World Order gov does not like ,you will get shut down , like CHINA currently does & Australia & Canada : from your bank account, from travel, from buying groceries ,from leaving your 15 min zones, no permits will be issued , ETC
So here is what MANY are totally unaware of ....We are dominated not by our own gov ,, but by the ANTI-GOYIM USA OF israeli gov , who want utter control & according to them , want EVENT 201 extermination via the NOAH HIDE law over non -Zionist humanity and all life . THE goal being their Agenda 2030 .This is THE GROUP who pushes this DATA CENTER atrocities .

THAT fact SAID , this is the newest attack on the pubic , with DATA CENTERS , to cause MORE pharma profiting cancer outbreaks with the LOUD noise , & air / water polluting effects of the CENTER . This is WELL documented at sites that are already up and running in different states .

THEN there is the HUGE usage of water , where water is already scarce .! Hence the deliberate caused fires in Nebraska to clear lands for these blemish centers . The centers use up all water while returning the water as DEAD to public , plants, animals ... Nebraska happens to have the largest source of water in the entire country ... Why is no one talking about Nebraska fires , because the same TINY HAT cult owns all the media ! Truths have to be shut up for them to march over us . ... The same thing will happen here . Prove me wrong .

Home owners anywhere near these harmful buildings or downstream from them , do suffer greatly right NOW , the property owners then try to sell their homes and no one will buy them due to the proven huge toxic effect of the unnecessary centers .

There should be NO discussion at all about these imprisoning Ai / DIGITAL ID operated centers , they are extreme deadly enemy's of freedom , independence & health .The consequences of moving forward in any manner or anywhere on any land , will be DIRE & you are warned , its now documented .
regards ~
Heather

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:38 PM
To: Tiffany Antol
Subject: FW: Data Centers

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Matt Ziegler <zmattyz@gmail.com>
Sent: Wednesday, March 25, 2026 1:31 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Data Centers

Hello,

I am writing to share my thoughts on data centers in Northern AZ. I think they take up an excessive amount of resources and ultimately I don't think they benefit our community in any significant way, certainly not enough for all the resources used.

I urge the CDP&Z Commission to consider Proposal #2 because it completely excludes primary land use for data centers on land zoned both Heavy Industrial and Light Industrial however I would like to see it modified to state that ancillary data centers are not permitted by right, but rather must undergo a Conditional Use Permit process that limits and monitors water use.

Thanks for your time.

--
Thanks,
Matthew Ziegler
Phone:928.853.4292

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:39 PM
To: Tiffany Antol
Subject: FW: Data Centers

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Tom Dresler <tdresler1@gmail.com>
Sent: Wednesday, March 25, 2026 2:44 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Data Centers

Please include the following considerations on evaluating the merits of a data center(s) in the Flagstaff area at your 3/25/26 meeting:

Consumer Reports has recently published data on the electrical power cost impacts for local communities, when a data center(s) go online. This data is nation wide and dates back to 2022.

Given our local electrical utility company (APS) is increasing electrical costs about every year, with many working middle class families struggling to pay ever increasing utility costs -- a data center is proven to exacerbate the costs. This is good for APS -- not the community.

Regarding water, it is a well documented fact that we are running out of water and data centers consume volumes of water. Also related to this, AZ just hired a high powered law firm to represent AZ water rights.

For proponents of data centers -- what exactly is it they contribute to communities and the majority of people in the community?

Thanks for your consideration,

Tom Dresler
(928) 301-0488
tdresler1@gmail.com

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:39 PM
To: Tiffany Antol
Subject: FW: Proposals for Data Centers

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Mare Schumacher <mare.insights@gmail.com>
Sent: Wednesday, March 25, 2026 2:14 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Proposals for Data Centers

Dear Planning and Zoning Commission,

I strongly disagree with both proposals. We cannot afford the loss of water, land, increased power rates and everything else that data centers would bring - even if they were only 10% of the footprint. No one has a right to have a data center here or elsewhere. Especially not in this beautiful place.

And yes, I am willing to make sacrifices in order to not have data centers.

Thank you for your consideration.

--
Mare Schumacher
480.580.5436
mare.insights@gmail.com

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:38 PM
To: Tiffany Antol
Subject: FW: Data Centers and Zoning

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Dara Marks-Marino <daramarksmarino@gmail.com>
Sent: Wednesday, March 25, 2026 2:00 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Data Centers and Zoning

Dear P and Z Commission,

Thank you for considering the risks from data centers to our community and exploring ways to improve our regulatory framework in case there are future requests to develop data centers.

Knowing that data centers have extreme impacts on both water and energy, while bringing negligible benefits to the people of Flagstaff, I strongly urge you to implement regulations that discourage development of data centers.

I believe your Proposal 2 comes close to what is right for Flagstaff, but needs to be modified to require a Conditional Use Permit that limits and monitors water use.

Thank you,

Dara Marks Marino

Of all the paths you take in life, make sure a few of them are dirt.
~John Muir

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 3:39 PM
To: Tiffany Antol
Subject: FW: Comment on Data Centers

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Rachael Costello <rey.costello23@gmail.com>
Sent: Wednesday, March 25, 2026 3:12 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Comment on Data Centers

Dear Flagstaff Planning and Zoning Committee,

I am a Flagstaff resident writing to voice my strong opposition to any proposed change in zoning that could allow for a data center in Flagstaff.

I understand the millions and billions of dollars that these centers can cost presents the illusion of prosperity, but we now have reports from the first communities to host these centers to show that these centers are not an investment in communities -- they are just another extractive industry.

Data centers are extensive water and electricity hogs. Arizona does not have the water resources to host data centers period. Even though there is new legislation that data centers in Arizona cannot guzzle down as much water as they please, they are still far from being sustainable or responsible for our water resources. The commission should not allow any rezoning for data centers on this point alone -- water is our most precious resource and we cannot afford to spend it recklessly.

Arizonans are already shouldering the electricity-burden of data centers. We are already paying high electricity bills for data centers around the state. Flagstaffians should not be asked to further subsidize an industry that will not give back to our community. With the current cost-of-living crisis threatening the ability for many normal folks to live in our town and make it more whole, adding higher electricity bills to our piles will not help. It will rob us of community members we deeply value who cannot afford higher bills. Furthermore, Flagstaff has not figured out its own transition to clean energy sources. Adding a huge energy guzzler that will not be sustained off of renewable energy will put our town back in our efforts to become a green city.

Whatsmore, findings show that data centers are tremendous light and noise polluters. Flagstaff is the first ever international dark sky city. This is our pride. Our natural beauty unabated by light and noise

pollution is what draws tourism - our biggest industry. Please do not rob us of our night skies, peace and quiet, and our tourism because building data centers seems attractive at this very specific point in time. The decision to pursue any changes that could allow for a data center to be built here would be myopic at best.

I urge you to signal strongly to any prospector looking to our mountain to build a data center that it is not for sale. Not now, not ever. Signal that we are not looking to be part of extractive industries whose byproducts are being used to eliminate livelihoods at massive scale, spy on our communities, and imprison immigrants and neighbors.

We do not need data centers to be economically successful. Please put your foot down. Take a breath and look to the future. A future that I (a 31 year old working professional) is going to have to live in for a long time.

Thank you.
Rachael Costello
Native Northern Arizonan, Fulbright Scholar, M.A. in Public Policy

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Wednesday, March 25, 2026 4:02 PM
To: Tiffany Antol
Subject: FW: Public Comment on Data Centers 3/25/2026

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Alec Overmann <alec.overmann47@gmail.com>
Sent: Wednesday, March 25, 2026 3:56 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Public Comment on Data Centers 3/25/2026

I'd like to begin by expressing my appreciation for the city staff's thoughtful work in identifying and addressing this gap in our zoning code. This is an important issue, and I'm grateful for the care that has gone into developing these proposals and the opportunity to speak on them. Data centers are fundamentally incompatible with our community. Flagstaff has made a commitment to carbon neutrality by 2030, and we are already facing real constraints on our limited and precious water resources. Allowing this type of development without strict controls would directly undermine those priorities. With this in mind, I support Proposal #2, particularly with the inclusion of additional Conditional Use Permit requirements. Ensuring that ancillary data centers undergo the Conditional Use Permit process so the city can monitor and limit the water that data centers would use. I also support Proposal #2 because it completely prohibits data centers as a primary land use in both Heavy Industrial and Light Industrial zones. That kind of clear boundary is exactly what we need. Without this zoning code, we risk opening the door to development that we cannot sustain, will damage our local environment and our beloved communities here in Flagstaff. Thank you.

Alec "Ace" Overmann

Tiffany Antol

From: Alaxandra Pucciarelli
Sent: Thursday, March 26, 2026 8:34 AM
To: Tiffany Antol
Subject: FW: Proposals for Data Centers

This email came after the meeting and is addressed to another public commenter.

Alaxandra Pucciarelli
Current Planning Manager
Planning and Development Services | City of Flagstaff
211 W. Aspen Avenue | Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

-----Original Message-----
From: LUIS FERNANDEZ <ferluis@aol.com>
Sent: Wednesday, March 25, 2026 6:42 PM
To: Mare Schumacher <mare.insights@gmail.com>
Cc: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Re: Proposals for Data Centers

Dear Planning and Zoning Commission,

I am writing in dismay regarding any proposal for a data center in Flagstaff. It is well documented that data centers can lead to increase in energy demand and higher electricity bills, while contributing to climate change. They contribute to water pollution and property devaluation.

Further, our city contributing to data centers at a time when the government seems to be collecting too much information and turning them on citizens seems like the wrong thing for Flagstaf. I am willing to assume that thousands here will agree and find this idea troubling, to say the least. I am willing to volunteer to get people out to speak about this issue.

Thank you for your consideration.

Luis Fernandez

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Kittleson, Customer Service Director

Co-Submitter: Rick Tadder

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-19 and Ordinance No. 2026-11: a resolution declaring as a public record that certain document filed with the city clerk and entitled "2026 Short-Term Rental Code Updates; and an ordinance amending the Flagstaff City Code, Title 3 Business Regulations, but adopting by reference that certain document entitled "2026 Short Term Rental Code Updates"; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the May 5, 2026 Council Meeting:
1) Read Resolution No. 2026-19 by title only
2) City Clerk reads Resolution No. 2026-19 by title only (if approved above)
3) Read Ordinance No. 2026-11 by title only for the first time
4) City Clerk reads Ordinance No. 2026-11 by title only (if approved above)

At the May 19, 2026 Council Meeting:
5) Adopt Resolution No. 2026-19
6) Read Ordinance No. 2026-11 by title only for the final time
7) City Clerk reads Ordinance No. 2026-11 by title only (if approved above)
8) Adopt Ordinance No. 2026-11

Executive Summary:

The City of Flagstaff has monitored and regulated short-term rentals (STRs) since 2020. Staff is recommending key changes to more closely align with state law regulatory options and to address ongoing compliance challenges. These include increasing the license fee to the state maximum of $250, requiring liability insurance and background checks, implementing fire safety requirements, and updating neighborhood notification requirements. A 60-day Notice of Proposed New Rates/Fees for Short-Term Rental License Fee and accompanying report was posted on the City website on March 18, 2026.

Financial Impact:

Proposed Fee Increase:
The ordinance increases the annual license fee to $250. The City anticipates approximately 1,100 STRs will receive licenses annually. The full cost recovery amount would be approximately $270 per license ($297,000 ÷ 1,100); however, the maximum rate allowable per statute is $250. This increase will generate additional revenue of approximately $71,500 annually.

Other City Code changes do not have a financial impact.

Policy Impact:

Increase regulation of short-term rentals within state regulatory authority.

Previous Council Decision or Community Discussion:

- April 23-24, 2020: Council directed staff at budget retreat to purchase Short-Term Rental monitoring technology.
- November 3, 2020: Council adopted Ordinance 2020-27 to establish the Short-Term Rental code.
- May 9, 2023: Council discussed Short-Term Rental code updates.
- July 3, 2023: Council adopted Ordinance 2023-16 for Short-Term Rental code and established an initial fee of $175.

Options and Alternatives to Recommended Action:

1. Adopt the ordinance and resolution as proposed.
2. Adopt the STR Fee increase and amend the STR code recommendations.
3. Do not adopt the ordinance and resolution.

Background and History:

Summary of Changes

The ordinance amends City Code Chapter 3-12 (Short-Term Rentals) and Chapter 3-10 (User Fees) to:

1. Definitions: Amends the definition of a "STR" to clarify it does not include a unit used for a nonresidential use (similar to existing language in the prohibited uses section of the code and conforming with state law). Adds definition of a "special event" as an event which requires a temporary use permit (on private property) or special event permit (on city property), for purposes of STR licensing.
2. Neighborhood Notifications: Aligns requirements with state law (A.R.S. § 9-500.39), which requires notification only before the first rental or when emergency contact information changes. Notification is limited to adjacent properties, not all surrounding neighbors. The City's STR mapping system provides ongoing public notification.
3. License Fee: Increases the annual fee from $185 to $250, the state law maximum.
4. Prohibited Uses: Adds provision from state law which allows the City to require that the STR owner reside on the property if there is an accessory dwelling unit (ADU) on the property that was issued a certificate of occupancy on or after September 14, 2024.
5. Insurance: Requires $500,000 minimum liability insurance or advertising through an online marketplace that provides equivalent coverage (state law maximum).
6. Background Checks: Requires owners or online marketplaces to conduct sex offender background checks on booking customers.
7. Posted Notice Requirements: Updates required postings to include winter parking restrictions, fire restrictions, solid waste collection information, and human trafficking hotline. Removes the STR complaint hotline (complaints are now filed online).
8. Fire Safety Requirements: Adds requirements for smoke alarms, carbon monoxide detectors, fire extinguishers, and clear egress paths consistent with residential building codes and hotel requirements.
9. Fire Watch During Restrictions: Requires owners to disable grills and fire sources during Stage 2 or higher fire restrictions to address documented issues with visitors being unfamiliar with local fire restrictions.

Key Considerations:

State Law Alignment: The proposed changes align with Arizona Revised Statutes § 9-500.39, which defines a STR, establishes the maximum license fee ($250), allows cities to require the owner of a STR to reside on the property where there is a new accessory dwelling unit, permits insurance requirements ($500,000 minimum), and allows background check requirements.

Definitions: Updates definition of STR to clarify it excludes a unit used for a nonresidential use per state law. Also, adds a definition of a "special event" as this is not defined by state law for purposes of STR licensing, to include an event requiring a temporary use permit (on private property) or special use permit (on city property).

Neighborhood Notifications: State law limits mandatory notification to properties immediately adjacent, across, and diagonally across from STRs, and only requires notification before the first rental or when emergency contact changes. This may result in inadequate neighbor awareness. The City's public STR mapping system provides comprehensive ongoing notification to all interested parties.

Accessory Dwelling Units: State law allows cities to require a STR owner to reside on site if there is an ADU with a certificate of occupancy issued on or after September 14, 2024 located on the property. Having the owner reside on site may help preserve local housing supply and with site control.

Fire Safety Justification: The wildfire risk in the Flagstaff area, combined with documented instances of STR guests being unfamiliar with or ignoring fire restrictions, justifies the requirement for owners to disable fire

sources during Stage 2 or higher restrictions. The fire safety equipment requirements (smoke alarms, CO detectors, fire extinguishers, egress) are standard requirements for new residential construction and hotels.
Insurance Requirement: Most Arizona cities require STR insurance. AirBNB and VRBO each offer insurance for units advertised through their platforms (VRBO has a deductible). Standard homeowners' insurance does not cover STR use.
Background Check Requirement: Most Arizona cities require background checks for STR guests. The requirement is satisfied if the online marketplace (such as AirBNB or VRBO) performs the background check.

History

- 2016: Arizona SB 1350 preempted municipalities from prohibiting short-term rentals.
- 2019: The Flagstaff City Council expressed interest in regulating STRs but lacked regulatory authority under state preemption.
- April 2020: Council directed staff at the budget retreat to purchase STR monitoring technology to track STR activity in Flagstaff.
- September 2020: Council approved a contract with LodgingRev for STR monitoring software to identify STR properties and monitor compliance.
- January 2021: The City began requiring STR registration, though regulatory authority remained limited. At this time, 573 properties were identified as operating STRs in Flagstaff.
- February 2022: STR monitoring identified 750 properties operating as short-term rentals, representing 31% growth from January 2021.
- July 2, 2022: Arizona SB 1168 was signed into law, granting municipalities authority to require STR licensing and establish regulations for health, safety, and welfare purposes.
- October 11, 2022: Council directed staff to develop an STR licensing system utilizing the new state authority.
- April 2023: STR inventory reached 1,045 properties, representing 39% growth from February 2022.
- July 2023: Council adopted Ordinance No. 2023-20 establishing the STR licensing program with an initial license fee of $175. The ordinance included requirements for licensing, neighbor notification, emergency contacts, and enforcement provisions.
- October 2024: The City transitioned from LodgingRev to Deckard/Rentalscape for STR monitoring services.
- September 2024: A new state law became effective, adding A.R.S. § 9-461.18, which requires municipalities to allow for construction of accessory dwelling units (ADUs), and amending A.R.S. § 9-500.39 to allow municipalities to require a STR owner to reside on the property that contains an ADU with a certificate of occupancy was issued after September 14, 2024.
- Current Status (2026): The City's monitoring system has identified 1,119 STRs operating in Flagstaff. Of these, 1,055 have current or expired licenses, representing approximately 94% compliance with licensing requirements. The City's STR monitoring software maps all licensed STR locations and provides emergency contact information on a public webpage, serving as an effective ongoing neighborhood notification system.

Connection to PBB Priorities and Objectives:
• Safe and Healthy Community

Connection to Regional Plan:
Regional Plan Goal LU.7: Support tourism and visitor services while protecting residential character.

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
Protect 1.1: Advocate to the State of Arizona to allow greater local control of vacation rentals and second homes. There are many references to Short-Term Rentals in the 10-Year Housing Plan

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Attachments: Res. 2026-19
2026 STR Code Updates
Ord. 2026-11

Short-Term Renal Fee Report
Presentation

RESOLUTION NO. 2026-19

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED *"2026 SHORT-TERM RENTAL CODE 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 update its short-term rental regulations.

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 Short-Term Rental Code 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 19th day of May, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A: 2026 Short-Term Rental Code Updates

2026 SHORT-TERM RENTAL CODE UPDATES

The Flagstaff City Code, Title 3 Business Regulations, Chapter 3-12 Short-Term Rentals is hereby amended by amending Sections 3-12-001-0004 License Application, 3-12-001-0007 Prohibited Uses, 3-12-001-0008 Advertisements, 3-12-001-0009 Posting on the Property, 3-12-001-0010 Neighbor Notifications, and adding new sections 3-12-001-0011, 3-12-001-0012, and 3-12-001-0013 to read as follows (additions are shown in capitalized, underlined text, and deletions are shown as stricken):

CHAPTER 3-12
SHORT-TERM RENTALS

SECTIONS:

3-12-001-0001 PURPOSE

3-12-001-0002 DEFINITIONS

3-12-001-0003 LICENSE REQUIRED

3-12-001-0004 LICENSE APPLICATION

3-12-001-0005 LICENSE TERM, RENEWAL

3-12-001-0006 EMERGENCY POINT OF CONTACT

3-12-001-0007 PROHIBITED USES

3-12-001-0008 ADVERTISEMENTS

3-12-001-0009 POSTING ON THE PROPERTY

3-12-001-0010 NEIGHBOR NOTIFICATION

3-12-001-0011 ~~RESERVED~~ INSURANCE REQUIRED

3-12-001-0012 ~~RESERVED~~ BACKGROUND CHECKS REQUIRED

3-12-001-0013 ~~RESERVED~~ PUBLIC SAFETY AND PROTECTION OF PROPERTY

3-12-001-0014 LICENSE SUSPENSIONS

3-12-001-0015 PENALTIES FOR VERIFIED VIOLATIONS

3-12-001-0016 ENFORCEMENT

3-12-001-0017 HEARING PROCEDURES

3-12-001-0001 PURPOSE

The purpose of the short-term rental (STR) regulations is to protect the health, safety, and welfare of the community and visitors. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0002 DEFINITIONS

For purposes of this chapter:

"City business day" means a day that City Hall is open for business.

"Emergency point of contact" means the owner or individual designated by the owner to: (1) serve as the local twenty-four (24) hour emergency point of contact for the short-term rental; and (2) respond to complaints and emergencies relating to the short-term rental in a timely manner.

"Nonresidential use" means any use that is not permitted in a residentially zoned district of the City.

"Online lodging marketplace" has the same meaning prescribed in A.R.S. Section 42-5076 and generally means a person that provides a digital platform for compensation through which an unaffiliated third party offers to rent lodging accommodations in this State to an occupant, including a transient.

"Online lodging operator" has the same meaning as prescribed in A.R.S. Section 42-5076 and means a person that is engaged in the business of renting to an occupant, including a transient as defined in A.R.S. Section 42-5070, any lodging accommodation in this State offered through an online lodging marketplace.

"Owner" means any person who, alone or with others, has title or interest in a property, dwelling unit, or portion thereof, with or without actual possession of the short-term rental.

"Owner's designee" means any person or persons with the charge, care, or control of any property, dwelling unit, or portion thereof and includes the "emergency point of contact."

"Person" means any individual, public entity, firm, corporation, partnership, limited liability company, trust, association, or any other entity of any kind.

"Short-term rental" or "STR" means:

A. Any individually or collectively owned single-family or one (1) to four (4) family house or dwelling unit, accessory dwelling unit, or any unit or group of units in a condominium or cooperative that is also a transient public lodging establishment or owner-occupied residential home offered for transient use if the accommodations are not classified for property taxation under A.R.S. Section 42-12001. A short-term rental shall also include a dwelling unit in a multiple-family development offered for rent as transient lodging. Each unit that is separately leased is an STR.

B. A STR DOES NOT INCLUDE A UNIT THAT IS USED FOR ANY NONRESIDENTIAL USE, INCLUDING RETAIL, RESTAURANT, BANQUET SPACE, EVENT CENTER, OR ANOTHER SIMILAR USE, OR ANY USE THAT REQUIRES AN EVENT PERMIT OR LICENSE. A short-term rental does not include a timeshare managed pursuant to A.R.S. Section 33-2201 et seq.

“SPECIAL EVENT,” FOR PURPOSES OF THIS CHAPTER, MEANS ANY EVENT THAT REQUIRES A TEMPORARY USE PERMIT (FOR USE OF PRIVATE PROPERTY), OR A SPECIAL EVENT PERMIT (FOR USE OF CITY PROPERTY).

"Transaction privilege tax license" is the license issued by the State of Arizona pursuant to A.R.S. Title 42.

"Transient" means any person who either at the person’s own expense or at the expense of another obtains lodging space or use of lodging space on a daily or weekly basis, or any other basis for less than thirty (30) consecutive days.

"Verified violation" means a final adjudication finding of guilt or civil responsibility for violating any State law or City Code provision relating to a purpose prescribed in A.R.S. Section 9-500.39(B) or (K) that has been finally adjudicated (a final decision of a court or administrative hearing officer with no further right of appeal).

"Written notice" includes but is not limited to a written notice sent by electronic means, United States certified mail, return receipt requested, or hand delivery to the address on file for the STR. If written notice is served by electronic means, it is deemed received on the date sent. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0003 LICENSE REQUIRED

A. License Required. It is unlawful to rent or offer to rent a short-term rental (STR) without having first obtained a valid STR license issued under this chapter. A separate license is required for each STR.

B. Prima Facie Evidence. Representations or advertisements including online listings that reference the property, house or dwelling unit location within the City as available for transient lodging is prima facie evidence that an owner is offering to rent or operating an STR in the City.

C. Violations. In addition to any penalty or fine that may be imposed under Section 3-12-001-0015 (Penalties for Verified Violations), the owner shall immediately cease operations of the STR until a valid license is obtained. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0004 LICENSE APPLICATION

A. License Applications. The owner of an STR shall apply for a license on an application form supplied by the City. The City Management Services Director may require use of an online licensing system. The application must be signed by the applicant and shall contain the following information:

1. The physical address of the STR property.

2. The name, address, email address, and telephone number of the owner of the STR. If the property owner is an entity, the legal name of the entity and its state of incorporation. The owner's email address and telephone number will not be public information when the owner is not the emergency point of contact, unless disclosure is required by law.

3. The name, address, email address, and telephone number of the owner's designee, if any.

4. The name, address, email address, and twenty-four (24) hour telephone number of the individual who will serve as the emergency point of contact. The emergency point of contact shall be public information.

5. The transaction privilege tax ("TPT") license number issued for the STR by the State of Arizona, including the location code (where applicable).

6. A statement that the owner acknowledges and agrees that the owner shall comply with all applicable laws, regulations, and ordinances in operating the STR.

7. A statement that the owner and each owner designee is not a registered sex offender, has not been convicted of any felony act that resulted in death or serious physical injury, and has not been convicted of any felony use of a deadly weapon within the past five (5) years.

8. A statement that the owner shall timely complete the neighborhood notification required under Section 3-12-001-0010. AND PROVIDE: (1) THE COMPLETE ADDRESS OF EACH PROPERTY TO BE NOTIFIED; (2) THE MANNER IN WHICH THE OWNER WILL PROVIDE WRITTEN NEIGHBORHOOD NOTIFICATION.

109. A license fee in the amount established in Chapter 3-10, User Fees. The license fee is nonrefundable, shall not be prorated, and is for an entire year, regardless of whether or not the STR is operated for an entire year.

1110. Proof of lawful presence in the United States in accordance with A.R.S. Sections 1-502 and 41-1080, unless exempted by A.R.S. Section 41-1080(B).

1211. The application may request that the owner of the STR voluntarily indicate whether the STR is owner occupied.

B. License Approval. The City shall promptly issue or deny an STR license after receipt of a complete application.

C. License Denial. The City may deny an STR license for any of the following reasons:

1. The applicant failed to provide the required application information;

2. The applicant failed to pay the license fee;

3. The applicant provided false information;

4. The owner or owner's designee: (a) is a registered sex offender; (b) has been convicted of any felony act that resulted in death or serious physical injury; or (c) has been convicted of any felony use of a deadly weapon within five (5) years of submitting the application; or

5. At the time of application, the owner has a suspended license for the same STR.

D. Notice of Denial and Appeals. City Code Compliance Manager shall give written notice of the license denial of an application to the applicant. The notice shall inform the applicant of the right to appeal the denial to the City Manager within ten (10) calendar days and request a hearing pursuant to Section 3-12-001-0017 (Hearing Procedures).

E. Violations. In addition to any other penalty imposed under Section 3-12-001-0015 (Penalties for Verified Violations), the City may impose a civil penalty of one thousand dollars ($1,000.00) per month against the owner if the owner or owner's designee fails to apply for a license within thirty (30) days after receiving written notice of the failure to comply with licensing requirements. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0005 LICENSE TERM, RENEWAL

A. License Term. An STR license issued under this chapter shall be valid for one (1) year from the date of issuance unless suspended or revoked.

B. Renewal. The owner shall apply for an STR license renewal and pay a renewal license fee via the STR license account.

C. Nontransferable. An STR license is nontransferable and nonassignable.

D. License Information on File. The owner shall maintain current and accurate information in its online STR license account. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0006 EMERGENCY POINT OF CONTACT

A. Response Time. When requested by a police officer, the emergency point of contact must be on the STR premises, or be available over the phone or text, within sixty (60) minutes of the request related to an emergency that requires police response. For purposes of this section, an emergency includes but is not limited to securing a crime scene, cleanup of a biohazard, cleanup of hazardous materials, or any other circumstances requiring immediate action to protect public health and safety, or property.

B. Violations. In addition to any other penalty imposed under Section 3-12-001-0015 (Penalties for Verified Violations), the City may impose a civil penalty of one thousand dollars ($1,000.00) against the owner for every thirty (30) days the owner fails to provide or maintain current emergency point of contact information on file with the City as required by Section 3-12-001-0004(A)(4). The City shall provide at least thirty (30) days' written notice to the STR owner before imposing the initial civil penalty. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0007 PROHIBITED USES

A. Prohibited Uses. No person may use an STR for any of the following:

1. Nonresidential uses including for a special event that would otherwise require a permit or license pursuant to a City or Town ordinance or a State law or rule or for a retail, restaurant, banquet space or other similar use.

2. Housing sex offenders, sex trafficking, operating or maintaining a sober living home, selling illegal drugs, liquor control violations, producing pornography, obscenity, nude or topless dancing and other adult oriented businesses.

3. Any other use that violates applicable laws, including but not limited to local zoning, building and fire codes, CURRENT FIRE RESTRICTIONS, health and sanitation, and noise regulations.

B. AFFECT OF ACCESSORY DWELLING UNIT. THE OWNER OF A STR SHALL RESIDE ON THE PROPERTY AS THE OWNER'S PRIMARY RESIDENCE IF THE PROPERTY CONTAINS AN ACCESSORY DWELLING UNIT AND IF A CERTIFICATE OF OCCUPANCY WAS ISSUED FOR THE ACCESSORY DWELLING UNIT BY THE CITY ON OR AFTER SEPTEMBER 14, 2024.

C.~~B.~~ Prima Facie Evidence. Representations or advertisements including online listings that advertise one (1) of the prohibited uses under this section OR USE IN VIOLATION OF THIS SECTION that reference an STR located within the City is prima facie evidence that an STR is operating in violation of this section.

D.~~C.~~ Nothing herein shall be construed to prohibit a group home for persons with disabilities as allowed by the Americans with Disabilities Act. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0008 ADVERTISEMENTS

The owner shall display the City short-term rental license number on each advertisement for the STR. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0009 POSTING ON THE PROPERTY

The owner of the STR shall display a notice inside the STR within ten (10) feet of the primary entrance to the STR. The notice will INCLUDE THE FOLLOWING INFORMATION ~~read as follows~~:

NOTICE

It is unlawful to use this property for any nonresidential use, special events that otherwise require a permit or license, retail business, restaurant, event center, banquet hall or other uses prohibited by Flagstaff City Code 3-12-001-0007 (Prohibited Uses).

IT IS UNLAWFUL TO PARK VEHICLES ON CITY STREETS FROM MIDNIGHT TO 7:00 A.M. FROM NOVEMBER 1 TO APRIL 1, PER FLAGSTAFF CITY CODE SECTION 9-01-001-0003.E.7

IT IS UNLAWFUL TO USE AN OUTDOOR FIRE PIT, OPEN FLAME BARBECUE OR GRILL IN VIOLATION OF CURRENT FIRE RESTRICTIONS. SEE CITY WEBSITE FOR CURRENT FIRE RESTRICTIONS: [INSERT CURRENT WEB ADDRESS]

WASTE AND RECYCLING CONTAINERS SHALL BE PLACED CURBSIDE BY 6:00 A.M. ON THE DAY OF COLLECTION, AND SHALL BE REMOVED FROM CURBSIDE ON THE SAME DAY AS THE CONTAINER IS SERVICED, PER FLAGSTAFF CITY CODE SECTION 7-04-001-0008.D.5.

Emergency Contact: (name and phone number)

~~City Complaints Hotline #:~~

City Short-Term Rental License #:

The City Management Services Director may include additional information in the notice related to the STR or City contact information, INCLUDING BUT NOT LIMITED TO LOCAL REGULATIONS AND HUMAN TRAFFICKING HOTLINE INFORMATION. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0010 NEIGHBOR NOTIFICATION

A. Neighbor Notification. Prior to offering an STR for rent for the first time, the owner shall provide neighbor notification to each single-family residential property adjacent to the STR, directly across from the STR~~, directly behind the STR~~, diagonally across the street of the STR, ~~and diagonally behind the STR (touching a point on the adjacent STR property)~~. Prior to offering an STR located within a multifamily residential building, the owner shall provide neighbor notification to residents on the same building floor as the STR~~, and the units directly above and below the STR~~. The neighbor notification shall be provided in writing in the form required by the City and shall include the following information:

1. The STR license number issued by the City;

2. The physical address of the STR; and

3. The name, physical address, email address, and twenty-four (24) hour telephone number of the emergency point of contact.

B. Attestation of Compliance. UPON REQUEST OF THE CITY, ~~Upon completion of the neighborhood notification, the~~ THE OWNER ~~licensee~~ shall submit to the City an attestation of compliance which shall include: (1) the address of each property notified; (2) a description of the manner IN which the owner chose to provide notification to each property so notified; (3) the name and contact information of the person attesting to compliance; AND (4) THE DATE(S) THAT NOTIFICATION WAS COMPLETED. ~~The attestation submittal date shall be prima facie evidence as to the date the neighborhood notification was completed.~~

C. Additional Neighbor Notifications. The owner shall provide an additional neighbor notification within ten (10) days after any change in the emergency point of contact on file with the City ~~and at time of license renewal~~. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0011 ~~RESERVED~~ INSURANCE REQUIRED

PRIOR TO OFFERING OR RENTING A SHORT-TERM RENTAL FOR RENT, OWNER SHALL OBTAIN LIABILITY INSURANCE APPROPRIATE TO COVER THE SHORT-TERM RENTAL IN THE AGGREGATE

OF AT LEAST FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) OR ADVERTISE AND OFFER THE SHORT-TERM RENTAL THROUGH AN ONLINE LODGING MARKETPLACE THAT PROVIDES EQUAL OR GREATER COVERAGE.

3-12-001-0012 ~~RESERVED~~ BACKGROUND CHECKS REQUIRED

A. NO LATER THAN TWENTY-FOUR (24) HOURS BEFORE EVERY STAY THE OWNER OR OWNER'S DESIGNEE SHALL PERFORM A BACKGROUND CHECK ON THE PERSON BOOKING A SHORT-TERM RENTAL THROUGH THE ONLINE NATIONAL SEX OFFENDER PUBLIC WEBSITE OPERATED BY THE UNITED STATES DEPARTMENT OF JUSTICE IS NOT IDENTIFIED AS A SEX OFFENDER.

B. THE OWNER OR OWNER'S DESIGNEE SHALL RETAIN A RECORD (EITHER IN HARD COPY OR ELECTRONIC FORM) OF THE BACKGROUND CHECK ON THE PERSON BOOKING THE PROPERTY FOR TWELVE (12) MONTHS AFTER THE BOOKING DATE. RECORDS OF EACH BACKGROUND CHECK SHALL BE MADE AVAILABLE FOR INSPECTION BY THE CITY UPON DEMAND DURING NORMAL BUSINESS HOURS.

C. THE REQUIREMENTS OF SUBSECTIONS (A) AND (B) ABOVE ARE SATISFIED AND/OR WAIVED IF THE ONLINE LODGING MARKETPLACE ON WHICH THE SHORT-TERM RENTAL IS ADVERTISED PERFORMS THE BACKGROUND CHECK.

D. THE FAILURE OF AN ONLINE LODGING MARKETPLACE TO CONDUCT A BACKGROUND CHECK SHALL NOT RELIEVE THE OWNER OF LIABILITY UNDER THIS SECTION.

3-12-001-0013 ~~RESERVED~~ PUBLIC SAFETY AND PROTECTION OF PROPERTY

A. SMOKE ALARMS.

1. EACH SHORT-TERM RENTAL (STR) SHALL BE EQUIPPED WITH PROPERLY FUNCTIONING SMOKE ALARMS THAT INCLUDE BATTERY BACKUP AND ARE INSTALLED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. SMOKE ALARMS SHALL BE INSTALLED AND MAINTAINED IN ALL OF THE FOLLOWING LOCATIONS:

   a. ON THE CEILING OR WALL OUTSIDE EACH SEPARATE SLEEPING AREA, IN THE IMMEDIATE VICINITY OF BEDROOMS.

   b. WITHIN EACH ROOM USED FOR SLEEPING PURPOSES.

   c. ON EVERY STORY OF THE DWELLING UNIT, INCLUDING BASEMENTS, BUT EXCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS.

2. ALL SMOKE ALARMS SHALL BE TESTED REGULARLY AND MAINTAINED IN OPERABLE CONDITION AT ALL TIMES.

B. CARBON MONOXIDE DETECTION.

1. CARBON MONOXIDE (CO) DETECTORS SHALL BE INSTALLED IN EACH STR THAT CONTAINS A FUEL-BURNING APPLIANCE, FUEL-BURNING FIREPLACE, OR AN ATTACHED GARAGE. FOR PURPOSES OF THIS SECTION, FUEL-BURNING APPLIANCES INCLUDE, BUT ARE NOT LIMITED TO, THOSE USING NATURAL GAS, PROPANE, WOOD, OR SIMILAR FUELS.

2. CO DETECTORS SHALL BE INSTALLED AND MAINTAINED IN THE FOLLOWING LOCATIONS:

a. OUTSIDE EACH SEPARATE SLEEPING AREA, IN THE IMMEDIATE VICINITY OF BEDROOMS.

b. WITHIN EACH SLEEPING UNIT.

3. CO DETECTORS SHALL BE TESTED REGULARLY AND MAINTAINED IN OPERABLE CONDITION AT ALL TIMES.

C. FIRE EXTINGUISHERS

1. EACH STR SHALL BE EQUIPPED WITH AT LEAST ONE FIRE EXTINGUISHER WITH A MINIMUM RATING OF 2-A:10-B:C. FIRE EXTINGUISHERS SHALL BE:

a. PROPERLY MOUNTED IN A VISIBLE AND READILY ACCESSIBLE LOCATION, OR CLEARLY MARKED TO INDICATE THEIR LOCATION;

b. MAINTAINED IN ACCORDANCE WITH APPLICABLE FIRE CODES AND MANUFACTURER RECOMMENDATIONS; AND

c. SERVICED, INSPECTED, AND TAGGED AT LEAST ANNUALLY, OR IMMEDIATELY AFTER EACH USE.

D. MEANS OF EGRESS

1. EACH STR DWELLING UNITS SHALL MAINTAIN ADEQUATE MEANS OF EGRESS TO ENSURE SAFE AND RAPID EVACUATION IN THE EVENT OF AN EMERGENCY. IN MOST CASES, THIS REQUIRES A MINIMUM OF TWO DISTINCT AND UNOBSTRUCTED EXIT PATHS.

2. EACH MEANS OF EGRESS SHALL BE:

a. CONTINUOUSLY MAINTAINED IN A SAFE AND USABLE CONDITION;

b. KEPT FREE OF OBSTRUCTIONS AT ALL TIMES, INCLUDING BUT NOT LIMITED TO FURNITURE, STORAGE, DEBRIS, SNOW, AND ICE; AND

c. CLEARLY IDENTIFIABLE AND ACCESSIBLE TO OCCUPANTS.

E. FIRE RESTRICTIONS AND OUTDOOR COMBUSTION DEVICES

1. DUE TO THE ELEVATED WILDFIRE RISK IN THE FLAGSTAFF AREA, AND DOCUMENTED TRENDS INDICATING THAT VISITORS MAY BE UNFAMILIAR WITH OR FAIL TO COMPLY WITH LOCAL FIRE RESTRICTIONS, THE OWNER OR THE OWNER'S DESIGNEE SHALL TAKE PROACTIVE MEASURES TO PREVENT UNAUTHORIZED OPEN-FLAME USE:

a. DURING PERIODS WHEN STAGE 2 OR HIGHER FIRE RESTRICTIONS ARE IN EFFECT, THE OWNER OR OWNER'S DESIGNEE SHALL REMOVE, DISABLE, OR SECURELY LOCK ANY FIRE PIT, OPEN-FLAME BARBECUE OR GRILL TO RENDER SUCH DEVICES INOPERABLE.

b. SUCH DEVICES MAY BE RESTORED TO USE ONLY WHEN FIRE RESTRICTIONS ARE REDUCED TO STAGE 1 OR STAGE 0.

2. GAS-FUELED APPLIANCES EQUIPPED WITH A FUNCTIONAL ON/OFF SWITCH AND DESIGNED FOR SAFE SHUTOFF ARE EXEMPT FROM THIS REQUIREMENT.

3-12-001-0014 LICENSE SUSPENSIONS

A. License Suspensions. The City may suspend an STR license for a period of up to twelve (12) months for any of the following:

1. Three (3) verified violations within a twelve (12) month period, not including any aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

2. One (1) verified violation that results in or constitutes any of the following:

a. A felony offense committed at or in the vicinity of an STR by the owner of the vacation rental or by the owner's designee;

b. A serious physical injury or wrongful death at or related to an STR resulting from the knowing, intentional or reckless conduct of the owner of the vacation rental or the owner's designee;

c. The owner of the STR or the owner's designee knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses, sex trafficking, or prostitution, or operating or maintaining a sober living home; or

d. The owner of the STR or the owner's designee knowingly or intentionally allowing the use of an STR for a special event that would otherwise require a permit or license pursuant to the City Code or a State law or rule or for a retail, restaurant, banquet space or other similar use.

B. Notice of License Suspension and Appeals. City shall give written notice of the license suspension to the owner of the STR. The notice shall inform the owner of the right to appeal the license suspension within ten (10) calendar days to the City Manager and request a hearing pursuant to Section 3-12-001-0017 (Hearing Procedures). An appeal under this section does not operate as a stay of the license suspension. This section is not applicable to actions for judicial relief brought pursuant to subsection (C) of this section.

C. Judicial Relief. Notwithstanding any attempted or completed felony act arising from the occupancy or use of an STR that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as an STR for a period that shall not exceed twelve (12) months.

D. Authority. The City Attorney may initiate proceedings in the City Court or other court of competent jurisdiction to enforce this section. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0015 PENALTIES FOR VERIFIED VIOLATIONS

A. Penalties. Notwithstanding any other law or penalties assessed, the City may impose the following enhanced civil penalties upon the owner of an STR if the owner receives one (1) or more verified violations related to the same STR within a twelve (12) month period:

1. Five hundred dollars ($500.00) for the first verified violation.

2. One thousand dollars ($1,000.00) for the second verified violation.

3. Three thousand five hundred dollars ($3,500.00) for a third and any subsequent verified violation.

B. If multiple violations arise out of the same response to an incident at an STR, those verified violations are considered one (1) verified violation for the purpose of imposing a penalty.

C. If multiple violations under Section 3-12-001-0008 (Advertisements) for the same STR have occurred within a period of thirty (30) days, then, upon a showing that the STR has come into compliance with such section, those verified violations shall be considered as one (1) verified violation for the purpose of imposing a penalty.

D. If multiple violations under Section 3-12-001-0010 (Neighbor Notification) for the same STR have occurred within a period of thirty (30) days, then upon a showing that the STR has come into compliance with such

section, those verified violations shall be considered as one (1) verified violation for the purpose of imposing a penalty. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0016 ENFORCEMENT

A. Enforcement Authority. The City Manager, the City Police Department, City Code Compliance Manager, City Attorney or their designees are delegated authority to enforce this chapter.

B. Notice of Violation. The City may send a written notice of violation of any provision of this chapter to the owner or owner's designee. The notice of violation shall inform the owner of:

1. The nature of the violation(s).

2. The section(s) of the code alleged to have been violated.

3. Possible fines or penalties that may be assessed by the City.

4. The time for curing any deficiency or violation so as to avoid fines or penalties.

5. The right to appear at a hearing on a specific date and time to contest the notice of violation, fines, or penalties.

6. The effect of failure to timely request a hearing or appear.

   a. A failure of the person to request a hearing within ten (10) calendar days from receipt of the written notice of violation shall constitute a waiver of the right to a hearing or to challenge the validity of the City notice of violation and assessment of fines or penalties. The Hearing Officer may render a final decision notwithstanding the owner's failure to appear.

   b. Similarly, a failure of the person to request a hearing within ten (10) calendar days from receipt of the written notice of the denial or suspension of a license shall constitute a waiver of the right to a hearing or to challenge the validity of the denial or suspension of a license. The Hearing Officer may render a final decision notwithstanding the owner's failure to appear.

7. The hearing procedures, which are set forth in Section 3-12-001-0017 (Hearing Procedures).

C. Civil Offenses. Each violation of this chapter shall constitute a civil offense. Each day that a violation occurs shall be a separate offense. VIOLATIONS OF THIS CHAPTER ARE SUBJECT TO CIVIL PENALTIES

UNDER SECTION 3-12-001-0015 VERIFIED VIOLATION IN ADDITION TO PROVISIONS FOR LICENSE SUSPENSION.

D. Owner Liability. The failure of any owner's designee to comply with this chapter shall not relieve the owner of liability under this chapter.

E. Remedies Cumulative. The remedies in this chapter are cumulative and the City may proceed under one (1) or more such remedies. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

3-12-001-0017 HEARING PROCEDURES

A. Hearing Officer. The City Manager shall appoint an independent Hearing Officer to preside over any hearing under this chapter.

B. Hearing Date. Upon receipt of a timely appeal or request for a hearing, the Hearing Officer shall schedule a hearing to occur within thirty (30) days or as soon as practicable. The hearing date may be continued or rescheduled upon good cause shown.

C. Information Submittal. Each party shall submit the following to the Hearing Officer and to the opposing party at least ten (10) days prior to the scheduled hearing date:

1. Factual bases for contesting City's written notice of violation or decision;
2. List of persons expected to testify, and a brief summary of each person's expected testimony;
3. A list of and copy of all exhibits;
4. Notice as to whether the party will be represented by legal counsel at the hearing;
5. If desired, a request that the hearing be recorded by an electronic hearing device.

D. Informal Process. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to support the City's notice of violation, fines to be imposed if any, or decision that is being appealed. The rules of evidence shall not apply; provided, however, that the decision of the Hearing Officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to present evidence and conduct cross-examination. The City shall present its case first. The Hearing Officer may issue orders as may be necessary or appropriate to fairly and efficiently determine the

truth and decide the case at hand. The Hearing Officer may ask questions. The City shall have the burden of establishing by a preponderance of the evidence that a violation has occurred or that its action was merited.

E. Final Decision. The Hearing Officer shall issue its written decision within thirty (30) days from the hearing date. The decision shall include factual findings. The decision of the Hearing Officer is final.

F. Waiver. A failure of the person who received written notice in compliance with the requirements of this chapter to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity of the City notice of violation or action. The Hearing Officer may render a final decision notwithstanding the person's failure to appear at the hearing. (Ord. 2023-16, Rep&ReEn, 07/03/2023 (Res. 2023-38))

***

The Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees is hereby amended by amending Sections 3-10-001-0008 License Fees to read as follows (additions are shown in capitalized, underlined text, and deletions are shown as stricken):

CHAPTER 3-10 USER FEES
SECTION 3-10-001-0008 LICENSE FEES

3-10-001-0008 License Fees

The user fees of the Management Services Division shall be as follows:

Fee Type	Fee per Each
Business license – annual	$8
Business license – renewal	$8
Business license – penalty failure to obtain/renew	50% of fee
Transient merchant approval	$0
Transaction privilege and use tax license (see Section 3-05-003-0320)	
Commercial ground transportation – per taxi	$38

Fee Type	Fee per Each
Commercial ground transportation – per motor coach	$38
Commercial ground transportation – annual renew	$8
Adult oriented business (see Section 3-08-001-0006)	
Adult oriented business renew (see Section 3-08-001-0006)	
Scavenger waste permit	$45
Short-term rental license – annual (see Chapter 3-12)	$250~~$175*~~
SHORT-TERM RENTAL LICENSE – FAILURE TO APPLY WITHIN 30 DAYS (SEE CHAPTER 3-12)	$1,000**

~~* Short-term rental license fee will increase by five dollars ($5.00) annually on November 1st, commencing in 2024.~~

(Ord. 2018-22, Amended, 06/19/2018; Ord. 2023-16, Amended, 07/03/2023 (Res. 2023-38); Ord. 2024-19, Amended, 07/03/2024 (Res. 2024-30))

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"2026 SHORT TERM RENTAL CODE UPDATES;"* PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City may regulate short-term rentals to the extent allowed by A.R.S. Section 9-500.39; and

WHEREAS, the City desires to update its short-term rental regulations to protect the health, safety, and welfare of City residents and visitors; and

WHEREAS, the City desires to increase its licensing fee to help recover licensing costs and has published notice of a proposed new short-term rental licensing fee pursuant to A.R.S. Section 9-499.15.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as "2026 Short-Term Rental Code 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. 2026-19 of the City of Flagstaff, Arizona, and is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

The Flagstaff City Code, Title 3 Business Regulations is hereby amended by amending Chapter 3-12 Short-Term Rentals and Chapter 3-10 User Fees, all as set forth in the 2023 Short-Term Rental Code.

SECTION 2. Penalties.

Any person found in violation of this ordinance shall be guilty of a civil infraction and shall be fined a sum of $500.00, $1,000.00, or $3,500.00 as set forth in the 2026 Short-Term Rental Code Updates (Chapter 3-12 of the Flagstaff City Code), and all other penalty clauses that are set forth in the Chapter 3-12. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 4. 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 5. 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 6. Effective Date.

This Ordinance shall be effective July 1, 2026.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of May 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff

Short-Term Rental License Fee Analysis – 2026

Executive Summary

The City Management Services Division has prepared a fee analysis for the Short-Term License Fee. The proposed fee is to recover the cost of licensing and management of short-term rental properties.

Staff intends to provide City Council with a recommendation for Short-Term Rental Licensing Fees at the May 5, 2026 and May 19, 2026 Council meetings. It is anticipated an Ordinance will be adopted with the new fee at the May 19, 2026 Council meeting with an effective date of July 1, 2026. The current Short-Term Rental License Fee is $185.00, established in September 2023. The proposed fee of $250.00 represents an increase of $65.00 per license.

Short-Term Rental License Fee Proposal

Staff Proposal

Staff has developed a licensing fee proposal that will meet the proposed cost considerations of managing the licensing and compliance for short-term rentals.

To develop the proposed licensing fee, staff looked at the staffing, software, and operational expenses as well as an indirect cost allocation for the program.

Cost of Service	Annual Costs
Personnel	$193,000
Software Services	$ 75,000
Operating Expenses	$ 1,700
Indirect Costs	$ 27,000
Total Cost of Service	$297,000

The City anticipates approximately 1,100 short-term rentals receiving a license on an annual basis. The full cost recovery amount would be approximately $270 per license ($297,000 ÷ 1,100); however, the is set at $250.00. Therefore, the Short-Term Rental License is recommended to be set at $250 for an annual license.

During adoption of the fee, the City Council may approve, disapprove, or modify the proposed rates or fees at that time.

Short-Term Rental (STR) Fee and Code Updates

May 5, 2026

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Background and History

- **2016:** SB 1350 preempted municipalities from prohibiting STRs
- **Sept. 2020:** Council approved STR management software
- **Jan. 2021:** City required registration of STRs (no fee) 573 STRs identified
- **July 2022:** SB 1168 allowed for STR licensing (fee and limited local authority)
- **July 2023:** Council adopted STR licensing code and fee
- **September 2024:** HB 2720 required municipalities to allow accessory dwelling units (ADUs) in residential areas; a STR owner may be required to reside on with an ADU with a Certificate of Occupancy issued on or after Sept. 14, 2024
- **October 2025**: Public facing map of STR locations and emergency contacts
- **March 2026:** 1,119 identified STRs; 1,055 licensed; 94% compliance

STRs Current State

Public Facing Portal

RENTALSCAPE

Short-Term Rental (STR)
Public Portal

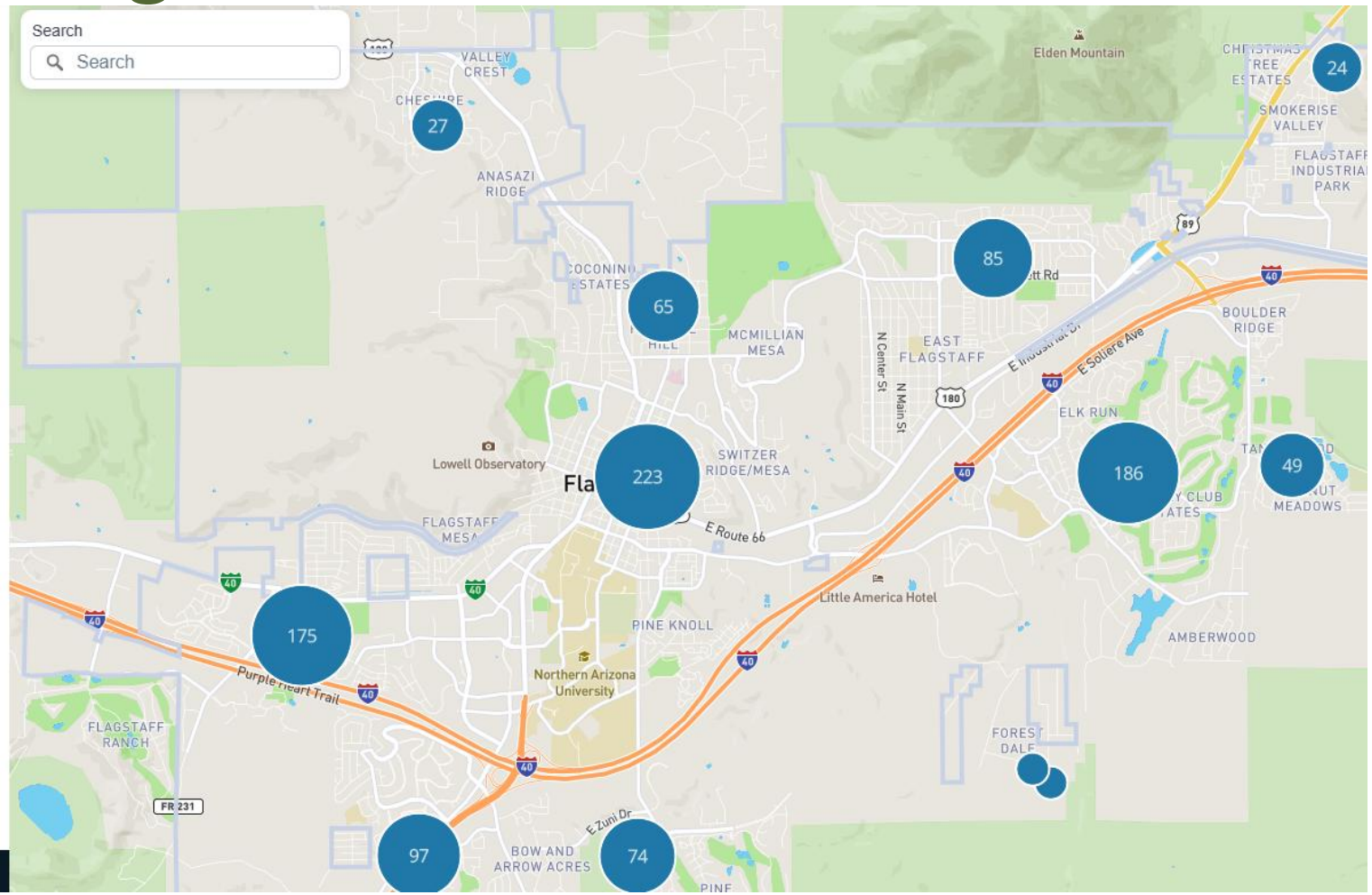
Program Stats

- **1007** Licensed Short-Term Rental properties

Useful Links

- City of Flagstaff website
- Complaint Portal link

Powered By:



October 2025:
Public facing map of all licensed STR's- includes emergency contacts

Direct link to complaint portal where citizens can report issues occurring at STRs and report unlicensed properties

Complaints

Total Complaints: 307 (November 2024 - March 2026)

- **Noise** - 117 (38%) - Most common issue
- **Other** - 102 (33%) - Various miscellaneous issues/fire safety/combined concerns
- **Trash** - 73 (23%) – Trash
- **Parking** - 71 (23%) - Parking concerns
- **Number of Guests** - 40 (13%) - Occupancy concerns
- **Illegal Rental** – 38 (12%) - Unlicensed operations

Complaint Distribution by Location

Out of **1,119 total identified STRs** in Flagstaff:

- **No complaints:** 1,018 STR locations (91.0%)
- **One complaint only:** 70 STR locations (6.3%)
- **Multiple complaints:** 31 STR locations (2.8%)
- **Unique addresses with complaints:** 101 (9.0% of all STRs)

Among the 31 properties with multiple complaints:

- 9 properties: 2 complaints each
- 8 properties: 3-5 complaints
- 7 properties: 6-10 complaints
- 6 properties: 11-20 complaints
- 1 property: 50 complaints

This data supports the need for enhanced fire safety, posting, and background check requirements in the proposed ordinance amendments, as these address many of the root causes of documented complaint patterns.

Summary of Key Changes

License Fee & Financial

- **Increase annual fee from $185 to $250 *(state maximum)***
- **Total cost of service: $296K annually *(City fee analysis)***

Definitions/Uses

- **Define STR to exclude units used for nonresidential use, define special event *(a prohibited use)***
- **Require STR owner to reside on property if it contains an accessory dwelling unit with certificate of occupancy issued on or after September 14, 2024 *(allowed by state law)***

Neighborhood Notification

- **Updated to align with state law requirements *(City's public STR mapping system also provides notice)***

Insurance & Background Checks

- **$500K minimum liability insurance required *(Owner/online platform responsibility)***
- **Background checks on booking customers *(Owner/online platform responsibility)***

Updated Posting Requirements

- **Add winter parking, fire restrictions, waste collection info**
- **Add human trafficking hotline; remove complaint hotline**

Fire Safety and Public Protection

- **Fire Safety Equipment Requirements**
  - Smoke alarms in sleeping areas and all floors
  - Carbon monoxide detectors near bedrooms
  - Fire extinguishers (2-A:10-B:C minimum)
  - Clear egress paths maintained at all times
  - *Standards consistent with fire code requirements* ~~*residential building codes and hotel requirements*~~

- **Fire Restrictions (Stage 2+)**
  - Owner must disable fire pits, open-flame grills during Stage 2+ restrictions
  - Addresses documented issues with visitors unfamiliar with local fire rules
  - *Standards critical due to elevated wildfire risk in Flagstaff area*

Staff Recommendation

- **Key Benefits:**
  - Enhanced fire and public safety protections
  - Alignment with state law requirements and within regulatory limits
  - Improved cost recovery for City services
- **Staff Recommended Action:**
  - Amend City Code Chapter 3-12 (Short-Term Rentals) and Chapter 3-10 (User Fees)
- **Questions?**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 04/30/2026

Meeting Date: 05/05/2026

TITLE:
Consideration and Approval: Use of the Council Initiative Fund

STAFF RECOMMENDED ACTION:

1. Consideration of the use of the Council Initiative Fund to make a contribution to the Flagstaff Literacy Center in the amount of $2,000.
2. Consideration of the use of the Council Initiative Fund for any other items Council may like to consider funding within the fiscal year.

Executive Summary:

Proposal Summary
The Literacy Center respectfully requests $4,000 to support our English as a Second Language programming for adults, youth, and families. Services are delivered through a combination of small group classes and individualized one to one tutoring, helping participants build the language and workforce readiness skills needed to succeed in school, work, and daily life in Flagstaff.

Program Description
Our ESL program provides instruction in speaking, listening, reading, and writing, with an emphasis on real world application. Small group classes create a supportive environment where learners build foundational skills, while one-to-one tutoring allows us to tailor instruction to individual goals, skill levels, and schedules.

We serve adult learners seeking employment or advancement, youth working to meet school benchmarks, and families navigating systems such as education, healthcare, and employment. Workforce readiness is integrated throughout, including workplace communication, job search support, resume basics, and digital literacy.

Use of Funds
Funds will support instructional time, curriculum and materials, and coordination of tutoring services. This includes both staff-led instruction and volunteer-supported tutoring that expands access for learners and families.

Anticipated Outcomes
With this investment, we expect to serve approximately 25 to 35 learners across adults, youth, and families. Outcomes include improved English language proficiency, increased confidence in academic and workplace communication, progress toward employment or job advancement for adults, and improved school readiness and achievement for youth.

Financial Impact:
Cost: Up to $25,000
Account Number Budgeted: 001-09-401-1300-1-4290
FY26 Budgeted Amount: $25,000.00
Funding Source: General Fund

Amount currently available for use is $4,400.

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:
None

Background and History:
The Council Initiatives Fund was established as part of the FY2020-21 Budget. The formation of this particular fund was not driven by any singular request or need, but rather as a proactive measure to enable our City Council to approve unforeseen expenditures, from time to time, that would be of benefit to the Flagstaff community. The fund is limited in amount ($25K annual appropriation) and it does not rollover or accumulate. It is an annual appropriation.

There are numerous instances throughout the course of the fiscal year where Council may want to approve miscellaneous expenditures, for the benefit of our community, that simply do not fall neatly within a specific budget appropriation. This fund is intended to allow Council some discretion to approve such expenditures. There is no established process for doing so, other than majority support. We of course always need to stay within our legal parameters and our City Attorney can advise accordingly. Similarly, such matters should be identified on the Council meeting agenda, as an action item.

Connection to PBB Priorities and Objectives:
The Council Initiative fund is intended to support all Council goals, objectives and priorities.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Assistant City Manager

Date: 05/01/2026

Meeting Date: 05/05/2026

TITLE

Public Safety Community Survey Results

STAFF RECOMMENDED ACTION:

Paul Bentz, Senior Vice President - Research and Strategy HighGround Inc., will present the Public Safety Community Survey results. This agenda item is for information purposes only.

Executive Summary:

HighGround Inc. is a Public Affairs consulting firm. Paul from HighGround will present the survey results from the Public Safety Community Survey conducted at the beginning of April 2026. The survey includes questions about the top issues facing Flagstaff, municipal services, and a public safety sales tax and bond.

Information:

The City of Flagstaff has been working with a Public Safety Citizen Committee and hired HighGround to conduct a community survey about public safety to inform the Citizen Committee and City Council. The Citizen Committee will be making a recommendation about a potential public safety ballot measure on the November 2026 election to City Council. This community survey provides valuable feedback from the community to consider when drafting this recommendation.

Attachments: Survey Results

City of Flagstaff
Public Opinion Survey

April 6-9, 2026
(N=400)

Confidential Trade Secret; Do not disseminate without written approval from HighGround, Inc

** Percentages may not total 100 due to rounding*

Survey Methodology

The N=400 scientific survey was conducted among likely voters 4/6 through 4/9. The margin of error is ±4.9% with a 95% confidence interval.

The poll surveyed likely voters who have a history of electoral participation and was balanced to model the likely turnout of voters across party, age, region, and gender.

The live interview survey of voters was conducted to both landline and cell phone users.

Confidential Trade Secret

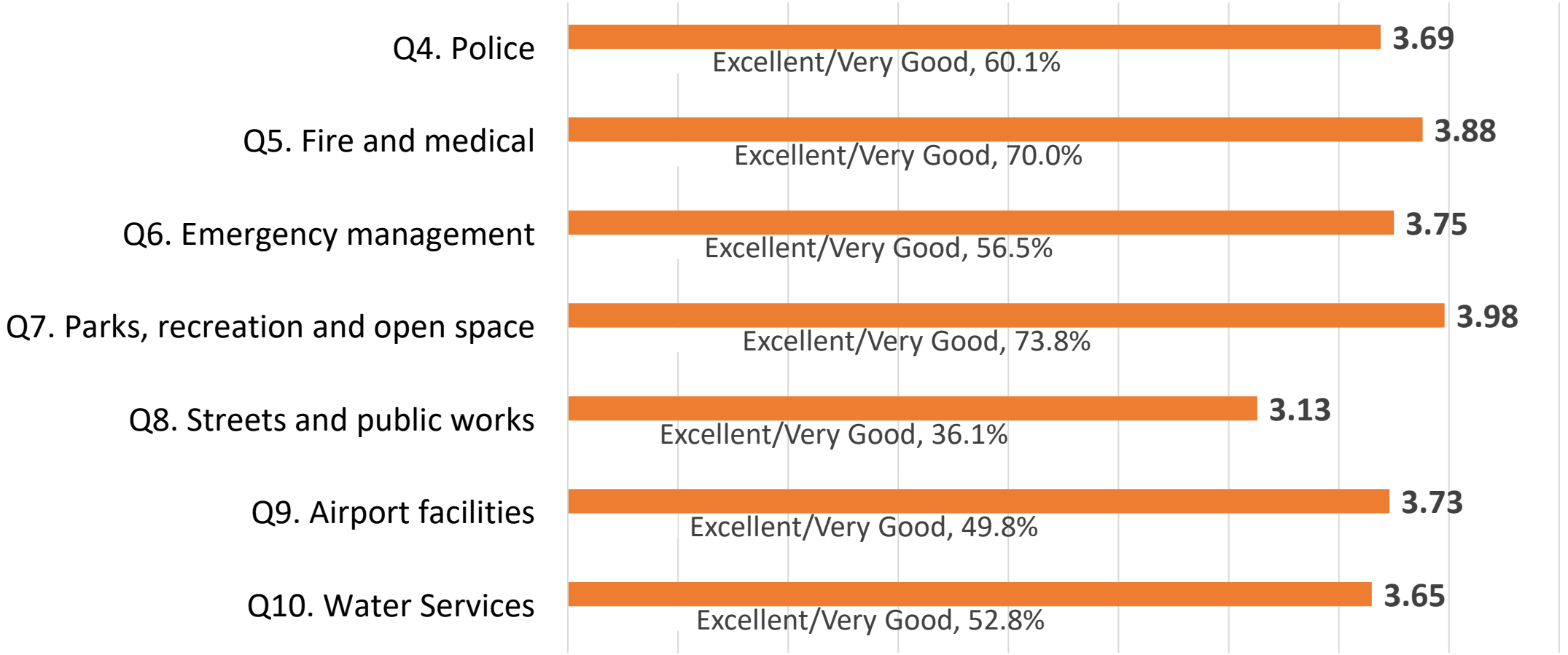
What do you consider to be the top issue facing the City of Flagstaff today?

40.5%	Cost of living
23.8%	Housing
7.3%	Other
7.0%	Water
6.5%	Jobs and the economy
5.3%	Traffic
3.5%	Climate
2.7%	Public safety
2.7%	Minimum wage
0.7%	Don’t Know
0.0%	Refused

<29:	**55.5% Cost of living**
30-39:	**45.3% Cost of living**
40-49:	**43.8% Cost of living**
50-64:	**38.5% Cost of living**
65+:	**28.8% Cost of living**
86001:	**39.8% Cost of living**
86004:	**41.0% Cost of living**
86005:	**41.1% Cost of living**

Confidential Trade Secret

Municipal Services (Scale 1-5)



Confidential Trade Secret

Part 1 – Bond

Confidential Trade Secret

Bond Pre-Test

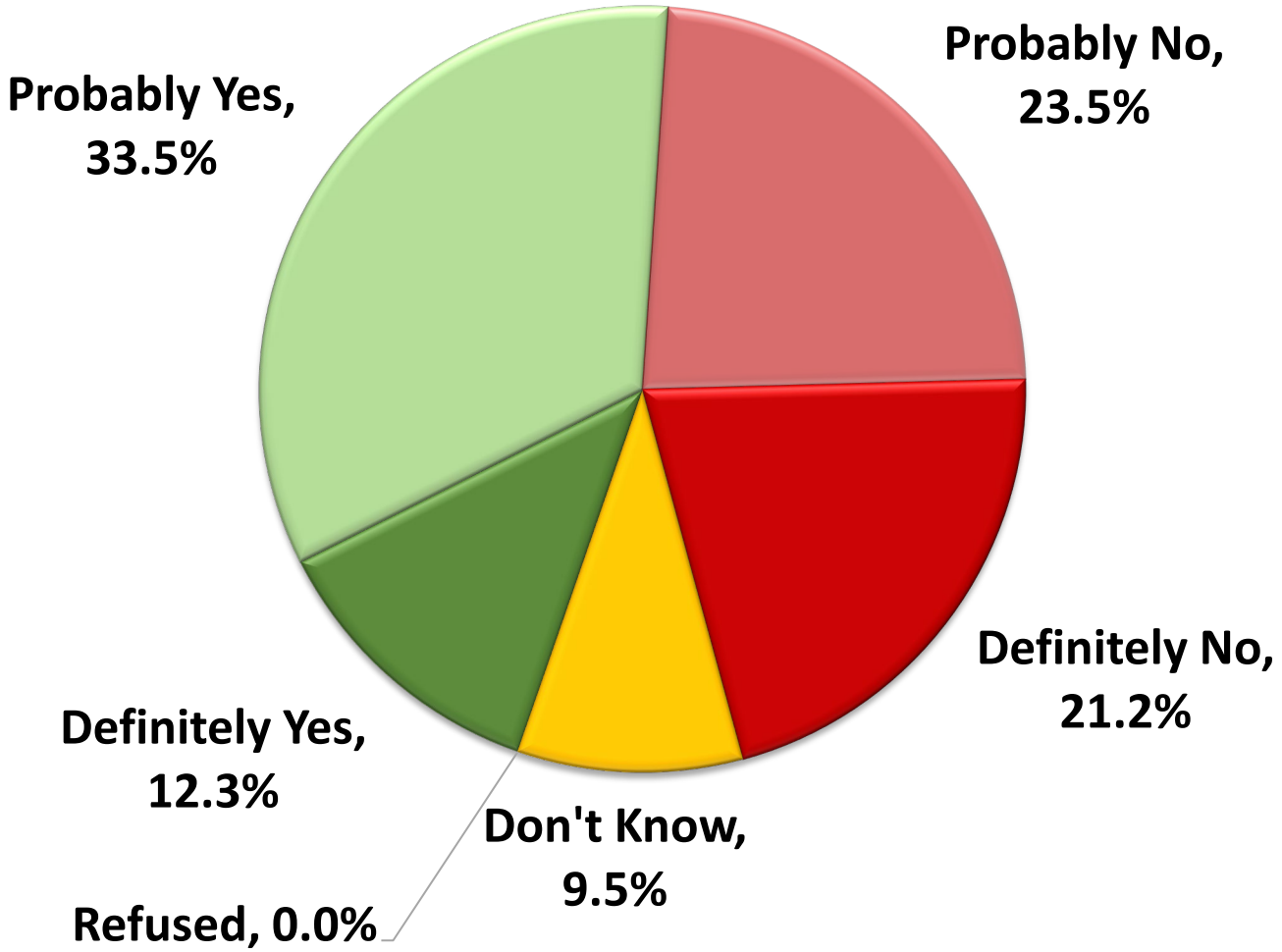
One issue that might be on the ballot would be a public safety bond. Here is potential language for the ballot question:

“Shall the City of Flagstaff be authorized to issue and sell $40 million of general obligation bonds backed by secondary property tax to provide funding for public safety facilities and improvements, related equipment, vehicles, and communication systems?”

Knowing just what you know right now, would you vote Yes or No on this proposal?

Confidential Trade Secret

Bond Pre-Test

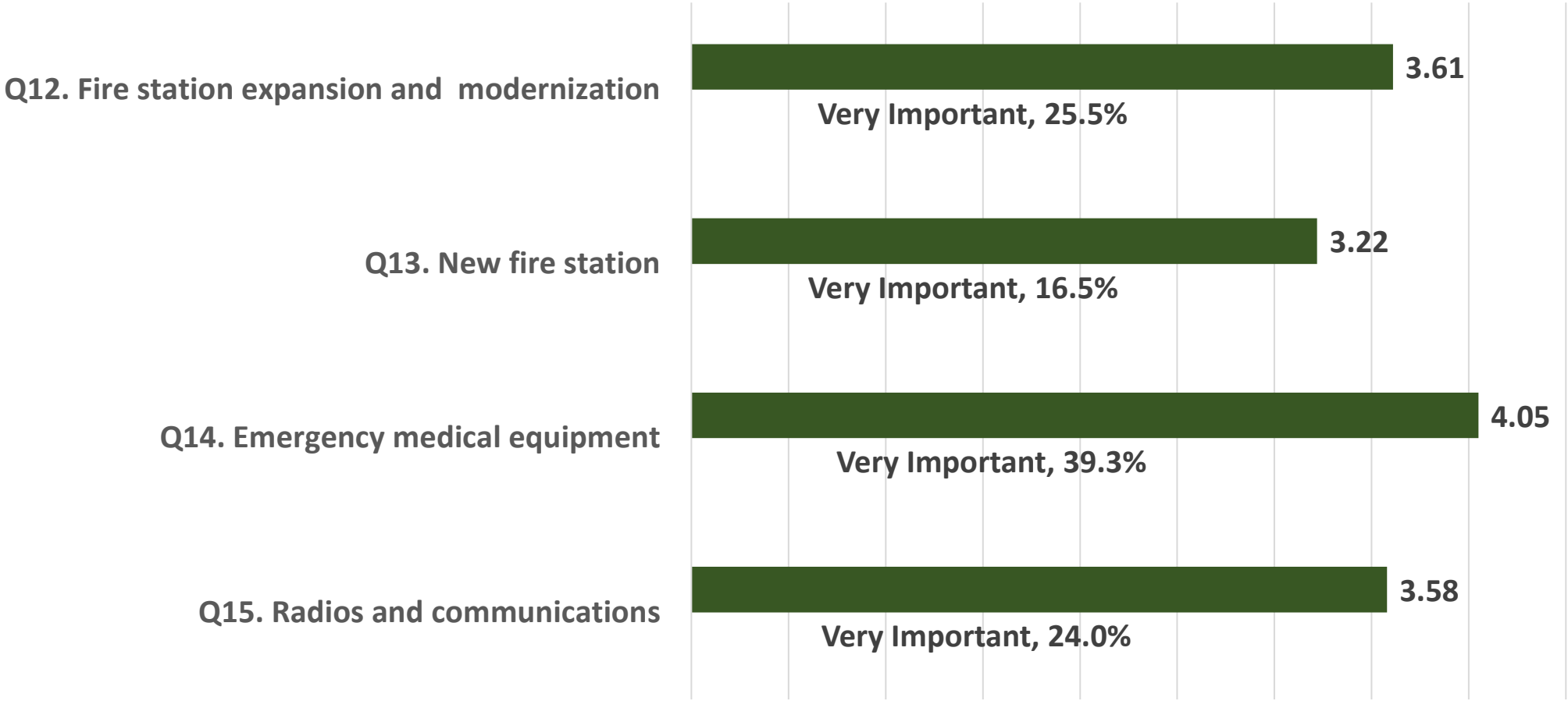


Total: 45.8% Yes
44.7% No

	Yes	No
Under 29	57.1%	32.1%
30 - 39	42.2%	48.4%
40 - 49	47.5%	45.0%
50 - 64	45.8%	47.9%
65+	40.4%	46.2%
86001	49.7%	39.1%
86004	41.6%	50.6%
86005	46.6%	43.8%

Confidential Trade Secret

Rate the following: (Scale 1-5)



Confidential Trade Secret

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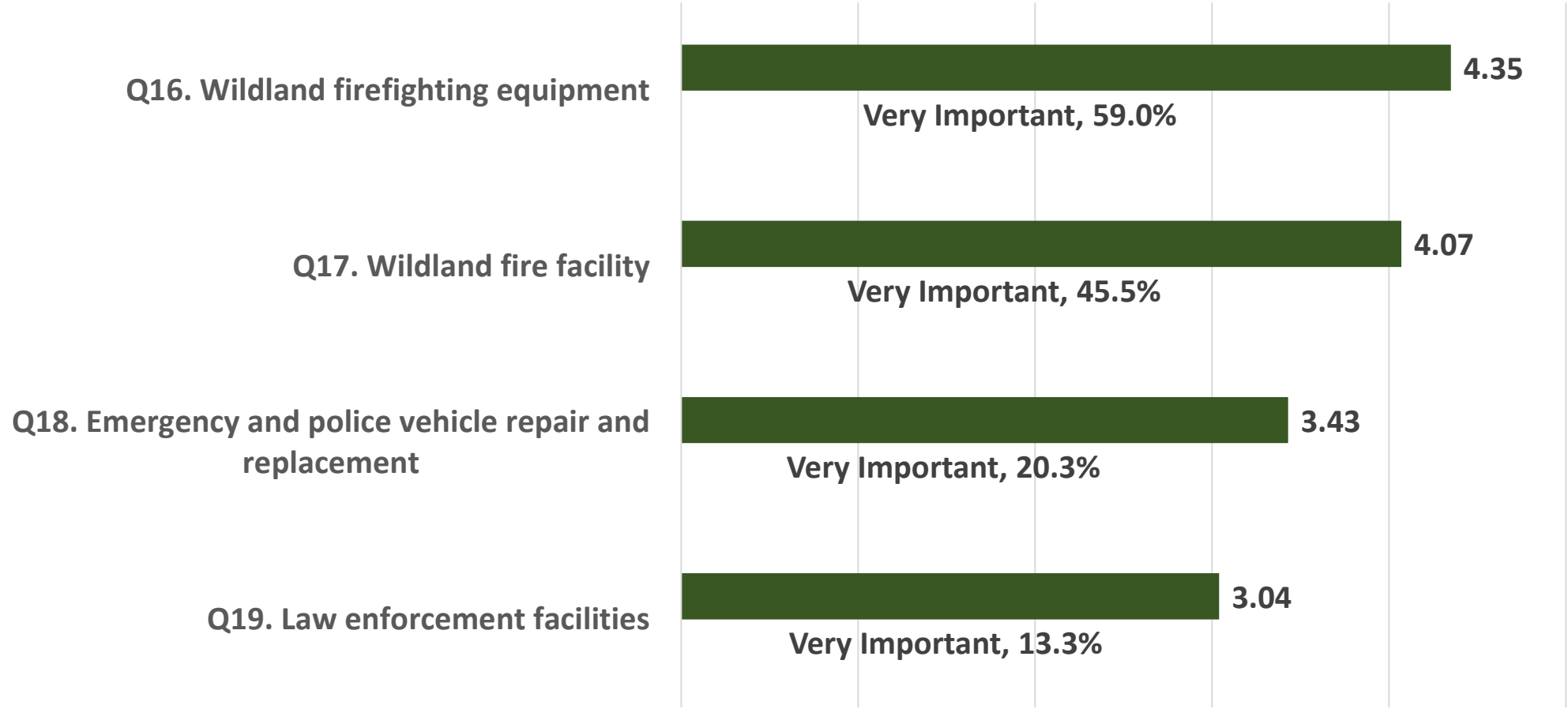

Confidential Trade Secret

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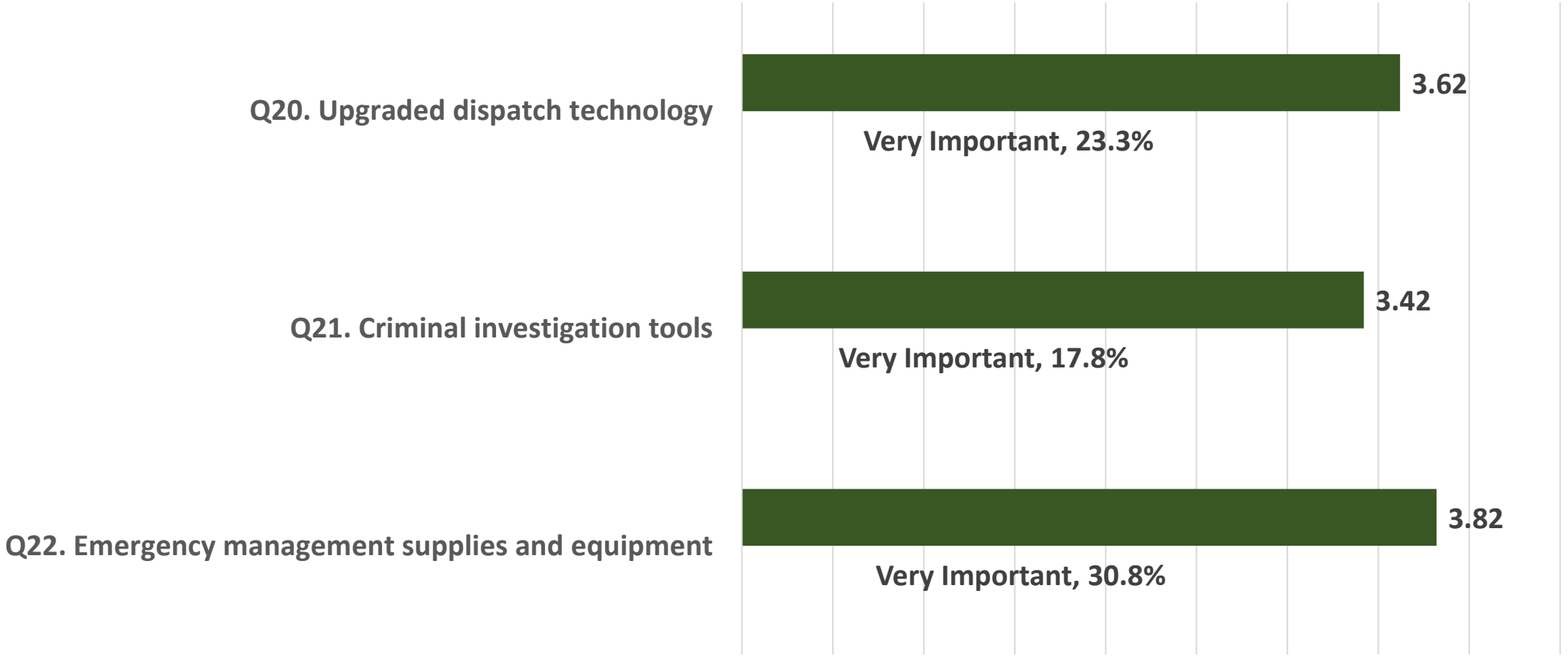
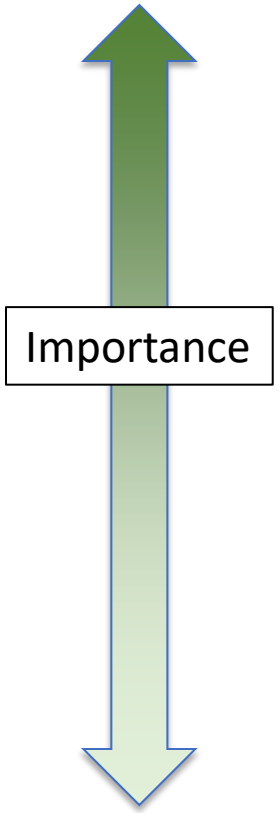


Confidential Trade Secret

Ranking Items

	Mean
Wildland firefighting equipment	4.35
Wildland fire facility	4.07
Emergency medical equipment	4.05
Emergency management supplies and equipment	3.82
Upgraded dispatch technology	3.62
Fire station expansion and modernization	3.61
Radios and communications	3.58
Emergency and police vehicle repair and replacement	3.43
Criminal investigation tools	3.42
New fire station	3.22
Law enforcement facilities	3.04



Confidential Trade Secret

Statements (Scale 1 to 5)

	Mean	Strongly Agree
Q23. Significant capital needs	3.65	22.5%

- <29: 3.9, 30-30: 3.5, 40-49: 3.7, 50-64: 3.5, 65+: 3.8
- 86001: 3.7, 86004: 3.5, 86005: 3.8

Flagstaff has significant capital needs to expand and build new public safety facilities to keep up with growth. It also faces substantial costs to replace aging equipment and vehicles, purchase lifesaving medical devices, and maintain vehicles to respond quickly in an emergency.

Q24. Tools and equipment	3.82	29.5%

- <29: 4.0, 30-30: 3.8, 40-49: 3.8, 50-64: 3.8, 65+: 3.8
- 86001: 4.0, 86004: 3.7, 86005: 3.8

These bonds will improve first responders' tools and equipment they need to be there when we need them most.

Confidential Trade Secret

Statements (Scale 1 to 5)

	Mean	Strongly Agree
Q25. Not a tax rate increase	3.38	18.3%

- <29: 3.5, 30-30: 3.5, 40-49: 3.4, 50-64: 3.3, 65+: 3.3
- 86001: 3.5, 86004: 3.2, 86005: 3.4

This bond will invest in critical infrastructure without increasing the secondary property tax rate. The city intends to coordinate the issuance of new bonds with the repayment of old bonds which will keep the rate from increasing.

Q26. Housing and cost of living	4.07	51.8%

- <29: 4.1, 30-30: 4.2, 40-49: 4.1, 50-64: 3.9, 65+: 4.1
- 86001: 4.0, 86004: 4.2, 86005: 3.9

Housing prices and the cost of living in Flagstaff is already extraordinarily high. An increase in secondary property taxes on residents will only make housing affordability issues even worse.

Confidential Trade Secret

Statements (Scale 1 to 5)

	Mean	Strongly Agree
Q27. Not the time to increase taxes	4.08	53.3%

- <29: 4.3, 30-30: 4.1, 40-49: 4.1, 50-64: 3.9, 65+: 4.0
- 86001: 4.0, 86004: 4.3, 86005: 3.8

Families are already dealing with higher costs for gas, groceries, and other items. Now is not the time to increase taxes when many residents are stretched thin, including seniors on fixed incomes

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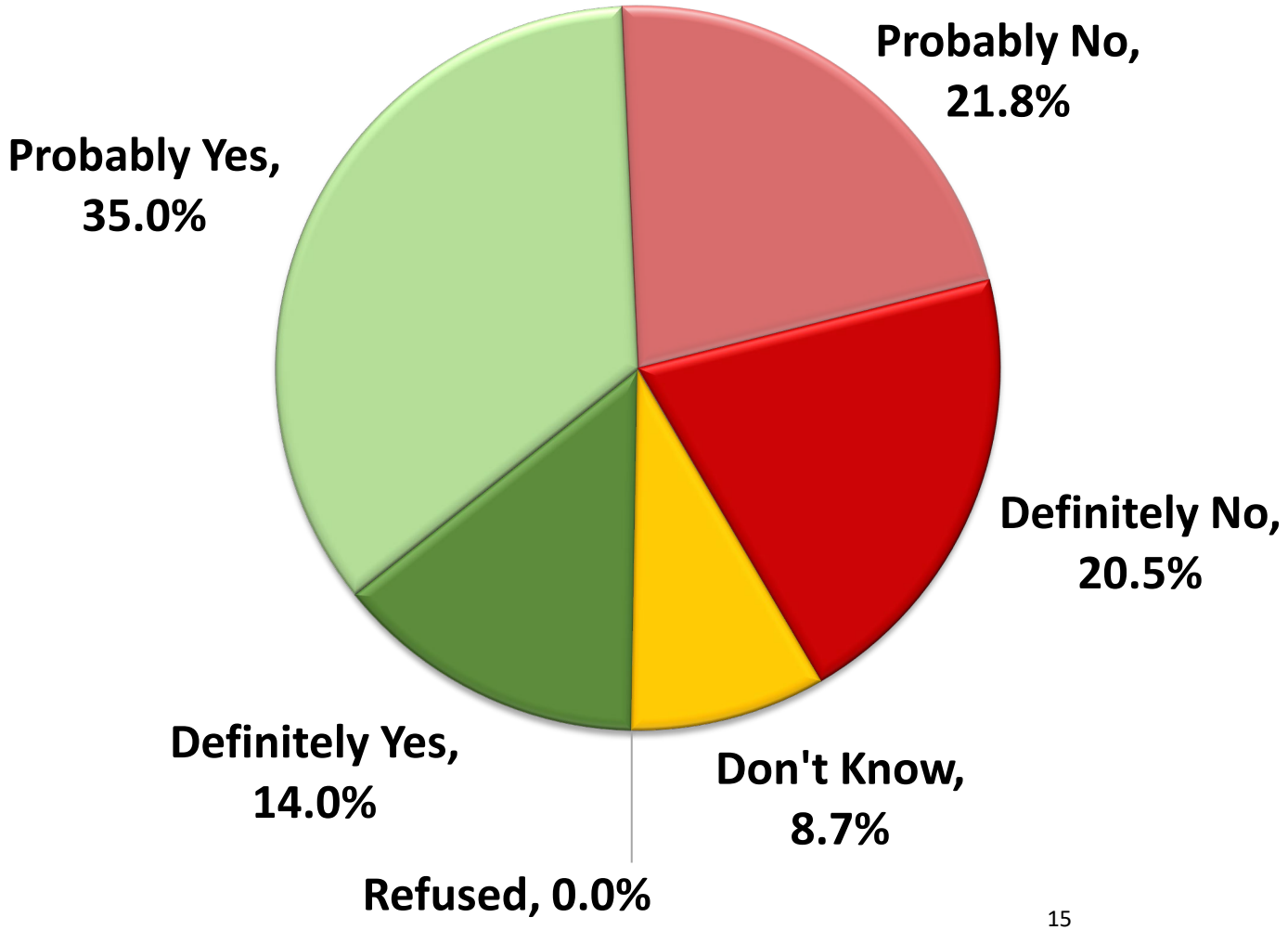
Bond Post-Test: I would like to ask you again: Knowing just what you know right now, would you vote Yes or No on a $40 million bond for public safety?



Total: 49.0% Yes
42.3% No

	Yes	No
Under 29	60.7%	32.2%
30 - 39	45.3%	46.9%
40 - 49	51.3%	36.2%
50 - 64	44.8%	50.0%
65+	47.1%	42.3%
86001	55.3%	36.0%
86004	43.9%	48.2%
86005	46.6%	42.4%

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Net Change

	Pre-Test	Post-Test	Change
Under 29	57.1%	60.7%	+3.6%
30 - 39	42.2%	45.3%	+3.1%
40 - 49	47.5%	51.3%	+3.8%
50 - 64	45.8%	44.8%	-1.0%
65+	40.4%	47.1%	+6.7%
86001	49.7%	55.3%	+5.6%
86004	41.6%	43.9%	+2.3%
86005	46.6%	46.6%	0.0%

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Part 2 – Sales Tax

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Sales Tax Pre-Test

One issue that might be on the ballot would be a public safety sales tax. Here is potential language for the ballot question:

“Shall the City of Flagstaff be authorized, for the purpose of funding Public Safety, to increase the City’s base transaction privilege (sales) tax for 15 years, applicable to all taxable activities in the City of Flagstaff, by 0.5% from 2.486% to 2.986% beginning July 1, 2027?”

Knowing just what you know right now, would you vote Yes or No on this proposal?

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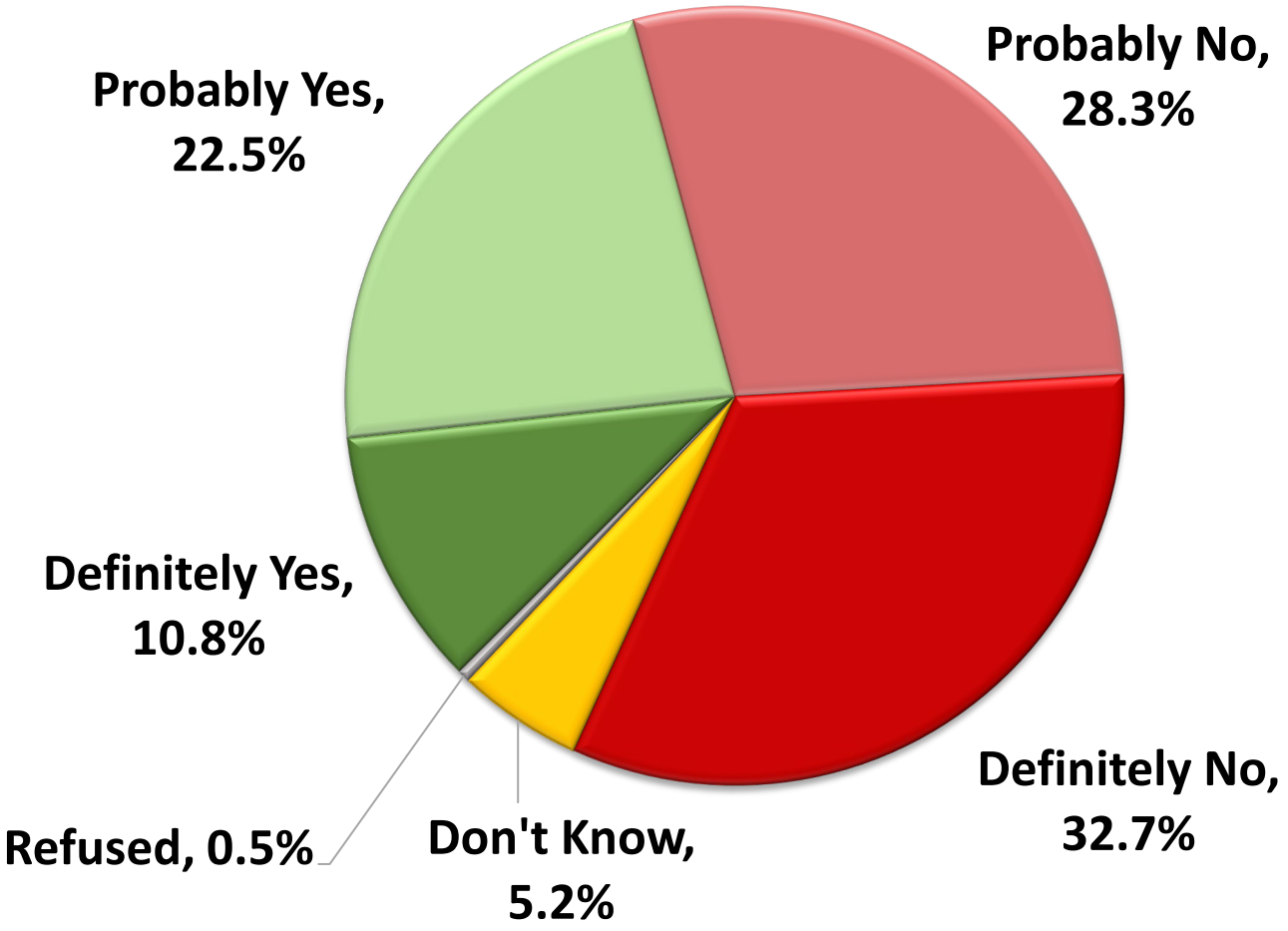
Sales Tax Pre-Test



Total: 33.3% Yes
61.0% No

	Yes	No
Under 29	28.6%	64.3%
30 - 39	25.0%	70.3%
40 - 49	35.0%	62.5%
50 - 64	39.6%	56.2%
65+	33.7%	56.7%
86001	37.3%	57.8%
86004	28.9%	63.9%
86005	34.2%	61.6%

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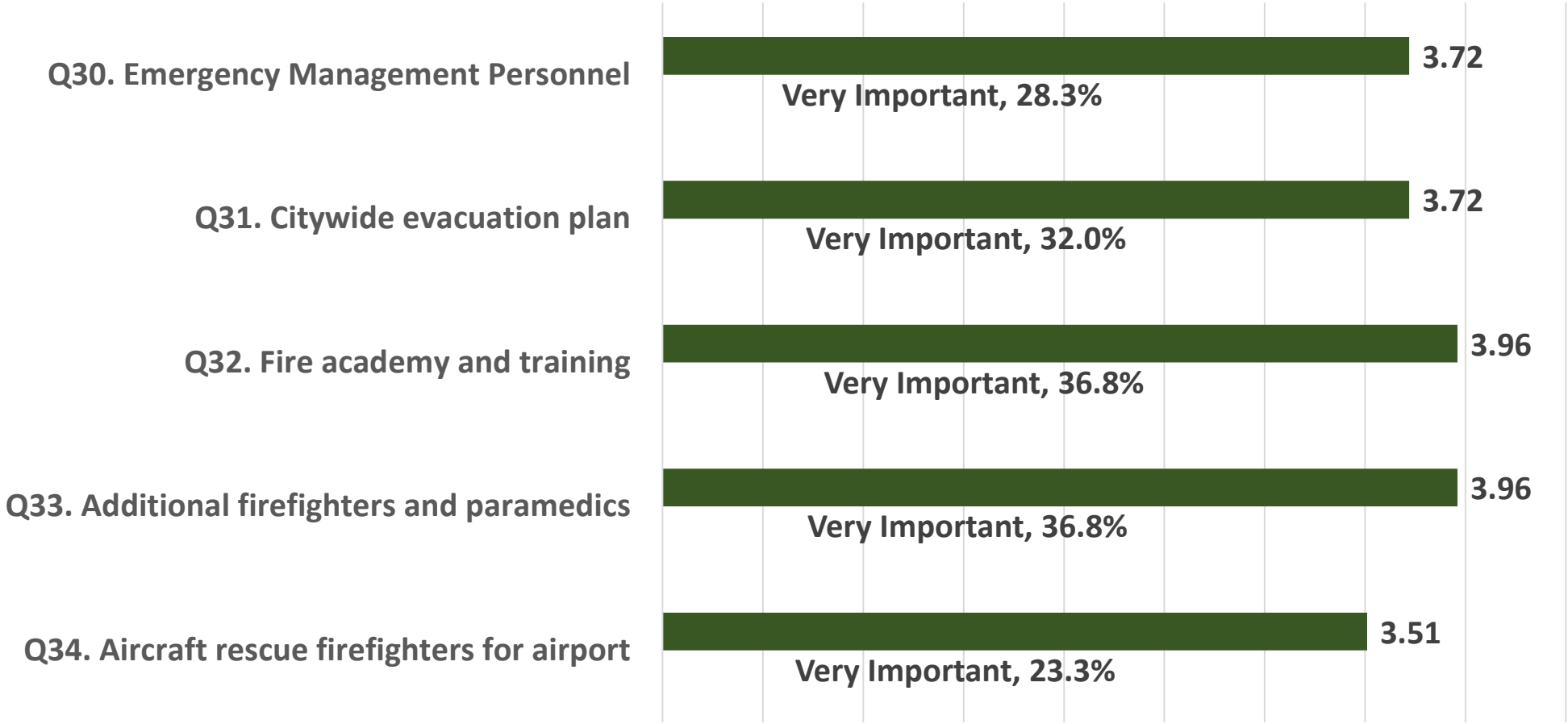
Rate the following: (Scale 1-5)



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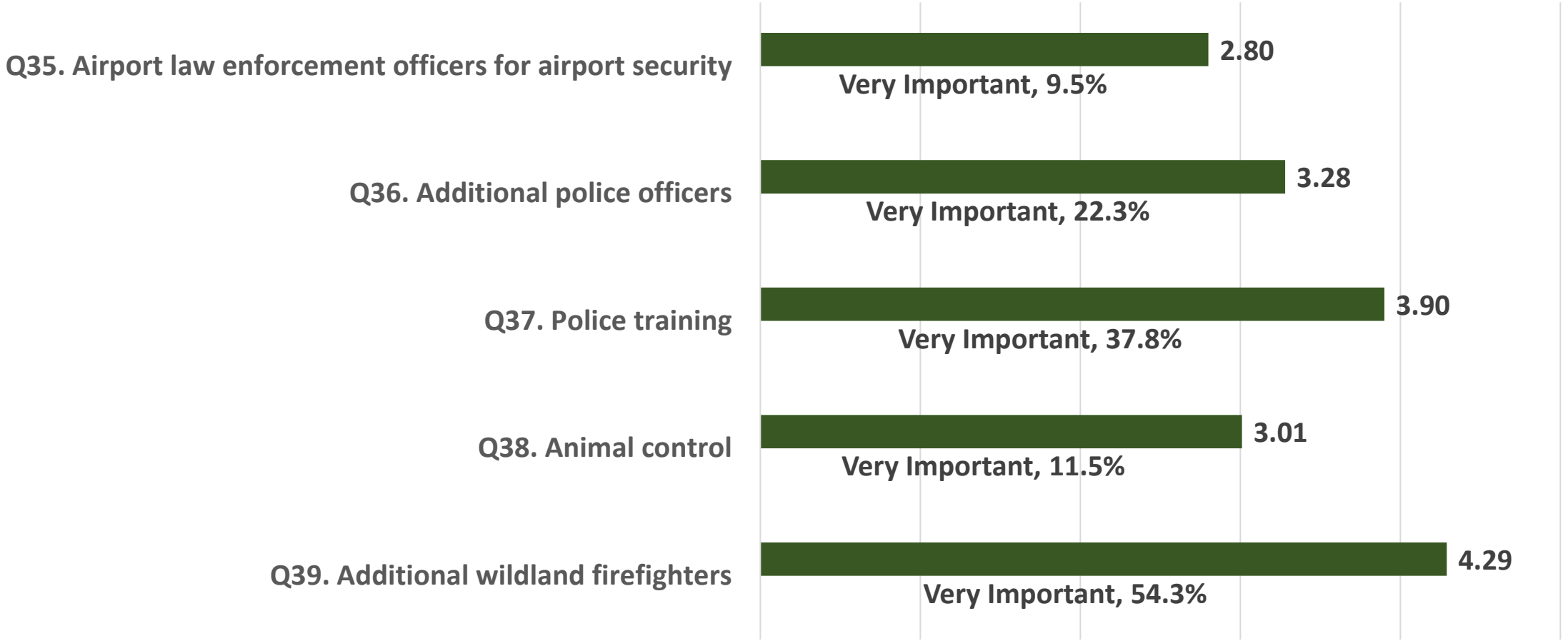
Rate the following: (Scale 1-5)



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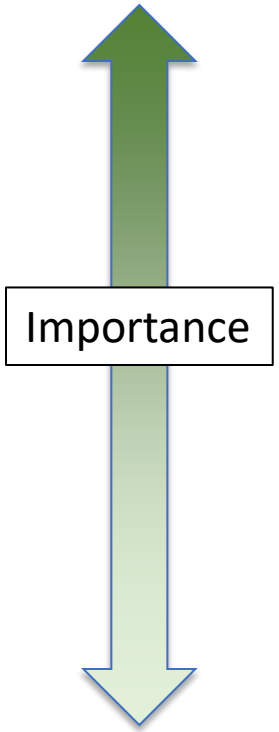
Ranking Items

	Mean
Additional wildland firefighters	4.29
Additional firefighters and paramedics	3.96
Fire academy and training	3.96
Police training	3.90
Citywide evacuation plan	3.72
Emergency Management Personnel	3.72
Aircraft rescue firefighters for airport	3.51
Additional police officers	3.28
Animal control	3.01
Airport law enforcement officers for airport security	2.80



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Statements (Scale 1 to 5)

	Mean	Strongly Agree
Q40. Response times	3.83	32.0%

- <29: 4.2, 30-30: 3.6, 40-49: 3.8, 50-64: 3.7, 65+: 3.9
- 86001: 3.9, 86004: 3.8, 86005: 3.8

The number of emergency calls in Flagstaff have more than doubled since 2008 while staffing levels have remained the same. Resources are stretched thin and soon will not be able to keep up with growth. To keep response times low and ensure that we can respond quickly in an emergency, we need additional funding to hire more staff.

Q41. Meets our community's needs	3.67	26.0%

- <29: 4.0, 30-30: 3.5, 40-49: 3.6, 50-64: 3.6, 65+: 3.7
- 86001: 3.8, 86004: 3.5, 86005: 3.8

We need this funding to provide our public safety services the with staffing and equipment for Fire, Emergency Medical Services, Police, Airport, Emergency Management that meets our community's needs and protects our quality of life.

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Statements (Scale 1 to 5)

	Mean	Strongly Agree
Q42. Sales taxes are regressive	3.91	41.0%

- <29: 4.2, 30-30: 4.0, 40-49: 3.9, 50-64: 3.7, 65+: 3.9
- 86001: 3.8, 86004: 4.1, 86005: 3.7

Sales taxes are regressive and hurt the poorest in our community who can least afford it. We need to be less reliant on sales taxes that hurt the most vulnerable.

Q43. Sales tax concerns	3.48	27.5%

- <29: 3.7, 30-30: 3.6, 40-49: 3.6, 50-64: 3.2, 65+: 3.5
- 86001: 3.5, 86004: 3.5, 86005: 3.3

We already rely on sales taxes to fund transportation, road repair, and transit. Not to mention our Bed, Board & Beverage taxes to provide funding for recreation, responsible tourism, arts & science and economic development. Increasing our sales tax to nearly 3% will make us less competitive and will harm our local businesses.

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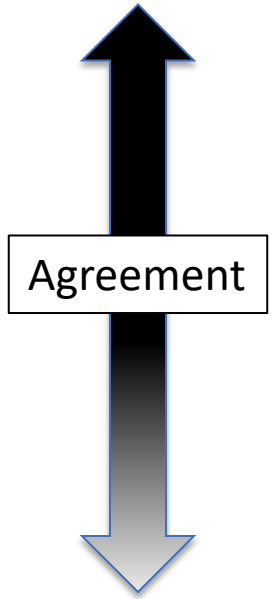
Ranking All Statements Together

	Mean	
Q27. Not the time to increase taxes	4.08	Negative
Q26. Housing and cost of living	4.07	Negative
Q42. Sales taxes are regressive	3.91	Negative
Q40. Response times	3.83	Positive
Q24. Tools and equipment	3.82	Positive
Q41. Meets our community's needs	3.67	Positive
Q23. Significant capital needs	3.65	Positive
Q43. Sales tax concerns	3.48	Negative
Q25. Not a tax rate increase	3.38	Positive



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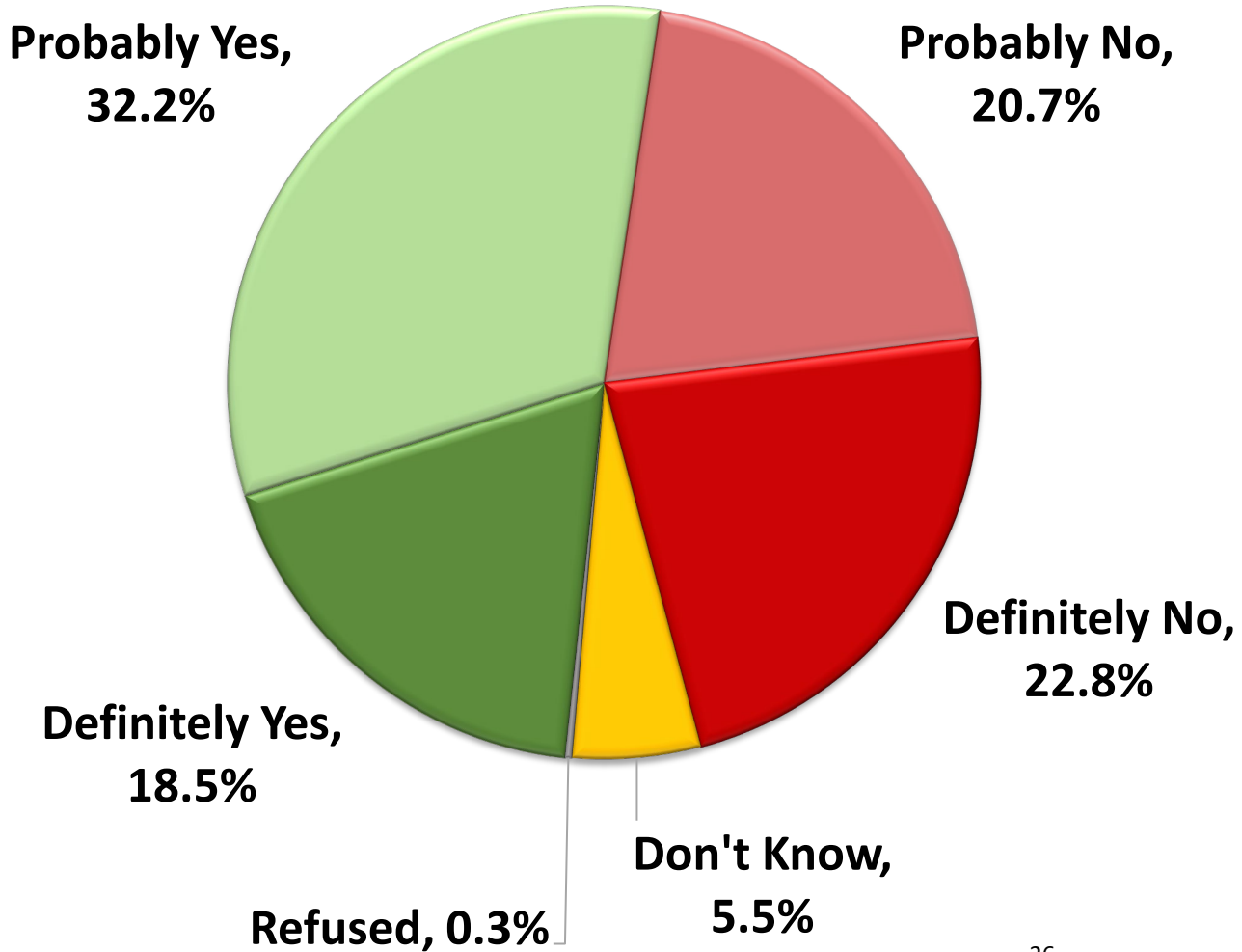
Sales Tax Post-Test: Knowing just what you know right now, would you vote Yes or No on a half-cent sales tax dedicated to public safety?



Total: 50.7% Yes
43.5% No

	Yes	No
Under 29	57.1%	28.6%
30 - 39	42.2%	54.7%
40 - 49	51.2%	41.2%
50 - 64	54.2%	42.7%
65+	49.0%	47.1%
86001	57.1%	36.6%
86004	44.6%	48.8%
86005	50.7%	46.6%

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Net Change

	Pre-Test	Post-Test	Change
Under 29	28.6%	57.1%	**+28.5%**
30 - 39	25.0%	42.2%	**+17.2%**
40 - 49	35.0%	51.2%	**+16.2%**
50 - 64	39.6%	54.2%	**+14.6%**
65+	33.7%	49.0%	**+15.3%**
86001	37.3%	57.1%	**+19.8%**
86004	28.9%	44.6%	**+15.7%**
86005	34.2%	50.7%	**+16.5%**

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If the proposal was reduced from a half-cent (0.5) to a quarter-cent (.25), would that make you more likely or less likely to vote for the sales tax measure?

15.5% Much More Likely

32.8% Somewhat More Likely

41.0% No difference

4.5% Somewhat Less Likely

3.7% Much Less Likely

2.5% Undecided/Refused

<29:	**71.4% more likely**
30-39:	**50.0% more likely**
40-49:	**45.0% more likely**
50-64:	**46.9% more likely**
65+:	**38.5% more likely**
86001:	**52.2% more likely**
86004:	**44.0% more likely**
86005:	**49.3% more likely**

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Which of these opinions comes closest to your own?

23.3% I would likely support both a bond and a public safety sales tax.

28.2% I would likely only support a bond.

13.8% I would likely only support a public safety sales tax.

29.0% I would vote no on both

5.7% Don't Know, Refused

Bond: 51.5% total support

Sales: 37.1% total support

	Both	Bond	Sales	No
Under 29	12.5%	33.9%	30.4%	14.3%
30 - 39	26.6%	28.1%	7.8%	32.8%
40 - 49	30.0%	25.0%	15.0%	27.5%
50 - 64	22.9%	30.2%	11.5%	31.2%
65+	22.1%	26.0%	9.6%	33.7%
86001	29.8%	26.7%	14.3%	23.6%
86004	16.9%	27.1%	15.1%	35.5%
86005	23.3%	34.2%	9.6%	26.0%

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Questions?

HIGHGROUND
PUBLIC AFFAIRS CONSULTANTS

Thank You!

Best of the Capitol

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