AMENDED

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
SEPTEMBER 1, 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)

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**.

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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes:** City Council Executive Session of July 7, City Council Regular Meeting July 7, 2026, City Council Executive Session of July 8, City Council Special Meeting of July 8, 2026, and City Council Executive Session of August 25, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Executive Session of July 7, City Council Regular Meeting July 7, 2026, City Council Executive Session of July 8, City Council Special Meeting of July 8, 2026, and City Council Executive Session of August 25, 2026.

5. 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.

6. COUNCIL LIAISON REPORTS

7. 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 with Kinney Construction for the Cheshire Park Dam Renovations in the amount of $142,382.00

STAFF RECOMMENDED ACTION:

1. Approve the Job Order Contract for Construction with Kinney Construction in the amount of $142,382.
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Contract: Job Order Contract with Kinney Construction, in the amount of $182,887.00 for Continental Park detention basin repair

STAFF RECOMMENDED ACTION:

1. Authorize the Job Order Contract for Construction with Kinney Construction in the amount of $182,887.00
2. Authorize the City Manager to execute the necessary documents.

C. Consideration and Approval of Contract: Ratification of the Arizona State 9-1-1 Program Funding Assistance Agreement

STAFF RECOMMENDED ACTION:

Ratify the acceptance of grant funding in the amount of $284,000.00 from the Arizona Department of Administration, Office of Grants and Federal Resources, to support the FY2027 9-1-1 budget for Coconino County.

D. Consideration and Approval of Contract: Ratify the Subrecipient Agreement with the Arizona Department of Emergency and Military Affairs for the Meade Lane Drainage Improvement Project.

STAFF RECOMMENDED ACTION:

Ratify the Subrecipient Agreement between the Arizona Department of Emergency and Military Affairs and the City of Flagstaff for the Meade Lane Drainage Improvement Project for a grant amount of $633,323.03

E. Consideration and Approval of Contract: Ratification of Job Order Contract and associated Change Order 1 with Eagle Mountain Construction for a temporary drainage improvement for the total amount of $115,505.72

STAFF RECOMMENDED ACTION:

1. Ratify the approval of the JOC contract and associated Change Order 1 to Eagle Mountain Construction for a drainage improvement project along Phoenix Avenue and BNSF for the amount of $115,505.72
2. Ratify the authorization of the City Manager to execute the necessary documents.

F. Consideration and Approval of Contract Amendment: First amendment to Kimley-Horn Parks, Recreation, Open Space, and Events (PROSE) Master Plan contract to include a user rate fee study for the PROSE and Communication and Civic Engagement (C&CE) Divisions.

STAFF RECOMMENDED ACTION:

1. Approve the contract amendment with Kimley-Horn and Associates to include a user rate fee study for an amended contract amount not to exceed $254,530 (the cost of the user rate fee study is $55,000).
2. Authorize the City Manager to execute the necessary documents.

8. REGULAR AGENDA

A. Consideration and Approval of Settlement: *City of Flagstaff v. Consolidated Investment Company, Inc., et al.*, S0300CV2023-00265, currently pending in Coconino County Superior Court.

STAFF RECOMMENDED ACTION:

1. Approve settlement of the matter of *City of Flagstaff v. Consolidated Investment Company, Inc., et al.*, pursuant to the terms of the tentative settlement discussed in executive session on August 25, 2026, and
2. Authorize and direct the City Attorney to execute all documents and take such other actions as are necessary to finalize the settlement.

9. DISCUSSION ITEMS

A. Public Safety Ballot Measure Update

City staff will present information about public outreach and education for the Public Safety Ballot Measures, Propositions 404 and 405, and seek Council feedback.

10. OPEN CALL TO THE PUBLIC

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

12. ADJOURNMENT

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: Georganna Staskey, Deputy City Clerk

Date: 08/30/2026

Meeting Date: 09/01/2026

TITLE:

Consideration and Approval of Minutes: City Council Executive Session of July 7, City Council Regular Meeting July 7, 2026, City Council Executive Session of July 8, City Council Special Meeting of July 8, 2026, and City Council Executive Session of August 25, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Executive Session of July 7, City Council Regular Meeting July 7, 2026, City Council Executive Session of July 8, City Council Special Meeting of July 8, 2026, and City Council Executive Session of August 25, 2026.

Executive Summary:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

Financial Impact:

None.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

Council could choose to not approve the minutes.

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments: 07.07.2026. CCSMES
07.07.2026.CCRM
07.08.2026.CCSMES

07.08.2026.CCSM
08.25.2026.CCSMES

CITY COUNCIL SPECIAL MEETING
TUESDAY, JULY 7, 2026
COUNCIL CHAMBERS
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting to order at 1:00 p.m.

2. Roll Call

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

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Austin Aslan Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Staff:	Joanne Keene, City Manager; Sterling Solomon, City Attorney

3. Recess into Executive Session

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to recess into Executive Session.

Vote: 7 - 0 - Unanimously

Council recessed into Executive Session at 1:05 p.m.

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. §38-431.03(A)(3), (4), respectively

i. Discussion, consultation, and legal advice regarding the draft development agreement for the Proposed Starlight Trail development.

B. ~~Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3), (4), and (7), respectively~~

i. ~~Legal advice and discussion regarding lease agreement for the East Flagstaff Community Library.~~

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 2:49 p.m.

7. Mayor and Council possible direction regarding Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to direct and authorize the City Attorney and/or designated city representative to proceed as discussed in executive session items listed in Item(s) 5Ai.

Vote: 7 - 0 - Unanimously

8. Adjournment

The Special Meeting of the Flagstaff City Council held July 7, 2026, adjourned at 2:51 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on July 7, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st September, 2026

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JULY 7, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held July 7, 2026, to order at 3:02 p.m.

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.

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Austin Aslan Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Staff:	Joanne Keene, City Manager; Sterling Solomon, City Attorney

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

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember Aslan read the 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Executive Session of March 24, 2026, Work Session of March 24, 2026, City Council Work Session of April 14, 2026, City Council Work Session of

April 28, 2026, City Council Regular Meeting of May 5, 2026, Executive Session of May 12, 2026, Work Session of May 12, 2026, Executive Session of May 19, 2026, City Council Regular Meeting of May 19, 2026, Executive Session of May 26, 2026, City Council Work Session of May 26, 2026, Executive Session of June 2, 2026, Regular Meeting of June 2, 2026, Executive Session of June 9, 2026, City Council Work Session of June 9, 2026, Regular Meeting of June 16, 2026, Executive Session of June 23, 2026, and City Council Work Session of June 23, 2026.

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to approve the minutes of the City Council Executive Session of March 24, 2026, Work Session of March 24, 2026, City Council Work Session of April 14, 2026, City Council Work Session of April 28, 2026, City Council Regular Meeting of May 5, 2026, Executive Session of May 12, 2026, Work Session of May 12, 2026, Executive Session of May 19, 2026, City Council Regular Meeting of May 19, 2026, Executive Session of May 26, 2026, City Council Work Session of May 26, 2026, Executive Session of June 2, 2026, Regular Meeting of June 2, 2026, Executive Session of June 9, 2026, City Council Work Session of June 9, 2026, Regular Meeting of June 16, 2026, Executive Session of June 23, 2026, and City Council Work Session of June 23, 2026.
Vote: 7 - 0 - Unanimously

5. OPEN CALL TO THE PUBLIC

Ann Pollock urged the Council to deny the Certificate of Economic Hardship appeal requested by Capri Flagstaff LLC. She questioned whether the developer had conducted proper due diligence before purchasing property within the downtown historic overlay zone and expressed hope that the outcome would lead to stronger communication between the City Council and the Heritage Preservation Commission.

Michelle Baggs, founder of the local nonprofit Frontline Phoenix and a former paramedic and EMT, spoke in support of decriminalizing natural psychedelics. Drawing on her personal and professional experience with cumulative stress injury among frontline workers, she argued that when existing treatments fall short, communities have a responsibility to explore alternative healing pathways. She asked the Council to support Decriminalize Nature Flagstaff as a means of honoring those who serve the community.

Jamie Blazquez, president of the Flagstaff Psychedelic Society and organizer of Decriminalize Nature Flagstaff, also spoke in support of the initiative. She noted a recent federal executive order acknowledging psychedelics as promising treatments for serious mental illness and emphasized that decriminalization, already adopted in 31 cities and two counties nationally, would not create commercial sales or conflict with existing law, but would protect community members seeking healing while formal medical and legal frameworks continue to develop.

Colleen Maring, Chief People Officer at Northern Arizona Healthcare, shared data reflecting significant strain on Flagstaff Medical Center, including a 22% increase in patient discharges over the past four years. She described adaptive measures the hospital has implemented to manage capacity, including more intensive monitoring of patient length of stay and use of pre-operative areas as overflow space. She acknowledged the impact these pressures have on patients and assured the Council that the organization remains committed to expanding access and maintaining quality care.

Alycia Hayes asked the Council to consistently apply the Downtown Flagstaff Vision and Action Plan adopted in 2024, which identified preserving historic character as the community's top priority among 21 options in a survey of more than 1,200 residents. She highlighted the plan's guidance that new downtown construction be compatible in scale, design, and materials with the historic core, and that larger developments be directed to locations outside that core. She also noted the economic and environmental value of historic preservation, citing tourism as Flagstaff's top industry and emphasizing that reusing existing buildings supports the city's sustainability goals.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Flagstaff Parks and Recreation Month

Councilmember Garcia read and presented the proclamation.

B. **Recognition:** Flagstaff Regional Land Use Plan 2045

City Manager Keene presented a formal acknowledgement to the Regional Plan 2045 team, recognizing the extensive collaborative effort that brought the plan to fruition. She noted that when she requested a full list of contributors, she received eleven pages of names, underscoring the breadth of participation involved. With regard to the results of the May 19, 2026 election, they saw a 27.5% voter turnout with 5,945 community members supporting the plan, exceeding the 2014 regional plan election's 25.22% turnout and 5,338 votes in support.

Planning and Development Services Director Michelle McNulty echoed the appreciation, describing the process as a reflection of how deeply the community cares about Flagstaff's future, and offered particular recognition to Sara Dechter for her project management leadership. She expressed enthusiasm for moving into the implementation phase of the plan.

Sara Dechter, transitioning to a planning director role with Mountain Line, closed by describing the regional plan process as extraordinary in scale, spanning thousands of public comments, multiple rounds of review, and years of coordinated effort across dozens of city and county staff. She expressed pride in Flagstaff's approach to regional planning and gratitude to all who contributed.

C. **Recognition:** Leader of the Year

City Manager Keene announced and recognized the Mary Jo Jenkins, 2025 Leader of the Year, Fire Chief Mark Gaillard. She highlighted his commitment to developing future fire service leaders through training, conference engagement, and regular visits to firehouses to ensure open communication with personnel and their families. He was also credited for his proactive work on the homeowners insurance crisis, including launching a home hardening assessment program, coordinating with state and regional contacts, and engaging government and insurance industry leaders on potential solutions.

Chief Gaillard was further recognized for his role in initiating the public safety ballot measure process nearly three years ago, when he and Deputy Chief Wilson presented a comprehensive analysis of the current and future state of fire service in Flagstaff. He subsequently led an internal working team, developed a ten-year financial calculator used to identify operational gaps and associated costs, and helped a citizen committee refine the recommendations. His collaborative partnerships, internally with city leadership and externally with regional fire districts, Navajo Nation Fire, and the Regional Communications Center, were also noted as hallmarks of his leadership.

Chief Gaillard expressed deep humility and gratitude, noting that being singled out among a leadership team of equally dedicated colleagues was both overwhelming and meaningful. He reflected on the honor of having the award named after Mary Jo, acknowledged his wife's steadfast support, and described his opportunity to serve the Flagstaff community and its firefighters as a dream come true.

7. COUNCIL LIAISON REPORTS

Councilmember House reported that the Housing Commission heard presentations from Habitat for Humanity of Northern Arizona on their programs, including HOA fee structures at Timber Sky and potential church partnerships, as well as a housing market overview and information from the Northern Arizona Builders and Remodelers Association.

Councilmember Aslan reported on three liaison meetings. The Tourism Commission meeting was routine given the start of summer season. He chaired the Coconino Plateau Water Advisory Committee Board meeting, where Senior Engineering Project Manager Christine Cameron presented

an update on the Rio to Flag project. The Sustainability Commission meeting covered the latest consumer confidence report, a presentation by an ADEQ hydrologist on PFAS and related statewide actions, and two presentations by Commissioner Carlson addressing water quality concerns in Flagstaff and health, contamination, and noise pollution related to BNSF rail lines.

Councilmember Garcia reported that the Library Commission did not meet this month and will reconvene next month. He also recognized the Parks and Recreation team for a successful 4th of July drone show at Foxglenn Park, noting smooth traffic management and a positive audience response.

Councilmember Matthews noted that the Airport Commission would be meeting later that week.

8. 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: Indigenous Commission

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Lori Matthews to appoint Sheldon Yazzie to the Indigenous Commission as an Ex-officio member.
Vote: 7 - 0 - Unanimously

9. 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.

Mayor Daggett opened the public hearing on all applications.

Deputy City Clerk Georganna Staskey introduced the applications and indicated that the Police Department and Planning and Development Services had provided their respective findings.

There being no public comment Mayor Daggett closed the public hearing.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to forward the applications to the State with a recommendation for approval.
Vote: 7 - 0 - Unanimously

A. Consideration and Action on Liquor License Application: Lisbeth Valenzuela Montiel "Tres Amigos Mexican Restaurant Flagstaff", 1800 S Milton rd STE21, Series 12 (Restaurant), New Application

B. Consideration and Action on Liquor License Application: Jamima Lee Kim "Tiki Grill" 1509 S Milton Rd., Series 12 (Restaurant), New Application

C. Consideration and Action on Liquor License Application: Lauren Kay Merrett "Miz Zips," 2924 E Route 66., Series 12 (Restaurant), New Application

D. Consideration and Action on Liquor License Application: Vaneet Sapra " One Stop" 2325 S. Woodlands Village Blvd, Series 009 (Liquor Store) Owner Transfer

E. Consideration and Action on Liquor License Application: Dhavalkumar Kirit Patel "Heena" 2202 East Route 66, Sampling Privilege on Series 10 (Beer and Wine Only)

10. 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.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Anthony Garcia to approve the Consent Agenda as posted.
Vote: 7 - 0 - Unanimously

A. Consideration of Appointments: Consideration of Appointments of Magistrate and On-Call Magistrates for the Flagstaff Municipal Court.

Approve the appointments of Magistrate James Speed and On-Call Magistrates Charles Adornetto and Staci Foulks to the Flagstaff Municipal Court.

B. Consideration and Approval of Contract: General Services Contract with Holiday Lights, LLC in an amount not to exceed $75,000, annually, for Holiday Light and Decor Installation.

1. Approve the General Services Contract with Holiday Lights, LLC in an amount not to exceed $75,000, annually, for Holiday Light and Decor Installation; and
2. Authorize the City Manager to execute the necessary documents.

C. Consideration and Approval of Contract: Job Order Construction Contract with Schofield Civil Construction, LLC in the amount of $706,173.90 to install a new Screw Press at Wildcat Hill Reclamation Plant to aid in the dewatering of Solids.

1. Approve the Job Order Construction Contract with Schofield Civil Construction, LLC in the amount of $706,173.90 to install a new Screw Press at Wildcat Hill Reclamation Plant to aid in the dewatering of Solids; and
2. Authorize the City Manager to execute the necessary documents.

D. Consideration and Approval of Contract: Cooperative Purchase Contract with Carahsoft Technology Corp. in the amount of $108,482.15, annually, for OpenGov Asset Management and Work Order Software.

1. Approve the Cooperative Purchase Contract with Carahsoft Technology Corp. for OpenGov Asset Management and Work Order Software in the amount of $108,482.15, annually; and
2. Authorize the City Manager to execute the necessary documents.

E. Consideration and Approval of Contract: Cooperative Purchase Contract with Courtesy Chevrolet in the Amount of $125,095.39 for the Purchase of One (1) 2026 Chevrolet 2500 Crew Cab 4x4 and One (1) 2026 Chevrolet 3500 Crew Cab 4x4 with Royal Contractor Body for the Right of Way Maintenance Program.

1. Approve the Cooperative Purchase Contract with Courtesy Chevrolet in the amount of $125,095.39, including all applicable taxes for (1) 2026 Chevrolet 2500 4x4 Supervisor Truck and (1) 2026 Chevrolet 3500 4x4 with a Royal contractor body from Courtesy Chevrolet; and
2. Authorize the City Manager to execute the necessary documents.

F. Consideration and Approval of Contract: Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford in the amount of $107,607.74 for the purchase of a 2027 Ford F450 4x4 with a Switch N Go Arbor Body for the Streets Right of Way program.

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford in the amount of $107,607.74 for the purchase of a 2027 Ford F450 4x4 with a Switch N Go Arbor Body for the Streets Right of Way program; and
2. Authorize the City Manager to execute the necessary documents.

G. Consideration and Approval of Contract: Cooperative Purchase Contract with FiveOliver, LLC DBA Oliver Roofing Systems in the amount of $1,169,730.00 for the full replacement of the standing seam metal roof at City Hall.

1. Approve the Cooperative Purchase Contract with FiveOliver, LLC DBA Oliver Roofing Systems in the amount of $1,169,730.00 for the full replacement of the standing seam metal roof at City Hall; and
2. Authorize the City Manager to execute the necessary documents.

H. Consideration and Approval of Contract: Approval of a Cooperative Purchase Contract with Midwest Motor Supply Co. Inc. dba Kimball Midwest for Fleet Maintenance, Repair, and Operation (MRO) Supplies and Related Services.

1. Approve the Cooperative Purchase Contract with Midwest Motor Supply Co. Inc. dba Kimball Midwest for an annual, not-to-exceed amount of $62,000, for an initial three-year term with the option to renew for up to two additional one-year terms; and
2. Authorize the City Manager to execute the necessary documents.

I. Consideration and Approval of Contract: Leases for Car Rental Concessions at Flagstaff Pulliam Airport with the Hertz Corporation (for Hertz and Dollar Car Rental), Enterprise Leasing Company of Phoenix, LLC (for Enterprise Car Rental), Enterprise Leasing Company of Phoenix, LLC (for Alamo and National Car Rental), and Avis Budget Car Rental, LLC (for Avis and Budget Car Rental).

1. Approve the Leases for Car Rental Concessions at Flagstaff Pulliam Airport with the Hertz Corporation (for Hertz and Dollar Car Rental), Enterprise Leasing Company of Phoenix, LLC (for Enterprise Car Rental), Enterprise Leasing Company of Phoenix, LLC (for Alamo and National Car Rental), and Avis Budget Car Rental, LLC (for Avis and Budget Car Rental)
2. Authorize the City Attorney and Airport Director to approve final amendments.
3. Authorize the City Manager to execute the necessary documents.

J. Consideration and Approval of Engineering Contract Change Order: Change Order #6 to WSP USA, Inc. in the amount of $573,878.00 for the Downtown Mile Safety and Connectivity Improvement Project.

1. Approve the Engineering Professional Services Change Order #6 to WSP USA, Inc. (WSP) in the amount of $573,878.00; and
2. Approve the time extension of 549 calendar days; and
3. Authorize the City Manager to execute the necessary documents.

K. Consideration and Approval of Contract: Cooperative Purchase Contract with JE Fuller Hydrology and Geomorphology, Inc., in the amount of $247.381 over three years for the Lake Mary Water Monitoring Project.

1. Approval of a Cooperative Purchase Contract with JE Fuller Hydrology and Geomorphology, Inc. in the amount of $247,381 for the Lake Mary Watershed Monitoring Project; and
2. Authorize the City Manager to execute the necessary documents.

L. Consideration and Approval of Contract: First Amendment to the A/E Professional Services Contract with WSP USA, Inc. in the amount of $1,492,018.52 for the Butler Avenue Complete Streets Project, Phase 2 - Final Design Services.

1. Approve the First Amendment to the A/E Professional Services Contract with WSP USA, Inc. in the amount of $1,492,018.52 for the Butler Avenue Complete Streets Project, Phase 2 - Final Design Services; and
2. Authorize the City Manager to execute the necessary documents.

M. Consideration and Ratification of Contract: Purchase Agreement with Fleet Guy, LLC (dba Truck Site) in the amount of $304,470 plus applicable taxes for the purchase of a 2004 Oshkosh T1500 Aircraft Rescue and Firefighting (ARFF) vehicle for Flagstaff Pulliam Airport (Airport).

1. Ratify the Purchase Agreement with Fleet Guy, LLC (dba Truck Site) for the purchase of a 2004 Oshkosh T1500 ARFF vehicle for Flagstaff Pulliam Airport; and
2. Authorize the City Manager to execute the necessary documents.

N. Consideration and Ratification of Letter to Request a Veto of HB2460

Retroactively approve the letter.

O. Consideration and Approval of Agreement: Partial Satisfaction of Reimbursement Agreement with CBAR 19 Flagstaff, LLC in the amount of $112,486.43 related to the City's proportional share of the construction costs of Kitty Hawk Lane.

Approve the Partial Satisfaction of Reimbursement Agreement with CBAR 19 Flagstaff, LLC in the amount of $112,486.43.

11. ROUTINE ITEMS

A. Consideration and Adoption of Ordinance No. 2026-13: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2027. (Primary and secondary property tax levies for FY 2026-27).

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to read Ordinance No. 2026-13 by title only for the final time.
Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2027

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to adopt Ordinance No. 2026-13.
Vote: 7 - 0 - Unanimously

B. Consideration and Adoption of Resolution No. 2026-38 and Ordinance No. 2026-17: Amending the Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0006, Employee Advisory Committee, and amending the Employee Handbook of Regulations Section 1-10-070, Employee Advisory Committee.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Resolution No. 2026-38.
Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Ordinance No. 2026-17 by title only for the final time.
Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, SECTION 1-14-001-0006, EMPLOYEE ADVISORY COMMITTEE, AND THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-10-070, EMPLOYEE ADVISORY COMMITTEE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "2026 CITY CODE AND EMPLOYEE HANDBOOK AMENDMENTS – EMPLOYEE ADVISORY COMMITTEE", PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to adopt Ordinance No. 2026-17.
Vote: 7 - 0 - Unanimously

C. Consideration and Adoption of Ordinance No. 2026-15: An ordinance of the City Council of the City of Flagstaff, authorizing the exchange of real property of substantially equal value with Leroux Retail, L.L.C.; providing for delegation of authority, repeal of conflicting ordinances severability, authority for clerical corrections, and establishing an effective date

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Ordinance No. 2026-15 by title only for the final time.
Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE EXCHANGE OF REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE WITH LEROUX RETAIL, L.L.C.; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Ordinance No. 2026-15.
Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to approve the exchange agreement.
Vote: 7 - 0 - Unanimously

D. Consideration and Adoption of Ordinance No. 2026-14: An ordinance of the City Council of the City of Flagstaff, abandoning approximately 2,400 square feet of Right of Way in block of Townsite; providing for delegation of authority, repeal of conflicting ordinances, severability, and establishing an effective date

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2026-14 by title only for the final time.
Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING APPROXIMATELY 2,400 SQUARE FEET OF RIGHT OF WAY IN BLOCK OF TOWNSITE; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2026-14.
Vote: 7 - 0 - Unanimously

E. Consideration and Adoption of Ordinance No. 2026-16: An ordinance of the City Council of the City of Flagstaff, approving amended and restated easements on Observatory Mesa with the Hidden Bluff Homeowners Association; providing for delegation of authority, severability, and establishing an effective date

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2026-16 by title only for the final time.
Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, APPROVING AMENDED AND RESTATED EASEMENTS ON OBSERVATORY MESA WITH THE HIDDEN BLUFF HOMEOWNERS' ASSOCIATION; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2026-16.
Vote: 7 - 0 - Unanimously

F. Consideration and Approval of Contract: Job Order Construction Contract with Eagle Mountain Construction, Inc. in the amount of $2,263,330 for the Meade Lane Utility Improvements Project.

Capital Improvements Project Manager Geneva Lanzetta provided a PowerPoint presentation that covered the following:

MEADE LANE IMPROVEMENTS
CONTEXT MAP
PROJECT EXTENT
MEADE LANE – JOC AWARD
PROJECT COMPONENTS
PROJECT SCHEDULE
STAKEHOLDERS
PROJECT FUNDING

Councilmember House asked about the difference between the contract amount and the contract allowance. Ms. Lanzetta explained that the contract amount is for what the contractor identifies as the exact dollar amount for construction. The contract allowance is a 5% contingency that we request for any unplanned things that could come up during construction.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to approve a one-time Job Order Contract per project expenditure limit increase from $2,000,000 to the final amount of the contract for the Meade Lane Project, approve the Job Order Construction Contract with Eagle Mountain Construction, Inc. in the amount of $2,263,330 with a contract duration of 300 calendar days, approve a Contract Allowance of $92,771, which is 5% of the lowest responsive bid, and authorize the City Manager to execute the necessary documents.
Vote: 7 - 0 - Unanimously

G. Consideration and Approval of Contract: Approve the First Amendment to the Construction Phase Services Agreement - GMP 02 with J. Banicki Construction, Inc. in the amount of $17,591,640.08 for construction services for the John Wesley Powell Blvd. Extension Project.

Capital Improvements Project Manager David Pedersen provided a PowerPoint presentation that covered the following:

J.W. POWELL EXTENSION
GMP 2 – BANICKI CONSTRUCTION
VICINITY MAP
PROJECT SECTIONS
ENGINEERING UPDATE
JWP EXTENSION CORRIDOR – 22 MAY
TIMELINES
GMP 2 COMPONENTS

Councilmember Matthews inquired about the contingency percentage included in the project budget, noting that construction contracts typically carry 10% contingencies. Mr. Pedersen clarified that the contingencies on this project are approximately 3.5%, calculated based on anticipated problem areas such as unsuitable materials or unexpected ground conditions, rather than as a flat percentage of the total project cost.

Councilmember Matthews also asked whether adjacent property owners would be constructing their portions of the roadway simultaneously. Mr. Pederson stated that while they are not in constant contact with those parties, they are optimistic about aligned timelines, noting that bids appear to be out and plans have been submitted to the city, suggesting the other segments would be completed within a similar timeframe.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to approve the First Amendment to the Construction Phase Services Agreement - GMP 02 J. Banicki Construction, Inc. for a Guaranteed Maximum Price (GMP) of $17,591,640.08, which includes the CMAR and Owner’s contingencies and a contract period of 425 calendar days, approve a CMAR Contingency of $610,342.00 which is 3.73% of the Guaranteed Maximum Price, approve an Owner’s Contingency of $610,342.00 which is 3.73% of the Guaranteed Maximum Price, and authorize the City Manager to execute the necessary documents.
Vote: 7 - 0 - Unanimously

12. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2026-40: A resolution of the Flagstaff City Council adopting the 2026 Coconino County Multi-Jurisdictional Hazard Mitigation Plan

Emergency Program Manager Daniel Kelly stated that the presentation from June 9, 2026 covered the elements of the plan and offered if there were any additional questions he was happy to answer.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2026-40 by title only.
Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE 2026 COCONINO

COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND REPEALING RESOLUTION 2021-55 ADOPTING THE PRIOR PLAN

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2026-40.
Vote: 7 - 0 - Unanimously

B. Consideration and Adoption of Resolution No. 2026-41: A resolution renaming Cheshire Park to the "Ken Ingols Cheshire Park"

Assistant Parks, Recreation, Open Space, and Events Director Amy Hagin introduced the proposal to name Cheshire Park in honor of Ken Ingols, who served as the City of Flagstaff's Parks and Recreation Director from the 1960s through the 1970s and beyond. She was joined by several of Mr. Ingols' family members and a former city employee, who each spoke informally and from the heart about his lasting contributions to the community. Ms. Hagin noted that much of what residents see and enjoy in Flagstaff's parks and recreation system today traces back to Ken Ingols' vision and leadership.

Former city employee Darrell Gable, who began working under Mr. Ingols in 1968, reflected on his instrumental role in developing many of Flagstaff's parks and recreational programs, including the ice rink, neighborhood parks, open space preservation, the Murdoch Center, and organized sports leagues such as slow pitch softball and volleyball. He noted that Mr. Ingols was among the first residents of the Cheshire neighborhood, having moved there around 1962, making the proposed naming especially fitting and meaningful.

Mr. Ingols' granddaughter Danielle Cox shared a memory of spending time with her grandfather during his final summer, driving around Flagstaff so he could revisit the parks he had helped create. She reflected that his greatest gift was ensuring every neighborhood in Flagstaff had open spaces where people could gather and find leisure.

Mr. Ingols' daughter Kelley Ingols spoke about his humility and his lifelong commitment to community over personal recognition, noting that the process of pursuing this naming had taken five to six years, and that Mr. Ingols had passed away three years prior before it could be realized during his lifetime. Letters from community members Kirsten Levin and Jennifer Rowe were also read into the record highlighting Mr. Ingols' decades of service, his role in protecting Buffalo Park, his contributions to youth programming including Safety Town and recreational sports, his teaching of recreation management courses at the local university, and his personal generosity in mentoring and including young residents in community activities.

Ms. Hagin explained that the proposal is to name the existing Cheshire Park grounds, including the tennis courts, basketball court, playground, and grassy areas, the Ken Ingols Cheshire Park, and designate a future nine-acre expansion featuring a running track and multi-purpose field as the Ken Ingols Running Track and Multi-Purpose Field. The Parks and Recreation Commission unanimously supported the proposal in December 2025.

Councilmember House expressed that while the honor could not be bestowed during his lifetime, naming the park was a meaningful way to keep his memory alive for generations to come.

Councilmember Garcia, who serves as the Council liaison to the Parks and Recreation Commission, reflected on the broader significance of honoring individuals whose work in areas like parks and recreation profoundly shapes quality of life, and committed to carrying Mr. Ingols' spirit into future commission discussions.

Vice Mayor Sweet thanked the family for their perseverance and recognized staff for their dedication in seeing the proposal through to this point.

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2026-41 by title only.
Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL RENAMING CHESHIRE PARK THE "KEN INGOLS CHESHIRE PARK"

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to adopt Resolution No. 2026-41.
Vote: 7 - 0 - Unanimously

C. Consideration and Adoption of Resolution No. 2026-42: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) between the City of Flagstaff and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT) for the design and construction of Flagstaff Urban Trail System (FUTS) improvements along Route 66.

City Engineer Paul Mood provided a PowerPoint Presentation that covered the following:

ADOT IGA WEST ROUTE 66 FUTS DESIGN AND CONSTRUCTION
ADOT W. ROUTE 66 FUTS IGA
ADOT ROUTE 66 PAVEMENT PRESERVATION PROJECT
ADOT IGA
ADOT ESTIMATED COSTS

Moved by Councilmember David Spence, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2026-42 by title only.
Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR DESIGN AND CONSTRUCTION OF FLAGSTAFF URBAN TRAIL SYSTEM IMPROVEMENTS ON WEST ROUTE 66

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember David Spence to adopt Resolution No. 2026-42.
Vote: 7 - 0 - Unanimously

D. Consideration and Adoption of Ordinance No. 2026-19: An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System, by amending the City of Flagstaff Employee Handbook of Regulations, Section 1-50-051, Parental Leave.

Human Resources and Risk Management Director Ryan Saxby provided a PowerPoint Presentation that covered the following:

PAID PARENTAL LEAVE POLICY CHANGES
EMPLOYEE HANDBOOK ARTICLE 1-50-034
BACKGROUND
PAID PARENTAL LEAVE – KEY CHANGES
PPL POLICY – STAKEHOLDER REVIEW

Councilmember Aslan inquired how the city's current and proposed paid parental leave policy compares with other municipalities across the state. Mr. Saxby responded that a survey was conducted through a citywide HR listserv, with responses received from Avondale, Queen Creek, Buckeye, Mesa, Pima County, Chandler, and Tucson. The survey found considerable variation among jurisdictions with some offering no paid leave at all, while others provide up to 12 weeks running concurrently with FMLA. Some municipalities require leave to be taken continuously rather than intermittently or on a reduced schedule, and some limit eligibility to birth, bonding, or adoption without the broader qualifying events included in Flagstaff's current policy.

Councilmember Aslan expressed support for robust employee benefits, noting that financial feasibility

had been considered, and asked whether staff had explored replacing the term "parental leave" with a more inclusive term that better reflects the range of caregiving relationships covered by the policy. Ms. Saxby acknowledged that the terminology had not been thoroughly examined, noting that the term "parental leave" was used consistently among the surveyed jurisdictions and that aligning with that language was part of the reasoning for the current naming. He indicated a willingness to revisit the terminology in any future policy updates.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Ordinance No. 2026-19 by title only.
Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-50-051, PARENTAL LEAVE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

13. OPEN CALL TO THE PUBLIC

None

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

Councilmember Matthews reported attending three events; she was present at Recovery Court, which was also Judge Reed's final time presiding over the court, and described the outpouring of appreciation for his contributions to that program. She also attended the monthly Healing Center Steering Committee meeting, noting that while some potential building sites have been lost, the group continues to explore other opportunities. Most significantly, she attended a day-and-a-half sequential intercept mapping workshop, where she delivered opening remarks. The workshop brought together justice, county, and mental health partners to identify gaps in services and opportunities for early diversion for low-risk offenses, with the goal of better supporting individuals with mental health and substance use challenges rather than routing them through the justice system.

Councilmember Garcia echoed his appreciation for the sequential intercept mapping workshop, noting that it reinforced his view that the evolution toward community policing and restorative justice extends beyond the police department to all phases of the justice system. He also announced two upcoming community input meetings for Sunnyside neighborhood residents regarding Ponderosa Park and encouraged residents to attend and share their vision for the park. He additionally invited the community to join the second annual Rev Up Unity event where motorcycle enthusiasts will gather to prepare sack lunches for Flagstaff Shelter Services, the Crown, and the Lantern.

Councilmember Aslan wished his colleagues a restful break ahead of the following day's special meeting.

Vice Mayor Sweet also wished everyone a good break and thanked her colleagues for their work.

Councilmember House reported attending the Back to Flagstaff Banquet, a biennial celebration honoring the history and heritage of Flagstaff's Black community. She also attended the Healing Center Steering Committee meeting, where she shared information about a SAMHSA notice of funding opportunity offering multi-million-dollar grants for recovery and behavioral health programming, which she noted would likely be pursued primarily through the county.

Councilmember Spence reported that he previously participated in a Boys and Girls Club Town Hall with approximately 20 young people asking questions about government and public policy, and announced that Coconino Community College is hosting a Student Leadership Academy that he will participate in.

Mayor Daggett shared that she had participated in ride-alongs with the solid waste and residential recycling teams, including her first visit to the landfill, describing the experience as valuable for

understanding city operations. She noted an upcoming Basics of Disability Benefits event at the public library that will cover special needs trusts and Social Security benefits and encouraged attendance at the upcoming Downtown Matters Conference.

City Manager Keene reminded the Council of the special meeting the following morning and then the summer break running through August 24th, though noted the possibility of reconvening earlier for election canvassing. She recognized the city team, particularly Emergency Management Manager Daniel Kelly, Airport Director Brian Gall, and staff across fire, police, and the manager's office for their work in response to the Pocket Fire, which while outside city limits had significantly impacted airport operations by triggering a temporary flight restriction. She reported that commercial airport operations were expected to resume that day. She also noted that Coconino County would be considering a resolution acknowledging the economic hardship caused by the fire, and that the city would be providing a supporting letter from the Mayor to help affected businesses access potential funding.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held July 7, 2026, adjourned at 5:20 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on July 7, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st day of September, 2026

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
WEDNESDAY, JULY 8, 2026
COUNCIL CHAMBERS
211 WEST ASPEN AVE
9:00 A.M.

1. Call to Order

Mayor Daggett called the Special Meeting to order at 9:00 a.m.

2. Roll Call

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

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Austin Aslan Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Staff:	Joanne Keene, City Manager; Sterling Solomon, City Attorney

3. Recess into Executive Session

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember David Spence to recess into Executive Session.

Vote: 7 - 0 - Unanimously

Council recessed into Executive Session at 9:05 a.m.

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Legal advice regarding the proposed development by Capri Development LLC at 19 W. Birch Avenue and Capri Development's appeal of the Heritage Preservation Commission's denial of a Certificate of Economic Hardship for demolition of the existing building at 19 W. Birch Ave., including the process and standards for approval of certificates of economic hardship.

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 10:01 a.m.

7. Adjournment

The Special Meeting of the Flagstaff City Council held July 8, 2026, adjourned at 10:01 a.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on July 8, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st day of September, 2026

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JULY 8, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the special meeting of the Flagstaff City Council held July 8, 2026, to order at 10:06 a.m.

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

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Austin Aslan Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Staff:	Joanne Keene, City Manager; Sterling Solomon, City Attorney

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

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff, and Councilmember House read the 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. PUBLIC HEARING

A. Appeal of the Certificate of Economic Hardship Denial for 19 W. Birch Ave.

Senior Planner and Heritage Preservation Officer Lauren Clementino provided a PowerPoint presentation that covered the following:

CERTIFICATE OF ECONOMIC HARDSHIP APPEAL PZ-25-00106-06 19 W.BIRCH AVE
APPELLANT REQUEST
PROJECT LOCATION
PROJECT BACKGROUND
HERITAGE PRESERVATION COMMISSION REVIEW
PHASE 1 CULTURAL RESOURCE STUDY
PHASE 2 CULTURAL RESOURCE STUDY
CERTIFICATE OF APPROPRIATENESS
CERTIFICATE OF ECONOMIC HARDSHIP
APPLICABILITY
CRITERIA FOR APPROVAL
APPEAL PROCESS AND REVIEW
STAFF RECOMMENDATION
COUNCIL OPTIONS

Councilmember House asked what qualifies as a cultural resource, noting that while many terms are defined in the ordinance, "cultural resource" is not. Ms. Clementino explained that the term is defined elsewhere in the code using established criteria. She said cultural resources can include archaeological sites or other resources that have yielded, or may be likely to yield, significant information.

Councilmember Garcia asked staff to explain the basis for the original recommendation for approval and to describe how each of the six approval criteria was evaluated. Ms. Clementino stated that the required studies supported Criterion A. She explained that Criterion B, economic hardship, is broadly defined and subject to interpretation. In her professional opinion, the applicant met the criterion by demonstrating that the property's value had declined from approximately $4 million to $2 million, providing rental income comparisons, and documenting structural issues that would require an estimated 50 years to recover rehabilitation costs. She stated that Criterion C was also met. She explained that Criterion D, demolition by neglect, was not applicable because there was no evidence of neglect or unpermitted work. For Criterion E, she said the applicant had explored alternatives, including residential conversion and financing options, but those efforts were not sufficient to make the project feasible.

Councilmember Garcia noted that while some of the criteria are objective, others rely on professional judgment. He asked how decision-makers should evaluate those more subjective standards. Ms. Clementino acknowledged that some of the criteria are open to interpretation and that different professionals may reasonably reach different conclusions.

Capri Flagstaff LLC representative Tyler Mark, Capri Owner Jim O’Connell, and Owner of Cornerstone Environmental Caitlin Stewart provided a PowerPoint presentation that covered the following:

GRADUATE HOTEL – FLAGSTAFF
OVERVIEW
HOW WE GOT HERE
DEVELOPER’S HISTORY
PHASE 1 CULTURAL STUDIES
PHASE 2 CULTURAL STUDIES
WHERE WE’D LIKE TO GO
HOTEL ELEVATION
GARAGE RENDERINGS
LANDSCAPING SITE PLAN

INTERIOR DESIGN HIGHLIGHTS
ECONOMIC HARDSHIP
CRITERIA
ECONOMIC HARDSHIP CONCLUSION – OFFICE
ECONOMIC HARDSHIP CONCLUSION – APARTMENT
ECONOMIC HARDSHIP CONCLUSION
THANK YOU

Councilmember Matthews asked whether the building's significance was tied more to what happened to the Indigenous community than to the building itself. Mr. Mark responded that the significance was associated with the events surrounding the jail cell, not the building itself.

Councilmember Matthews summarized the appraisal, explaining that the property's highest and best use was redevelopment rather than preserving it as an office building. She noted that if the property is worth only about $2 million as an office after a $4 million purchase, lenders would not finance the project. Mr. Mark agreed, explaining that projected rental income after restoration would not support the cost of rehabilitation, making financing unlikely.

Vice Mayor Sweet asked what investments had already been made and what the impact of further delays would be. Mr. Mark said the team had spent more than a year preparing engineering drawings and project plans. He explained that delaying demolition would leave the property without income while continuing to incur costs.

Councilmember Aslan asked whether the hotel could be relocated on the site to preserve the culturally significant area and requested additional information about the project's financial backing. Mr. Mark said relocating the hotel was technically possible but would require additional time and expense, noting that the current layout was based on the previously approved concept plan and hotel design. Regarding finances, he said the economic hardship analysis applied only to the applicant and that affiliated entities or parent companies were not relevant to the required findings. Deputy City Attorney Kevin Fincel stated that while questions about financial backing could be asked, the Council's decision should focus on whether the applicant met the six economic hardship criteria.

Councilmember Garcia asked how proposed historical displays and interpretive features would function as community assets, questioned the appraisal process, and sought clarification on the property's valuation. Mr. Mark said the project incorporated feedback from the Indigenous Circle of Flagstaff, including a cultural trail and self-guided historical features. He explained that the original appraisal had been completed by a third party for the previous owner and provided during the purchase. He added that the claimed loss reflected the financial impact of being required to restore the building as an office rather than redeveloping the site, not a decline in the land's value. Mr. O'Connell explained that the appraisal concluded the highest and best use of the property was redevelopment. He said the purchase price was negotiated based on that understanding and that the reduction in value reflected redevelopment constraints rather than a decrease in the value of the land itself.

Councilmember Garcia asked whether any additional independent appraisals had been completed and questioned the historical findings related to the building. Ms. Stewart said the historical study examined numerous significant events, people, and records despite the loss of many city records in a flood. She explained that while important local events occurred at the building, it did not meet the threshold for national historical significance under preservation criteria, even though those events remained locally important. Ms. Clementino clarified that the building had been determined to be a significant cultural resource under both the National Register criteria and the local Flagstaff register. She explained that this designation is why the Certificate of Economic Hardship process was required before demolition could be considered. Ms. Stewart added that the level of preservation ultimately desired for the property is a policy decision for the City.

Councilmember Garcia asked about the estimated tax revenue the project would generate. Mr. Mark estimated that the project would generate approximately $2.4 million in state and local tax revenue during construction, with additional long-term revenue over the life of the hotel.

Councilmember Matthews expressed concern that the discussion was moving beyond the Council's

role. She emphasized that the Council had been instructed to evaluate the six required findings and cautioned against focusing on issues such as building orientation or appraisal negotiations that were outside the scope of the decision.

Mowana Lomvaya addressed Council and stated she is on the Indigenous Commission but speaking for herself. She stated the Commission worked with staff and the applicant to develop mitigation measures that preserve the site's Indigenous civil rights history. She said the Commission supported demolition, a blessing ceremony, new malapai stone, and an interpretive walking trail, emphasizing that preserving the history was more important than preserving the building.

Pamela Jensen addressed Council on behalf of the Indigenous Circle of Flagstaff, she supported preserving the site's history through interpretation, a healing ceremony, and new construction. She said the focus should be on honoring the experiences of Indigenous people rather than preserving the building itself.

Kelly Tulloss addressed Council and stated she was a neighboring property owner and contractor, supported the project, saying the building had outlived its useful life and that further delays would be costly.

Mark Lamberson addressed Council and urged the Council to approve the appeal, arguing that historic preservation issues should be addressed earlier in the development process.

Michelle Linton addressed Council and supported the appeal, saying the project would revitalize a long-vacant site and encourage future investment in downtown.

Michael Mongini addressed Council and stated he was the former owner of the building. He stated previous feasibility studies found rehabilitation to be cost-prohibitive and that he had been told the building lacked historic significance when he owned it. He supported the redevelopment.

Robin Prema addressed Council and stated she was speaking for the Northern Arizona Lodging and Restaurant Association. She supported the appeal, citing the project's economic benefits and warning that further delays could discourage investment.

Alycia Hayes addressed Council and urged the City to update its historic resource inventory and improve the preservation process so historic resources are identified earlier.

Duffie Westheimer addressed Council and stated she was the Chair of the Heritage Preservation Commission but was speaking as an individual, urged the Council to uphold the Historic Preservation Commission's denial, arguing the applicant had not met several required economic hardship criteria.

John Vanlandingham addressed Council and supported the appeal, saying a one-year delay would likely leave the property vacant without preserving the building and called for improvements to the review process.

Ace Overmann addressed Council and supported the Commission's decision, saying the applicant had not demonstrated economic hardship or fully explored alternatives and that preserving historic buildings remains important.

Regina Salas addressed Council on behalf of the Northern Arizona Lodging, Tourism and Restaurant Association, she urged approval of the appeal, arguing the project would provide significant economic benefits while preserving the site's history through interpretation.

Mr. O'Connell thanked those who spoke and said that, as a third-generation owner of a 108-year-old family business, he values history but also believes businesses must adapt to survive. He explained that the hotel would include amenities for both visitors and residents, including a coffee shop, restaurant, and rooftop bar. He described how the project had been redesigned multiple times to address parking, easements, and City requests, resulting in additional public parking. He estimated the project would generate about $34 million in property and sales tax revenue over 10 years. He acknowledged that the City's preservation process may need improvement but emphasized that the

project followed the process and complied with all applicable codes. He added that the hotel design incorporates malapai stone to reflect the existing building.

Mr. Mark added that Mr. O'Connell has invested approximately $8 million in the project and remains committed to Flagstaff. He said the site's history would be preserved through documentation, an Indigenous trail, and interpretive features, while maintaining that preserving the existing building itself was not necessary.

Councilmember Spence asked whether the developer had considered preserving the existing two-story malapai building as the hotel's entrance or façade as part of satisfying Criterion E. Mr. Mark said the idea had been considered but was not structurally feasible because the existing building could not support the proposed development.

Councilmember Garcia asked why the Historic Preservation Commission's recommendation differed from staff's recommendation with little detail in the minutes and why no updated housing alternative analysis had been provided for Criterion E. Ms. Clementino said the commission's meeting minutes were typical and explained that the applicant could not submit new evidence after the record had closed.

Councilmember House asked for clarification on the meaning of "self-created hardship." Mr. Mark said he did not believe the hardship was self-created because the developer relied on an appraisal, an approved concept plan, and an initial Phase I study that found no historical significance when purchasing and planning the project. Deputy City Attorney Fincel read the code's definition of self-created hardship, explaining that it includes actions such as paying more than market value, failing to maintain or manage a property, or other willful or negligent acts by the owner. Mr. Mark added that the developer notified tenants and moved forward only after receiving the initial approvals and study results, and that the later historical findings were outside the developer's control.

There being no further public comment, Mayor Daggett closed public hearing.

Councilmember House thanked everyone who participated and acknowledged the difficulty of balancing competing community interests. She said the Council's role was to evaluate the six economic hardship criteria and, based on the record, she believed they had been met. She thanked the Historic Preservation Commission for its work, agreed the process should be reviewed because several criteria rely on interpretation, and supported approving the Certificate of Economic Hardship.

Councilmember Aslan stated he respected the Historic Preservation Commission's recommendation and was not convinced that Criteria D and E had been met. He believed the hardship could reasonably have been anticipated and was not persuaded that alternative development options had been fully explored.

Councilmember Matthews stated the disagreement stemmed largely from differing interpretations of the code and that the City's process needs improvement. She acknowledged the emotional testimony from the Indigenous community and said its history should be honored through interpretive features rather than preserving the building itself. She concluded the hardship was not self-created, found all six criteria had been met, and supported the appeal.

Vice Mayor Sweet stated she weighed both downtown's historic character and its economic future. After touring the building, she concluded rehabilitation was not financially feasible. She appreciated the Indigenous Commission's recommendations for interpretive features and agreed the process should be improved. She found the six criteria had been met.

Councilmember Spence stated the testimony supported all six criteria and would vote in favor of the appeal.

Councilmember Garcia stated that he supported the hotel proposal but remained unconvinced that housing alternatives had been fully explored under Criterion E. For that reason, he did not support the appeal.

Mayor Daggett thanked the public, staff, and commissioners for their participation. After reviewing the record and the Historic Preservation Commission's deliberations, she concluded the required findings had been met, supported the Certificate of Economic Hardship, and agreed the City's preservation process should be improved.

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to grant the appeal based on the finding that the six criteria for approval of a certification of economic hardship have been established by the appellant. Thereby approving the certification of economic hardship for 19 W Birch Ave.
Vote: 5 - 2

NAY: Councilmember Austin Aslan
Councilmember Anthony Garcia

5. ADJOURNMENT

The Special Meeting of the Flagstaff City Council held July 8, 2026, adjourned at 12:52 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on JULY 8, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st day of September, 2026

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
TUESDAY, AUGUST 25, 2026
COUNCIL CHAMBERS
211 WEST ASPEN AVE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting to order at 2:03 p.m.

2. Roll Call

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Austin Aslan Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Staff:	Joanne Keene, City Manager; Sterling Solomon, City Attorney

3. Recess into Executive Session

Council recessed into Executive Session at 2:04 p.m.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. §38-431.03(A)(3), (4), respectively

i. Litigation update.

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 2:46 p.m.

7. Adjournment

The Special Meeting of the Flagstaff City Council held August 25, 2026, adjourned at 2:46 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on August 25, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st September, 2026

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Edward Schenk, Water Services Section Director - Stormwater

Date: 08/27/2026

Meeting Date: 09/01/2026

TITLE:

Consideration and Approval of Contract: Job Order Contract with Kinney Construction for the Cheshire Park Dam Renovations in the amount of $142,382.00

STAFF RECOMMENDED ACTION:

1. Approve the Job Order Contract for Construction with Kinney Construction in the amount of $142,382.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Cheshire Dam was built by Mr. CC Cheshire in 1953 as a low-head, in-line dam on the Rio de Flag within his ranch property. The dam was designed and built by the US Soil Conservation Service on behalf of Mr. Cheshire. Ownership of the dam was transferred to the City at the time of Mr. Cheshire's sale of his property for the new Cheshire Neighborhood and the City-owned Cheshire Park. The dam, and resulting pond, are managed by PROSE; however, dam safety/engineering is more regularly provided by Water Services. The dam and pond saw minor maintenance in 2000 with City funds, and again between 2005 and 2014 through a series of small State grants. Water Services staff have observed indications of a need for additional maintenance on the dam over the last few years, prompting the Stormwater Section to dredge the pond in the Spring of 2026 to expose the upstream face of the dam. An inspection of the dam was completed by JE Fuller Hydrology and Geomorphology, Ethos Engineering (geotechnical and structural engineering), and Atlas (geophysical structural engineering) in the Spring of 2026. The inspection resulted in recommended concrete repair measures and minor remediation measures to extend the useful life of the single span concrete arch dam.

Financial Impact:

Project Name: Cheshire Park Dam Renovations
Cost: $142,382
Account Number Budgeted: 206-08-331-1257-0-4237
FY Budgeted Amount: $1,177,817
Grant Funded: No
Funding Source: Stormwater Utility Fund

Policy Impact:

None

Previous Council Decision or Community Discussion:

On January 6, 2021 the City Council approved the master contract authorizing Kinney Construction to provide Job Order Contract services to the City of Flagstaff for horizontal construction.

Options and Alternatives to Recommended Action:

1. Approve the Job Order Contract to Kinney Construction to repair the Cheshire Dam.
2. Deny the contract, and defer maintenance on the Cheshire Dam to a later date, which is not recommended by staff.

Background and History:

Cheshire Pond Dam is located across the primary flow path of the Rio De Flag adjacent to the Museum of Northern Arizona and Cheshire Park, Township 21N, Range 7E, Section 5 Gila-Salt River Meridian. The small dam is referred to as “Narrows Dam” as shown on FEMA FIRM Panel 04005C6806G (Effective 9/3/2010). The dam is not considered "jurisdictional" and is exempt from Arizona Department of Water Resources inspections. The dam was built by CC Cheshire, president of Flagstaff Cheshire Motors, in 1953 for livestock and recreational use. The dam was designed and constructed by the US Soil Conservation Service for CC Cheshire. The property, including the dam, was transferred to the City of Flagstaff in 1969 by Jim Jamison and Don Buttrum at the cost of $1. The City has maintained the park site, including the dam, since that time.

The Stormwater Section contracted the dredge of the pond in early 2026 to expose the majority of the dam's face. After dredging, the dam was inspected by JE Fuller Hydrology and Geomorphology and their structural engineering sub-contractors. The purpose of this current contract is to conduct the recommended dam repairs to extend the useful life of the structure for recreational, ecological, and flood control use.

The Stormwater & Purchasing solicited bids from all the horizontal Job Order Contractors. KCS bid the lowest responsive and responsible submission.

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 Flagstaffs resilience to climate change impacts on the built, natural, economic, health and social systems.

Connection to Regional Plan:

Goal E&C.3.
Policy E&C 3.1. Increase the region's preparedness for extreme climate events. Goal WR.5.
Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.
Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.
Goal PF.1.
Policy PF.1.2. Allocate available public resources necessary for the City and County to prepare and adapt for natural and human-caused hazards so that all government operations support community resiliency.
Policy PF.1.4. Build, sustain, and leverage partnerships with local and regional stakeholders for collective investment, efficient action, and shared responsibility in the building of local resiliency.

Connection to Carbon Neutrality Plan:

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
Proactive maintenance and adaptive management are a key part of the 2028 Stormwater Section Strategic Plan and the 2025 Water Services Division Strategic Plan .

Attachments: COF JOC contract with KCS

JOB ORDER CONSTRUCTION CONTRACT
#2027-058
(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 _____ _____, 2025, 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 **Cheshire Dam Repair #2027-058** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1	Specifications (Scope & Cost Estimation)	Exhibit A
2.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **one hundred forty-two thousand three hundred eighty-two dollars and zero cents ($142,382.00)** to Contractor for work and materials provided in accordance with the Specifications (Scope & Cost Estimation), which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The Engineer shall have the right to finally determine the amount due to Contractor;

3.3 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **seventy (70) 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:
John Morris
Project Manager Senior
City of Flagstaff
2323 N. Walgreens Dr.
Flagstaff, AZ 86004
John.Morris@flagstaffaz.gov

14. Contract Violations. In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Specifications (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in

this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county, or municipal public works project.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the

court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

32. Force Majeure.

32.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

32.2 There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events, and the Owner shall not pay additional costs incurred by Contractor as a result of such Events.

32.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

33. No Boycott of Israel. Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000.00), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

34. Modification to Contract. This Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

35. Forced Labor of Ethnic Uyghurs. If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the written certification, Contractor shall notify the Owner within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the Owner of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Cheshire Dam Repair
PROJECT NUMBER: 2027-058

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: Cheshire Dam Repair
PROJECT NUMBER: 2027-058

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

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

CONTRACTOR

SIGNATURE

TITLE

FULL NAME

DATE SIGNED

CITY OF FLAGSTAFF

SIGNATURE

TITLE

FULL NAME

DATE SIGNED

ATTEST:

SIGNATURE

City Clerk

TITLE

Stacy Saltzburg

FULL NAME

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

City Attorney's Office

TITLE

FULL NAME

DATE SIGNED

Exhibits List

A - Exhibit A - Specifications (Scope & Cost Estimation)

B - Exhibit B - Revisions to MAG

Exhibit A

Exhibit A - Specifications (Scope & Cost Estimation)

Exhibit A

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

To: John Morris
City of Flagstaff- Stormwater
211 West Aspen Avenue
Flagstaff, AZ 86001

Friday, July 10, 2026

Re: **Cheshire Pond Dam Renovations- Proposal**

Mr. Morris,
Kinney Construction offers the following proposal including labor, materials, and equipment to perform the scope of work as outlined below and in the attached pricing summary.
- Pricing is based on the following documents:
  - RFB dated 6-17-26 with general scope of work and location map.
  - Email on 6-26-26 with conceptual emergency rack details.
  - Email on 6-26-26 with engineering reports and pictures.

(See Attached Bid Summary)

Inclusions:

1 Proposal include scope items addressed in the provided solicitation and qualifications below.

Qualifications and Assumptions:

1 We acknowledge that project is to be completed no later than 4 months from time of award. A project timeline is included. Start date is weather dependent. The waterproofing will need to be performed when temperatures allow for application and curing per manufacturer's specifications.

2 Proposal includes seeding of disturbed areas as a one time application. Guarantee of seed germination is excluded.

3 Excavation and miscellaneous grading includes excavation to one shovel's depth at length of dam on upstream side to allow for pressure washing at the additional depth. Pricing also includes grading preparation for boom manlift access for installation of steel posts, railing, and racks.

4 Railing to be included as follows. Steel posts included as 1.5" schedule 40 steel. Top rail included as schedule 10 (for curve). All connections to be welded. Pricing includes utilizing the existing metal inserts (no new inserts) on the dam and installing the 1.5" diameter posts which fit into the inserts (posts will be welded to inserts.) The posts will be knotched out at the top to accept rails welded to the posts. Pricing includes 1/4" x 24" high x 8" wide saddles with welded connection to accommodate the future (4) 2"x6" boards. Steel included to be prime coated black (1 coat). Shop drawings for railings are included.

5 It is understood from the pre-bid that the construction joints on the dam do not need crack repair and are excluded.

6 Proposal includes an allowance of $2,000 to furnish the 4" flap valve, cable, and lockable mechanism. Since exact specs or details are unavailable at this time, we will submit an assembly for approval. Proposal includes welding the lockable mechanism to the existing rebar above the dam per the bid request.

7 Proposal includes replacement of the existing 18" CMP riser as specified including the option of re-using the existing anti-vortex plate at the top of the standpipe.

8 Proposal includes removal of the plug at the standpipe assuming that it will easily screw out and is not seized up (unknown).

Exclusions:

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

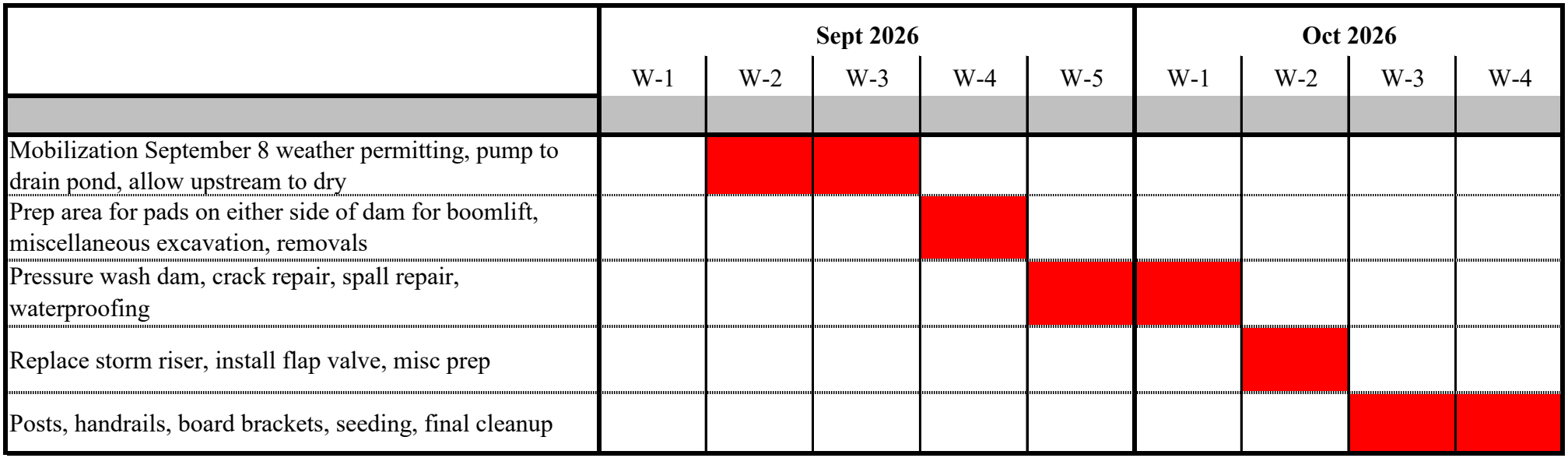
Respectfully,



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

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
100	Mobilization, insurance, general requirements	1.000	LS	$17,392.00	$17,392.00
101	Safety, site logistics	1.000	LS	$4,375.00	$4,375.00
102	Pumping, drain pond to other side of dam	1.000	LS	$3,338.00	$3,338.00
103	Remove and replace CMP stand pipe riser	1.000	EA	$6,892.00	$6,892.00
104	Install new flap drain valve and operating cable	1.000	EA	$3,973.00	$3,973.00
105	Remove tree	1.000	EA	$1,390.00	$1,390.00
106	Spall repair	1.000	LS	$8,318.00	$8,318.00
107	Crack repair	1.000	LS	$14,266.00	$14,266.00
108	Waterproofing	1.000	LS	$34,796.00	$34,796.00
110	Excavation and miscellaneous grading	1.000	LS	$4,534.00	$4,534.00
111	Steel posts, railing, and racks	1.000	LS	$35,125.00	$35,125.00
112	Seeding of disturbed areas, FUTS trail restoration	1.000	LS	$7,983.00	$7,983.00
				TOTAL:	**$142,382.00**

Cheshire Pond Dam Renovations



Kinney Construction, LLC.

JOC cost and resource availability proposals – Cheshire Pond Dam Renovations

Date:

June 17, 2026

Description

The City of Flagstaff Stormwater Section is extending an opportunity for a CoF Job Order Contract (JOC) for renovation to the Cheshire Pond dam at the Cheshire Park in Flagstaff, Arizona [aka "Narrows Dam" as shown on FEMA FIRM Panel 04005C6806G (Effective 9/3/2010)]. The Cheshire Pond dam is not considered a jurisdictional dam and considered "exempt" by the State of Arizona Department of Water Resources pursuant to A.A.C. R12-15-1203. Construction of the Cheshire Pond dam was completed in 1953. The purpose of this project is to make needed repairs to the 70+ year old dam. The project should follow the scope of work described below in coordination with the City of Flagstaff Stormwater Section. The project should follow all relevant aspects of the City of Flagstaff Engineering Design Manual and the Stormwater Design Manual.

Scope of Work

The general scope of work is to make the renovations and related work as described below.

- Drain pond to complete all repairs.
- CMP Standpipe Riser - Replace the CMP standpipe riser in-kind starting at the concrete base. Apply new coatings such as ScotchkoteTM 323+ (3M) or potentially even a Wet Layup Fiber Reinforced Polymer (FRP) repair system (QuakeWrap Inc.) or equal. Install the new standpipe riser with a new top elevation of 7081.21 feet (i.e. install the new standpipe with a top one foot lower than the existing standpipe with elevation of 7082.21 feet). Reuse or fabricate a new debris rack and anti-vortex plate at the top of the standpipe.
- New Drain Valve - Remove the existing plug at the standpipe outlet and install a new flap valve or sliding gate valve (or equivalent) that is operable from the top of the dam. Secure the operating cable of the valve with an appropriate locking mechanism at the top of the dam to prevent vandalism.
- Tree Removal - Remove the mature oak tree immediately downstream of the dam.
- Clean the dam face on both sides – pressure wash both sides of the dam to remove paint, dirt, and debris. Excavate one shovel's depth at the upstream toe of the dam to remove any silt build up before pressure washing.
- Spall Repair – Saw cut and chip out the spalled area in a rectangular shape, chip out the deteriorated concrete approximately ½-inch deep, and repair using a high strength repair concrete such as SikaGrout High Performance Cementitious Grout or equal.

- Crack Repair – Repair cracks larger than 1/64 inch using Sika Injection-201 CE or equal.
- Remove and dispose all excavated material and concrete debris from the job site. All excess material must be removed as noted. No fill piles will be allowed in the FEMA floodway.
- Waterproofing – To mitigate against water intrusion into smaller cracks, coat with a waterproof paint such as Hydro Ban XP or equal. The approximate dimensions for this application are 124 feet wide and an average height of 13 feet. Waterproof the entire upstream side of the dam, the top 20-inch beveled edge, and the top 2/3 of the downstream side as well.
- Install new speed railings and top rail - Complete concrete repair around each of the speed railing footers, install new railing with top rail and new racks to allow for installation of emergency planking to raise the level of the dam if needed. Railing should be 2 ½ feet high. Racks should be 24 inches in height to accommodate four (4) 2" x 6" boards **(boards are not to be included as part of this project)**. Secure railing to prevent vandalism. Chip out approximately 4-6 inches on the downstream of the structure on top of the dam to allow for placement of future planking (see photo in the attachments below).
- Restore and hydroseed the maintenance access road with native grasses per the City's pre-existing seeding specification.
- All work is expected to take place within the city owned parcels with minimum equipment traffic outside of the project area. Temporary fencing will be required by the contractor to avoid park users entering the site during the operation and after-hours.
- Mobilization and demobilization to and from the site is off Highway 180 and along the FUTS trail to the dredging site. The FUTS trail must be returned to its original condition after the project is complete. An ADOT ROW permit is likely not needed, however if needed, it is the responsibility of the contractor.

Permitting and utility conflicts

The contractor will be responsible for locating utilities, avoiding utility conflicts and will be liable for damage caused by the contractor. **Note: no utility conflicts are expected for this project.**

The contractor will also be responsible for any relevant city and ADOT permitting (right of way permit, grading permit, floodplain use permit, temporary construction permit-access, traffic control plan, etc.). The contractor will be responsible for securing access to the construction site, and protection of the FUTS Trail. The contractor will NOT be responsible for Section 404 or 401 dredge permits (none needed), or for FEMA floodway and floodplain re-mapping (none expected).

Period of Performance

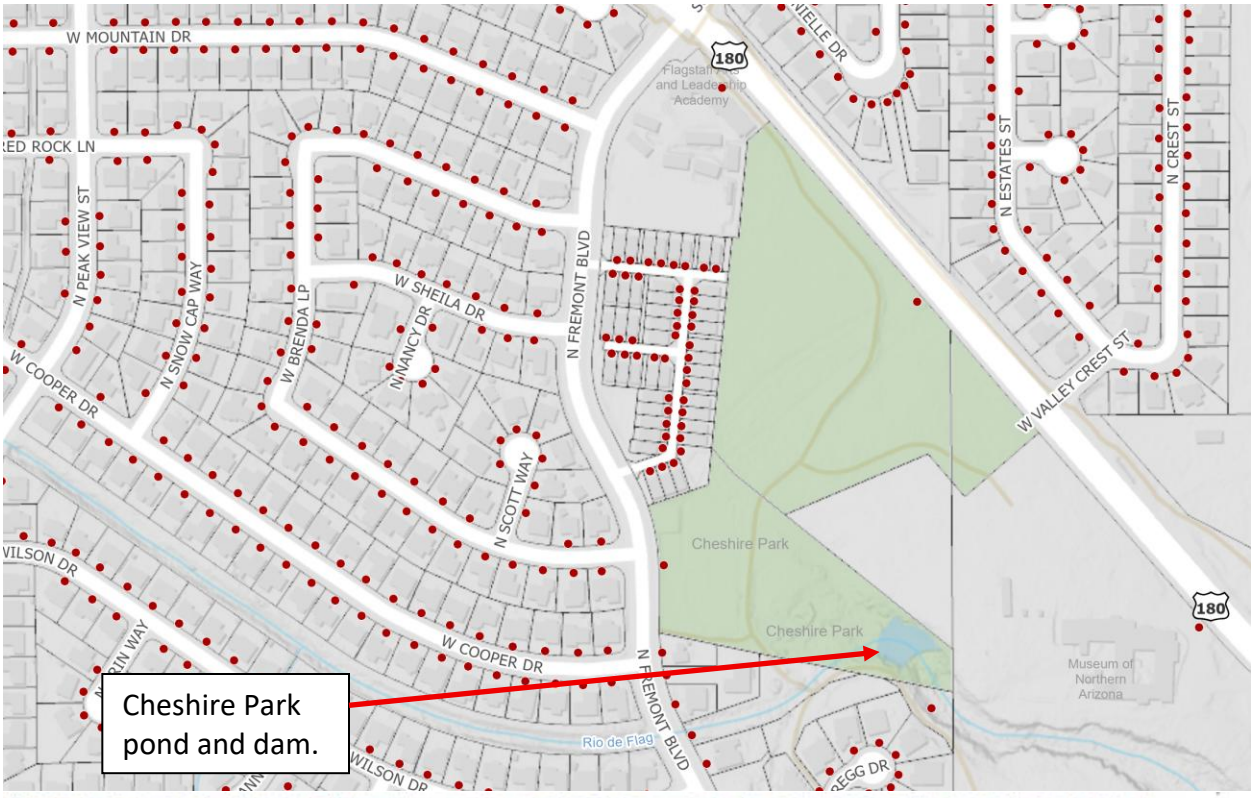
This project is to be completed as soon as possible (no later than 4 months from time of award).

Stormwater requests a cost estimate, project timeline, and scope of work by 4:00 pm Arizona time July 10, 2026. These materials should be emailed to John.Morris@flagstaffaz.gov as well as EMarkel@flagstaffaz.gov. Any questions can be directed to John Morris at John.Morris@flagstaffaz.gov. Responses and original questions will be provided to all JOC contractors. A general location map is shown below. A walk-through is scheduled for Friday, June 26, 2026, at 10:00 am AZ time. This walk-through is optional. The walk-through will meet at the Cheshire Park at 3000 N. Fremont Blvd, Flagstaff, AZ 86001.

John P. Morris, PE CFM
Stormwater Project Manager
John.Morris@flagstaffaz.gov
Work Cell: 928-213-2473
Flagstaff Water Services
2323 N. Walgreens Dr.
Flagstaff, AZ 86004

Ed Schenk, RG CFM
Water Services Section Director
Edward.Schenk@flagstaffaz.gov
Work Cell: 928-666-0458
Flagstaff Water Services
2323 N. Walgreens Dr.
Flagstaff, AZ 86004

General location map:





Highway 180 access point



Pond and dam access off FUTS



2026 Field Survey

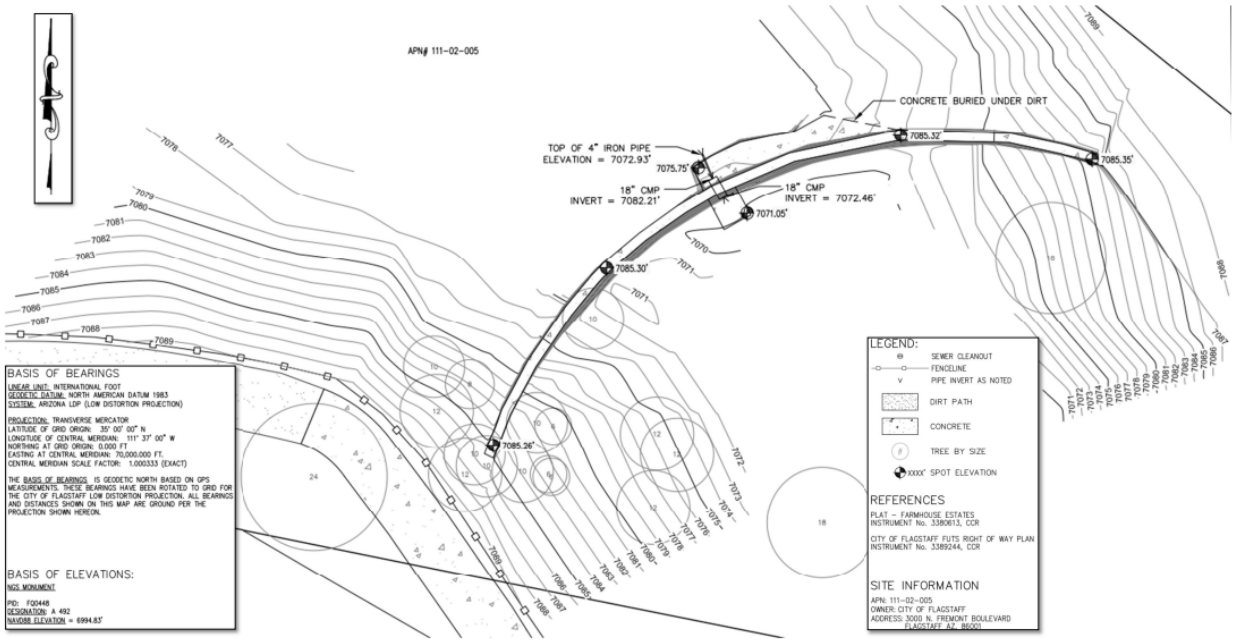


Figure 5. March 24. 2026 Northland Exploration Field Survey (Excerpts Only)

The dam has a crest length of approximately 124 feet and a maximum height of approximately 16 feet. The bottom length of the dam is approximately 50 feet. The crest is 2 feet wide, with a vertical upstream face and a 0.1H:1V (horizontal to vertical) batter on the downstream face.

Existing Dam Profile

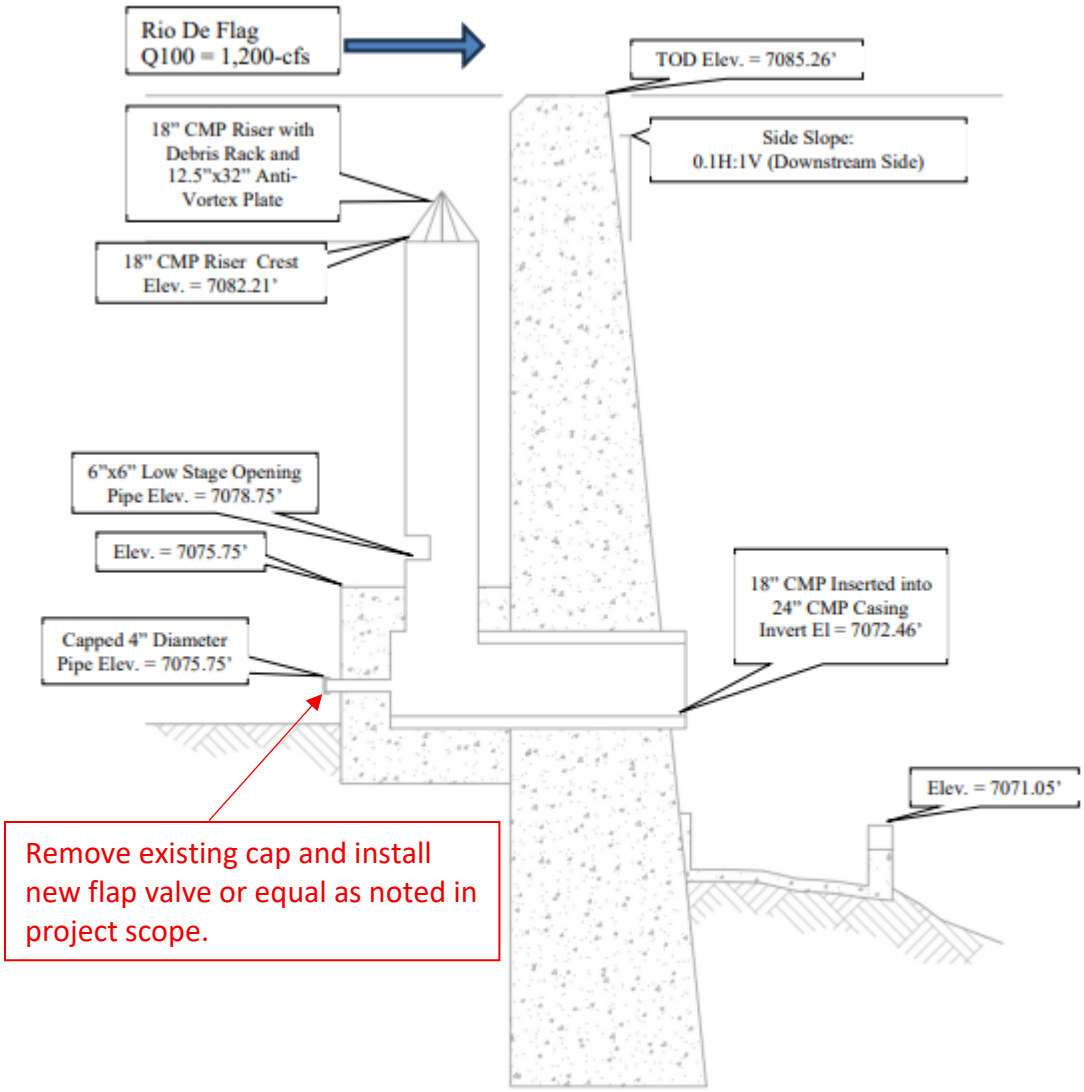


Figure 6. Dam Riser Field Inspection Sketch

May 12, 2026

Photo of upstream side of the dam



Tree to be removed



Structure on Top of the Dam



Exhibit B

Exhibit B - Revisions to MAG

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: Edward Schenk, Water Services Section Director - Stormwater

Co-Submitter: Amy Hagin

Date: 08/27/2026

Meeting Date: 09/01/2026

TITLE:

Consideration and Approval of Contract: Job Order Contract with Kinney Construction, in the amount of $182,887.00 for Continental Park detention basin repair

STAFF RECOMMENDED ACTION:

1. Authorize the Job Order Contract for Construction with Kinney Construction in the amount of $182,887.00
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Continental Sports Complex located at 5650 Old Walnut Canyon Road in Flagstaff, Arizona has a detention basin at the SW corner of the complex. The existing stormwater basin outlet is no longer providing beneficial stormwater detention or a water quality component. As a result, there is visible erosion into the basin from the downstream outlet. The purpose of the project is to replace the existing detention basin outlet and fix the erosion issue downstream of the outlet.

Financial Impact:

Project Name: Continental Sports Complex Detention Basin Outlet Replacement
Cost: $182,887.00
Account Number Budgeted: 206-08-331-1257-0-4237 and 055-11-158-3671-5-4433 (50/50 split)
FY Budgeted Amount: $1,177,817 for 206-08-331-1257-0-4237 and $1,000,000 for 055-11-158-3671-5-4433
Grant Funded: No
Funding Source: 50% Stormwater Fund 50% BBB - Recreation Fund

Policy Impact:

None

Previous Council Decision or Community Discussion:

On January 6, 2021 the City Council approved the master contract authorizing Kinney Construction to provide Job Order Contract services to the City of Flagstaff for horizontal construction.

Options and Alternatives to Recommended Action:

1. Approve the Job Order Contract to Kinney Construction to replace the existing detention basin outlet and fix the erosion issue downstream of the outlet for the Continental Sports Complex.

2. Deny the contract, in which case the detention basin will continue to no longer provide beneficial stormwater detention or provide a water quality component.

Background and History:

Continental Park was developed in 1997 and is about 16-acres in size. There was a small improvement performed in 2019 by PROSE to add a girls softball batting cage over near field #4. In 2023, PROSE added a small playground structure in the center of the fields for ages 2-5 years of age.

During routine inspections, the Stormwater Section discovered the failed detention basin outlet and downstream scouring at the Continental Sports Park Storm Basin (APN 117-02-008C). In November 2025, a local civil engineering firm, Burgess and Niples (B&N), was hired to assess the situation and prepare drainage improvement construction plans. The purpose of this current contract is to conduct the recommended repairs to restore the useful life of the structure for recreational, ecological, and flood control use.

Stormwater, PROSE and Procurement utilized the Job Order Contract Program to request quotes from the horizontal discipline. Kinney Construction, was deemed the lowest responsive, responsible bidder.

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 wellmaintained infrastructure system.
Environmental Stewardship: Strengthen Flagstaffs resilience to climate change impacts on the built, natural, economic, health and social systems.

Connection to Regional Plan:

Goal E&C.3.
Policy E&C 3.1 Increase the region's preparedness for extreme climate events. Goal WR.5.
Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.
Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.
Goal PF.1.
Policy PF.1.2. Allocate available public resources necessary for the City and County to prepare and adapt for natural and human-caused hazards so that all government operations support community resiliency.
Policy PF.1.4. Build, sustain, and leverage partnerships with local and regional stakeholders for collective investment, efficient action, and shared responsibility in the building of local resiliency.

Connection to Carbon Neutrality Plan:

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:

Proactive maintenance and adaptive management are a key part of the 2028 Stormwater Section Strategic Plan and the 2025 Water Services Division Strategic Plan .

Attachments: COF JOC contract packet with Kinney Construction

JOB ORDER CONSTRUCTION CONTRACT
#2027-173
(Under Job Order Services Master Contract 2020-100)

City of Flagstaff, Arizona
and
Kinney Construction Services, Inc

This Job Order Construction Contract ("Contract") is made and entered into this ___ day of _____ _____, 2025, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and **Kinney Construction Services, Inc**, an Arizona corporation, with offices at 121 E. Birch Ave., Suite 500, Flagstaff, AZ 86001 ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain Job Order Contracting (JOC) for **Horizontal Construction** services ("Services"); and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **Continental Sports Complex Detention Basin Outlet Replacement #2027-173** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public

Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1	Specifications (Scope & Cost Estimation)	Exhibit A
2.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **one hundred eighty-two thousand eight hundred eighty-seven dollars and zero cents ($182,887.00)** to Contractor for work and materials provided in accordance with the Specifications (Scope & Cost Estimation), which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The Engineer shall have the right to finally determine the amount due to Contractor;

3.3 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **seventy-five (75) calendar days** from the date of the Owner's Notice to Proceed, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary

structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

11. Maintenance During Winter Suspension of Work.

11.1 A "Winter Shutdown" is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason*, on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

13. Notices. Any notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested, at the address set forth below ***and*** to

legal counsel for the Party to whom the notice is being given.

If to Owner:
Emily Markel
Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

If to Contractor:
Mike Thomas
President
Kinney Construction Services, Inc.
121 E. Birch Ave., Ste. 500
Flagstaff, AZ 86001
mt@kinneyconstruction.net

With a Copy to:
John Morris
Sr Project Manager Stormwater
City of Flagstaff
2323 N. Walgreens Dr.
Flagstaff, AZ 86004
John.Morris@flagstaffaz.gov

14. Contract Violations. In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Specifications (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county, or municipal public works project.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

32. Force Majeure.

32.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

32.2 There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events, and the Owner shall not pay additional costs incurred by Contractor as a result of such Events.

32.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

33. No Boycott of Israel. Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000.00), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

34. Modification to Contract. This Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

35. Forced Labor of Ethnic Uyghurs. If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the written certification, Contractor shall notify the Owner within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the Owner of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Continental Sports Complex Detention Basin Outlet Replacement
PROJECT NUMBER: 2027-173

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated November 13, 2023

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Continental Sports Complex Detention Basin Outlet Replacement
PROJECT NUMBER: 2027-173

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____
_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this __day of _____, 20__ in the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

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

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated November 13, 2023

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

CONTRACTOR

SIGNATURE

TITLE

FULL NAME

DATE SIGNED

CITY OF FLAGSTAFF

SIGNATURE

TITLE

FULL NAME

DATE SIGNED

ATTEST:

SIGNATURE

City Clerk

TITLE

Stacy Saltzburg

FULL NAME

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

City Attorney's Office

TITLE

FULL NAME

DATE SIGNED

Exhibits List

A - Specifications (Scope & Cost Estimation)

B - Revisions of MAG Standard Specifications for Public Works Construction

Exhibit A

Specifications (Scope & Cost Estimation)

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

To: John Morris
City of Flagstaff- Stormwater
211 West Aspen Avenue
Flagstaff, AZ 86001

Revised **Wednesday, July 29, 2026**

Re: **Continental Sports Complex Detention Basin Outlet Replacement- Proposal**

Mr. Morris,
Kinney Construction offers the following proposal including labor, materials, and equipment to perform the scope of work as outlined below and in the attached pricing summary.
- Pricing is based on the following documents:
  - RFB dated 3-31-26 with general scope of work and location map.
  - Civil drawings by Burgess & Niple for Continental Park Storm Basin sheets C1, C2, C3, C4, C5, and C6 stamp dated 3-26-26.
  - Email on 4-7-26 with clarifications in reference to third party testing requirement and erosion blanket guidelines.

(See Attached Bid Summary)

Inclusions:

1. Proposal include all scope per the drawings to include SWPPP, removals, earthwork, storm drain, concrete structures, riprap, erosion blanket, fencing, and seeding. Costs for surveying, as-builts, and third party testing are included.
2. Taxes and bond cost are included.

Qualifications and Assumptions:

1. A project timeline is included. We acknowledge that project is to be completed no later than 3 months from time of award. Timeline is weather dependent.
2. Proposal includes hydroseeding in one time application.
3. Riprap on drawings is referenced as D50 18" riprap. Available riprap from supplier is not a spec item meaning it is an exact D50 18". Riprap included is varying size. We will do our best to secure larger oversized riprap based on an average of 18", but it is not guaranteed to spec.
4. Refer to detail A on sheet C2. It is assumed that the fence delineated in the detail is the chain link fence that is referenced on the plan view which is included (a second 10' wide fence is excluded if required).
5. It is assumed that a laydown area will be provided to contractor in the existing parking lot for materials and equipment.

Exclusions:

1. Rock excavation (assumed not required)

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

Respectfully,

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

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
10	Mobilization, insurance, bonds, general items	1.000	LS	$27,124.00	$27,124.00
20	Surveying and as-builts	1.000	LS	$9,052.00	$9,052.00
30	Third party testing	1.000	LS	$4,145.00	$4,145.00
40	SWPPP including construction entrance	1.000	LS	$9,748.00	$9,748.00
60	Removals per drawings	1.000	LS	$16,939.00	$16,939.00
70	Earthwork and grading	1.000	LS	$35,698.00	$35,698.00
80	Storm drain piping	1.000	LS	$6,454.00	$6,454.00
90	Pond outlet structure	1.000	EA	$9,440.00	$9,440.00
100	Concrete spillway	1.000	EA	$17,158.00	$17,158.00
110	Riprap protection	1.000	LS	$20,067.00	$20,067.00
120	Erosion blanket	1.000	LS	$9,718.00	$9,718.00
130	Hydroseeding	1.000	LS	$7,758.00	$7,758.00
140	Chain link fencing	1.000	LS	$6,904.00	$6,904.00
150	Barb wire fencing	1.000	LS	$2,682.00	$2,682.00
				TOTAL:	**$182,887.00**

Continental Sports Complex Basin Outlet Replacement

	Sept 2026					Oct 2026				
	W-1	W-2	W-3	W-4	W-5	W-1	W-2	W-3	W-4	W-5
Contract award September 8										
Submittal Data										
Mobilization Sept 28, SWPP, pothole, removals										
Earthwork, storm drain, concrete										
Fencing, seeding, substantial completion										
De-mobilization, final competion, week of Oct 26										

Kinney Construction, LLC.

CITY OF FLAGSTAFF

STORMWATER
FLAGSTAFF WATER SERVICES

JOC cost and resource availability proposals – Continental Sports Complex Detention Basin Outlet Replacement

Date:

March 31, 2026

Description

The City of Flagstaff Stormwater Section is extending an opportunity for a CoF Job Order Contract (JOC) for replacement of the existing detention basin outlet and fix the head cutting issue downstream of the outlet at the Continental Sports Complex located at 5650 Old Walnut Canyon Road in Flagstaff, Arizona. The existing stormwater basin outlet for Continental Park has completely failed and is no longer providing storage or a water quality component. There is visible head cutting eroding into the basin from the downstream outlet. The purpose of the project is to replace the existing detention basin outlet and fix the head cutting issue downstream of the outlet.

Scope of Work

The general scope of work is to:

- Replace the detention basin outlet and fix the head cutting issue downstream of the outlet per the attached design documents.
- Signed design documents are currently going through the city approval process and will be provided once complete, however there are no anticipated revisions.
- Construction inspection is excluded from this proposal (provided by the City Stormwater Section).
- The contractor will be responsible for a basic as-built drawing at the conclusion of the project.
- Contractor shall provide full-time supervision, clean up during construction, and removal of all construction related debris from the job site at completion.

Permitting and utility conflicts

The contractor will be responsible for locating utilities and avoiding utility conflicts. No conflicts are currently anticipated other than a wastewater line at the basin inlet which must be protected as noted on the design documents. The contractor will also be responsible for any relevant city permitting (right of way permit, grading permit, floodplain use permit, temporary construction permit-access, etc.). The contractor will be responsible for securing access to the site.

Period of Performance

This project is to be completed as soon as possible (no later than 3 months from time of award).

Stormwater requests a cost estimate, project timeline, and scope of work by 4:00 pm Arizona time April 28, 2026. These materials should be emailed to John.Morris@flagstaffaz.gov as

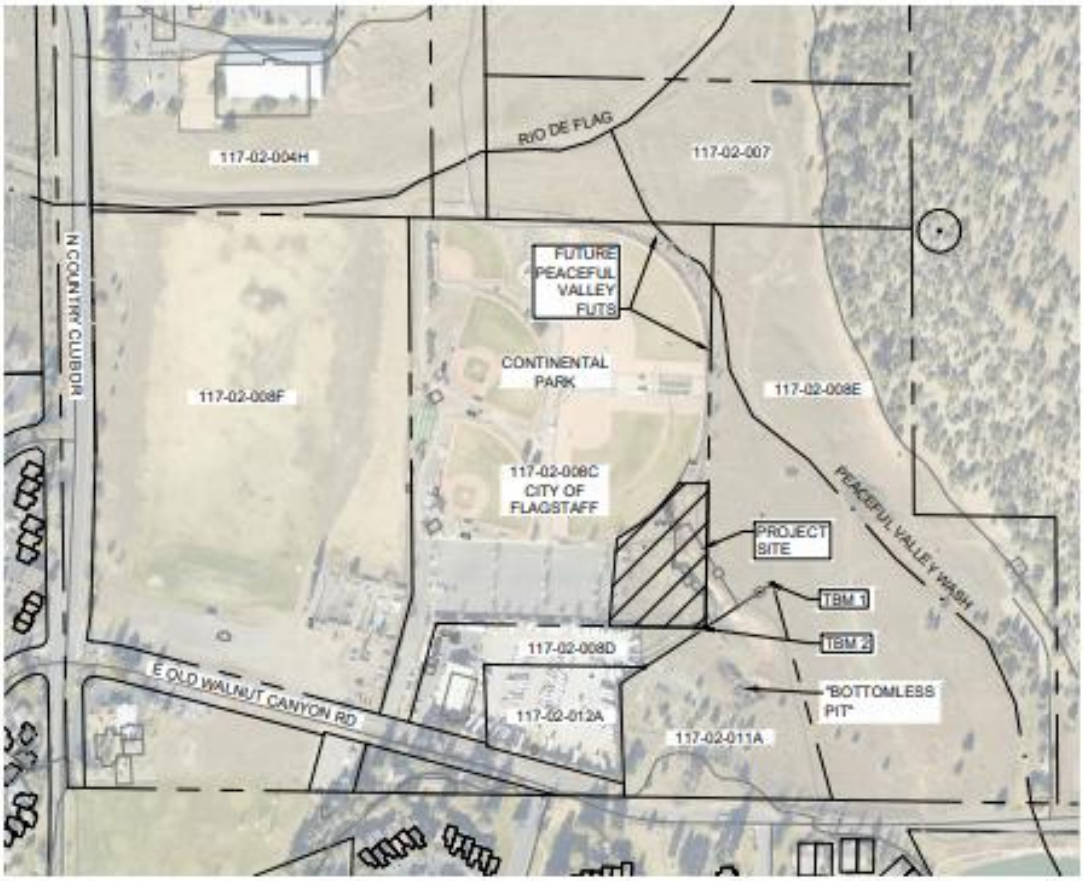
well as EMarkel@flagstaffaz.gov. Any questions can be directed to John Morris at John.Morris@flagstaffaz.gov. Responses and original questions will be provided to all JOC Contractors.

A walk-through is not scheduled but is available upon request.

John P. Morris, PE CFM
Stormwater Project Manager
John.Morris@flagstaffaz.gov
Office Number: 928-213-2473
Work Cell: 928-547-2617
Flagstaff Water Services
2323 N. Walgreens Dr.
Flagstaff, AZ 86004

Ed Schenk, RG CFM
Water Services Section Director
Edward.Schenk@flagstaffaz.gov
Work Cell: 928-666-0458
Flagstaff Water Services
2323 N. Walgreens Dr.
Flagstaff, AZ 86004

General location map:



Travis Moore

From: John Morris <John.Morris@flagstaffaz.gov>
Sent: Tuesday, April 7, 2026 4:13 PM
To: Marco Spagnuolo; Travis Johanson; Travis Moore; Mike Thomas; ht3@tiffanyconst.com; wadams@tiffanyconst.com; mikemarkham@markhamcontracting.com; tmarkham@markhamcontracting.com
Cc: Emily Markel; Edward Schenk
Subject: Re: Opportunity for a CoF Job Order Contract (JOC) for Continental Sports Complex Detention Basin Outlet Replacement

Greetings, we have received the following questions (**Bold**). Answers provided.
Thank you
John

- **Please confirm if we are to include any third party testing as part of the scope or if this will be handled by the City.**
  Any third party testing should be included in the JOC scope of work.
- **For the erosion blanket, I didn't see any details. Please confirm if an anchor trench is needed and clarify specs if required.**

Follow guidelines described in the Drainage Design Manual for Maricopa County. Per the design manual: "Most matting comes with manufacturer's recommendations for installation, which should always be followed. The matting should be unrolled starting at the upper end of the channel, allowing a four-inch overlap of mattings along the center of channel. To secure, bury the top ends of matting in a narrow trench, minimum of six-inch depth. Backfill trench and tamp firmly to conform to channel cross section. Secure with a row of staples about four inches down slope from trench with staples twelve inches apart.

Where matting crosses erosion stops, reinforce with a double row of staples, six-inch spacing, staggered pattern on either side of erosion stop. Likewise, overlaps joining the
length of matting together and the discharge end of the matting liner should be similarly secured with a double row of staples."

From: John Morris <John.Morris@flagstaffaz.gov>
Sent: Tuesday, March 31, 2026 9:32 AM
To: Marco Spagnuolo <marco@emcaz.com>; Travis Johanson <travis@emcaz.com>; Travis Moore <tm@kinneyconstruction.net>; Mike Thomas <mt@kinneyconstruction.net>; ht3@tiffanyconst.com <ht3@tiffanyconst.com>; wadams@tiffanyconst.com <wadams@tiffanyconst.com>; mikemarkham@markhamcontracting.com <mikemarkham@markhamcontracting.com>; tmarkham@markhamcontracting.com <tmarkham@markhamcontracting.com>
Cc: Emily Markel <EMarkel@flagstaffaz.gov>; Edward Schenk <Edward.Schenk@flagstaffaz.gov>
Subject: Opportunity for a CoF Job Order Contract (JOC) for Continental Sports Complex Detention Basin Outlet Replacement

Greetings, the City of Flagstaff Stormwater Section is extending an opportunity for a CoF Job Order Contract (JOC) for **replacement of the existing detention basin outlet and fix the head cutting issue downstream of the outlet** at the **Continental Sports Complex** located at **5650 Old Walnut Canyon Road in Flagstaff, Arizona.**

Exhibit B

Revisions of MAG Standard Specifications for Public Works Construction

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Allison Hughes, Support Services Section Director

Co-Submitter: Casey Gonzales

Co-Submitter: Megan Dales

Date: 08/27/2026

Meeting Date: 09/01/2026

TITLE:

Consideration and Approval of Contract: Ratification of the Arizona State 9-1-1 Program Funding Assistance Agreement

STAFF RECOMMENDED ACTION:

Ratify the acceptance of grant funding in the amount of $284,000.00 from the Arizona Department of Administration, Office of Grants and Federal Resources, to support the FY2027 9-1-1 budget for Coconino County.

Executive Summary:

The Flagstaff Police Department, serving as the 9-1-1 system administrator for all Public Safety Answering Points (PSAPs) in Coconino County, has been awarded $284,000.00 in grant funding from the Arizona Department of Administration's Office of Grants and Federal Resources. This funding reimburses eligible operational costs associated with the countywide 9-1-1 telephone system, ensuring continued operation of emergency call-taking services for the Public Safety Answering Points (PSAPs) serving Coconino County, which includes the Flagstaff Police Department and Page Police Department. Acceptance of this grant allows the City of Flagstaff, in its role as System Administrator, to continue supporting a coordinated regional emergency communications system serving municipal, county, and federal public safety partners.

Financial Impact:

Project Name: FY2027 Coconino County 9-1-1 Grant
Cost: $284,000.00
Account Number Budgeted: 001-04-062-6246-2-4211
FY Budgeted Amount: $1,000,000
Grant Funded: 100% State funded through the Arizona Department of Administration.
Funding Source: Arizona Department of Administration - State 9-1-1 Office

Policy Impact:

None.

Previous Council Decision or Community Discussion:

Since 2019, City Council has annually approved acceptance of the Arizona 9-1-1 Grant to support eligible operational costs for the countywide 9-1-1 system. This grant has provided consistent reimbursement funding for emergency communications infrastructure and services.

Options and Alternatives to Recommended Action:
Option 1 (Recommended)
Approve the grant agreement and authorize acceptance of $284,000 in FY2027 Arizona 9-1-1 Grant funding.

Option 2
Do not approve the agreement. The City would forgo reimbursement funding for eligible countywide 9-1-1 operational expenses and would need to identify alternative funding sources or reduce eligible expenditures.

Background and History:
The Flagstaff Police Department has been designated by the State 9-1-1 Office as the system administrator for Coconino County's 9-1-1 services. In this role, the department is responsible for submitting operating costs and call statistics for all Public Safety Answering Points (PSAPs) in the county, including Flagstaff, Williams, and Page.
Historically, 9-1-1 telephone bills were mailed directly to the Flagstaff Police Department, where the 9-1-1 Coordinator verified the charges and forwarded the invoices, along with an authorization letter, to the State 9- 1-1 Office. These costs were then paid by the state using funds from the Emergency Telecommunication Services Revolving Fund.
In 2018, oversight of the Arizona 9-1-1 program was moved under the Arizona Department of Administration, Office of Grants and Federal Resources. As part of this transition, the state implemented a formal grant program to fund annual 9-1-1 system budgets. Under the new process, system administrators must apply for funding each year to cover operational expenses. Approved funds are used to reimburse PSAPs for eligible costs, ensuring consistent and equitable distribution of resources across the state.
To support regional collaboration and financial sustainability, the City of Flagstaff maintains active Intergovernmental Agreements (IGAs) with the City of Williams and the City of Page. These agreements, which are valid through 2027, establish that if state funding for the 9-1-1 system were to be discontinued, each agency would assume responsibility for their own 9-1-1 service costs.
This grant does not create new programs or staffing. It reimburses eligible operational expenses associated with providing countywide 9-1-1 telephone service.

Connection to PBB Priorities and Objectives:
This grant directly supports two of the City of Flagstaff's Priority Based Budgeting (PBB) objectives:
High Performing Governance - By maintaining centralized coordination of 9-1-1 services through the Flagstaff Police Department, the City ensures efficient use of public resources, regulatory compliance, and strong interagency collaboration. The grant process promotes fiscal accountability, transparency, and equitable distribution of emergency communications funding across all participating agencies in Coconino County.
Safe and Healthy Community - Reliable 9-1-1 infrastructure is essential for public safety. This funding ensures uninterrupted emergency call-taking and dispatch services across the region, supporting rapid response to emergencies, protection of life and property, and coordinated efforts between local and federal public safety partners.
The continued administration and funding of this grant are critical to delivering responsive, high-quality emergency services to residents and visitors across Coconino County.

Connection to Regional Plan:
This grant aligns with Goal PF.3 of the Flagstaff Regional Plan, which calls for *"the coordinated provision of public safety services and infrastructure."*
By funding the operational costs of 9-1-1 telephone systems across multiple Public Safety Answering Points (PSAPs) in Coconino County, the grant supports a regionally integrated emergency communications

system. The Flagstaff Police Department's role as system administrator ensures that agencies across the region-- municipal and federal--receive consistent service delivery, shared infrastructure, and coordinated response capabilities. This enhances the region's overall resilience and ensures equitable access to critical emergency services for all communities served. This coordinated approach improves interoperability, strengthens regional resilience, and ensures reliable emergency communications for residents and visitors throughout Coconino County.

Connection to Carbon Neutrality Plan:
This grant supports Health and Safety Strategy HS-3 of the City's Carbon Neutrality Plan, which aims to *"ensure community preparedness and equitable emergency response to climate-related and other hazards."* By funding the core infrastructure of the region's 9-1-1 telephone systems, the grant enhances the reliability and coordination of emergency communications across Coconino County. Reliable emergency communications are essential during climate-related emergencies, including wildfires, flooding, severe winter storms, extreme heat, and other natural disasters. A well- supported, regionally coordinated 9-1-1 system ensures that all communities, especially vulnerable and remote populations, receive timely, equitable emergency response in the face of growing environmental risks.

Connection to 10-Year Housing Plan:
N/A

Attachments: Agreement

Docusign Envelope ID: 01FC8008-7584-82C1-80E1-63443141BC5F

ARIZONA DEPARTMENT OF ADMINISTRATION

ARIZONA 9-1-1 PROGRAM

FUNDING ASSISTANCE AGREEMENT

Agreement Identification: ADOA-AZ911-27-02

Funding Type: State 9-1-1 Program Funding Assistance Agreement

Effective Date: 7/1/2026

Expiration Date: 6/30/2027

This Funding Assistance Agreement ("Agreement") is entered into by and between the State of Arizona, acting through the Arizona Department of Administration (ADOA), Arizona 9-1-1 Program ("ADOA" or "State"), and Flagstaff Police Department ("Recipient").

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Funding Assistance Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, to perform activities related to the implementation and operation of their respective 911 emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM OF AGREEMENT

4. Limited to one (1) State fiscal year beginning July 1, 2026, and ending on June 30, 2027. A new agreement must be executed each fiscal year. Funding is subject to legislative appropriation and availability.

SCOPE OF SERVICES / ELIGIBLE USES OF FUNDS

5. Eligible funding assistance reimbursement costs must be specific to the state NG911 system call handling service. No additional cost reimbursement requests are eligible and will not be considered.

Docusign Envelope ID: 01FC8008-7584-82C1-80E1-63443141BC5F

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Recipient:

6.1. The funding assistance Recipient agrees that the state-provided funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines, and special conditions.

6.2. ADOA supports the use of these funds in accordance with ARS § 41-704 for NG911 call-handling equipment services, only for operations and maintenance.

6.3. If uncertain about eligibility, the Recipient must contact the State 9-1-1 Office in advance. Email approval constitutes written authorization.

6.4. All goods and services must be received or have reasonable expectations thereof and placed in service by the expiration date of this award.

6.5. Recipient agrees to submit financial reports to ADOA in a format provided by ADOA, documenting the activities supported by the provided funds.

6.6. Recipient understands that financial reports are required to account for expenditures for reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.7. Recipient agrees to pay service providers in a timely manner. Late fees on invoices will not be reimbursed by ADOA.

6.8. The final request for reimbursement of provided funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.9. All goods and services must be received or have reasonable expectations thereof and placed in service by the Recipient by the expiration of this award.

6.10. Recipient agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.11. Recipient agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests.

6.12. Recipient understands that state-provided funds may not be released until Recipient is compliant with all requirements of the funding assistance agreement.

Docusign Envelope ID: 01FC8008-7584-82C1-80E1-63443141BC5F

6.13. Recipient shall submit required GIS and financial reports according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
GIS Data Submissions	Quarter 1 September 30, 2026 Quarter 2 December 31, 2026 Quarter 3 March 31st, 2027 Quarter 4 June 30th, 2027

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	September 4	January 1 – January 31	March 5
August 1 – August 31	October 5	February 1 – February 29	April 5
September 1 – September 30	November 5	March 1 – March 31	May 5
October 1 – October 31	December 4	April 1 – April 30	June 4
November 1 – November 30	January 5	May 1 – May 31	July 5
December 1 – December 31	February 5	June 1 – June 30	Aug 5

7. Responsibilities of the State:

7.1. It is agreed and understood that ADOA's total payment under this Agreement shall not exceed $284,000.00 in state funds.

7.2. Once ADOA approves the financial reimbursement request, payment to the Grantee will be completed within 10 business days.

7.3. State-approved funding assistance line items:

APPROVED LINE ITEM PROGRAM BUDGET	
NG911 Call Handling Services	$284,000.00
Other Costs	$0.00
Total	$284,000.00

Docusign Envelope ID: 01FC8008-7584-82C1-80E1-63443141BC5F

UNIFORM TERMS AND CONDITIONS

8. Funding Assistance Administration and Operation

   8.1. Records. Under A.R.S. § 35-214 and § 35-215, the Recipient shall retain any and all Data and other "records" relating to the agreement's acquisition and performance for five (5) years after the completion of the award. All records shall be inspected and audited by the State at reasonable times. Upon request, the Recipient shall produce a legible copy of any or all such records.

   8.2. Non-Discrimination. The Recipient shall comply with State Executive Orders Nos. 2023-01 and 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

   8.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the Recipient's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.

   8.4. Advertising, Publishing, and Promotion of Funding Agreement. The Recipient shall not use, advertise, or promote information for commercial benefit concerning this funding agreement award without the prior written approval of ADOA.

9. Federal Immigration and Nationality Act. The Recipient shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term. The State shall retain the right to conduct random audits of recipients' records or to inspect the papers of any employee to ensure compliance. Should the State determine that the Recipient be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the funding assistance for default, and suspension.

10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

11. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations, or for any reason, and these Materials or Services are not funded, the State may take any of the following actions:

    11.1.1. Accept a decrease in the funding assistance offered to the Recipient;

    11.1.2. Cancel the funding assistance, or

    11.1.3. Cancel the funding assistance and resolicit the requirements.

12. Personnel. Recipient warrants that its personnel will perform their duties under the agreement professionally, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the funding assistance requirements. Recipient further warrants that its key personnel will maintain all certifications relevant to their work, and Recipient shall provide individual evidence of certification to the State's authorized representatives upon request.

Docusign Envelope ID: 01FC8008-7584-82C1-80E1-63443141BC5F

13. False Statements. Recipient represents and warrants that all statements and information Recipient prepared and submitted in response to the Solicitation or as part of the Recipient documents are current, complete, true, and accurate. If ADOA determines that the Recipient submitted an application with a false statement or made material misrepresentations during the performance of the funding assistance, ADOA may determine that the Recipient has materially breached the agreement and may void the submitted application and any resulting agreement. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

14. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

15. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

16. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

17. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

18. Any change, modification, or extension of this Agreement must be submitted and approved by ADOA.

19. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

20. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

21. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance, and enforcement of this Agreement. The Parties further agree to cooperate in all reasonable and necessary ways to comply with applicable statutes, including, as needed, amending this Agreement and making any refunds or payments required to bring the Parties into full compliance with applicable law.

22. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Recipient expressly state that this Agreement does not create any third-party rights of enforcement.

Docusign Envelope ID: 01FC8008-7584-82C1-80E1-63443141BC5F

23. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

24. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

25. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party, and any purported assignment or delegation in violation of this provision shall be void.

26. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

27. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

28. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the funding agreement, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this funding agreement..

29. The Recipient must notify ADOA, State 911 Program, within 10 business days if it is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA, State 911 Program assumes responsibility for the duties under this agreement.

30. Recipient must enroll in automatic clearinghouse payments through an ADOA, State 911 Program-designated online process.

31. Recipient agrees to allow ADOA, State 911 Program to deploy a data analytics tool for use by PSAPs and the State 911 Program.

32. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

Docusign Envelope ID: 01FC8008-7584-82C1-80E1-63443141BC5F

B. If to the RECIPIENT:

Flagstaff Police Department
911 E Sawmill Rd
Flagstaff, AZ 86001
Attention: Casey Gonzales

SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed the Funding Assistance Agreement.

RECIPIENT: _____

Title:_____

Date: _____

ADOA, STATE 911 PROGRAM: _____

Title:_____

Date: _____

Docusign Envelope ID: 01FC8008-7584-82C1-80E1-63443141BC5F

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

CITY OF FLAGSTAFF

Signed by:
Joanne Keene
488BAC37E6364C7...
SIGNATURE

City Manager
TITLE

Joanne Keene
FULL NAME

6/30/2026
DATE SIGNED

ATTEST:

Signed by:
Stacy Saltzburg
8C95EB0863D1441...
SIGNATURE

City Clerk
TITLE

Stacy Saltzburg
FULL NAME

6/30/2026
DATE SIGNED

APPROVED AS TO FORM:

Signed by:
Christina Kinnear
22D0FAFBF1354FB...
SIGNATURE

City Attorney's Office
TITLE

Christina Kinnear
FULL NAME

6/30/2026
DATE SIGNED

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants & Contracts Director

Co-Submitter: Ed Schenk, Stormwater Section Director

Date: 08/27/2026

Meeting Date: 09/01/2026

TITLE:

Consideration and Approval of Contract: Ratify the Subrecipient Agreement with the Arizona Department of Emergency and Military Affairs for the Meade Lane Drainage Improvement Project.

STAFF RECOMMENDED ACTION:

Ratify the Subrecipient Agreement between the Arizona Department of Emergency and Military Affairs and the City of Flagstaff for the Meade Lane Drainage Improvement Project for a grant amount of $633,323.03

Executive Summary:

The Federal Emergency Management Agency through the Arizona Department of Emergency and Military Affairs has approved the grant application and award a Subrecipient Agreement #HMGP-PF-FM-5466-04-04 for the Hazard Mitigation Grant Program Post-Fire for the Meade Lane Drainage Improvement Project. The grant covers eligible costs from June 16, 2026 to March 31, 2028.

Financial Impact:

Project Name: Meade Lane Drainage Improvement
Cost: JOC Contract Award $2,263,330
Account Number and FY Budgeted Amount:

Stormwater Fund - $1,097,064.00 from 206-08-385-3599-0-4422
Wasterwater Fund - $322,830.00 from 203-08-375-3220-0-4463
Drinking Water Fund - $302,275.00 from 202-08-370-3157-0-4463 and 202-08-370-3625-0-4463
Road Repair & Street Safety Fund - $648,495.00 from 046-06-163-3321-6-4443
Transportation Taxes Fund - Bicycle & Pedestrian - $38,850.00 from 048-10-120-3483-6-4433

Grant Funded: $633,323.03 (73.36% Federal Share) and $229,934.97 (26.64% Non-Federal Share) for a Total Grant Project Cost of $863,258.00.
Funding Source: Federal Emergency Management Agency through the Arizona Department of Emergency and Military Affairs

Policy Impact:

No Impact

Previous Council Decision or Community Discussion:

On July 7, 2026 Council Approved the Job Order Construction Contract with Eagle Mountain Construction, Inc. in the amount of $2,263,330 for the Meade Lane Utility Improvement Project.

Options and Alternatives to Recommended Action:

1. Approve the Grant Agreement.
2. Not Approve the Grant Agreement.

Background and History:
Following the Pipeline Fire in 2022, the City of Flagstaff completed several flood-mitigation projects to manage increased post-wildfire runoff from the burn scar. However, areas along Meade Lane continue to experience significant localized flooding, particularly during monsoon-season storm events. The drainage infrastructure in this corridor was undersized prior to the Pipeline Fire, and the additional runoff produced post-fire watershed conditions has highlighted the inadequacy of the drainage system along this street. As a result, the area continues to experience recurring ponding, sediment depositions, and reduced roadway reliability.

Flooding along Meade Lane has been severe at times, generating substantial public concern and sustained interest from residents seeking long-term mitigation. Addressing these long-standing drainage deficiencies has become a priority within the broader system of post-fire flood-response and neighborhood-resliency improvements.

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 E&C.3. Strengthen community and natural environment resiliency through climate adaption efforts.

- Policy E&C.3.4. Increase the region's preparedness for extreme climate events.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Connection to Carbon Neutrality Plan:
Strategy WS-4: Maximize Passive and active community rainwater infiltration.

- Action 3: Commit funding for new and the replacement of old stormwater infrastructure to ensure adequate sizing to accommodate anticipated precipitation changes.

Strategy HS-4: Improve the resilience of public infrastructure and City facilities.

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
Water Services 2025 Strategic Plan
Stormwater 2028 Strategic Plan

Attachments: HMGP Grant Agreement-Meade Lane Drainage Improvement Project

Docusign Envelope ID: FAE70BE4-72FB-8FC5-803D-DFD9E15F6A2F

SUBRECIPIENT AGREEMENT BETWEEN

CITY OF FLAGSTAFF

AND

The Arizona Department of Emergency and Military Affairs
FOR

Hazard Mitigation Grant Program Post-Fire - GRANT NUMBER EX: HMGP-PF FM-5466-04-04

WHEREAS, A.R.S. 26-306(B)(1) and 26-312 charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEMA shall provide funding to CITY OF FLAGSTAFF ("Subrecipient") under Catalogue of Federal Domestic Assistance (CFDA) #97.039 under the terms of this Subrecipient Agreement (Agreement).

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Hazard Mitigation Assistance Grant (HMA) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. TERM OF AGREEMENT

This Agreement shall become effective on Jun 16, 2026 and shall terminate Mar 31, 2028. The rights and responsibilities of DEMA and Subrecipient as described herein will survive termination of this agreement.

3. DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT

Subrecipient shall use the funds provided under this Agreement solely for the purposes for which these funds have been provided, as documented by the Subrecipient's grant application as approved by the Federal Emergency Management Agency (FEMA) and DEMA, a copy of which is attached as Exhibit 3.

a. The FY2023 HMGP-PF program covers eligible costs from Jun 16, 2026 - Mar 31, 2028 (the "Agreement Period"). The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the Agreement Period. Allowable costs are defined in the , 2 CFR Part 200, and by this Agreement.

b. Finance & Administration - Subrecipient shall provide DEMA with complete documentation of all expenditures of funds provided under this Agreement as soon as such documentation becomes available to Subrecipient. Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds under this Agreement. DEMA does not manage or take responsibility for the Subrecipient's projects, and monitors projects (with regard to program eligibility and other requirements) only in order to protect the State's interests.

    i. The FY2023 HMGP-PF program has a 26.64% cost match (cash or in kind) requirement, pursuant to sections 203(h) (42 USC 5133(h)) and 404(a) (42 USC 5170c) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. No. 93-288), as amended, (42 U.S.C. 5121 et seq.).

    ii. Federal funds cannot exceed 73.36% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 26.64% (cash or in-kind) in order to obtain these federal matching funds.

    iii. The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 CFR. 200.306, and Subrecipient contributions must meet the standards of 2 CFR. 200.306 and all other applicable federal law.

4. MANNER OF FINANCING

DEMA shall:

a. Provide up to $633,323.03 to the Subrecipient for 73.36% of the costs expended for approved services, supplies and equipment, as referenced as in the , and 2 CFR Part 200. Subrecipient will use the funds provided by DEMA and the matching contribution made by the Subrecipient to acquire the services, supplies and equipment identified in Part 3, DESCRIPTION OF SERVICES, SUPPLIES, AND EQUIPMENT, of this Agreement.

b. Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment or other form of contribution, consisting of applicable, accurate and complete documentation, as determined by DEMA in its sole discretion.

5. FISCAL RESPONSIBILITY

For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds to DEMA immediately.

6. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

Subrecipient shall comply with A.R.S. 35-214 and 35-215.

a. Pursuant to 2 CFR. 200.501, if Subrecipient expends $1,000,000.00 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 CFR. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient has met all such requirements.

b. Subrecipient will be monitored periodically by DEMA, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring may involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance and administrative issues relative to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement, including but not limited to circumstances in which DEMA is required or requested to provide information or records to FEMA or to any state or federal auditor; in such event, Subrecipient shall cooperate with DEMA and shall provide DEMA with all information and records necessary for DEMA to comply with any such request or requirement.

7. APPLICABLE LAWS AND REGULATIONS

Subrecipient must comply with all applicable Arizona and Federal law, whether or not specifically cited or referenced in this Agreement, and including but not limited to, as applicable, (1) 2 CFR. 200.0 through 200.345 (general provisions and requirements); (2) 200.400 through 200.475 (cost principles); (3) 200.500 through 200.521 (audit requirements); (4) the Appendices to 2 CFR. Part 200; and (5) 2 CFR. 3002.10. Subrecipient also must comply with all applicable Indian, Tribal, and local laws, implementing regulations, and Executive Orders.

8. OTHER APPLICABLE REQUIRED STANDARDS

In addition to complying with all applicable Federal and Arizona statutes and regulations, Subrecipient shall:

a. Comply with the NOFO;

b. Large equipment purchases must be identified and explained. Federal property management standards for equipment must be complied with. See 2 CFR 200.33; 2 CFR 200.48; 2 CFR 200.89; and 2 CFR 200.313. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl;

c. Prepare, retain, and be prepared to produce for examination by DEMA and/or FEMA, all records of all activities relating to this Agreement, to the extent necessary to comply with the requirements set forth in 2 CFR Chapter II, Subpart F (2 CFR 200.500 et seq.) and OMB Circular A-133, available at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F;

d. Comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including but not limited to: the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 et seq.); the National Historic Preservation Act (NHPA; 54 U.S.C. 300101 et seq., and 305501 et seq.); the Endangered Species Act (ESA; 7 U.S.C. 136 et seq.; and 16 U.S.C. 1531 et seq.), and Executive Orders on Floodplains (11988; see https://www.archives.gov/federal-register/codification/executive-order/11988.html), Wetlands (11990; see https://www.archives.gov/federal-register/codification/executive-order/11990.html) and

Environmental Justice for Low Income & Minority Populations (12898; see https://www.archives.gov/files/federal-register/executive-orders/pdf/12898.pdf). Subrecipient shall not undertake any project having the potential to impact EHP resources without express prior written approval obtained through DEMA. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any subsequent change to the project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient must immediately cease construction in that area and notify DEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full EHP review being completed by FEMA Office of Environmental and Historic Preservation.

e. Mitigation activities must adhere to all relevant statutes, regulations, and requirements, including:

i. Sections 203 (42 USC 5133; Pre-Disaster Hazard Mitigation ("PDM")) and 404(a) (42 USC 5170c(a); Hazard Mitigation Grant Program ("HMGP")) of the Stafford Act;

ii. Section 4104c (Flood Mitigation Assistance) of the National Flood Insurance Act of 1968 (42 USC 4104c);

iii. Section 322 of the Stafford Act (Mitigation Planning; 42 USC 5165);

iv. Section 324 of the Stafford Act (Management Costs; 42 USC 5165b);

v. The National Historic Preservation Act, 54 U.S.C. 300101 et seq.;

vi. The National Environmental Policy Act, 42 U.S.C. 4321 et seq.;

vii. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq., implemented through 49 CFR Part 24, 49 CFR 24.1 et seq.;

viii. Floodplain Management and Protection of Wetlands (44 CFR Part 9, 44 CFR 9.1 et seq.), implementing and enforcing Executive Order 11988, Floodplain Management, and Executive Order 11990, Protection of Wetlands;

ix. The Coastal Barriers Resources Act, 16 USC 3501 et seq., and 44 CFR Part 206, Subpart J, 44 CFR 206.340 et seq.);

x. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular," currently located at https://www.cottoncpa.com/wp-content/uploads/2016/07/OMB-Super-Circular-Doc.pdf;

xi. OMB Circular A-110;

xii. Floodplain Management (44 CFR Part 60, 44 CFR 60.1 et seq.);

xiii. Flood Mitigation Grants (44 CFR Part 79, 44 CFR 79.1 et seq.);

xiv. Property Acquisition and Relocation for Open Space (44 CFR Part 80, 44 CFR 80.1 et seq.);

xv. Hazard Mitigation Planning (44 CFR Part 201, 44 CFR 201.1 et seq.);

xvi. Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N, 44 CFR 206.430 et seq.);

xvii. Management Costs (44 CFR Part 207, 44 CFR 207.1 et seq.);

xviii. OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs;

xix. Audits of States, Local Governments, and Non-Profit Organizations (2 CFR Part 200, 2 CFR 200.0 et seq.); and

xx. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations, 48 CFR 31.201 et seq.

9. CONTRACTORS/SUBCONTRACTORS

Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established under Arizona and Federal law. Subrecipient agrees and understands that no subcontract that Subrecipient enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor with respect to any work on any project funded in whole or in part under this Agreement.

10. PERSONNEL AND TRAVEL COSTS

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM; see https://gao.az.gov/publications/saam); must be applied uniformly to both federally financed and other activities of the Subrecipient; and will be reimbursed at the most restrictive allowability and rates. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration in the SAAM.

11. PROCUREMENT

Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona procurement code provisions and rules. The intent is that all procurement contracts be awarded competitively, and the Subrecipient shall not enter into any noncompetitive (sole or single source) procurement unless express prior written approval is granted by DEMA.

12. NONSUPPLANTING AGREEMENT

Subrecipient shall not use funds obtained under this Agreement to supplant State or Local funds or other resources that would otherwise have been made available for any program/project funded in whole or in part under this Agreement.

13. COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING IMMIGRATION

Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214 and 41-4401.

a. A breach of a warranty by Subrecipient regarding compliance with State or Federal immigration laws or regulations shall be deemed a material breach of this Agreement by Subrecipient and may result in action by DEMA up to and including termination of this Agreement.

b. DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

14. PROPERTY CONTROL

Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the , the grant application as approved, and the CFR. Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a. Equipment acquired by Subrecipient with funds obtained in whole or in part under this Agreement shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by funds obtained in whole or in part under this Agreement. Theft, destruction, or loss of such property shall be reported to DEMA immediately.

b. Nonexpendable Property is personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than $500. (48 CFR 752.245-70(a)(3)).

c. Capital Assets are any tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR 200.12).

d. A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form at the end of period of performance or no more than ninety (90) calendar days after the end of the Agreement. The Property Control Form shall be updated, and a copy provided to DEMA no more than forty-five (45) calendar days after equipment disposition. Subrecipient agree to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

e. A physical inventory of the Nonexpendable Property and Capital Assets must be taken, and the results reconciled with the Property Control Form at least once every two years.

15. DEBARMENT CERTIFICATION

Subrecipient is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. The Subrecipient is required to complete and return the provided Contractor Debarment and Suspension Form, attached as Exhibit 15(a), to demonstrate due diligence in following this requirement.

16. FUNDS MANAGEMENT

Subrecipient must maintain funds received under this Agreement in a separate account and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits (2 CFR 200.302). Subrecipient must maintain adequate business systems to comply with Federal requirements.

17. REPORTING REQUIREMENTS

Regular reports by Subrecipient shall include:

a. Programmatic Reports- Subrecipient shall provide quarterly programmatic reports to DEMA on the 15th day of the quarter in which the report is due. So that the report contains such information as deemed necessary by DEMA, Subrecipient shall use and fully complete the Mitigation Grant Programs Quarterly Report template, a copy of which is attached as Exhibit 17(a).

   i. If a project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report must be marked as "final." Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed.

   ii. Upon request of DEMA, Subrecipient must provide to DEMA any information necessary to meet any state or federal reporting requirements.

   iii. Quarterly Programmatic reports are due:

      1. January 15 (period October 1 - December 31)
      2. April 15 (period January 1 - March 31)
      3. July 15 (period April 1 - June 30)
      4. October 15 (period July 1 - September 30)

b. Financial Reimbursements - Subrecipient shall provide DEMA with quarterly requests for reimbursement. Requests for reimbursements shall be submitted with the Request for Payment provided by DEMA, a copy of which is attached as Exhibit 17(b).

   i. Subrecipient shall submit to DEMA a final request for reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than thirty (30) calendar days after the completion of all work funded in whole or in part by the Agreement. Requests for reimbursement received by DEMA later than the thirty (30) days will not be paid. The final reimbursement request as submitted shall be marked "final" by Subrecipient.

   ii. DEMA requires that all requests for reimbursement be submitted electronically to the State Hazard Mitigation Officer or via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service.

   iii. DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process requests for reimbursements. Subrecipient shall promptly provide DEMA with all such documents and/or information.

   iv. All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part 44, NOTICES, of this Agreement.

18. ASSIGNMENT AND DELEGATION

Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

19. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of Subrecipient and DEMA.

a. Any such amendment shall specify:

i. an effective date;

ii. increases or decreases in the amount of Subrecipient's compensation if applicable;

iii. be titled as an "Amendment,"

iv. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

20. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Part 19, AMENDMENTS.

21. RIGHT TO ASSURANCE

If DEMA in good faith has reason to believe that Subrecipient does not intend to or is unable to perform or continue performing under this Agreement, DEMA may demand in writing that Subrecipient give a written assurance of intent and ability to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMA at its option may terminate this Agreement.

22. CANCELLATION FOR CONFLICT OF INTEREST

DEMA may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from DEMA, unless the notice specifies a later time. If and only if Subrecipient is an agency of the State or a political subdivision of the State, then this Part 22 shall apply so that either DEMA or Applicant may cancel this Agreement for conflict of interest pursuant to the provisions of this part.

23. THIRD PARTY ANTITRUST VIOLATIONS

Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

24. AVAILABILITY OF FUNDS

Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of termination under this Part 24, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement. If and only if Applicant is an agency of the State or a political subdivision of the State, then this Part 24 shall apply so that either DEMA or Subrecipient may cancel this Agreement for lack of availability of funds pursuant to the provisions of this part.

25. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

26. PARTIAL INVALIDITY

If any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

27. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to DEMA) relating to this Agreement shall be resolved through the administrative claims process. In the event ARS 12-1518 applies, the parties shall proceed with arbitration as provided in that statute. The parties agree that the proper venue for any litigation shall be in Maricopa County, Arizona.

28. GOVERNING LAW AND CONTRACT INTERPRETATION

This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona, as is otherwise not in conflict with the remainder of the provisions herein.

a. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

b. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

29. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part 19, AMENDMENTS, of this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

30. RESTRICTIONS ON LOBBYING

Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

31. LICENSING

Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

32. NON-DISCRIMINATION

Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act (42 USC 12101 et seq.), ARS Title 41, Chapter 9, Article 4 (ARS 41-1461 et seq.), and Arizona Executive Order 2009-09.

33. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

34. ADVERTISING AND PROMOTION OF AGREEMENT

Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of DEMA.

35. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.

36. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

37. TERMINATION

All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.

a. If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met, then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.

b. DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.

38. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

39. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

40. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

41. SPECIAL CONDITIONS

Subject to 2 CFR 200.315, title to any intangible property (see 2 CFR 200.59) developed, purchased, or otherwise acquired with funds or other resources obtained by Subrecipient in whole or in part under this Agreement vests upon acquisition in the Subrecipient. Subrecipient acknowledges that the U.S. Department of Homeland Security - Federal Emergency Management Agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Subrecipient hereby further agrees that DEMA shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work for its purposes, and to authorize others to do so. Upon acquisition, Subrecipient shall promptly inform DEMA in writing of any rights in any intangible property acquired by Subrecipient under this Agreement.

42. RECORD RETENTION

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

43. ADDITIONAL TERMS AND CONDITIONS

The Subrecipient agrees to comply with the additional Terms and Conditions as described in Exhibit 43 - .

44. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Emergency and Military Affairs
Division of Emergency Management
5636 E. McDowell Road
Phoenix, AZ 85008

City of Flagstaff
Flagstaff City Hall
Flagstaff, AZ 86001

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

State Hazard Mitigation Officer
Destiny Colorado
mitigation@azdema.gov
(602) 464-6499

Grant Project Manager
mitigation@azdema.gov
(602) 464-6499

FOR AND BEHALF OF
Arizona Dept. of Emergency & Military Affairs
Division of Emergency Management

Authorized Signature

Gabe Lavine, Director

Name & Title

7/15/2026

Date

Docusign Envelope ID: FAE70BE4-72FB-8FC5-803D-DFD9E15F6A2F

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

CITY OF FLAGSTAFF

Signed by:
Joanne Keene
488BAC37E6364C7...
SIGNATURE

City Manager
TITLE

Joanne Keene
FULL NAME

6/24/2026
DATE SIGNED

ATTEST:

Signed by:
Stacy Saltzburg
8C95EB0863D1441...
SIGNATURE

City Clerk
TITLE

Stacy Saltzburg
FULL NAME

6/24/2026
DATE SIGNED

APPROVED AS TO FORM:

Signed by:
Christina Kinnear
22D0FAFBF1354FB...
SIGNATURE

City Attorney's Office
TITLE

Christina Kinnear
FULL NAME

6/24/2026
DATE SIGNED

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Edward Schenk, Water Services Section Director - Stormwater

Date: 08/27/2026

Meeting Date: 09/01/2026

TITLE:

Consideration and Approval of Contract: Ratification of Job Order Contract and associated Change Order 1 with Eagle Mountain Construction for a temporary drainage improvement for the total amount of $115,505.72

STAFF RECOMMENDED ACTION:

1. Ratify the approval of the JOC contract and associated Change Order 1 to Eagle Mountain Construction for a drainage improvement project along Phoenix Avenue and BNSF for the amount of $115,505.72
2. Ratify the authorization of the City Manager to execute the necessary documents.

Executive Summary:

A localized drainage problem was identified in Fall 2025 between the new BNSF maintenance building and the Phoenix Sunshine Mission on the east end of Phoenix Avenue. JE Fuller Hydrology and Geomorphology was contracted by Stormwater to produce a temporary drainage improvement to provide flood relief until the Army Corps Rio de Flag (RDF) Project is constructed. A Job Order Contract (JOC) bid was completed in winter 2026 with Eagle Mountain Construction being selected as the lowest qualified bid and the JOC contract was executed in the amount of $93,360.00. Subsequent Change Order 1 was required and fully executed in August 2026 due to an unanticipated cost of having a BNSF inspector onsite during construction. The change order increased the contract cost to over $115,505.72. Since the change order brought the expenditure to over $100,000, it then required City Council's consent approval. Due to time restraints by BNSF, the change order needed to be executed in order to meet the BNSF deadline and therefore staff is seeking approval ratification of both the contract and subsequent change order for the over $100,000 expenditure.

Financial Impact:

Project Name: COF Temporary Drainage Improvement
Cost: $115,505.72
Account Number Budgeted: 206-08-385-3238-0-4422
FY Budgeted Amount: $248,560
Grant Funded: No
Funding Source: Stormwater Fund

Policy Impact:

None

Previous Council Decision or Community Discussion:

No previous Council decision.

Options and Alternatives to Recommended Action:
1. Ratify the approval of the contract and change order 1 with Eagle Mountain Construction.
2. Deny the contract, staff will pay charges incurred by the JOC contractor on the original contract before the change order. The project will be canceled.

Background and History:
The east end of Phoenix Avenue has long been part of the larger Southside Neighborhood drainage problem(s). The problem was exacerbated in the past decade by continued re-development in the area as well as localized storms, most notably the 2025 fall storms. Localized flooding has impacted several properties including the Phoenix Sunshine Mission and the new BNSF maintenance building. This temporary pipe and catch basins will relieve localized flooding and can be tied into the future RDF Project if desired.

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 to climate change impacts on the built, natural, economic, health and social systems.

Connection to Regional Plan:
Goal WR.5.
Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.
Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.

Connection to Carbon Neutrality Plan:
CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
Proactive drainage improvements and adding resiliency is a key part of the 2028 Stormwater Section Strategic Plan and the 2025 Water Services Division Strategic Plan

---

Attachments: JOC Construction Contract
Change Order 1
Change Order 1 Fee Proposal

JOB ORDER CONSTRUCTION CONTRACT
#2026-196
(Under Job Order Services Master Contract 2020-100)

City of Flagstaff, Arizona
and
Eagle Mountain Construction, Inc.

This Job Order Construction Contract ("Contract") is made and entered into this 9 day of April, 2026, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and **Eagle Mountain Construction, Inc.**, an Arizona corporation, with offices at 3100 N Caden Ct, Flagstaff, AZ 86004 ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain Job Order Contracting (JOC) for **Horizontal Construction** services ("Services"); and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **Temporary Drainage Improvements #2026-196** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1	Special Provisions (Scope & Cost Estimation)	Exhibit A
2.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **ninety-three thousand three hundred sixty dollars and zero cents ($93,360.00)** 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 **one hundred (100) calendar days** from the date of the Owner's Notice to Proceed, after BNSF Right of Way permit approval, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence; the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any

temporary structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

11. Maintenance During Winter Suspension of Work.

11.1 A "Winter Shutdown" is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

13. Notices. Any notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding

warranties shall be sent via registered or certified mail, return receipt requested, at the address set forth below ***and*** to legal counsel for the Party to whom the notice is being given.

If to Owner:
Emily Markel
Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

If to Contractor:
Marco Spagnuolo
President
Eagle Mountain Construction, Inc.
3100 N. Caden Ct.
Flagstaff, AZ 86004
marco@emcaz.com

With a Copy to:
Chase McLeod
Stormwater Project Manager Senior
City of Flagstaff
2323 N. Walgreens Dr.
Flagstaff, AZ 86004
Chase.McLeod@flagstaffaz.gov

14. Contract Violations. In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases, and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Special Provisions (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in

this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county, or municipal public works project.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the

court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

32. Force Majeure.

32.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

32.2 There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events, and the Owner shall not pay additional costs incurred by Contractor as a result of such Events.

32.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

33. No Boycott of Israel. Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000.00), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

34. Modification to Contract. This Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

35. Forced Labor of Ethnic Uyghurs. If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the written certification, Contractor shall notify the Owner within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the Owner of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

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

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Joanne K. Keene signed on 4/9/2026 11:16:39 AM

Joanne Keene, City Manager

Attest:

City Clerk

Stacy Saltzburg signed on 4/9/2026 12:09:10 PM

Approved as to form:

City Attorney's Office

Christina Kinnear signed on 4/8/2026 3:25:49 PM

Last Updated November 13, 2023

Eagle Mountain Construction, Inc.

Signature

Marco Spagnuolo

Printed Name

CEO

Title

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Temporary Drainage Improvements
PROJECT NUMBER: #2026-196

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: Temporary Drainage Improvements
PROJECT NUMBER: #2026-196

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

(hereinafter called the "Principal"), as Principal, and, _____

_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____

_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____, 20__ in the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated November 13, 2023

Exhibit A – Scope & Cost Estimation

Eagle Mountain Construction
3100 N. Caden Ct. - Flagstaff, AZ 86004
AZ ROC 315942, 315943

PROPOSAL

Submitted To:	City of Flagstaff	**EMC Prop #:**	26-003
Attn:	Ed Schenk	**Date:**	2/24/26
Project:	Temp Draiage Improvements	**Expires:**	
Plans by:	Documents provided by Ed Schenk		
Soils Report:	NA		

ITEM\NOTE	DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
TASK 1					
10	BNSF PERMITTING PROCESS	1	LS	$ 7,600.00	$ 7,600.00
TASK 2					
20	MOBILIZATION, SWPPP & STAKING	1	LS	$ 19,250.00	$ 19,250.00
100	REMOVE AND DISPOSE OF EXISTING CULVERT	18	LF	$ 125.00	$ 2,250.00
200	NEW 18" ADS STROMDRAIN	220	LF	$ 155.00	$ 34,100.00
201	NEW 12" NYLOPLAST DRAIN BASIN	3	EA	$ 3,250.00	$ 9,750.00
202	NEW TYPE U HEADWALL - MAG 501-1	1	EA	$ 6,600.00	$ 6,600.00
203	FILL DITCH LINE	15	CY	$ 250.00	$ 3,750.00
300	PUNCHLIST & DEMBOB	1	LS	$ 3,200.00	$ 3,200.00
				Sub Total:	**$ 86,500.00**
			Tax & Bond	**7.93%**	**$ 6,860.00**
				Total:	**$ 93,360.00**
Alternates\Unit Price Items:					
Hard Rock Ex per CY if encountered		1	CY	$ 285.00	$ 285.00
Unsuitable Soils per CY if encountered		1	CY	$ 105.00	$ 105.00

CLARIFICATIONS: This terms and conditions of this proposal shall be incorporated into any subsequent agreement.

This proposal includes one (1) mobilization, unless noted otherwise.

Existing control points to be verified by others, for use and reliance by EMC.

Applicable permits, fees and taxes for EMC's work only.

EXCLUSIONS: Davis Bacon wages; QAQC testing; as-builts; hard dig; unsuitable material handling\disposal; soil stabilization; lime stabilization; unknown\unforeseen utility relocations; franchise utility relocations; vertical realignments; dewatering; supply\install of water meters; roof drain tie-ins; asbestos remediation of any kind; any bid items\scopes not specifically listed above.

PROJECT SPECIFIC CLARIFICATIONS:

Headwall excludes trash rake.

No utility relocations are included.

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

☐ CONFIRMING CHANGE ORDER NO. _____
☐ DESIGN CONTRACT CHANGE ORDER NO. _____
☑ CONSTRUCTION CONTRACT CHANGE ORDER NO. 1
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. 3238 **PROJECT NAME:** COF JOC Temp Drainage

FILE NO. _____ **PROJECT MANAGER:** Ed Schenk

FIRM NAME: Eagle Mountain Construction

Purchase Order Number: 26-005970 | **Line Number:** | **Current Amount** $ 93,360.00

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

DETAILED DESCRIPTION:

This CO is for unanticipated BNSF inspection fees that were not conveyed during the original discussion with BNSF. The fee is for the BNSF contract inspector (Wilson and Company) to be on-site during the anticipated 15 day construction window. The fees are paid on time and materials (daily rate) but are mandated to be paid in full in advance. This CO covers the full inspection fee with the anticipation of a 15 day construction period. If less than 15 days are used our City contractor (Eagle Mountain) will invoice for actuals.

JUSTIFICATION:

The project requires the City and the City contractor to conform to the BNSF's requirements for utility work within the railroad right-of-way, as the majority of the project is on BNSF land.

TIME ANALYSIS:

No change to contract time

COST ANALYSIS:

An additional 22,145.72, bringing the total contract cost up to $115,505.72

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: COF JOC Temp Drainage	☐ Design ☑ Construction ☐ Other
PROJECT NO. 3238	**FILE NO.**
ACCT. NO. 206-08-385-3238-0-4422 100.00 %	
ACCT. NO. _____ %	
COUNCIL APPROVAL DATE: NA	**ORIGINAL CONTRACT AMOUNT:** $ 93,360.00
PROJECT BUDGET (FY 26 **)** $ 350,000.00	**PROJECT BUDGET (FY** 27 **)** $ 248,560.00
NOTICE TO PROCEED DATE: 08/31/2026	**ORIGINAL CONTRACT PERIOD (calendar days):** 100
ORIGINAL COMPLETION DATE: 12/01/2026	**ORIGINAL CONTRACT ALLOWANCE:** $ 0.00
DESIGN FIRM: JE Fuller	

Change Orders Revision Date	C.O. Amount New Total	C.O. Days New Total	Start Date New Comp. Date	REASON FOR CHANGE
1	$ 115,505.72	100	08/31/2026	This CO is for unanticipated BNSF inspection fees that were not conveyed during the original discussion with BNSF. The fee is for the BNSF contract inspecto
			12/01/2026	
2				
3				
4				
5				

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

			END DATES		
ORIGINAL CONTRACT PERIOD	100 **Days**	(	12/01/2026)	**ORIGINAL CONTRACT**	**$** $ 93,360.00
PRIOR TIME CHANGES	0 **Days**	(	)	**TOTAL PRIOR VALUE CHANGES**	**$** $ 0.00
THIS TIME CHANGE	0 **Days**	(	)	**VALUE OF THIS CHANGE**	**$** $ 22,145.72
NEW CONTRACT PERIOD	100 **Days**	(	12/01/2026)	**NEW CONTRACT**	**$** $ 115,505.72

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO. _____
☐ DESIGN CONTRACT CHANGE ORDER NO. _____
☑ CONSTRUCTION CONTRACT CHANGE ORDER NO. 1
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. 3238 **PROJECT NAME:** COF JOC Temp Drainage

FILE NO. _____ **PROJECT MANAGER:** Ed Schenk

SIGNATURES

SUBMITTER

Project Manager	_____ Date	**Approved Signature**	Ed Schenk Digitally signed by Ed Schenk Date: 2026.08.06 15:58:50 -07'00'
Department Head	08/07/2026 Date	**Approved Signature**	Lee Williams Digitally signed by Lee Williams Date: 2026.08.07 13:36:53 -07'00'

COMMITTEE

Water Services	2026-08-19 Date	**Approved Signature**	Douglas Slover Jr Digitally signed by Douglas Slover Jr Date: 2026.08.19 10:09:56 -07'00'
Public Works	8-19-2026 Date	**Approved Signature**	[signature]
City Engineering	8/19/2026 Date	**Approved Signature**	[signature]
City Attorney	_____ Date	**Approved Signature**	ABSENT
Finance	08/20/2026 Date	**Approved Signature**	Tammy L Ryan
Purchasing (Chair)	8/20/26 Date	**Approved Signature**	Patrick Brown

EXECUTIVE

City Manager	08/07/2026 Date	**Approved Signature**	Joanne Keene Digitally signed by Joanne Keene Date: 2026.08.07 13:28:34 -07'00'

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: Eagle Mountain Construction **Signature:** [signature]

Date: 08/10/2026 **Print Name and Title:** Project Manager

Eagle Mountain Construction
3100 N. Caden Ct. - Flagstaff, AZ 86004
AZ ROC 315942, 315943

FIELD ORDER PROPOSAL

To: **City Of Flagstaff** Project: **COF JOC Temp Drainage**
Attn: **Ed Schenk** COP #: **1** Rev#:
Date: **8/7/26**

Description:

This COP is to supply BNSF Inspections and fees.

EMC CC	#	Description	Quan	Unit	Unit Cost	Subtotal
99-0006	1	Inspector and fees	1.0	LS	$ 18,750.00	$ 18,750.00
					Direct Costs	**$ 18,750.00**

Notice to Proceed Date	**31-Aug-26**	
Original Contract Time	25.0	days
Change in time by previous COP's	0.0	days
Revised Contract Time	25.0	days
Change in Time by this COP	0.0	days
Revised Contract Time	**25.0**	days
Revised Contract Completion Date	**25-Sep-26**	

Fee	10.0%	$ 1,875.00
Bond\Insur	1.2%	$ 247.50
Tax	6.1%	$ 1,273.22
Total this COP:		**$ 22,145.72**

Schedule Description:

This change adds an additional 0 days to the Contract time.

Joel Reinen 8/7/2026
Approval - EMC Project Manager Date

Jaime Keene 8/7/2026
Approval - Client Date

Western Alliance Bank®

Payment Confirmation

The CCD Payment request below has been transmitted successfully.

Template Information

Template Name:	Wilson & Company
Request Type:	CCD Payment
Company Name/ID:	Eagle Mountain [redacted]
Template Description:	EMC
Debit Account:	EMC Checking - *3513
Effective Date:	08/07/2026
Transmit Status:	Transmitted
Confirmation Number:	1130147872
Status:	Transmitted

Credit/Destination Accounts

ABA/TRC	Account	Account Type	Name	Detail ID	Amount
101100621	*1723	Checking	Wilson & Company		$18,750.00
Additional information: Invoice No. 2682629232-1					
				Total:	$18,750.00

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rebecca Sayers, Parks, Recreation, Open Space, and Events Director

Co-Submitter: Stacy Saltzburg, Communications and Civic Engagement Director

Date: 08/27/2026

Meeting Date: 09/01/2026

TITLE:

Consideration and Approval of Contract Amendment: First amendment to Kimley-Horn Parks, Recreation, Open Space, and Events (PROSE) Master Plan contract to include a user rate fee study for the PROSE and Communication and Civic Engagement (C&CE) Divisions.

STAFF RECOMMENDED ACTION:

1. Approve the contract amendment with Kimley-Horn and Associates to include a user rate fee study for an amended contract amount not to exceed $254,530 (the cost of the user rate fee study is $55,000).
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

PROSE entered into a Council-approved contract for a PROSE Master Plan in March 2026 and the project is well underway. Kimley-Horn has attended several pop-up events, created marketing materials, and has created a website for the community to get involved in the Master Plan (https://flagstaffprose.com). Since the date the project kicked off, PROSE has been working with Management Services to start work on a PROSE user fee rate study, as has the Communication and Civic Engagement Division. Upon considering the scope of work for a user fee rate study, staff determined it would be best to utilize the same consultant that is doing the Master Plan, as they are already engaging with the community about PROSE programs and amenities, and they are familiar with PROSE assets, programming, budgets, costs, and maintenance needs. The consultant will also be able to complete public engagement about user fees at the same time as public engagement about the Master Plan, creating efficiencies and alleviating potential confusion in the community that may occur if the user fee study and Master Plan were not coordinated.

Financial Impact:

Project Name: PROSE and Communications and Civic Engagement user rate fee study
Cost: $55,000
Account Number Budgeted: 001-09-402-1314-1-4206
FY2026-27 Budgeted Amount: $60,000 for rate studies
Grant Funded: No
Funding Source: General fund

Policy Impact:

There is no policy impact with this contract amendment. User fee recommendations will be brought to Council for discussion after the study is complete.

Previous Council Decision or Community Discussion:

Council approved the underlying contract on March 3, 2026.

Options and Alternatives to Recommended Action:

Not approve the contract amendment and direct staff on how Council would like to see a user fee rate study completed for PROSE and C&CE Divisions.

Background and History:

Periodic reviews of user fees help ensure transparency, equitability in fee structures, and sustainability of city services. Specifically, periodic reviews help ensure that fees are adequate for cost recovery, distributed fairly among users, and promote transparency by allowing the community to understand how user fees are determined and used. The City adopted a Citywide Cost Recovery Policy on January 20, 2026 which provided guidance to review user fees and charges every five years. The policy also sets cost recovery expectations based on whom the program benefits.

The parks and recreation fees were last reviewed in 2017, however Council decided not to increase fees at that time. Since there have not been any adopted fee changes since 2014, the recovery of costs has not kept up with the cost of providing the programs in our community. Our fees are likely trending below other cities in Arizona at this time. The policy sets an expectation of 0% to 80% cost recovery for PROSE based on the type of program provided.

Cemetery fees were last reviewed and adopted November 2015 so these will also be reviewed with this contract. The policy sets an expectation of 80% to 100% cost recovery for cemetery fees.

The Communication and Civic Engagement fees were last reviewed and adopted in 2009 with liquor licenses being updated again in 2015. The policy sets an expectation of 80% to 100% cost recovery for Communication and Civic Engagement fees.

Connection to PBB Priorities and Objectives:

High Performing Governance: Maintain the organizationôs fiscal stability through strong financial policies and best practices.

Safe and Healthy Community: Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options.

Livable Community: Provide amenities and activities that support a healthy lifestyle

Connection to Regional Plan:

There is no connection to the Regional Plan.

Connection to Carbon Neutrality Plan:

There is no connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

There is no connection to the 10-year Housing Plan.

Connection to Division Specific Plan:

This user rate fee study will coordinate with the ongoing PROSE Master Plan.

Attachments: First Amendment
Original contract

First Amendment

Contract No. 2026-31

This First Amendment to the Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Kimley-Horn and Associates, Inc., a North Carolina Corporation (“Contractor”), shall be effective as of the date of the last signature below. The City and Contractor may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City and Contractor originally entered into the Consultant Services Agreement ("Contract") with an effective date of March 11, 2026; and

WHEREAS, the Parties desire to amend the Contract to include a user rate fee study as part of the Master Plan and increase the compensation paid to Contractor by $55,000 to account for the additional work related to the user rate fee study.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows. Deleted text is shown with a ~~strikethrough~~ and new text is **BOLDED, ALL CAPS AND RED**).

1. Amendments

1.1 Amendment of Scope of Work

The Parties hereby amend the Scope of Work (attached to the Contract as Exhibit A) to include a user rate fee study as part of the Master Plan. Accordingly, the attached letter agreement providing a scope of services for the user rate fee study is hereby added to the Contract's original Scope of Work and made part of Exhibit A.

1.2 Amendment of Compensation

The Parties hereby amend "Section 3. Compensation" of the Contract as follows:

Compensation: Consultant shall be paid for satisfactory performance of the Contract in an amount not to exceed ~~One hundred ninety-nine thousand five hundred thirty dollars and zero cents ($199,530)~~ **TWO HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED THIRTY DOLLARS AND ZERO CENTS ($254,530)** 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. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve ~~an~~ **ANY** amendment **TO THE CONTRACT** if the total amount of the ~~Contract~~ **AMENDMENT(S)**~~, as amended,~~ is less than $100,000; otherwise, City Council approval is required.

2. General Terms

2.1 All other terms and conditions of the Contract, and any prior amendments, except to the extent amended herein, remain in full force and effect.

2.2 The Recitals included in this First Amendment Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First AmendmentAmendment as of the date hereinbefore indicated.

CONTRACTOR

SIGNATURE

FULL NAME

TITLE

DATED SIGNED

CITY OF FLAGSTAFF

SIGNATURE

FULL NAME

TITLE

DATED SIGNED

ATTEST:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATED SIGNED

APPROVED AS TO FORM:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

Exhibits List

A - Letter Agreement and Scope of Services For Fee Study

Exhibit A

Letter Agreement and Scope of Services For Fee Study

Kimley»Horn

June 25, 2026

Rebecca Sayers
City of Flagstaff
1702 N. 4th Street
Flagstaff, AZ 86004

Re: Letter Agreement for Professional Services for Flagstaff Parks, Recreation, Open Space, and Events (PROSE) and Clerk's Office User Fee Study

Dear Ms. Sayers:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to City of Flagstaff ("Client") for providing user fee study services to the PROSE and Clerk's Office departments in order to update user fees, fee structure, and align with city City's adopted Cost Recovery Plan ("Project").

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1.0 Project Initiation
The Consultant will conduct a project kick-off meeting with the City team to understand the goals of the project and anticipated opportunities and challenges. During this meeting project approach and schedule will also be discussed. It is anticipated all tasks will include both the PROSE and Clerk's Office departments and key personnel.

Task 2.0 Market Analysis
The Consultant will conduct a market assessment focused on demographics and programming trends analysis. This assessment will include cost of services analysis, including an assessment of labor and operational costs involved with delivering services, subsidization of programs and activities by the City, and classification of services by benefits received.

Task 3.0 Programming Summit
The dates of the programming summit will be established during the project kick-off. At this time the Consultant will share the findings of the market assessment and share what has been learned from the information request.

Once that is completed the Consultant will engage with administration and staff for a 3-4 hour session to discuss the following:

- Challenges and opportunities to provide programs to residents and non-residents.
- Current program proposal method.
- Current cost accounting method; direct v. indirect.

- Goals of program cost recovery.
- How the goals of program cost recovery integrate with full department.

The Consultant will tour the City to look at locations where programs and currently offered. This will help further round out the information gathered in the market assessment.

Task 4.0 Community Engagement
The Consultant will work with the City to construct an online survey to gauge community support and opinions around user fees. The team will host two pop-up events at city events. The team will host up to three virtual focus group meetings with user groups.

Task 5.0 Benchmarking
The Consultant will conduct a benchmarking study of the city's user fees to evaluate their competitiveness, cost recovery, and alignment with industry standards and peer agencies. The study will include the identification of 3-5 comparable agencies, the collection and analysis of current user fees and fee structures, the comparison of existing fees against benchmarks.

Task 6.0 Program Inventory
Using the information provided in the initial request, along with data from the programming summit, the Consultant will develop a program inventory for the City. The inventory will focus on categories of programs and subsequent individual programs that make up the category. In addition to this inventory, the Consultant will include information on how the program is delivered and associated fees. It is also in this phase that the Consultant will distinguish between programs that they identify as core, fringe, and emerging programs and how it relates to the City's adopted cost recovery policy.

Task 7.0 Recommendations
Having gathered all necessary information, the Consultant will begin to develop recommendations regarding the following:

- Program Delivery Method – what is currently being used and what the City should consider in the future.
- Core Services – identification of core services and probability of those services continuing as core services for the City.
- Program Pyramid – develop a program pyramid with recommended cost recovery rates by level, consistent with the cost recovery policy.
- Services by Pyramid Level – with the development of the program pyramid, the Consultant will recommend which core, fringe, and emerging services align with the various levels.
- Staffing – the Consultant will provide recommendations regarding existing staffing and the positive and/or negative impact that may have on the delivery of programs.
- Program Recommendation – the Consultant will work with the City to develop a new program implementation process. This will outline the steps that programmers need to take to introduce new programs, the time frame to do so, and a worksheet that will help them to develop min/max participation, direct/indirect costs, and appropriate pricing.

Task 8.0 Final Report
The Consultant will assemble all information into a document to be reviewed by the client. Additionally, the Consultant will be available to conduct a final presentation of the information as the Client deems appropriate.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Statistically valid survey
- Additional focus group meetings or stakeholder interviews in addition to those identified above
- Project-dedicated community workshops
- Community presentation of preliminary findings
- Five-year financial projections

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the Project, including but not limited to the following: existing user fees, cost recovery policy, requested benchmarking information, identification of stakeholders.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar Project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Project Initiation	$4,000	Lump Sum
2	Market Analysis	$8,000	Lump Sum
3	Programming Summit	$5,500	Lump Sum
4	Community Engagement	$10,000	Lump Sum
5	Benchmarking	$7,000	Lump Sum
6	Program Inventory	$6,500	Lump Sum
7	Recommendations	$9,500	Lump Sum
8	Final Report	$4,500	Lump Sum
	Total	**$55,000**	

CITY OF FLAGSTAFF

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

CONSULTANT SERVICES AGREEMENT
Contract No. 2026-31

This Contract is entered into this 11 day of March, 20 26 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation("Consultant").

WHEREAS, the City desires to receive and Consultant is able to provide consulting services;

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

1. Scope of Work: Consultant shall provide the consulting services generally described as:

PROSE Master Plan Consulting

and as more specifically described in the Scope of Work attached here to as ***Exhibit A*** (the "Services").

2. Term and Renewal:

2.1 Contract Term: The term is for a period of three (3) years 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 two (2) one (1) year additional terms 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: Consultant shall be paid for satisfactory performance of the Contract in an amount not to exceed **One hundred ninety-nine thousand five hundred thirty dollars and zero cents ($199,530)**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.*** Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

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: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Consultant.

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

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

7. Insurance:

7.1 Coverage: 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.

7.2 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.

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

8. Indemnity: 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.

9. Assignment/Subcontracting: Consultant 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Payment:

    15.1 Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

    15.2 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.

    Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in Consultant's bid, proposal, or quote, and 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.

16. 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.

17. 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.

18 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.

19. 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

To the City:
Rebecca Sayers
PROSE Director
City of Flagstaff
1702 N Fourth St
Flagstaff, AZ 86004
Email: rsayers@flagstaffaz.gov
Phone: 928-213-2306

To Consultant:
Marissa Pellegrini
Project Manager
14648 N Scottsdale Rd
Suite 200
Scottsdale, AZ 85254
marissa.pellegrini@kimley-horn.com
602-906-1153

With a copy to:
Josh Linam
Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: joshua.linam@flagstaffaz.gov

21. 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.

CONSULTANT

By: David Rutkowski

Title: Senior Associate

Date: 3/6/2026

CITY OF FLAGSTAFF

By: _____

Joanne K. Keene signed on 3/11/2026 9:37:12 AM

Title: City Manager

Date: _____

ATTEST:

_____
City Clerk

Stacy Saltzburg signed on 3/11/2026 12:12:46 PM

APPROVED AS TO FORM:

_____

Marianne Sullivan signed on 3/11/2026 5:06:34 AM

City Attorney's Office

Notice to Proceed issued: _____, 20___

Last Updated August 15, 2025





Exhibit A

Proposal for

Parks, Recreation, Open Space, and Events Master Plan

Solicitation No. 2026-31

Closing Date and Time: *November 17, 2025 at 12:00PM*

Prepared for

City of Flagstaff

Prepared by

Kimley»Horn

Expect More. Experience Better.

November 17, 2025

Joshua Linam
City of Flagstaff
1702 N. 4th Street
Flagstaff, AZ 86004

Kimley-Horn
14648 N. Scottsdale Road, Ste. 200
Scottsdale, AZ 85254
www.kimley-horn.com

RE: Proposal for the City of Flagstaff Parks, Recreation, Open Space, and Events (PROSE) Master Plan, Solicitation No. 2026-31

Dear Mr. Linam and Members of the Selection Committee:

The City of Flagstaff (City) is seeking an experienced consultant to develop the City's PROSE Master Plan (Plan) to create a vision for the community's parks, recreation facilities, open spaces, and events system. This Plan is vital to setting the framework for future decision making, leveraging future grant and funding opportunities, identifying community needs and expectations, and finding solutions to gaps or barriers currently preventing the Flagstaff community from fully utilizing and enjoying parks and recreation amenities. **The Kimley-Horn team is ready to work with the City to develop a visionary and progressive plan focused on promoting an active, safe, vibrant, and sustainable community.** A few distinguishing qualities of our team include:

Recent and Directly Relevant National Experience. Kimley-Horn is a national expert in parks and recreation planning and has recently completed many similar municipal systemwide parks, recreation, trails, open space, and events master plans, including the Prescott Valley Parks and Recreation Master Plan; Scottsdale Parks and Recreation Master Plan, Goodyear Systemwide Parks and Recreation Master Plan; Casa Grande Community Services Master Plan; Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan, and Chandler Parks Strategic Master Plan. **We are highly experienced at creating plans that have been successfully implemented for communities to enjoy.**

Simply a Better Experience. The Kimley-Horn team is focused on providing not only exceptional service and solutions, but also a better overall experience than you would get with any other firm. Our team is eager to leverage our knowledge of the City of Flagstaff to provide the City with a plan that is tailored to your needs and the city's unique opportunities and constraints. **We are excited to demonstrate the type of responsiveness and high-quality service Kimley-Horn and Project Manager, Marissa Pellegrini, PLA, ASLA, CLARB, have become known for in the industry.**

Local Presence and Familiarity. With Kimley-Horn, the City gets the best of both worlds. Our project manager and project team offer extensive, high-caliber, national systemwide parks and recreation master planning experience. These same individuals live locally and have experience working and serving clients in the City of Flagstaff and the surrounding area. **We bring the local knowledge and familiarity, national expertise, and excellent working relationships to make this project successful.**

We are confident that our team is best qualified to complete this project. We are committed to providing exceptional service and responsiveness to the City. Thank you for the opportunity to submit our proposal for this exciting master plan opportunity. Please reach out to Project Manager, Marissa Pellegrini at 602.906.1153 or marissa.pellegrini@kimley-horn.com if you have any questions.

Sincerely,
KIMLEY-HORN

Marissa Pellegrini, PLA, ASLA, CLARB
Project Manager

Adam Perillo, PLA
Sr. Vice President/
Authorized Signer

Kimley»Horn

SECTION A

Company Qualifications and Experience



A. Company Qualifications and Experience

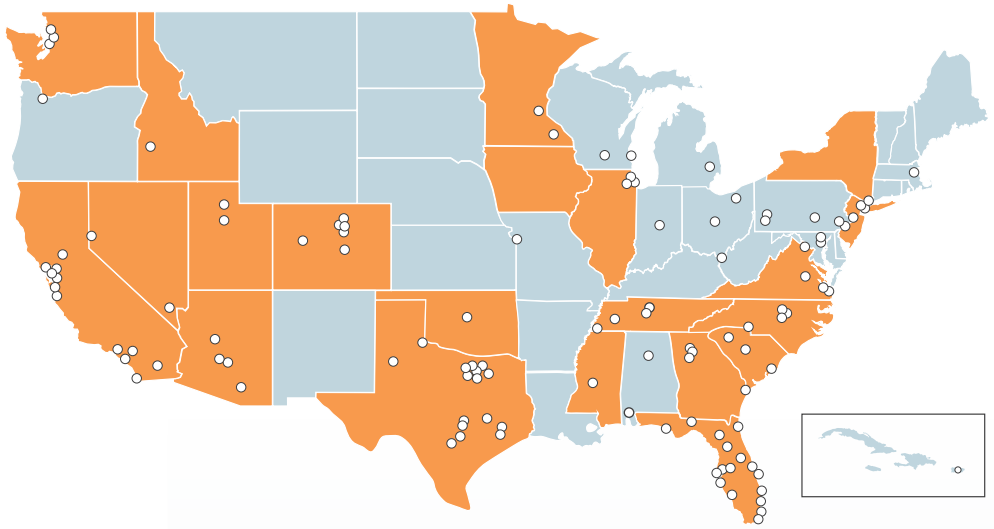
Company Overview

Founded in 1967, Kimley-Horn is a national multidisciplinary planning and engineering firm that has provided innovative, high-quality consulting services across the U.S. for over 58 years. With more than 9,000 professionals in over 147 offices nationwide, municipalities across the country turn to Kimley-Horn for professional services, including master planning; public participation and consensus building; parks and recreation design; trail design; design and maintenance guidelines; environmental studies; feasibility studies; and cost analysis, including life-cycle assessments. With such a wide variety of disciplines offered in-house, Kimley-Horn can look at this project from a variety of perspectives. **We understand what it takes to develop and construct parks and recreation projects and bring the unique ability to see how different aspects of the plan relate and impact other key areas of the community.**

Kimley-Horn's integrated approach to the master planning process is guided by the needs of the constituents who live, work, and play in the communities. We approach complex site planning and civil engineering issues from a multidisciplinary perspective to ensure the final plan achieves your needs today and well into the future. The team of experts we have assembled for this master planning project bring experience and expertise extending from a wide range of parks, recreation, trails, and open space projects that vary from systemwide parks master plans and recreation center master plans to the design and construction of regional, community, neighborhood, and pocket parks and recreation facilities.

Legal Organization

Kimley-Horn is a privately held corporation, fully owned by individuals who are current employees of the firm. Each region within Kimley-Horn is managed by a team of representatives from production, marketing, administration, and practice building. The firmwide Advisory Committee, consisting of members from production, marketing, administration, and practice development, establishes overall direction and policy. This committee collaborates with regional teams as necessary to support organizational objectives. Both the regional teams and Advisory Committee are primarily dedicated to assisting project managers, who oversee all aspects of project execution—including contracting, planning, scheduling, quality assurance, and client relations—from initiation to completion.



○ Kimley-Horn Offices

■ Parks & Recreation Master Planning Projects across the U.S.

58+ Years of Client Service

9,500+ Employees Nationwide

150+ Parks & Recreation Master Planning Projects

18 Years as a FORTUNE Best Company to Work For

Organizational Chart

Our team's organizational chart is shown in Section B, Project Team Qualifications and Roles on page 3.

Company Experience Performing Similar Master Plans

Kimley-Horn has a long history of completing similar comprehensive parks and recreation master planning projects. As we are nationally recognized in this field, we recently presented an education session on Systemwide Parks and Recreation Master Plans with our client, the City of Scottsdale. **We understand from our vast experience that no two communities are alike; therefore, no parks and recreation master plans should be alike.**

A robust community engagement process is a cornerstone of our approach and is what we believe will make your plan successful. When a planning project is transparent, guided by the community, and for the community, it results in plans that have community buy-in and departments that have earned the trust of their community. We strive to immerse our team in our clients' parks systems to create tailored, bespoke plans that will be practical, functional, and implementable in the short term and for years to come. **We strive to make our experience working together a really positive one, with a focus on providing exceptional service and solutions.**

With a portfolio of impressive parks and recreation planning experience, we are confident that our team of qualified professionals will successfully address your parks, recreation, open space, and events master planning needs. The consultants on this team have worked together on numerous notable parks and recreation projects, delivering high-quality results. The matrix below summarizes a few of our most relevant and notable master plans that include all four sections, with more detail included throughout the proposal.

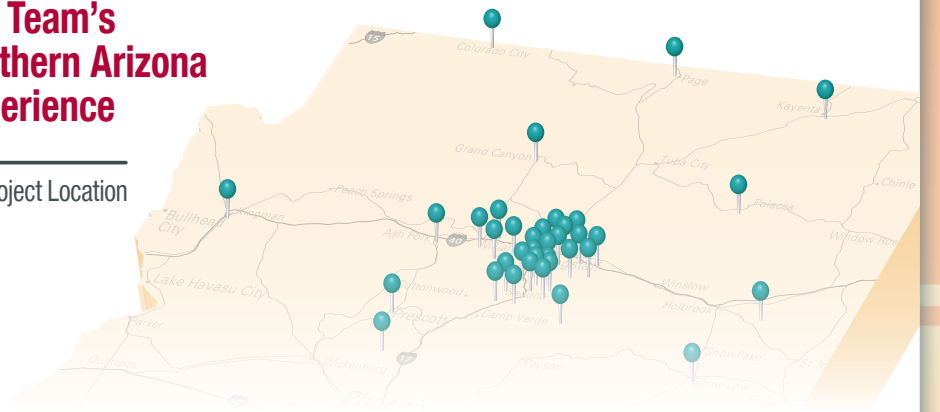
Project	Parks	Rec	Open Space	Events
Shape Scottsdale: Systemwide Parks and Recreation Master Plan	✓	✓	✓	✓
Prescott Valley Parks and Recreation Master Plan	✓	✓	✓	✓
Casa Grande Community Services Plan	✓	✓	✓	✓
Goodyear Gameplan: Systemwide Parks and Recreation Master Plan	✓	✓	✓	✓
Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan	✓	✓	✓	✓

Knowledge of the Region, Area, or Comparable Geographic Locations

Kimley-Horn understands the unique characteristics of the Flagstaff region, including its diverse natural landscapes, ecological zones, and vibrant community dynamics. In developing the Parks and Recreation, Open Space and Events Master Plan, we will focus on integrating sustainable practices that preserve the city's rich biodiversity and scenic beauty. The Kimley-Horn team brings extensive northern Arizona parks and recreation planning and project experience as depicted in the following graphic.

Our Team's Northern Arizona Experience

Project Location



The Kimley-Horn team will leverage our previous northern Arizona parks and recreation planning knowledge experience, which includes the Coconino County Parks and Recreation Master Plan, Prescott Valley Parks and Recreation Master Plan, Sedona Parks and Recreation Master Plan, and Fort Tuthill County Park Master Plan. The team brings local City parks and recreation design knowledge with our previous work on the Thorpe Park Improvements project, which included compliance with the City's Dark Sky ordinance and coordination with Lowell Observatory. We have included **GlobaLocal Vision, LLC** to provide a local approach to strategic planning. Our expertise includes stakeholder engagement, analyzing usage patterns, and identifying recommendations that enhance accessibility and connectivity. **By leveraging our knowledge of regional trends and community needs, Kimley-Horn strives to ensure that Flagstaff's parks, trails, and open spaces contribute to the city's quality of life and environmental stewardship.**

PROPOSER QUESTIONNAIRE

Proposer:

Company Name: Kimley-Horn and Associates, Inc.

Doing Business As (if different than above): N/A

Address: 14648 N. Scottsdale Road, Ste. 200

City: Scottsdale State: AZ Zip: 85254 -

Phone: 602.906.1153 Fax: N/A

E-Mail Address: marissa.pellegrini@kimley-horn.com Website: www.kimley-horn.com

Taxpayer Identification Number: 56-0885615

Mailing Address (if different than above):

Address: N/A

City: State: Zip: -

Proposer Contact for Questions about Proposal:

Name: Marissa Pellegrini, PLA, ASLA, CLARB Fax: N/A

Phone: 602.906.1153 E-Mail Address: marissa.pellegrini@kimley-horn.com

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____Proposer is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue);

OR

X
_____Proposer is located in Arizona (The Proposer must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License No.: 07469558 (Attach documentation).

Business License Information (check one):

X Proposer does not have a business location within the City of Flagstaff;

OR

_____Proposer has a business location (uses a building) within the City of Flagstaff.

Flagstaff TPT/Business License Number: _____ (Attach documentation).

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2025

ISSUED TO: KIMLEY-HORN AND ASSOCIATES INC
421 FAYETTEVILLE ST STE 600

RALEIGH NC 27601

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07469558
START DATE: 12/01/1993
ISSUED: 12/18/2024
EXPIRES: 12/31/2025

LOCATION: CODE 001
KIMLEY-HORN AND ASSOCIATES INC
7740 N 16TH ST STE 300
PHOENIX, AZ 85020
2400069169569

BUSINESS CODE	REGION	JURISDICTION
029 - USE TAX	MAR - MARICOPA	COUNTY
029 - USE TAX	PMA - PIMA	COUNTY
029 - USE TAX	YAV - YAVAPAI	COUNTY
029 - USE TAX	PE - PEORIA	CITY
029 - USE TAX	PX - PHOENIX	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

00026020 6E0000P7071730200026

Insurance (who will provide the required insurance coverages):

Insurance Company Name Edgewood Partners Inc. Center/Greyling

Contact & Phone Number Jerry Noyola, 770.220.7699

Subcontractors:

List any subcontractors to be utilized, if any.

1. GlobaLocal Vision, LLC
2.
3.
4.

REFERENCES

REFERENCES. Please submit at least three (3) and no more than five (5) references for contracts your company has performed in the last five (5) years demonstrating your experience with providing materials and/or services comparable to the Solicitation. Include sufficient detail for the City to evaluate your experience. You should include the name, title, and telephone number of both the current project owner and the project owner at time of work.

Firm/Government Agency Name: City of Scottsdale – Systemwide Parks and Recreation Master Plan	
Contact Person: Kevin McKee	Phone: 480.312.2204
Title: Deputy Parks and Recreation Director	Fax: N/A
Address: 3939 N. Drinkwater Boulevard Scottsdale, AZ 85251	E-Mail Address: kmckee@scottsdaleaz.gov **Reason for Selecting:** City project manager for systemwide plan, oversight of all aspects of the plan.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 5/2023 – 9/2024 | **Size:** $319K Kimley-Horn partnered with the City of Scottsdale to develop a long-range plan that identified key initiatives, policies, and implementation strategies to guide Scottsdale's Parks and Recreation Department projects, services, and organization over the next 10+ years. The master plan effort included a robust public outreach program including a dedicated project website with several virtual engagement tools, in-person meetings and pop-up events, and focus groups.	
Firm/Government Agency Name: Town of Prescott Valley – Parks and Recreation Master Plan	
Contact Person: Bobby Kieren	Phone: 928.759.3036
Title: Director of Parks and Recreation	Fax: N/A
Address: 7501 E Skoog Blvd Prescott Valley, AZ 86314	E-Mail Address: rkieren@prescottvalley-az.gov **Reason for Selecting:** Town Parks and Recreation Director, oversight of all plan components.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 6/2019 – 7/2020 | **Size:** $27K (subconsultant fee) A 10-year vision for department services was included within the plan that encompassed parks, facilities, recreational programming, art, cultural and special events, as well as open space and trails. The plan also included research, public involvement, and the development of recommendations for all aspects of Parks and Recreation operations. As a subconsultant, Kimley-Horn's responsibilities included leading the necessary facility assessments, CIP estimates, and implementation recommendations.	
Firm/Government Agency Name: City of Casa Grande – Community Services Master Plan	
Contact Person: Daniel Gallegos	Phone: 520.421.8614
Title: Community Services Director	Fax: N/A
Address: 1905 N. Peart Road Casa Grande, AZ 85122	E-Mail Address: daniel_gallegos@casagrandeaz.gov **Reason for Selecting:** Daniel came into the project as a director later in the planning process and is actively working on implementing the plan.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 1/2022 – 6/2023 | **Size:** $61K (subconsultant fee) As part of a consultant team, Kimley-Horn partnered with the City of Casa Grande to update the Community Services Master Plan. This project involved the completion of an extensive needs assessment, community input process, a citizens survey, and a comprehensive evaluation of all existing facilities. The document also included potential future land acquisition, financing options, park development, open space, trails, operations maintenance, library, golf, and recreational programming needs.	

Firm/Government Agency Name: City of Goodyear – Systemwide Parks and Recreation Master Plan	
Contact Person: David Seid	Phone: 623.882.3121
Title: Interim Parks and Recreation Director	Fax: N/A
Address: 1900 N. Civic Square Goodyear, AZ 85395	E-Mail Address: david.seid@goodyearaz.gov
	Reason for Selecting: David was a critical part of the project team for the systemwide master plan, great project team knowledge.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 4/2022 – 9/2023 | **Size:** $279K Kimley-Horn partnered with the City of Goodyear to develop a comprehensive 10-year Parks and Recreation Needs Assessment and Master Plan. Kimley-Horn collected and analyzed data to develop a clear set of goals, policies, and standards for the City of Goodyears park system, open space, trails, preserves, recreation facilities, and program development for the next 10 years.	

Firm/Government Agency Name: City of Snoqualmie – Parks, Recreation, Open Space, and Trails Master Plan	
Contact Person: Dylan Gamble	Phone: 425.681.4110
Title: CIP Manager	Fax: N/A
Address: 68624 SE River Street PO Box 987 Snoqualmie, WA 98065	E-Mail Address: dgamble@snoqualmiewa.gov
	Reason for Selecting: Dylan was our primary point of contact with the City on this master plan and is currently implementing the plan.
Project Date, Size, Complexity, Scope and Duration: **Dates:** 7/2023 – 10/2024 | **Size:** $150K Kimley-Horn assisted the City of Snoqualmie in developing an update to their PROST Plan, which includes an expansive network of over 40 parks and interconnected trails that provide recreational opportunities for residents and visitors. The team created an engagement website to collect community feedback and provided in-person outreach workshops to support development of an initial community vision, as well as goals and objectives to achieve that vision.	

EXCEPTIONS

Notations: Any strikeouts, notes, or modifications to the Solicitation/sample contract documents shall be initialed in ink by the authorized person who signs a Proposal. If notations are made, they must be submitted with a Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation/sample contract, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept, or further negotiate Exceptions. Exceptions may render a Proposal non-responsive.

A Proposer must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract form.

Exceptions (INITIAL ONE):

_____No exceptions

_____Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS

Pursuant to Section 11.3 of the Procurement Code Manual, information provided in a Proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing Proposers during the process for evaluation. Proposals shall be open for public inspection after Contract award. Except to the extent a Proposer designates, and the Director of Procurement concurs, trade secrets or other proprietary data contained in the Proposal documents shall remain confidential.

If a Proposer believes that part of a Proposal is a trade secret or contains other proprietary data, a Proposer shall mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. A Proposer shall also include an explanation why the information is a trade secret or contains other proprietary data.

Requests to deem the entire Proposal as confidential will not be considered.

A Proposer must provide notice if it would like confidential information returned after final Contract award (and a Proposer is not selected for contract award). A Proposer is responsible for pick-up.

Upon City Council Contract award, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its trade secrets or other proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

Confidential/Proprietary Materials (INITIAL ONE):


_____NO, this Proposal does not contain confidential/proprietary materials.

_____YES, this Proposal includes confidential/proprietary materials. (See attached).

DISCLOSURE

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

   Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade, or other antitrust law violation? YES_____ NO__X__

   Violation of the terms of any public contract? YES_____ NO__X__

   Failure to pay any uncontested debt to a government agency? YES_____ NO__X__

   Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO__X__

   *An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

   YES__X__ NO_____

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?

   YES_____ NO__X__

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

_____
Signature of Person Authorized to Sign Proposal

5 Year Litigation History

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Litigation cases filed in Arizona in the last 5 years are as follows:

Alvin and Annette Arellano …surviving parents and children of Natasha Maryanne Arellano deceased, et al v. Warner Kilt, LLC, et al: Superior Court of Arizona Pinal County; Case No. CV2017-00417; filed 2017; traffic accident, wrongful death claimed; settled; closed 2020.

Bryce Nance v. Pinal County, et al: Superior Court of Arizona Pinal County; Case No. CV201502225; filed 2015; traffic accident, wrongful death claimed; settled; closed 2022.

Gabriel Jose Angeles Rios and Yarelis Rosa Roldan v Luann Torkelson, et al: Superior Court of Arizona, County of Maricopa; Case No. CV2023005062; filed 2023; personal injuries claimed; pending

Sean Swenson, a married man; Brent Swenson, a single man v. County of Pinal, et al: Superior Court of Arizona Pinal County; Case no. CV201502128; filed 2015; traffic accident, wrongful death claimed, settled; closed 2021.

Foothills Reserve Master Owners' Association, Inc. v City of Phoenix, et al: Superior Court of Arizona, Maricopa County; Case No. CV2018-009942; filed 2018; served 2019; alleged economic loss; settled; closed 2020

DECLARATION RELATED TO SOLVENCY

Is your company currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your company under federal bankruptcy law or any state insolvency law?

_____ Yes _____ No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES

I hereby verify and declare that, to the best of my knowledge, neither the Proposer nor anyone associated with the Proposer has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal ("Gratuities").

_____

Signature of Person Authorized to Sign Proposal

DECLARATION OF NON-COLLUSION

I hereby verify and declare that:

The pricing for this Proposal has been arrived at independently and without consultation, communication, or agreement with any other proposer who may submit a Proposal.

The pricing for this Proposal has not been disclosed to any other Proposer who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Proposer or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Proposer or person to submit a complementary or other noncompetitive proposal.

Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposer in any jurisdiction, or involving conspiracy or collusion with respect to proposing on any public contract.

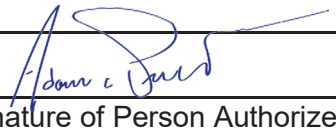
_____

Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO ADVERSE POSITION

I hereby verify and declare that, to the best of my knowledge, neither the Proposer nor anyone associated with the Proposer have ever made a claim against the City of Flagstaff, filed suit against the City of Flagstaff, or taken an adverse position in a lawsuit filed against the City of Flagstaff. If Contractor has ever made a claim, filed suit, or taken an adverse position in a lawsuit against the City of Flagstaff, identify the name of the parties, the year the action was taken, the court where the lawsuit was filed, and the case number. Additionally, provide a brief description of the adverse position. Failure to provide this information may result in a rejection of the Proposal.

N/A



Signature of Person Authorized to Sign Proposal

Kimley»Horn

SECTION B

Project Team Qualifications and Roles



B. Project Team Qualifications and Roles

Kimley-Horn has earned a reputation for combining creative ideas, technical excellence, and client collaboration resulting in dynamic projects that are harmonious with their environments and positively impact their communities. The organizational chart to the right demonstrates our team structure and specific individual roles followed by individual resumes for our key team members. **We offer the City a streamlined team with recent experience working together and leading similar municipal parks and recreation master plans.**

Project Manager Experience on Similar Projects

Marissa will serve as the project manager and the City's primary point of contact. Marissa's planning and landscape architecture expertise provides her with the unique opportunity to approach a project holistically and guide the team through community outreach, consensus building, site selection, programming, and balancing complex technical project elements with practical solutions. Marissa excels at viewing each project from both a big-picture perspective and with a detailed lens.

A comprehensive, technical master plan for a park, recreation, open space, and events requires a collaborative, multidiscipline approach. Marissa has developed strong relationships with our identified team members to provide the City with an experienced team that can seamlessly deliver a successful project. **Marissa's 15 years of experience includes serving as Project Manager or Deputy Project Manager on similar projects in Arizona and across the country, such as Shape Scottsdale: Scottsdale Systemwide Parks and Recreation Master Plan; Goodyear Game Plan: Systemwide Parks, Recreation, and Trails Master Plan; Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan; Dubuque Leisure Services Comprehensive Master Plan; among others.** She will leverage this deep planning knowledge to ensure the success of the City of Flagstaff PROSE Master Plan.

Subconsultant

Conducting Strategic Planning, **GlobaLocal Vision, LLC** is a full-service, social research consulting firm based in Flagstaff. They bring local expertise in strategic planning, public opinion surveys, park visitor studies, client satisfaction studies, needs assessments, program evaluations, and demographic and social issue analysis. They have extensive experience designing and implementing research projects customized to meet client needs.

Organizational Chart

City of Flagstaff

PROJECT MANAGER
Marissa Pellegrini, PLA, ASLA, CLARB

Key Staff:

Parks Infrastructure
Sean Wozny, PE, PLA, LEED AP BD+C

Parks and Facilities Inventory, Analysis, and Assessment
Randall Kopff, PLA
Marissa Pellegrini, PLA, ASLA, CLARB

Aquatics
Austin Powers, PLA (TX)

Public Involvement/Stakeholder Engagement
Marissa Pellegrini, PLA, ASLA, CLARB
Sean Wozny, PE, PLA, LEED AP BD+C

GIS/Mapping
Jason Getz, GISP

Strategic Planning
Fred Solop, PhD (GlobaLocal Vision, LLC)

Additional Services:
Statistically Valid Survey, Environmental, Graphic and Website Design, Technical Editing and Writing

"Kimley-Horn has exceeded the City's expectations. Their master planning process was comprehensive and inclusive of all user groups and stakeholders. Their attention to detail is exceptional. The City has really appreciated their creativity, ability to listen and incorporate all stakeholders' interest and level of professionalism they bring to the project every day." **—Walt Kinsler, City of Goodyear Capital Improvement Director**



Professional Credentials

- BS, Landscape Architecture, Purdue University
- PLA in AZ (#63390), NM, NV, WA, and UT

Professional Affiliations

- American Society of Landscape Architects (ASLA), *Member*
- Council of Landscape Architectural Registration Boards (CLARB), *Member*
- Arizona Parks and Recreation Association (APRA), *Member*
- National Recreation and Parks Association (NRPA), *Member*

MARISSA PELLEGRINI, PLA, ASLA, CLARB

Project Manager/Public Involvement and Stakeholder Engagement/
Parks Facilities Inventory, Analysis, and Assessment

15 years of experience • 14 years with Kimley-Horn

Marissa is a landscape architect and urban designer with more than 15 years of professional experience in landscape architecture and planning. She possesses a deep portfolio of parks, recreation, and trails planning experience. Marissa has managed, served as lead landscape architect, and led community outreach on a wide range of multidiscipline projects, including systemwide parks and recreation master plans, sports complexes, tournament facilities, park revitalization, neighborhood/community/regional parks, trail design, multi-use paths, multimodal transportation, and recreation facilities. Marissa uses her diverse project background to work closely with municipal clients to interpret public input and ensure the proper vision has been achieved throughout the planning and implementation processes.

Project Experience

- **Town of Prescott Valley, Parks and Recreation Master Plan, Prescott Valley, AZ** — *Landscape Architect*
- **City of Scottsdale, Systemwide Parks and Recreation Master Plan, Scottsdale, AZ** — *Project Manager*
- **City of Goodyear, Goodyear Game Plan: Systemwide Parks, Recreation, and Trails Master Plan, Goodyear, AZ** — *Deputy Project Manager*
- **City of Casa Grande, Parks and Recreation Master Plan, Casa Grande, AZ** — *Landscape Architect*
- **City of Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan, Snoqualmie, WA** — *Deputy Project Manager*
- **City of Prosser, Parks, Recreation, and Open Space Master Plan, Prosser, WA** — *Project Manager*
- **City of Chandler, Parks Strategic Master Plan, Chandler, AZ** — *Landscape Architect*
- **City of Dubuque, Leisure Services Comprehensive Master Plan, Dubuque, IA** — *Project Manager*
- **City of Glendale Parks Conditions Assessment, Glendale, AZ** — *Project Manager*
- **City of Phoenix, Parks and Recreation Master Plan, Phoenix, AZ** — *Landscape Architect*
- **City of Palmdale, Parks and Recreation Master Plan, Palmdale, CA** — *Landscape Architect*
- **City of Jurupa Valley, Jurupa Valley District Parks, Recreation, Trails, and Open Space Master Plan, Jurupa Valley, CA** — *Landscape Architect*



SEAN WOZNY, PE, PLA, LEED AP BD+C

Parks Infrastructure/Public Involvement and Stakeholder Engagement

Professional Credentials

- BS, Civil Engineering, Arizona State University
- PE in AZ (#44745)
- PLA in AZ (#60186)
- Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP) Building Design + Construction (BD+C) (#4255-APBD+C)

Professional Affiliations

- National Society of Professional Engineers (NSPE), *Member*
- Society of American Military Engineers (SAME), *Member*
- APRA, *Member*
- U.S. Green Building Council – National Capital Region, *Member*

25 years of experience • 14 years with Kimley-Horn

Sean's project experience has primarily been within the public sector with a focus on parks and recreation projects. Sean is both a licensed civil engineer and landscape architect providing a tailored skill set to meet the needs of parks and recreation planning, design, and construction projects. His project experience over the past 25 years includes master planning, final design, and construction administration for regional, community, neighborhood parks, trails/pathway, and sport complex facilities.

Project Experience

- City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ — *Project Manager*
- City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ — *Project Engineer*
- City of Casa Grande, Parks and Recreation Master Plan, Casa Grande, AZ — *Project Manager*
- City of Chandler, Parks Strategic Master Plan, Chandler, AZ — *Project Engineer*
- City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ — *Project Engineer*
- Town of Oro Valley, Parks and Recreation Needs Assessment and Master Plan, Oro Valley, AZ — *Project Engineer*
- Coconino County, Parks and Recreation Master Plan, Coconino County, AZ — *Project Engineer*
- Town of Prescott Valley, Parks and Recreation Master Plan, Prescott Valley, AZ — *Project Engineer*
- City of Goodyear, Bullard Wash Bicycle and Pedestrian Master Plan, Goodyear, AZ — *Project Engineer*
- City of Sedona, Parks and Recreation Master Plan, Sedona, AZ — *Project Engineer*
- City of Glendale, Parks and Recreation Master Plan, Glendale, AZ — *Project Engineer*
- Coconino County, Ft. Tuthill Regional Park Master Plan, AZ — *Project Engineer*
- City of Avondale, Agua Fria Wetlands Master Plan, Avondale, AZ — *Project Manager*
- City of Buckeye, Skyline Regional Park Feasibility Study, Buckeye, AZ — *Project Engineer*
- Town of Gilbert, Regional Park Master Plan, Gilbert, AZ — *Project Manager*



Professional Credentials

- BS, Landscape Architecture, The Ohio State University
- PLA in AZ (#62750), CA, NV, and OR

Professional Affiliations

- CLARB, *Member*
- California Park and Recreation Society, *Member*

RANDALL KOPFF, PLA

Parks Inventory, Analysis, and Assessment

24 years of experience • 10 years with Kimley-Horn

Randall's more than 24 years of professional experience have encompassed a wide variety of landscape architectural, planning, and graphic services on parks and recreation projects throughout the U.S. His skills include site inventory/analysis, master planning, design development, graphic presentations, 3D modeling, project management, and detailed technical drawings. Randall uses his diverse project background to work closely with individual clients to interpret public input and ensure that the proper vision has been achieved throughout the planning, design, and implementation processes.

Project Experience

- **City of Jurupa Valley, Jurupa Valley District Parks, Recreation, Trails, and Open Space Master Plan Jurupa, CA** — *Project Manager*
- **City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ** — *Landscape Architect*
- **City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ** — *Landscape Architect*
- **City of Casa Grande, Community Services Master Plan, Casa Grande, AZ** — *Landscape Architect*
- **City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ** — *Landscape Architect*
- **City of Chandler, Parks Strategic Master Plan, Chandler, AZ** — *Landscape Architect*
- **Maricopa County, Parks and Recreation System Master Plan, Maricopa County, AZ*** — *Landscape Architect*
- **Coconino County, Parks and Recreation Master Plan, Coconino County, AZ** — *Landscape Architect*
- **Seeley County, Bates Park Master Plan, Seeley, CA** — *Project Manager*
- **City of Palmdale, Parks Master Plan, Palmdale, CA** — *Project Manager*
- **City of Littleton, Littleton Parks, Recreation, Trails, and Open Space Master Plan, Littleton, CO** — *Project Manager*
- **City of Phoenix, Parks Master Plan, Phoenix, AZ** — *Kimley-Horn Project Manager*
- **Town of Gilbert, Regional Park Master Plan, Gilbert, AZ** — *Landscape Architect*

Similar Featured Project

City of Scottsdale, Shape Scottsdale: Systemwide Parks and Recreation Master Plan

Scottsdale, AZ

Kimley-Horn partnered with the City of Scottsdale to develop a long-range plan that identified key initiatives, policies, and implementation strategies to guide Scottsdale's Parks and Recreation Department projects, services, and organization over the next 10+ years. The master plan effort included a robust public outreach program including a dedicated project website with several virtual engagement tools, in-person meetings and pop-up events, and focus groups.

Similar Key Project Elements

- Dedicated Project Website
- Project Branding
- Hybrid Outreach Approach (In-Person/Virtual)
- Coordination with General Plan
- Statistically Valid Survey
- Youth Outreach
- Social Media Content Creation
- QR Code Advertisement
- GIS Mapping
- Intercept Surveys at Pop-Up Events
- Full HOA Inventory
- CIP
- Land Acquisition Analysis
- Trails Gap Analysis
- Operations and Maintenance Assessment
- Programming Assessment
- Coordination with Tourism

Completion Date: 9/2024 | Completed on-time and within budget

Key Team Member Involvement: Marissa Pellegrini, *Project Manager*; Sean Wozny, *Project Engineer;* Randall Kopff, *Landscape Architect*

Client Reference:
Kevin McKee
City of Scottsdale Deputy Parks and Recreation Director
480.312.2204 | kmckee@scottsdaleaz.gov









SECTION C

Understanding of Scope and Approach



C. Understanding of Scope and Approach

The following tasks have been identified from the City's provided scope of work and sequenced to allow the team to identify concurrent tasks within the data collection, analysis, and engagement processes.

TASK 1: Project Initiation and Conduct a Needs Assessment

Kick-off Meeting and Project Management

The Kimley-Horn team will be in close contact with the City's designated project manager throughout the project, ensuring constant feedback and timeliness of project deliverables. Detailed steps of this task include:

- **Confirmation and Outcome Expectations:** The project goals, objectives, scope, and schedule will be confirmed by discussing the expectations of the completed project.
- **Communications:** We will confirm lines of communication, points of contact, level of involvement by the Parks, Recreation, Open Space, and Events Division (Division) staff and local leaders, and other related project management details.
- **Progress Reporting:** The Kimley-Horn team will maintain close contact with the City's designated project coordinator throughout the performance of the project.

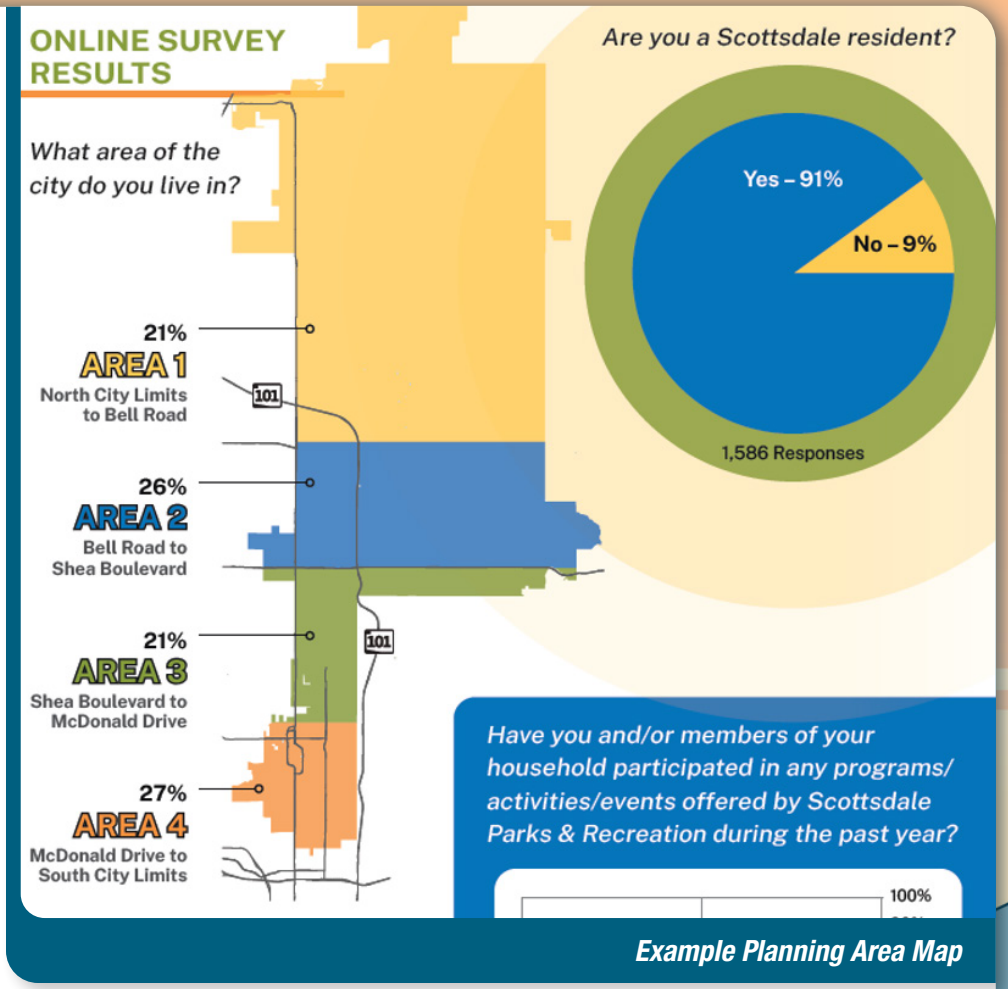
We will develop and supply the City with status reports on a monthly basis. Until the plan is approved, the Kimley-Horn team will hold progress meetings bi-weekly, or as often as needed.

Conduct a Needs Assessment

The Kimley-Horn team will take steps to set up needs assessment tasks. These include the following:

Data Request: The Kimley-Horn team will provide the City with an organized data request list. This will include existing GIS, existing relevant plans and studies, financial data, organization chart, program offerings and information, and maintenance logs, among other items. These items will be utilized, as available, to help the team understand the Flagstaff Parks, Recreation, Open Space, and Events system, help tailor internal focus group questions, and for reference in creation of subsequent task deliverables.

Planning Area Identification: The team will work with the City to understand the geography and makeup of the city and identify distinct planning areas, see example above. These planning areas may be used for community outreach marketing purposes, community outreach venue selection, survey cross-tabulation, and demographics and trends studies.



Example Planning Area Map

TASK 2: Develop and Implement Public Engagement Strategy

Public Engagement Plan

The community and stakeholder engagement process is at the heart of this plan. We believe the success of a well-crafted master plan process lies in the ability to actively engage the community and stakeholders. The team will

work with the City to coordinate strong project branding, a project launch plan, and a public engagement plan. Community participation through key leadership meetings, inter-departmental City meetings, focus group meetings, community workshops, pop-up events, and citizen surveys will provide a complementary blend of quantitative and qualitative data (See the graphic to the right). Kimley-Horn will assemble and apply this information to the overall planning process to accurately identify unmet needs, address key issues, and provide the strongest recommendations through strategies moving the Division forward for optimum results.

A public engagement plan will be created with the City's input to ensure a comprehensive platform is used, eliciting the most engagement from diverse stakeholders. The plan will include the stakeholder group, method(s) used to engage, and the party responsible for the engagement. The public engagement process will work hand in hand with the development of an advocacy strategy for the Master Plan.

This strategic process is a series of workshops at each milestone of the phase as follows:

Workshop Series #1 – Overview of project and processes to achieve successful, sustainable implementation and determine community needs and priorities

Workshop Series #2 – Present Key Public Needs Assessment Findings

Workshop Series #3 – Present Key Technical Findings

Workshop Series #4 – Present Recommendations and Implementation Plan

Each Workshop Series includes outreach/presentations and opportunities for feedback to the community, boards/commissions, and City Council via website updates, interactive tools, or community meetings.

Broad-based Outreach Strategy

The Kimley-Horn team will utilize a robust community engagement process that is consistent with community values and procedures to obtain input from stakeholders, interest groups, and the community to validate recommendation of the Master Plan. This community engagement process will include the following strategies:

Virtual Presence and Creating a Branded Identity

The public engagement planning meeting will be critical at the project onset. This meeting will develop the outreach plan and create a branded identity for this project. The project branding can relate to existing City of Flagstaff branding, another existing theme, or can be unique to parks and recreation and this project. Creating a project identity helps residents with project recognition and understanding.

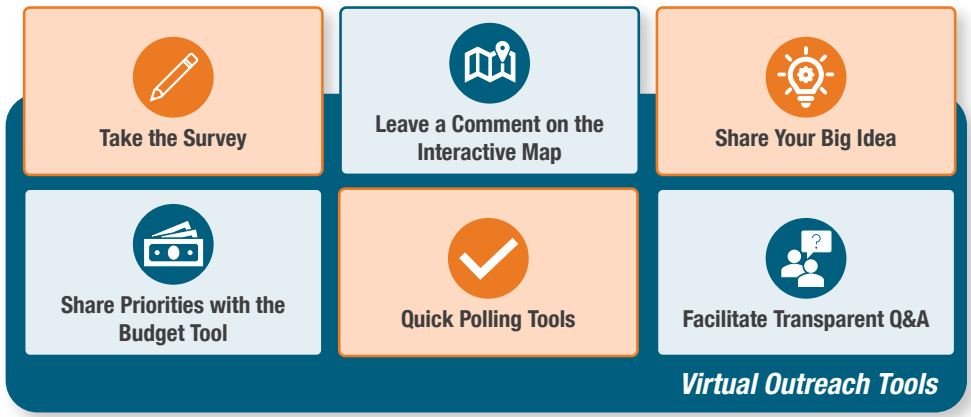


Achieving broad-based participation requires a hybrid approach to outreach that includes both in-person and virtual opportunities to provide input. A dedicated project website with a variety of virtual engagement tools will reach more residents and a more diverse demographic. The ability to advertise the project by simply directing residents to the project website via web address, link, and QR code can provide the City with the ability to set up A-frame signs with the QR code in parks and facilities, distribute paper or virtual flyers to local businesses and schools, and gain participation in new ways. Social

media presence is an important advertising tool. Creating relevant content and leveraging the City's various social media accounts and partner social media accounts is a great way to promote the project awareness and participation.

Kimley-Horn has a full in-house graphics and public engagement team that can develop project branding concepts; build and maintain a dedicated project website; create interactive maps, exhibits, and videos; and work with the City to create and schedule social media content. Kimley-Horn's team will create project-specific and division-specific templates and marketing collateral that can be used over the course of this project and beyond. The goal will be to develop a kit-of-parts for the City to use in their branding for years to come.

Our in-house translation services can also translate project material and marketing collateral to any language required to meet the needs of the community. Ownership of the project website and any tools created can be shifted to the City at the end of the project. Kimley-Horn's software team can be available as an extension of staff to interpret and solve issues related to the web-based tools on an as-needed basis. Our team plans to utilize the tools shown below in order to gain feedback from the public for the parks and recreation master plan.



Key Leadership and Stakeholder Interviews

Early in the project, the Kimley-Horn team will perform interviews with key community leaders and stakeholders to evaluate the future vision for the Master Plan, including community values, strengths and challenges, trends, and the level-of-service (LOS) provided. Various commissions, City Council, school officials, sports and recreation associations, leaders and officials in neighboring communities, key partners/philanthropic groups, and others as mutually determined could be included in the interviews.



Stakeholder and Leadership Interviews



Community Focus Groups and User Groups

The Kimley-Horn team will conduct multiple group meetings with key community leaders and stakeholders to evaluate their vision for parks and recreation in Flagstaff. These interviews/focus groups will help the Kimley-Horn team gain an understanding of the community values, strengths and weaknesses of the park and recreation system, and LOS provided.


Staff Focus Group

Youth Engagement

To engage the large youth segment of the population, we will deliver an online survey administered through the City's website and/or conduct separate pop-up outreach events at schools, youth groups, and recreation facilities. These surveys will provide Flagstaff youth with a medium to share their input as it relates to parks, recreation programs, and facility needs.


Youth Engagement

Public Workshops

We propose to conduct three public workshops and one follow-up meeting conducted during the final briefing component of the plan. These meetings will ensure the community has the opportunity to discuss their options and perceptions regarding parks, trails, recreation, natural resources, and open space. New ideas and alternative approaches from within the city and around the nation will be brought forward to help spark creative thinking. A variety of virtual tools like Social Pinpoint, Google Boards, and Mentimeter can be used to collect additional data and provide other mechanisms for virtual engagement such as using real-time interactive polling to solicit feedback.


Interactive Public Workshop

Pop-up Events

We propose to conduct pop-up events and provide the City with materials to conduct their own pop-up events, as desired. These pop-up events provide the opportunity to meet people where they are. These types of events target both users and non-users of the parks system and let the public know about the project in a unique environment. Pop-up events could include special events put on by the City or could be coordinated with local partners and businesses to allow for a booth, tent, or passing out business cards to direct attendees to the project website.







Pop-up Events

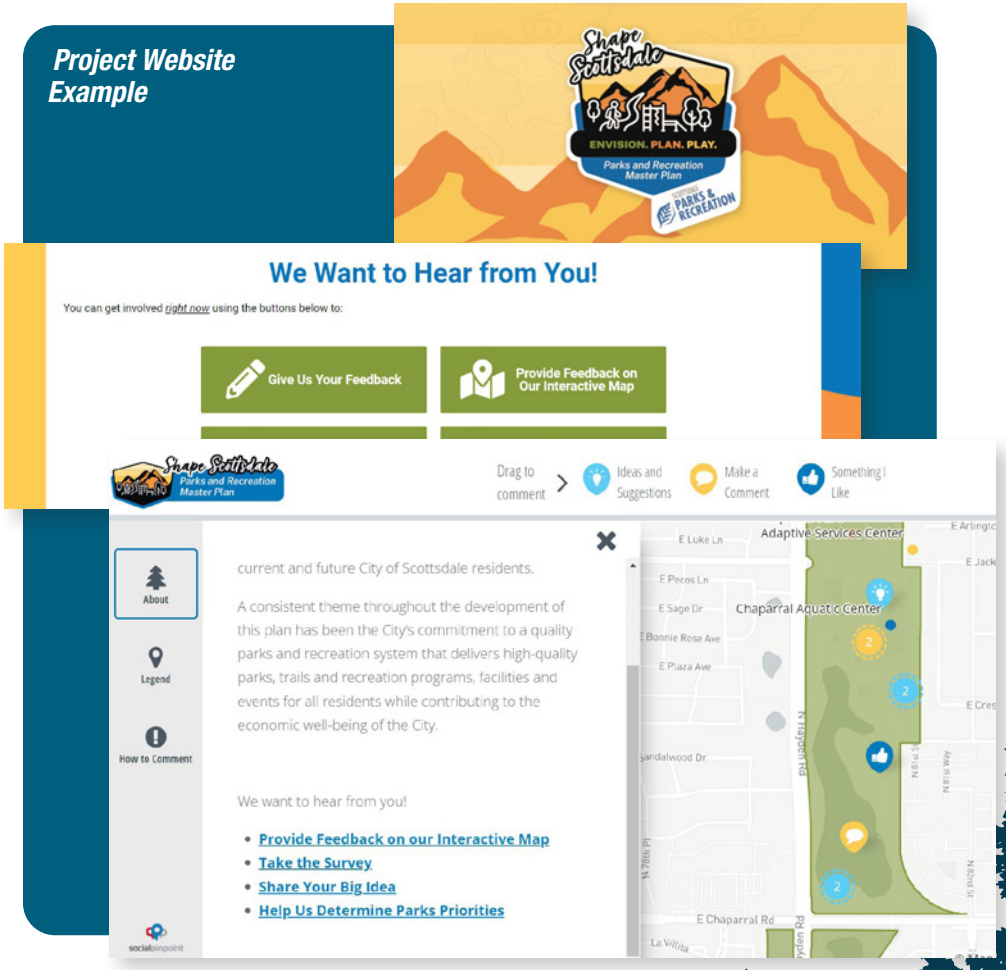
Electronic Survey

The Kimley-Horn team will create an online survey administered through SurveyMonkey or Social Pinpoint that will be promoted through the project website and the City's outreach mediums to maximize outreach and response rates. The surveys will provide non-statistically valid data complementing the stakeholder and focus group recommendations for park amenities, specific programs, trail linkages, indoor recreation facility components, usage, and pricing strategies.

Multilingual Crowd-Sourcing Project Website

The Kimley-Horn team will develop a customized, multilingual, mobile-friendly website for this project that provides ongoing project updates, allows users to participate using multiple engagement tools in real time, and serves as the avenue to crowd-source information for the entire community. The website will be branded in conjunction with the City and project branding that will be developed. This virtual outreach method has proven to be a very effective tool in engaging the community on an ongoing basis, as well as maximizing outreach to a more diverse demographic that may not traditionally attend public meetings or choose to respond to a phone or mail survey.

Project Website Example



TASK 3: Collect and Analyze Data

Relevant Plan and Document Review

We will collect, log, and create electronic copies as appropriate (MS Word/Excel and Adobe Acrobat) of key data to facilitate dissemination of information. This will assess the long-term goals as expressed in relevant existing plans and studies. Relatively recent planning documents will be key resources and help inform the Master Plan process.

Statistically Valid Needs Analysis Survey

We will perform a random, scientifically valid community-wide household survey to quantify the knowledge; needs; unmet needs; priorities; and support for system improvements, including park, facility, programming, arts, and trail needs of the City. The survey would be administered by phone or by a combination of a mail/phone survey and will have a 95% level of confidence and a confidence interval of +/- 5%. Prior to the survey being administered, it would be reviewed and approved by City staff.

Statistically valid surveys offer the following:

- Scientific Methods of Understanding Community Needs
- Geographic Distribution Validity
- Age Segmentation Validity
- Cross Tabulation by Geographic Location
- Cross Tabulation by Household Type
- Demographic and Trends Analysis

Statistically Valid Survey Cross Tabulation Table

Facility and Amenity Prioritization by Sub Park Planning Area											
High Priority Facilities and Amenities	County-Wide	Ashburn	Dulles	Leesburg	Northwest	Potomac	Route 15 N	Route 15 S	Route 7 W	Sterling	Southwest
Trails-Paved (for recreation)	●	●	●	●	●	●	●	●	●	●	●
Trails-Unpaved/Natural	●	●	●	●	●	●	●	●	●	●	●
Parks-Natural Areas	●	●	●	●	●	●	●	●	●	●	●
Water/River Access	●	●	●	●	●	●	●	●	●	●	●
Adventure Area	●	●	●	●	○	●	●	●	●	●	○
Dog Park (off-leash)	●	●	●	●	○	●	○	●	●	●	○
Parks-Large, District/Regional	●	●	○	○	○	●	○	●	●	○	●
Swimming Pool-Indoor/Outdoor-Recreation Pool	●	○	○	●	●	●	●	○	●	●	○
Campgrounds	●	●	○	●	○	○	●	●	●	○	○
Parks-Small, Community/Neighborhood Parks	●	●	●	●	○	○	○	○	○	○	○
Outdoor Exercise/Fitness Area	○	●	○	○	○	●	○	○	○	●	○
Trails-Mountain Bike	○	○	○	●	○	○	●	○	○	○	○
Swimming Pool-Indoor/Outdoor-Lap Pool	○	○	○	○	○	○	○	○	●	○	○
Environmental/Nature Education Center	○	○	○	○	○	○	○	○	●	○	●
Indoor Facility (Community/Recreation	○	○	○	○	○	○	○	○	●	○	○
Indoor Basketball/Volleyball Courts	○	○	○	○	○	○	○	○	●	○	○
Playgrounds	○	○	○	○	○	○	●	○	○	○	○
All Accessible/All Abilities Amenities	○	○	○	○	○	○	○	○	○	○	○

Demographic Trends Analysis

The Kimley-Horn team will utilize the City's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to GIS and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups
- To determine changes occurring in the city and the region, and assist in making proactive decisions to accommodate those shifts
- To provide the basis for Equity Mapping and Service Area Analysis

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Kimley-Horn team utilizes the Sports and Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

Parks and Facilities Inventory and Assessment

We will perform on-site inventory and document the existing City parks and recreation facilities via photographs and written summaries. The Kimley-Horn team will compile, inventory, and assess existing parks, trails, open space, and facilities. We will develop tables which generally identify and evaluate quality of facilities based on field visits to each park to determine the conditions of buildings, grounds, equipment, and overall appearance. We identify any major deferred maintenance items and provide a general assessment of the accessibility of the facilities. We also address the adequacy for stated purposes and use and the potential for expansion based on previously prepared master plans (if applicable) and document the current hours of operation. We will also examine the functionality of the existing park site plans and make observations related to vehicular and pedestrian flow, operations, and efficiency. This assessment will consider the capacity of each amenity found within the system (e.g., playgrounds, ball fields, trails, natural areas, special facilities, etc.), as well as functionality, accessibility condition, comfort, and convenience.





Inventory Assessment with On-site Input from Parks and Recreation Staff

Park Classifications and Level of Service Standards

The Kimley-Horn team will work with the City to review and confirm and modify or add to existing park classifications and preferred facility standards for all park sites, trails, and open space amenities, including common areas and indoor and outdoor facilities. The classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include LOS standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide, or nationally accepted parks and recreation standards, as well as Kimley-Horn's national experience and comparison with peer/survey agencies. Standards will be adapted based on the needs and expectations of the City.

TASK 4: Determine Strategic Direction and Analysis of Forecasted Needs



Maintenance Workshop

Visioning Workshop and Park-by-Park Workshops

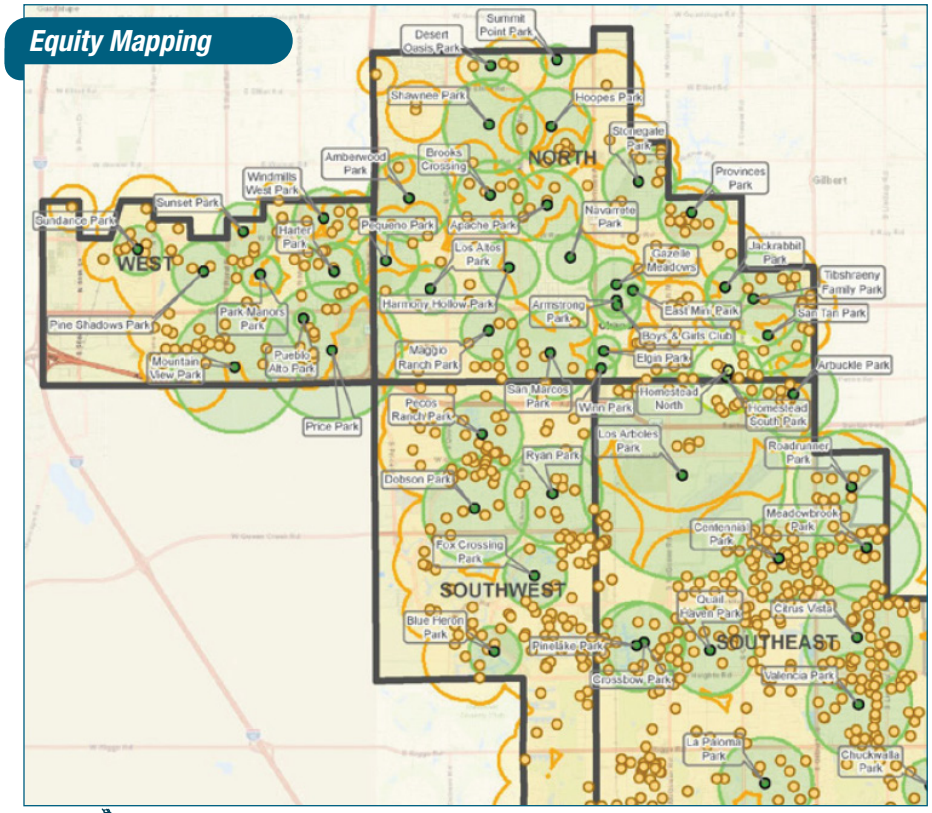
We will conduct full-day workshops, as needed, with various groups within the Division staff to understand the park system, long-range goals, big ideas, as well as more detailed elements of the system like park use, access, and condition characteristics for a substantial selection of the City's park sites. These workshops will be a valuable resource allowing us to draw on the experience of the staff and expand our understanding beyond a reading of the available data. The workshop is designed to make good use of staff time; therefore, preparation prior to the meeting is essential.

Prioritized Facility and Program Priority Rankings

The Kimley-Horn team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility inventory, recreation services assessment, and the service area mapping into a quantified facility and program priority ranking. The priority listing will be compared against gaps or surplus in recreation services, parks, facilities, and amenities, and will also provide guidance for a future Capital Improvement Plan (CIP). The analysis will include probable future parks, recreation facilities, open spaces, and event needs based on community input, as well as state and national user figures and trends. A set of prioritized recommendations for maintenance and renovation of parks, and recreation facilities will also be developed. To review the findings and make necessary revisions, we will conduct a work session with staff.

Geographical Analysis through Mapping

We will work with the City to determine appropriate GIS mapping. The Kimley-Horn team can utilize GIS to perform geographical mapping to identify service area analysis for specific facilities and programs, including mapping by classification and major amenities by facility standards as applied to population density and geographic areas. A service area is defined as a measured area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity. Using the service areas provided by the Kimley-Horn team for each park and major facility type (amenity), we will prepare a series of maps by each park classification and major amenity (see example below). We will provide maps in digital format and can work with the City's GIS staff to ensure we are returning updated GIS layers in the correct format so they may be utilized and updated by the City moving forward.



TASKS 5 and 6: Develop Recommendations and Implementation Strategies and Create Action Plan – Strategic, Capital and Financial

Capital Improvement Plan

The City of Flagstaff PROSE Master Plan is an outstanding opportunity to enhance the value and importance of parks and recreation as the shaping amenity and backbone of community development. The master plan document is meant to be a living and evolving tool for the City to use as a roadmap in order to implement its vision. To assist in this implementation, we recommend the development of a three-tier CIP that will assist the City in the inevitable and continuous rebalancing of priorities and their associated expenditures.

Each tier reflects different assumptions about available resources:

- The **Critical Alternative** has plans for prioritized spending within existing budget targets and focuses on deferred maintenance and life cycle replacement of assets and amenities within the existing parks system. The intention of this alternative is to refocus and make the most of existing resources with the primary goal being the City maintaining its high-quality services.
- The **Sustainable Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing and renovating existing parks and facilities to better meet the park and recreational needs of Flagstaff residents that would require additional operational or capital funding. In coordination with the City's finances, the PROSE Division would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, grants, and existing or new taxes.
- The **Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the parks and recreation system and by providing a long-range look to address future needs and deficiencies. In the Master Plan, the Visionary Alternative addresses complete renovations of aging parks and facilities and the development of new parks and facilities. Funding for visionary projects would be derived from partnerships, private investments, and new tax dollars.

Funding and Revenue Strategies

Funding strategies will be developed based in part to our review and analysis of the facilities, as well as the national experience brought by the Kimley-Horn team. We have identified numerous funding options that can be applied to the Master Plan based on community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowment/non-profit opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners, and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park acquisition, open space, and park and facility development
- Earned income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines

Strategic Action Plan

The Master Plan will be framed and prepared through a series of workshops with staff. The overall vision and mission statements will be affirmed or modified, and direction for the City will be established along with individual action strategies that were identified from all the research work completed. Key recommendations and tactics that support each action strategy to its fullest outcome will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within the City for external partners to focus on.

Develop Vision, Mission, and Goals/Objectives

The supporting vision and mission statements will be affirmed or developed with senior staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction.

Strategic Action Plan Development

Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, priorities/timelines, and cost estimates. These strategies will be classified as short-term, mid-term, or long-term strategies and priorities. This will be reviewed with City staff in a workshop. The Kimley-Horn team will propose a prioritization schedule and methodology used on successful master plans across the United States. Action plans will be established in the following key areas:

Park and Land Acquisition: Recommendations that provide for short- and long-term enhancement of parkland acquisition in the city. This will include usable and workable definitions and recommendations for designated park and facilities with acreages and parameters defined as appropriate.

Park and Facility Operations and Maintenance: Recommendations that provide for short- and long-term enhancement of park and facility management practices of the Division.

Programs and Services: Recommendations that provide for short- and long-term development and maintenance of programs and services provided by the Division, including opportunities to improve meeting user needs.

Financial and Budgetary Capacity Development: Recommendations that provide for short- and long-term enhancement of the financial and budgetary capacity of the Division related to parks and lands.

Policies and Practices: Specific policies and practices for the Division that will support the desired outcomes of the Master Plan will be detailed.

TASK 7: Final Report and Presentation Draft Report Preparation and Briefings

The Kimley-Horn team will prepare a Master Plan draft with strategies addressing all analyses performed and consider the fiscal and operational impacts to the City's park system. The recommendations and prioritization of needs will be reviewed and discussed with the City.

Final Master Plan Presentations, Preparation, and Production

Upon comment by City staff and City Council, the Kimley-Horn team will revise the Master Plan draft to reflect all input received. Once the Master Plan draft is approved, the Kimley-Horn team will prepare a final summary report and present for final approval and adoption.

Workplan and Schedule

TASK 1: Project Initiation

Kick-off Meeting

- Establish Core Team
- Executive Advisory Committee
- Stakeholder ID
- Define Project Vision and Goals
- Project Milestone Schedule
- Schedule Development
- Data Request

Public Outreach Plan

- Participants
- Venue Locations
- In-Person/Virtual Meeting Formats
- Notifications
- Presentation Content
- Intercept Surveys

Demographic and Trends Analysis

- Planning Areas
- Population Density
- Age Distribution
- Households
- Sex/Gender
- Ethnicity
- Household Income

Individual Interviews

- City Council
- Parks and Recreation Commission

Focus Group Meetings

- School Districts
- Youth Advisory Group
- Senior Groups
- Aquatics
- Adaptive Sports
- Youth/Adult Sport Leagues
- Parks and Rec Staff/Maintenance
- Beautification and Public Art Commission
- Open Spaces Commission
- Planning and Zoning
- Public Works
- Trail Users
- GIS
- Tourism Commission/Discover Flagstaff
- Arizona State Parks and Trails

TASK 2: Workshop Series No. 1 – Project Overview

Staff Workshop Meeting No. 1

- Project Overview
- Interview Summary
- Focus Group Summary
- Survey Overview
- Initial Needs Discussion

Design Team Work Period No. 1

- Review Existing Planning Documents
- Community Workshop Materials
- Project Website with Interactive Tools

Public Workshop No. 1: Needs

- Plan Overview
- Engagement Process
- Programming Needs
- Community Real-time Feedback

Workshop No. 1 Summary

Demographic/Trends
Focus Groups/Interviews Summaries
Survey Summary
Community Needs Summary

Project Update No. 1

- Parks and Recreation Commission Update
- Website/Social Media Update

Develop GIS Framework Plan and Data Layer Validation

Park and Facility Inventory and Assessment

Natural Resources Inventory and Assessment

TASK 3: Workshop Series No. 2 – Needs Assessment

Staff Workshop Meeting No. 2

- Public Needs Assessment Findings
- Survey Update
- Programming Needs
- Public Workshop No. 2 Program
- LOS Facilities, Programs, O&M

Design Team Work Period No. 2

- Community Workshop Materials

Public Workshop No. 2: Validation

- Plan Overview
- Workshop No. 1 Summary
- Needs Assessment Findings
- Community Real-time Feedback

Workshop No. 2 Summary

Needs Assessment Summary
Programming Needs
Outreach Summary

Project Update No.2

- Website/Social Media Update

Electronic Survey and Statistically Valid Survey Question Development

Statistically Valid Survey Administration

TASK 4: Workshop Series No. 3 – Technical Assessment

Staff Workshop Meeting No. 3: Visioning and Park by Park

- Workshop Mission and Goals
- Public Needs Assessment Findings
- Survey Update
- Programming Needs
- Public Workshop No. 3 Program

Design Team Work Period No. 3

- Inventory Summary and Recommendations
- Classification/Standards
- LOS Summary
- Prioritized Facility and Programming Rankings

Prioritize Projects

CIP

- Critical Alternative
- Sustainable Alternative
- Visionary Alternative

Funding and Revenue Strategies

- Fees/Non-Profit
- Grant Opportunities
- Partnerships and Sponsorships
- Land Acquisition/Leases

Workshop No. 3 Summary

Technical Findings Summary

Project Update No. 3

- Website/Social Media Update

Statistically Valid Survey Final Report

TASK 5: Workshop Series No. 4 – Implementation Plan

Staff Workshop Meeting No. 4

- Vision and Mission Statement
- Goals/Objectives/Policies
- Priorities/Timelines
- Cost Estimates
- Implementation Strategies

Design Team Work Period No. 4

Strategic Action Plan Development

- Park and Land Acquisition
- Park and Facility Operations
- Park and Facility Maintenance
- Staffing
- Programs and Services
- Financial and Budgetary Capacity
- Policies and Practices

Public Workshop No. 3: Technical Findings

- Plan Overview
- Workshop No. 2 Summary
- Key Technical Findings
- Key Themes
- Key Recommendations
- Community Real-time Feedback

Workshop No. 4 Summary

Draft Strategic Action Plan
City and Stakeholder Review

Project Update No. 4

- Parks and Recreation Commission Update
- City Council
- Stakeholder Updates
- Website/Social Media Update

TASK 6: Master Plan Development

Staff Workshop Meeting No. 5: Master Plan Development

- Demographics/Trends
- Community Outreach
- Survey Results
- Park Classifications/LOS
- Staffing
- Facilities Assessments
- Policies and Practices
- Operations Program
- Maintenance Program
- Programs and Services
- Partnership Plan
- CIP
- Strategic Action Plan

Validate Prioritized Projects, Schedule, Preliminary Rough Order of Magnitude (ROM)

Implementation Plan

Draft Master Plan
City Review
Key Stakeholder Review

Revised Master Plan
Final Approval

Presentation of Final Master Plan

- Parks and Recreation Commission
- City Council

LEGEND - PROJECT TRACKS

- Community Engagement
- Statistically Valid Survey
- Implementation

Project Schedule

Task	Task Name	2026 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	2027 Jan	Feb	Mar
1	Project Initiation & Needs Assessment															
2	Develop & Implement Public Engagement Strategy			Workshop #1				Workshop #2			Workshop #3				Workshop #4	
3	Collect and Analyze Data															
4	Determine Strategic Direction & Analysis of Forcasted Needs															
5	Implementation Planning															
6	Strategic Action Planning															
7	Final Report & Briefings															

Work Periods
Meetings/Input from the City

Kimley»Horn

SECTION D

Proposed Timeline and Budget



D. Proposed Timeline and Budget

Staff Member	Kimley-Horn				
	Project Manager $280.00	Sr. Landscape Architect $225.00	Landscape Architect $200.00	Analyst $160.00	Total
Task 1.0 Project Initiation					
1.1 Kick-Off Meeting	2	2	1	4	$1,850
Stakeholder Identification/Project Involvement Matrix	2				$560
Project Schedule	2				$560
Public & Agency Outreach Planning	2				$560
1.2 Review Existing Relevant Planning Documents	2			6	$1,520
1.3 Conduct City Data Request			2	4	$1,040
1.4 Identify Planning Areas		2		2	$770
Subtotal Hours	10	4	3	16	33
Subtotal Dollars	$2,800	$900	$600	$2,560	$6,860
Task 2.0 Develop and Implement Public Engagement Strategy					
2.1 Project Branding Development	2			16	$3,120
2.2 Conduct Public Workshops/Meetings (Up to Three In-Person or Pop-Up Events or Virtual)					
Workshop #1	4		4	12	$3,840
Workshop #2	4		4	12	$3,840
Workshop #3	4		4	12	$3,840
2.3 Electronic Surveys and Paper-Based Community Surveys (Translated in Up to 1 Language)	2			4	$1,200
2.4 Focus Group Meetings (Up to 5 Groups)	10		10		$4,800
2.5 City Leadership Interviews (City Council, Parks and Recreation/Open Space Commission Members)	8		8		$3,840
2.6 Project Website Coordination and Creation of Virtual Engagement Tools, Maps, Forum	8			12	$4,160
2.7 Development of Marketing Collateral: Social Media, Flyers, Email, Brochures, Cards	2			10	$2,160
2.8 Bi-Weekly Project Progress Meetings (Approx 12 Month Duration - 12 In-Person/12 Virtual)	30		30		$14,400
Subtotal Hours	74	-	60	78	212
Subtotal Dollars	$20,720	$-	$12,000	$12,480	$45,200
TASK 3.0 Collect and Analyze Data					
3.1 Level of Service	4	4		4	$2,660
3.2 Market Gap Analysis and Equity Mapping	2			8	$1,840
3.3 Demographics and Trends Report	2			10	$2,160
3.4 Inventory and Analysis of Parks and Facilities					
On-Site Inventory	20		40		$13,600
Other/Private Parks and Facilities On-Site Inventory	4		10		$3,120
On-Site Analysis Documentation			20		$4,000
Parks Assets Assessment Matrix			20		$4,000
Existing Parks and Trails Improvement Recommendations and Report	4	4	10		$4,020
Subtotal Hours	36	8	100	22	166
Subtotal Dollars	$10,080	$1,800	$20,000	$3,520	$35,400
TASK 4.0 Strategic Direction and Analysis of Forecasted Needs					
4.1 Visioning Workshop	4		4		$1,920
4.2 Park-by-Park Workshop	4		4		$1,920
4.3 Geographical Analysis through Mapping	4		4	20	$5,120
4.4 Prioritized Facility and Program Rankings	8		8		$3,840
Subtotal Hours	20	-	20	20	60
Subtotal Dollars	$5,600	$-	$4,000	$3,200	$12,800
TASKS 5.0 and 6.0 Strategic Action and Implementation Plan					
5.1 Capital Improvement Plan Development	6		20		$5,680
5.2 Rough Order of Magnitude (ROM) Cost Development	2		10		$2,560
5.3 Strategies for Implementation and Funding	4		4		$1,920
5.4 Presentation to City Leadership	4		4	8	$3,200
6.1 Implementation Plan					
Timeframes	2	4	4		$1,700
Responsibilities	2	4	4		$2,260
Resource Requirements	2	4	4		$2,260
6.2 Identification of Potential Partnerships and Collaborating Opportunities		4			$900
6.3 Recommend Strategies for Ongoing Monitoring and Updating of the Master Plan	2				$560
Subtotal Hours	24	16	50	8	98
Subtotal Dollars	$6,720	$3,600	$10,000	$1,280	$21,600
TASK 7.0 Master Plan Development - Final Report and Presentation					
7.1 Draft Document Development	10	20	20	20	$14,500
7.2 Presentation to City Leadership/Work Session	4	4		8	$3,300
7.3 Refinement of Master Plan Document	4	10	10	10	$6,970
7.4 Final Master Plan Document	4			36	$6,880
7.5 Final Adoption of Master Plan	4	4			$2,020
Subtotal Hours	26	38	30	74	168
Subtotal Dollars	$7,280	$8,550	$6,000	$11,840	$33,670
TOTAL MASTER PLANNING HOURS	**190**	**66**	**263**	**218**	**737**
TOTAL PLANNING FEES	**$53,200**	**$14,850**	**$52,600**	**$34,880**	**$155,530**

Financial and Strategic Planning, Statistically Valid Survey (GlobaLocal Vision)	**$40,000**
Expenses (Travel, Printing, Etc)	**$4,000**
	$199,530

Kimley»Horn

SECTION E

Examples of Similar Completed Projects and References



E. Examples of Similar Completed Projects and References

Town of Prescott Valley, Parks and Recreation Master Plan

Prescott Valley, AZ

Kimley-Horn was part of a consulting team preparing a Parks and Recreation Master Plan for the Town of Prescott Valley. The plan provided guidance and policy direction for the Prescott Valley Parks and Recreation Department's role in the community. A 10-year vision for department services was included within the plan that encompassed parks, facilities, recreational programming, art, cultural and special events, as well as open space and trails. The plan also included research, public involvement, and the development of recommendations for all aspects of Parks and Recreation operations. The resulting master plan included a strategic action plan with primary focus on short-term strategies that build success over the long term. Kimley-Horn's responsibilities for this project included leading the necessary facility assessments, Capital Improvement Plan (CIP) estimates, and implementation recommendations.

Similar Key Project Elements:

- Parks and Recreation Inventory
- CIP Development
- Community Engagement
- GIS Mapping









Completion Date: 7/2020 | Completed on-time and within budget

Client Reference:

Bobby Kieren
Director of Parks and Recreation, Town of Prescott Valley
928.759.3036
rkieren@prescottvalley-az.gov

City of Casa Grande, Community Services Plan

Casa Grande, AZ

Kimley-Horn was part of the consultant team, partnering with the City of Casa Grande, to update the Community Services Master Plan, which will become a guiding document for the Community Services Department for the next 10 to 15 years. This project involved the completion of an extensive needs assessment, community input process, a citizen's survey, and a comprehensive evaluation of all existing facilities. The document also includes potential future land acquisition, financing options, park development, open space, trails, operations maintenance, library, golf, and recreational programming needs.

Similar Key Project Elements:

- Dedicated Project Website
- Intercept Surveys at Pop-Up Events
- Hybrid Outreach Approach (In-Person/Virtual)
- Youth Outreach
- Statistically Valid Survey
- QR Code Advertisement
- Intercept Surveys at Pop-Up Events
- GIS Mapping
- CIP
- Trails Inventory and Connectivity
- Gap Analysis
- Maintenance Assessment
- Recreation Program Standard



Completion Date: 6/2023 | Completed on-time and within budget

Client Reference:

Daniel Gallegos
Community Services Director, City of Casa Grande
520.421.8614
daniel_gallegos@casagrandeaz.gov







City of Goodyear, Systemwide Parks and Recreation Master Plan

Goodyear, AZ

Kimley-Horn partnered with the City of Goodyear to develop a comprehensive 10-year Parks and Recreation Needs Assessment and Master Plan. The Master Plan provides clear guidance on how to meet the demands for future recreational, programming, environmental, and maintenance needs, as well as establishes priorities for facility improvements, future park development, and land acquisitions. Kimley-Horn collected and analyzed data to develop a clear set of goals, policies, and standards for the City's park system, open space, trails, preserves, recreation facilities, and program development for the next 10 years.

Similar Key Project Elements:

- Dedicated Project Website
- Project Branding
- Hybrid Outreach Approach (In-Person/Virtual)
- Coordination with General Plan
- Statistically Valid Survey
- Youth Outreach
- Social Media Content Creation
- QR Code Advertisement
- Intercept Surveys at Pop-Up Events
- GIS Mapping
- Full HOA Inventory
- CIP
- Land Acquisition Analysis
- Trails Gap Analysis
- Operations and Maintenance Assessment
- Programming Assessment





Completion Date: 9/2023 | Completed on-time and within budget

Client Reference:

David Seid
Interim Parks and Recreation Director, City of Goodyear
623.882.3121
david.seid@goodyearaz.gov

City of Snoqualmie, Parks, Recreation, Open Space, and Trails Master Plan

Snoqualmie, WA

Kimley-Horn assisted the City of Snoqualmie, WA in developing an update to their Parks, Recreation, Open Space, and Trails (PROST) Plan. Ranging from neighborhood parks to large natural open space areas, Snoqualmie has an expansive network of over 40 parks and interconnected trails that provide recreational opportunities for residents and visitors. As part of the update, Kimley-Horn completed an assessment and inventory of all park features, including play equipment, playfields, benches, and other park features; created an engagement website that included prioritization and polling exercises and a mapping tool to collect community feedback on the City's park facilities; and conducted additional in-person outreach workshops to support development of an initial community vision, as well as goals and objectives to achieve that vision.

Similar Key Project Elements:

- Dedicated Project Website
- Project Branding
- Hybrid Outreach Approach (In-Person/Virtual)
- Social Media Content Creation
- QR Code Advertisement
- GIS Mapping
- CIP
- Trails Gap Analysis
- Programming Assessment
- Eco-Tourism
- Nearby National and County Parks



Completion Date: 10/2024 | Completed on-time and within budget

Client Reference:

Dylan Gamble
CIP Manager,
City of Snoqualmie
425.681.4110
dgamble@snoqualmiewa.gov

Additional Project Experience

The Experience Matrix below shows our team's parks, recreation, and open space master planning project experience with similar components.

Project Name	Community Outreach	Project Website	CIP Development	Programming Plan	Operations and Maintenance Plan	Implementation Plan	Recreational Facilities
Shape Scottsdale: Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	
Buckeye at Play: Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Goodyear Game Plan: Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Chandler Parks Strategic Plan	✓	✓	✓	✓	✓	✓	✓
Gilbert Regional Park Master Plan	✓	✓	✓	✓	✓	✓	✓
Glendale Parks Conditions Assessment			✓		✓	✓	✓
Oro Valley Community Services Master Plan	✓	✓	✓	✓	✓	✓	✓
Prescott Valley Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan	✓	✓	✓		✓	✓	✓
Prosser Parks, Recreation, and Open Space Master Plan	✓	✓	✓	✓	✓	✓	✓
Littleton Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Boise Parks Conditions Assessment			✓		✓	✓	
Gurnee Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	
Palmdale Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	
Jurupa Valley Parks, Recreation, Open Space, and Trails Master Plan	✓	✓	✓	✓	✓	✓	✓
Buncombe County Parks, Recreation, Open Space, and Trails Master Plan	✓	✓	✓	✓	✓	✓	✓
Hernando County Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Casa Grande Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	✓
Phoenix Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	
Greenville Comprehensive Recreation Parks Master Plan	✓	✓	✓	✓	✓	✓	
Lisle Parks and Recreation Master Plan	✓	✓	✓	✓	✓	✓	

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Matthew Mansfield, Senior Assistant City Attorney

Co-Submitter: Sterling Solomon

Date: 08/31/2026

Meeting Date: 09/01/2026

TITLE:

Consideration and Approval of Settlement: *City of Flagstaff v. Consolidated Investment Company, Inc., et al.*, S0300CV2023-00265, currently pending in Coconino County Superior Court.

STAFF RECOMMENDED ACTION:

1. Approve settlement of the matter of *City of Flagstaff v. Consolidated Investment Company, Inc., et al.*, pursuant to the terms of the tentative settlement discussed in executive session on August 25, 2026, and
2. Authorize and direct the City Attorney to execute all documents and take such other actions as are necessary to finalize the settlement.

Executive Summary:

This is a condemnation action authorized by Ordinance 2023-10, which approved the acquisition of real property interests for the Milton Road and University Avenue right-of-way project. The City has reached a tentative settlement regarding the value of the property interest acquired, and all claims related to the condemnation action. The tentative settlement and legal advice related thereto were discussed with the City Council in executive session on August 25, 2026.

Financial Impact:

Project Name: Beulah/University Realignment Project
Cost: $2,300,000
This settlement was not budgeted for in the FY2026-27 budget. We currently have $1,407,268 in an escrow account. For the additional $892,732 needed, budget authority from 048-10-118-3047-6-4441 (Butler & 4th Street project) was reallocated to this settlement.
Grant Funded: No
Funding Source: Transportation Tax (Prop 419)

Policy Impact:

None.

Previous Council Decision or Community Discussion:

City Council adopted Ordinance 2023-10 on April 4, 2023.

Options and Alternatives to Recommended Action:

Not approve the tentative settlement and continue to litigate the matter.

Connection to PBB Priorities and Objectives:

N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Assistant City Manager

Date: 08/27/2026

Meeting Date: 09/01/2026

TITLE

Public Safety Ballot Measure Update

STAFF RECOMMENDED ACTION:

City staff will present information about public outreach and education for the Public Safety Ballot Measures, Propositions 404 and 405, and seek Council feedback.

Executive Summary:

City staff will present the outreach and education efforts for the Public Safety Ballot Measures, Propositions 404 and 405, included in the November 2026 election.

Information:

The City Council approved Proposition 404, a 0.5% (or half cent for every dollar) sales tax to enhance public safety services, and Proposition 405, a $40 million general obligation bond for public safety infrastructure and equipment in June 2026 for the November 2026 election. City staff have been working to create an education and outreach plan and will share this information with City Council. There will be an opportunity for City Council questions and to provide feedback.

Attachments: Presentation

PROP 404 & 405

FIRE - POLICE - AIRCRAFT RESCUE FIRE FIGHTING - EMERGENCY MANAGEMENT

PUBLIC SAFETY

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Propositions 404 & 405

- Public safety's highest priority needs in Fire, Airport Rescue Firefighting, Police and Emergency Management
- Prop 404 – 0.5% (or half cent for every dollar) sales tax to enhance public safety services
  - Additional personnel, training, and supplies
  - Emergency plans and equipment
  - Station operating & maintenance
- Prop 405 - $40 million general obligation bond for public safety infrastructure and equipment
  - Public Safety facility construction and expansion
  - Dispatch technology
  - Radios and communication
  - Emergency Vehicles

Public Safety Outreach

- Connect Flagstaff
- Media Plan
- Presentations & Briefings







Connect Flagstaff

- Centralized hub for information
  - Presentations
  - Frequently Asked Questions
  - Videos
  - Funding Allocations
- PublicSafetyBallot.com



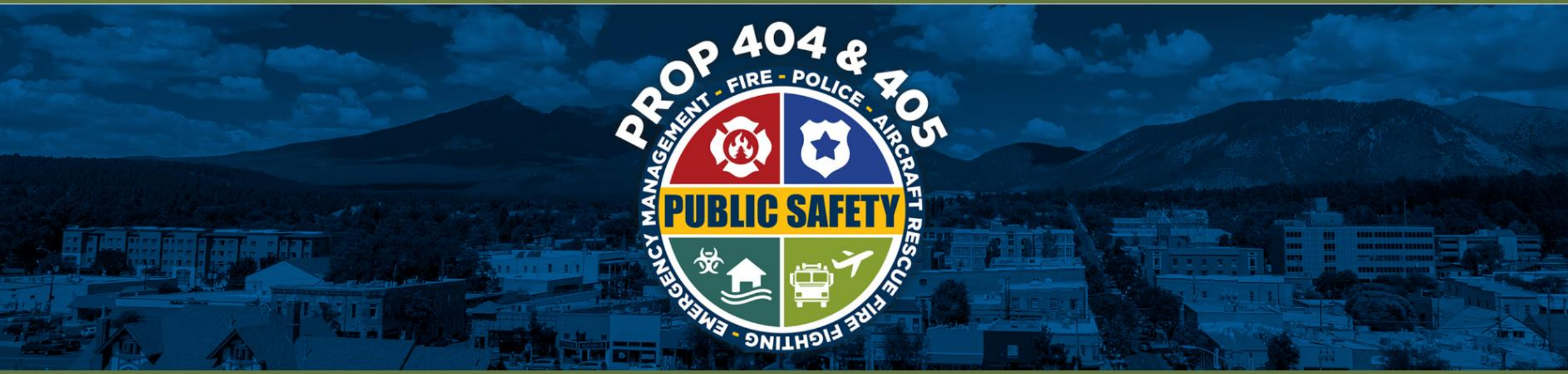
Prop 404 would increase the local sales tax by 0.5% to enhance public safety services.

Prop 405 would authorize a $40M bond to invest in public safety infrastructure and equipment.

CITY OF FLAGSTAFF

Search the site...

Home Project Map English Login Join



Public Safety Ballot Questions

Flagstaff voters will see two public safety-related questions on the November ballot - Prop 404 and Prop 405.

Protecting lives, reducing response times and preparing for tomorrow

Prop 404 would increase the local Transaction Privilege Tax (sales tax) by 0.5% to enhance public safety services, generating an average of $18.2 million in tax revenue each year for the next 15 years. This funding would support 77 additional public safety positions, such as firefighters, paramedics, wildland fire management personnel, dispatch call takers, and police officers. The 0.5% increase would be the equivalent of an additional 50 cents on a $100 purchase within the City of Flagstaff.

Prop 405 would authorize a $40M bond to invest in public safety infrastructure and equipment. This funding would support the construction of a Wildland Fire Management Facility, a new fire station to improve current response and address growing community needs, expansion of the Flagstaff Police Department, and a variety of infrastructure projects and public safety equipment improvements. As the issuance of the bond would be within the City's authorized bonding capacity, there would be no resulting increase in existing property tax rates. Utilizing a bond also reduces the amount needed in a sales tax, keeping the impact to the community as low as possible. An overview of all items that would be funded by sales tax and the bond is available online.

Learn More



Funding Allocations

Learn what public safety positions, infrastructure, and equipment would be funded by Prop 404 and 405.

Overview Presentation

View background information, financial data, and an overview of how the public safety ballot questions would impact services in Flagstaff.



Wildfire Readiness

Learn how the Flagstaff Fire Department is getting Flagstaff wildfire ready.

Customer Service Survey

Read results from the Flagstaff Police Department's 6-month customer survey.

Elements on PROP 404 & 405 Educational Ads

Offers a strong **headline** statement for the goal of the propositions

Prop Logo included on all ads for easy identification of the ballot measures

Let's the reader **understand the Props** immediately

Let's the reader know they can **get more information** at PublicSafetyBallot.com or by using the QR code



'Did you know' statements that help to **tell the story** of each area in the public safety program and in most ads, we **share the staff** person in the photo.



Media Plan

- Digital and Print Advertising
- Banners
- Vehicle Magnets
- Radio
- Direct Mailer & Municipal Bill Insert
- Poster with rack cards
- Social Media
- Videos





PROP 404 & 405

PUBLIC SAFETY

PROTECTING LIVES, REDUCING RESPONSE TIMES & PREPARING FOR TOMORROW.

Did you know?

Emergency Management coordinates **wildfire**, **flood**, and **disaster** response at all hours, **aligning teams and information** for a seamless **citywide response.**



Operation High Country Response Drill.

Scan for a comprehensive list of our public safety needs:

PublicSafetyBallot.com

PROP 404 & 405

PUBLIC SAFETY

PROTECTING LIVES, REDUCING RESPONSE TIMES & PREPARING FOR TOMORROW.

Did you know?

Wildland Fire division **training and forest restoration** measures are important to **reducing wildfire risk** to our community.



Photo courtesy of Coconino National Forest.

Scan for a comprehensive list of our public safety needs:

PublicSafetyBallot.com

PROP 404 & 405

PUBLIC SAFETY

PROTECTING LIVES, REDUCING RESPONSE TIMES & PREPARING FOR TOMORROW.

Did you know?

Aircraft Rescue and Firefighting (ARFF) services are an **essential function of the airport** for around the clock **safety for all travelers.**



ARFF Captain Skyler Lofgren protecting you since 2022.

Scan for a comprehensive list of our public safety needs:

PublicSafetyBallot.com

PROP 404 & 405

PUBLIC SAFETY

PROTECTING LIVES, REDUCING RESPONSE TIMES & PREPARING FOR TOMORROW.

Did you know?

From **only one center, emergency communication** professionals **answer calls**- dispatching police, sheriff, fire, and EMS agencies- **across Northern Arizona.**



Dispatch Courtney Hurst, born and raised in Flagstaff, with FPD since 2023.

Scan for a comprehensive list of our public safety needs:

PublicSafetyBallot.com

PROP 404 & 405

EMERGENCY MANAGEMENT - FIRE - POLICE - AIRCRAFT RESCUE FIRE FIGHTING

PUBLIC SAFETY

Prop 404 *would increase the local sales tax by 0.5% to enhance public safety services.*

Prop 405 *would authorize a $40M bond to invest in public safety infrastructure and equipment.*

Scan for a comprehensive list of our public safety needs:

CITY OF FLAGSTAFF · ESTABLISHED 1882 · ARIZONA

Resident Name
Address
Flagstaff, AZ 8600X

PROP 404 & 405

PUBLIC SAFETY

EMERGENCY MANAGEMENT - FIRE - POLICE - AIRCRAFT RESCUE FIRE FIGHTING

PROTECTING LIVES, REDUCING RESPONSE TIMES AND PREPARING FOR TOMORROW.

Did you know?



Wildland Fire division **training and forest restoration** measures are important to **reducing wildfire risk to our community.**

Videos



https://www.youtube.com/watch?v=SC7rsoKvv48

Presentations & Briefings

- City Commissions
- All City Employee Meeting
- County Board of Supervisors
- Coffee with the Mayor
- Community groups

Questions & Feedback

PROP 404 & 405

FIRE - POLICE - AIRCRAFT RESCUE FIRE FIGHTING - EMERGENCY MANAGEMENT

PUBLIC SAFETY

connect.flagstaffaz.gov/safety-committee