DRAFT AGENDA

REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 6, 2016

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

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 legal advice and discussion 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 telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

5. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight'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 Public Participation. 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. PROCLAMATIONS AND RECOGNITIONS

A. **Presentation of Award:** Company Citation and an individual Letter of Commendation for life saving efforts by members of the Flagstaff Fire Department.

7. APPOINTMENTS

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

A. **Consideration of Appointments:** Beautification and Public Art Commission.

RECOMMENDED ACTION:

Make two appointments to terms expiring June 2018.

8. LIQUOR LICENSES PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Cecily Clift-Maniaci, "Toasted Owl Cafe", 5200 E. Cortland Blvd., Suite B1-3, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

B. **Consideration and Action on Liquor License Application:** Douglas Koch, "Denny's", 2306 E. Lucky Ln., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

C. **Consideration and Action on Liquor License Application:** Douglas Koch, "Denny's", 4650 N. Highway 89, #C32, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

9. **CONSENT ITEMS**

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

A. **Consideration and Approval of Street Closure(s):** New Year's Eve Safety Street Closure

RECOMMENDED ACTION:

Approve the street closure at Aspen Avenue (between San Francisco Street and Beaver Street) and Leroux Street (between Route 66 and Birch Avenue) on December 31, 2016 at 8:00 PM to January 1, 2017 at 1:00 AM.

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Contract:** Red Gap Ranch Pipeline Feasibility Study – Approve Change Order No. 7 to Jacobs Engineering Project Contract

RECOMMENDED ACTION:

Approve Change Order No. 7 with Jacobs Engineering in the amount of $470,759 and extend the contract by 182 calendar days. The current contract completion date is September 30, 2017. Acceptance of this change order #7 will approve a new completion date of March 31, 2018

B. **Consideration and Approval of Grant Agreement:** AZ State Forestry Grant Agreement Wildland Fire Hazard Fuel (WFHF) 16-208 (Cooperative Hazardous Fuels Program).

RECOMMENDED ACTION:

Approve the WFHF 16-208 grant award from AZ State Forestry in the amount of $199,360 Observatory Mesa Fire Protection.

C. **Consideration and Adoption of Ordinance No. 2016-41; and License Agreement:** An ordinance authorizing the conveyance of approximately ten (10) acres of land on McMillan Mesa to the State of Arizona for the construction and operation of a Veterans' Home; and License Agreement with the State of Arizona providing for continued use of the land for City purposes prior to development. ***(Land for Veterans' Home)***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-41 by title only for the final time
2) City Clerk reads Ordinance No. 2016-41 by title only (if approved above)
3) Adopt Ordinance No. 2016-41
4) Approve the License Agreement, to be effective upon conveyance of land to State of Arizona

D. **Consideration and Approval of Construction Contract:** Butler Avenue and Huntington Drive Fiber Optic Communications project.

RECOMMENDED ACTION:

1) Approve the construction contract with Contractors West in the amount of $546,739.50 (includes a $30,000 contract allowance) and a contract time of 180 calendar days.
2) Approve Change Order Authority to the City Manager in the amount of $51,673.95 (10% of contract amount, less allowance).
3) Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Airport Wildlife Hazard Assessment and Wildlife Management Plan

RECOMMENDED ACTION:

Approve the contract in the amount of $113,329 with Coffman and Associates to perform a Wildlife Assessment and updated Wildlife Hazard Management Plan with the City of Flagstaff for the Flagstaff Airport.

F. **Consideration and Approval of Final Plat** request by Capstone Homes, on behalf of Pinnacle Devco Ltd., for the subdivision of approximately 6.74 acres into 49 single-family residential townhouse lots located at 3215 S Hannah Lane within the Medium Density Residential (MR) zone.

RECOMMENDED ACTION:

Staff recommends approving the final plat and authorizing the Mayor to sign both the final plat and City/Subdivider Agreement when notified by the Inter-Department Staff (IDS) that all conditions have been met and documents are ready for recordation.

G. **Consideration and Approval of Map of Dedication** request by Gammage & Burnham PLC, on behalf of Core Campus Flagstaff, LLC, for the dedication of necessary easements and right-of-way associated with the development of a 198 dwelling unit mixed-use multi-family development on approximately 2.43 acres located at 23 S Mikes Pike within the T4 Neighborhood 1 - Open (T4N.1-O) and T5 Main Street (T5) transect zones.

RECOMMENDED ACTION:

Staff recommends the approval of the map of dedication and the authorizing of the Mayor to sign the map of dedication when notified by the Inter-Division Staff (IDS) team that all conditions have been met and documents are ready for recordation.

H. **2016 City Manager Excellence Awards**

RECESS

6:00 P.M.

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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11. **ROLL CALL**

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MAYOR NABOURS
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COUNCILMEMBER PUTZOVA

12. **PUBLIC PARTICIPATION**

13. **CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

14. **PUBLIC HEARING ITEMS**

A. **Public Hearing, Consideration and Adoption of Resolution No. 2016-31:** A resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 by amending Chapter 3 to change the categories of Major Plan Amendments and establishing an effective date.

RECOMMENDED ACTION:

1) Open Public Hearing
2) Review Substantive Changes listed in Attachment #3 and take any additional public comment
3) Close Public Hearing
4) Read Resolution No. 2016-31 by title only
5) Adopt Resolution No.2016-31

15. **REGULAR AGENDA**

A. **Consideration and Approval of Leasing Options:** at the Business Accelerator.

RECOMMENDED ACTION:

Approve leasing options at the Business Accelerator to increase tenant occupancy.

16. **DISCUSSION ITEMS**

17. **FUTURE AGENDA ITEM REQUESTS**

After discussion and upon agreement by a majority of all members of the Council, an item will be moved to a regularly-scheduled Council meeting.

18. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

19. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2016.

_____
Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/16/2016
Meeting Date:	12/06/2016

TITLE:

Consideration of Appointments: Beautification and Public Art Commission.

RECOMMENDED ACTION:

Make two appointments to terms expiring June 2018.

Executive Summary:

The Beautification and Public Art Commission consists of seven citizens, and recommends expenditures from the BBB beautification fund and public art portion of the BBB arts and science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, facilities, streetscapes, gateways, the purchase and installation of public art projects within beautification projects, property acquisition for beautification and/or public art projects, and neighborhood-initiated projects, to mention a few.

There are currently two vacant seats available and the Commission has been having some difficulty obtaining the needed quorum for their meetings. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are two applications currently on file, they are as follows:

Andres Adauto (new applicant)
Anthony Garcia (new applicant)

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

Council Appointment Assignment: Councilmember Putzova and Councilmember Brewster

Financial Impact:

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

Policy Impact:

None

Connection to Council Goal and/or Regional Plan:

There is no Council goal that specifically addresses appointments to boards and commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

The City Council recently took action to eliminate the specialty designations associated with the Beautification and Public Art Commission.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: BPAC Authority

CHAPTER 2-14
BEAUTIFICATION AND PUBLIC ART COMMISSION

SECTIONS:

2-14-001-0001 CREATION OF COMMISSION:
2-14-001-0002 COMPOSITION AND TERM OF OFFICE:
2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:
2-14-001-0004 ORGANIZATION:
2-14-001-0005 MEETINGS:
2-14-001-0006 DUTIES:

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the beautification and arts and sciences portions of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues.

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art. (Same meaning as set forth in Section 3-06-001-0001.)

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City (same meaning as set forth in Section 3-06-001-0001). (Ord. 1580, Enacted, 08/02/1988; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-07, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of seven (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member’s term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms. (Ord. 1580, Enacted, 08/02/1988; Ord. 1674, Amended, 09/18/1990; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-04, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation. (Ord. 1580, Enacted, 08/02/1988)

2-14-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive

terms as Chairperson. The Council representative shall not be eligible for the Chair. (Ord. No. 1580, Enacted, 08/02/1988)

2-14-001-0005 MEETINGS:

A. The Commission shall hold at least one (1) regular meeting per month, which shall at all times be open to the public; the time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

B. A quorum consisting of a minimum of four (4) voting members of the Commission shall be required to conduct business. (Ord. 1580, Enacted, 08/02/88; Ord. 2006-15, Amended, 05/16/2006; Ord. 2016-30, Amended, 07/05/2016)

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

A. The Commission shall be responsible for preparing a Five (5) Year Plan. The Five (5) Year Plan shall be used as a guideline for future programs. Said Plan shall be presented to the Council prior to April 1st of each year.

B. Develop and present to City Council an Annual Plan outlining the Commission's program recommendations for the upcoming fiscal year. Said plan shall be presented to the Council prior to April 1st of each year.

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;
2. Purchase, removal or modification of billboards and nonconforming signs;
3. Beautification of buildings and facilities, streetscapes and gateways;
4. Purchase and installation of public art projects;
5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.
2. Determining the artist selection method and writing the call to artists for public art projects.
3. Evaluating public art proposals for recommendation to the City Council.
4. Facilitating display of local art in public facilities.

E. With respect to the arts and science portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the

Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.

2. Developing, acquiring and distributing material to promote arts and science.

3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.

4. Retaining of appropriate staff to implement approved programs.

F. Perform those additional duties as determined by the City Council, related to the Beautification and Public Art Commission. (Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006; Ord. 2015-22, Amended, 01/05/2016)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/16/2016
Meeting Date:	12/06/2016

TITLE:

Consideration and Action on Liquor License Application: Cecily Clift-Maniaci, "Toasted Owl Cafe", 5200 E. Cortland Blvd., Suite B1-3, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Toasted Owl Cafe currently has a location in Flagstaff, this will be a second location. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions are currently reviewing the application; their final reports will be submitted with the final agenda.

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is January 2, 2017.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on November 16, 2016. No written protests have been received to date.

Attachments:

Toasted Owl - Letter to Applicant
Hearing Procedures
Series 12 Description
Toasted Owl - Map

OFFICE OF THE CITY CLERK

November 23, 2016

Toasted Owl Cafe
Attn: Cecily Clift-Maniaci
12 S. Mikes Pike
Flagstaff, AZ 86001

Dear Ms. Clift-Maniaci:

Your application for a new Series 12 liquor license for Toasted Owl Cafe at 5200 E. Cortland Blvd., Suite B1-3, was posted on November 16, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 6, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on December 6, 2016 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

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

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

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

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

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

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

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

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

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

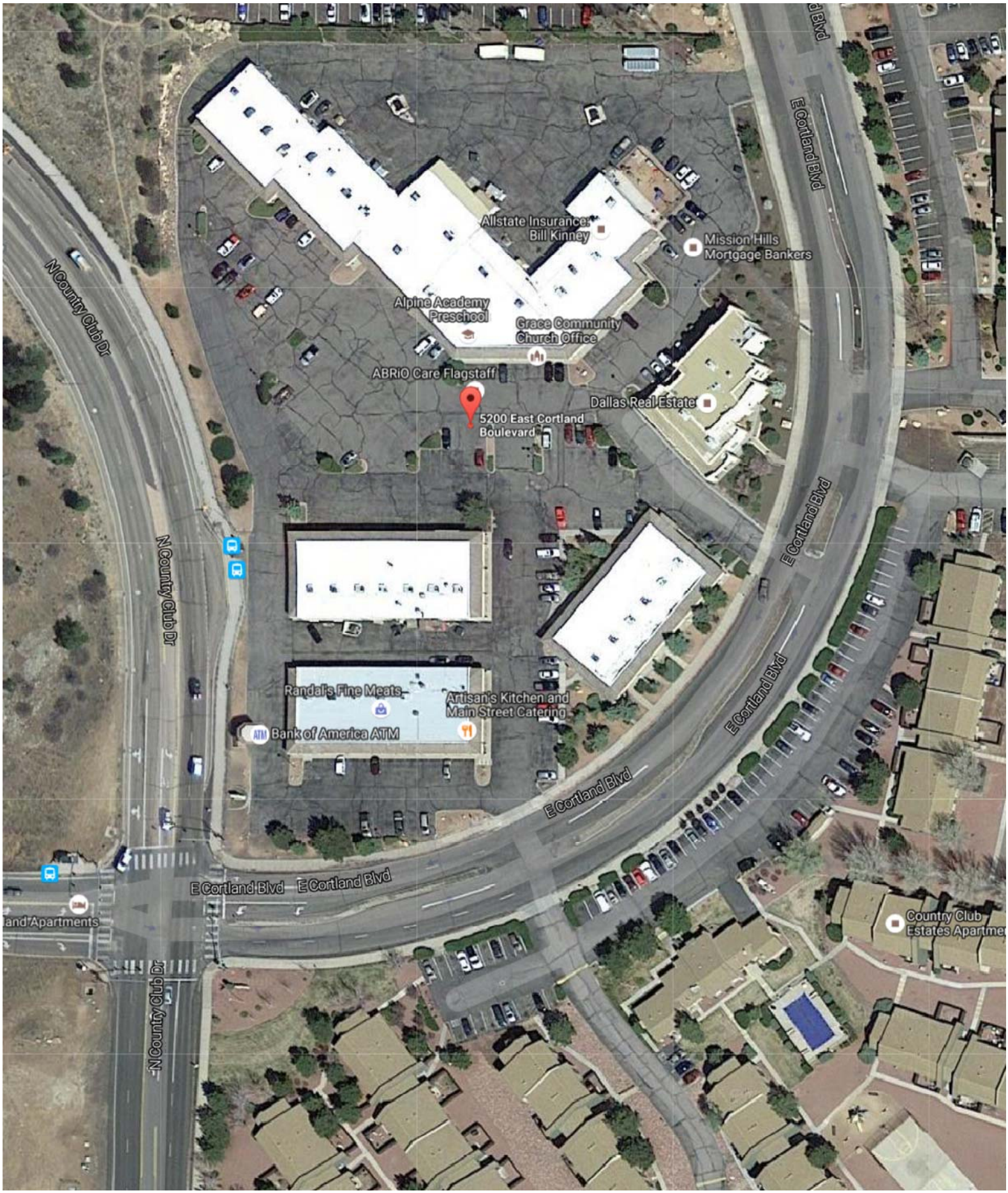
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

Google Maps 9644IGsvxperh$Fpzh



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/16/2016
Meeting Date:	12/06/2016

TITLE:

Consideration and Action on Liquor License Application: Douglas Koch, "Denny's", 2306 E. Lucky Ln., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Denny's is an existing restaurant that currently has a series 7 (beer and wine bar) liquor license, they are converting to a restaurant license. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions are currently reviewing the application; their final reports will be submitted with the final agenda.

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is December 31, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on November 16, 2016. No written protests have been received to date.

Attachments:

Denny's - Letter to Applicant
Hearing Procedures
Series 12 Description
Denny's - Map

OFFICE OF THE CITY CLERK

November 23, 2016

Denny's
Attn: Douglas Koch
101 E. Hopi Dr.
Holbrook, AZ 86004

Dear Mr. Koch:

Your application for a new Series 12 liquor license for Denny's at 2306 E. Lucky Lane, was posted on November 16, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 6, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on December 6, 2016 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

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

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

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

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

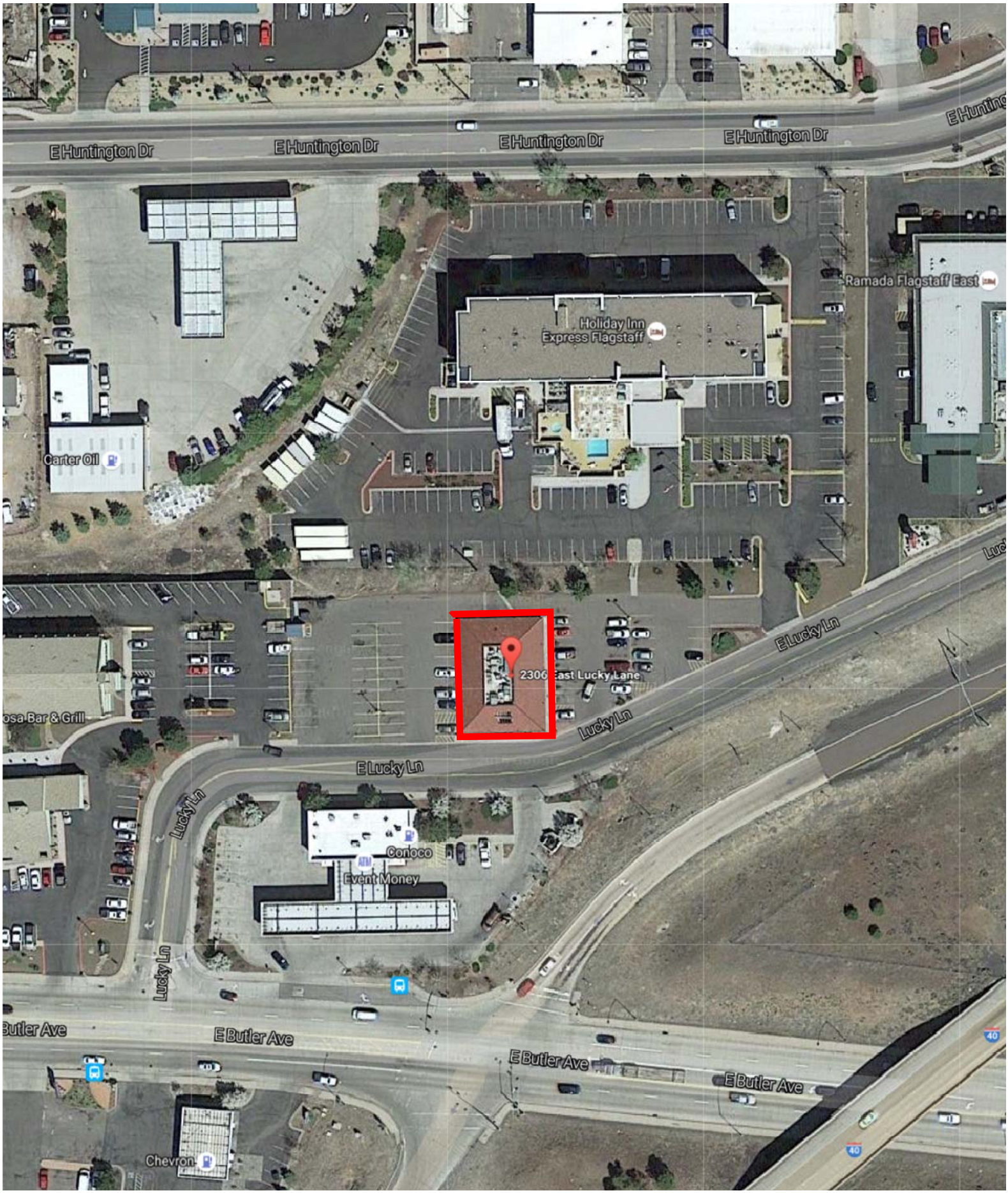
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

Google Maps 674:IPygo}$Pr



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	11/16/2016
Meeting Date:	12/06/2016

TITLE:

Consideration and Action on Liquor License Application: Douglas Koch, "Denny's", 4650 N. Highway 89, #C32, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Denny's is an existing restaurant that does not currently have a liquor license. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions are currently reviewing the application; their final reports will be submitted with the final agenda.

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is December 30, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on November 16, 2016. No written protests have been received to date.

Attachments: Denny's - Letter to Applicant
Hearing Procedures
Series 12 Description
Denny's - Map

OFFICE OF THE CITY CLERK

November 23, 2016

Denny's
Attn: Douglas Koch
101 E. Hopi Dr.
Holbrook, AZ 86004

Dear Mr. Koch:

Your application for a new Series 12 liquor license for Denny's at 4650 N. Highway 89, #C32, was posted on November 16, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 6, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on December 6, 2016 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

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

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

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

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

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

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

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

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

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

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7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

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The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

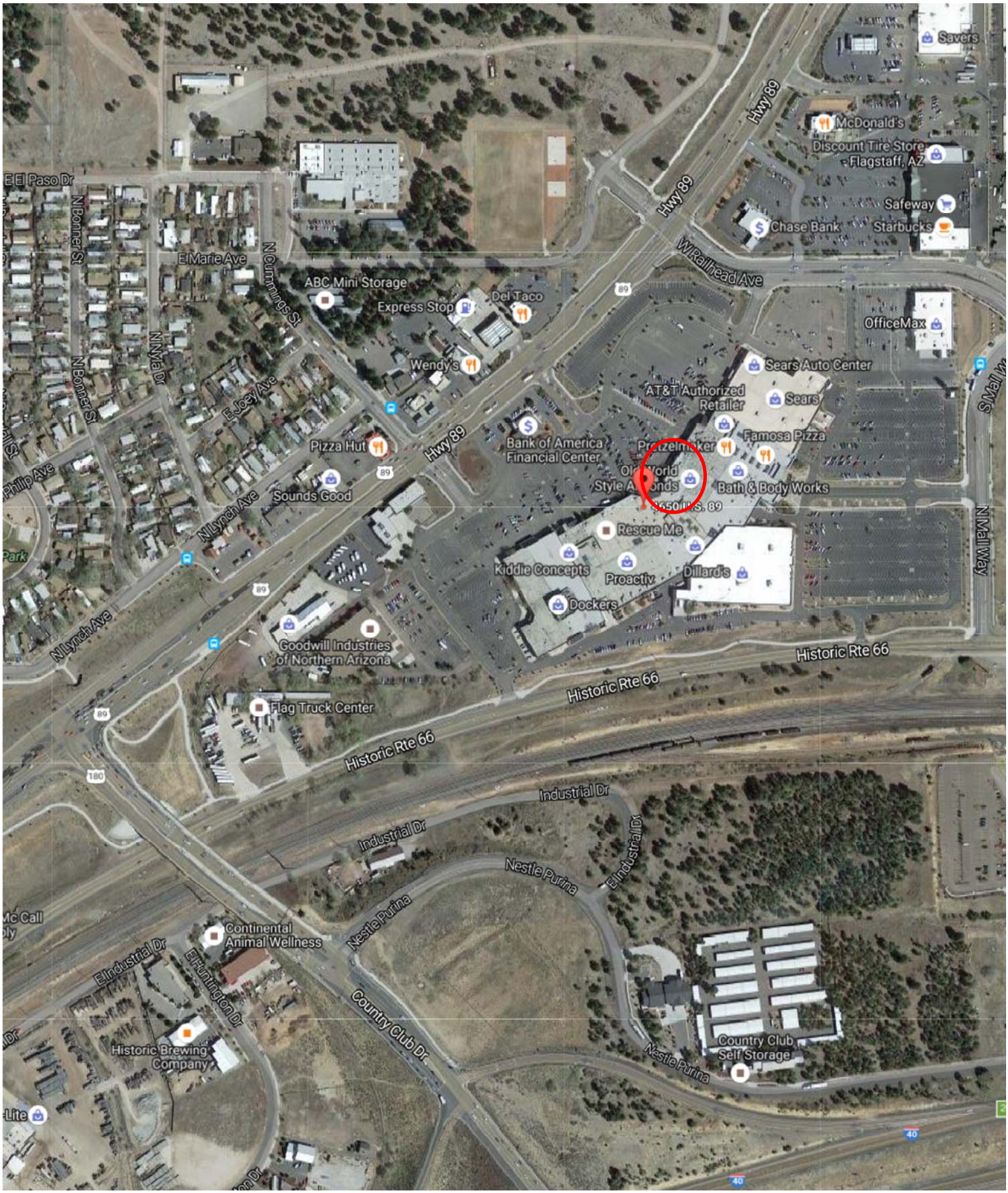
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

Google Maps 8:94$YW1<=



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Claire Harper, Recreation Supervisor
Co-Submitter:	Rebecca Sayers
Date:	11/17/2016
Meeting Date:	12/06/2016

TITLE:

Consideration and Approval of Street Closure(s): New Year's Eve Safety Street Closure

RECOMMENDED ACTION:

Approve the street closure at Aspen Avenue (between San Francisco Street and Beaver Street) and Leroux Street (between Route 66 and Birch Avenue) on December 31, 2016 at 8:00 PM to January 1, 2017 at 1:00 AM.

Executive Summary:

Special events are important to our community. They bring excitement to the City and enhance the quality of life. If done correctly by addressing parking, trash, noise, and congestion, a community event street closure has the potential to enhance business in the surrounding area.

As a courtesy, the Office of Community Events produces a monthly newsletter for downtown residents and business owners to inform them of upcoming City Council meetings, street closures, and events downtown and in Heritage Square.

Financial Impact:

Street closures change traffic patterns for local businesses and may have the potential to affect sales. The cost of the traffic control barricades for the street closure is approximately $700 and is budgeted in account 001-06-156-0583-5-4245.

Policy Impact:

No policy impacts.

Connection to Council Goal and/or Regional Plan:

No connection to a Council goal.
REGIONAL PLAN:
Economic Development:
Goal ED.3. Regional economic development partners support the startup, retention, and expansion of existing business enterprises.
Goal ED.6. Tourism will continue to provide a year round source for the community, while expanding specialized tourist resources and activities.
Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver.

Has There Been Previous Council Decision on This:

City Council has approved this request in previous years.

Options and Alternatives:

A) Approve as recommended.
B) Direct staff to address the New Year's Eve downtown celebration in a way other than a street closure
C) Deny the request to close the proposed downtown streets. While this would not impede traffic flow in the north downtown area, it would would restrict pedestrian traffic to the sidewalks and Heritage Square. With the large number of participants expected, this may force participants onto unsecured streets.

Background/History:

New Year's Eve festivities have become increasingly popular, drawing thousands of people to the downtown area. Starting in 2009, the City initiated safety street closures to help ensure the safety of the public during the New Year's Eve events. The Pinecone Drop and the fireworks display occur at both 10:00 PM and 12:00 AM. The Flagstaff Police Department agrees it is important to close the street for safety reasons at 8:00 PM. Barricades will be provided and placed by Action Barricade Company and the Flagstaff Police Department will begin to take them down at 1:30 AM.

Key Considerations:

Street closures on one-way streets in the north downtown area are only permitted by City Council action under the special events rules and regulations. Leroux Street is a two-way street and its closure is allowable under the current special event permit guidelines.

Expanded Financial Considerations:

Street closures change the traffic patterns for local businesses and may have the potential to affect sales. The cost for the barricades is approximately $700; this is a budgeted expense.

Community Benefits and Considerations:

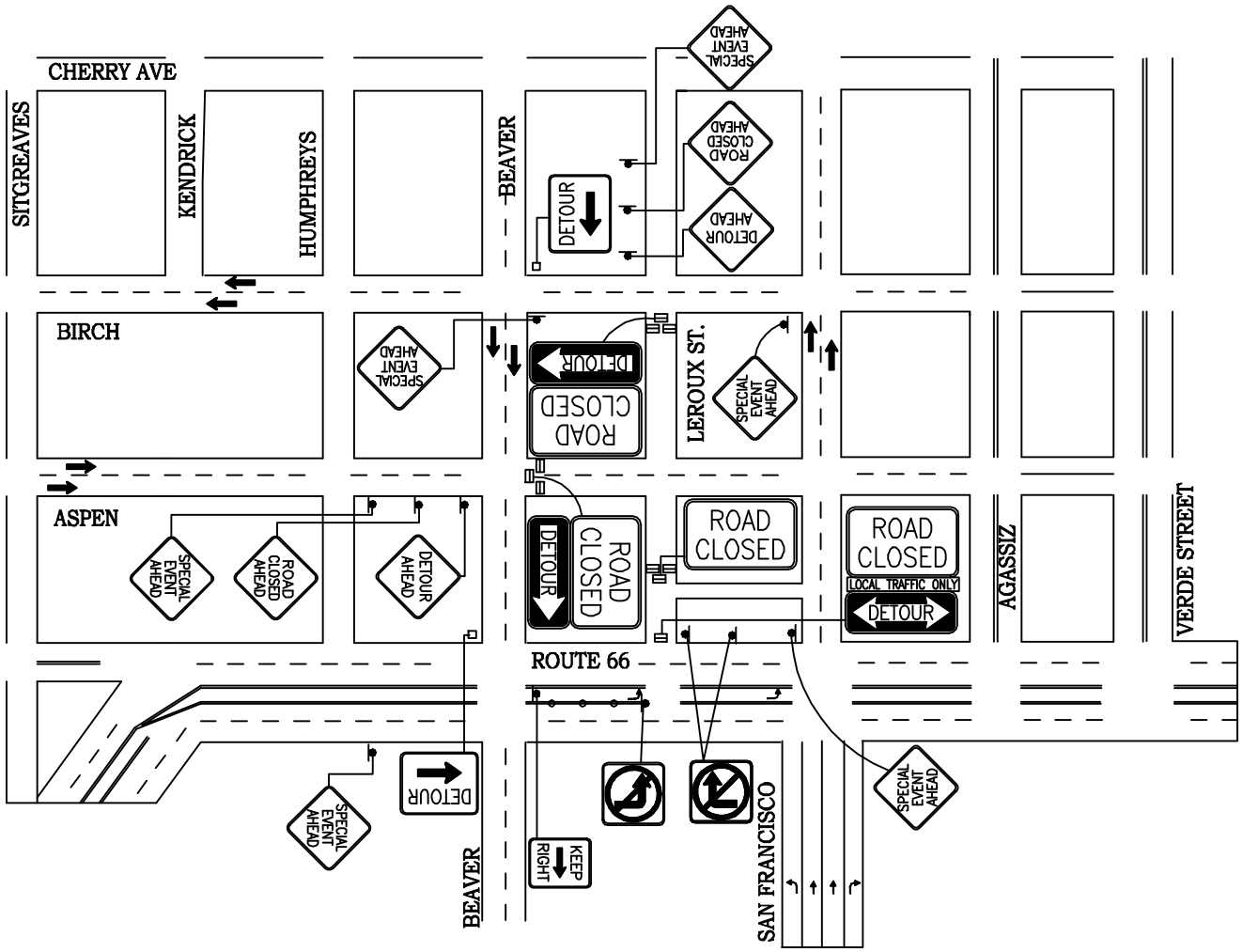
Provide a safe space for families and participants to celebrate the new year.

Community Involvement:

Inform: The City Council meeting date and time will be included in the December issue of the Downtown newsletter.

Attachments: Traffic Control Plan

REVISION:
D
REV DATE: 11/17/16
POSTED SPEED LIMIT 30



TCP APPROVED BY:_____ DATE:_____

LEGEND

- =ARROWBOARD
- =HIGH-LEVEL
- =SIGN STAND
- =VERTICAL PANEL
- =CONE
- =TYPE-1
- =TYPE-2
- =TYPE-3
- =EXISTING

Action Barricade Co. LLC.

DRAWN BY:
EDDIE ALMARAZ, T119737
DATE CREATED: 09/04/14

Reviewed by:_____ —/—/—
–Action Employee– Date

General Operations Manager:
John Ledbetter Jr.
Office: 602-288-6350
TCP Fax: 602-288-6361
Dispatch: 602-288-6363
24 Hours: 602-920-4652

SIGN SIZE:
48"X48"____ 36"X36"_X_

NOTES: PLAN IS NOT TO SCALE
This is a vehicular and/or pedestrian plan only. Pedestrian access shall be maintained if possible. All applicable equiptment shall have sandbags and flags. This traffic control plan is for day and/or night time use. Business and local traffic shall be maintained when possible. Bump signs shall be placed in front of ALL steel plates in the roadway. Conflicting existing signs shall be covered for temporary traffic control. Equipment list is approximate, plan is subject to changes made in the field.

TCP NAME: 090414-001 (D)

MUNICIPAL:
CITY OF FLAGSTAFF

LOCATION:
ASPEN AVE. & LEROUX ST.

TYPE OF SET-UP:
NEW YEAR'S EVE EVENT

START DATE: 12/31/16 END DATE: 01/01/17

CONTRACTOR:
CITY OF FLAGSTAFF

CONTACT NAME:
CLAIRE HARPER

CONTRACTOR'S NUMBER: 928-213-2311

CONTRACTOR'S FAX: 928-556-1226

WORK HOURS: 2000-0100

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ryan Roberts, Utilities Engineering Manager

Co-Submitter: Brad Hill

Date: 10/04/2016

Meeting Date: 12/06/2016

TITLE:

Consideration and Approval of Contract: Red Gap Ranch Pipeline Feasibility Study – Approve Change Order No. 7 to Jacobs Engineering Project Contract

RECOMMENDED ACTION:

Approve Change Order No. 7 with Jacobs Engineering in the amount of $470,759 and extend the contract by 182 calendar days. The current contract completion date is September 30, 2017. Acceptance of this change order #7 will approve a new completion date of March 31, 2018

Executive Summary:

Red Gap Ranch Pipeline Project – Contract Scope, Fee, and Schedule Adjustments (Proposed Change Order No. 7). This Change Order will increase the JACOBS Engineering contract by $470,479 to a total of $2,470,184. There are multiple reasons for the increased additional funding. The project was put on-hold in 2009 and costs and fees of JACOBS and their sub-consultants have increased over the following 7 years. During this intervening time, JACOBS conducted out-of-scope work associated with the ADOT I-40 Intergovernmental Agreement that was adopted by Council in January 2016. Environmental clearances need to be re-done including a new requirement for a full-time archeologist to monitor field activities. The scopes of work associated with the remaining tasks needed to be revised to meet the overall project goals, new or redefined agency requirements and lastly the desire to reintroduce the Phase 3 tasks that were previously eliminated.

Financial Impact:

This pipeline design feasibility study project is funded from water capacity funds (100%). Funding for this additional scope of work is available within the Water Enterprise Fund account # 202-08-370-3198 due to a well development capital project associated with the Public Works yard to b completed next fiscal year. The water capacity fund is dedicated for capital projects involving growth and development of future water resources for the City Utilities Division.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:
1) Ensure Flagstaff has a long-term water supply for current and future needs
2) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
3) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

Has There Been Previous Council Decision on This:

Yes, the original contract with Jacobs Engineering was approved on July 16, 2008 in the amount of $1,999,425on June 3, 2008 (Item 7K) in the amount of $1,999,425.

Options and Alternatives:

1. Approve the Change Order as recommended which would satisfactorily complete the project.
2. Reject the Change Order, which will result in the Phase 2 feasibility study and engineering cost estimates to be left unfinished.

Background/History:

As a part of Utilities water resources planning efforts, the need to supplement the City's existing water supplies to meet projected future needs has been identified. These planning efforts identified numerous options to meet this estimated unmet water demand. Red Gap Ranch was identified as one option and the voters approved bonding authority in 2004 and City Council authorized the purchase of the ranch in 2005. The ranch is an 8,500 acre parcel of land located approximately 40 miles east of the City and is intended to be a future source of groundwater supply. The City has performed several hydrogeologic studies at the ranch to determine the potential water supply yield. The Arizona Department Water Resources has approved this groundwater supply as part of the City's Designation of Adequate Water Supply.

The City commissioned this feasibility study in June of 2008 to analyze alternative pipeline alignments to convey water from the ranch to the City. This feasibility study progressed through Phase I and then was placed on hold in 2009 due to negotiations with the Hopi Tribe and the Arizona Department of Transportation (ADOT) regarding right-of-way (ROW) along the selected alignment. The result of these negotiations modified the alignment such that it no longer crosses Hopi lands and is within the ADOT I-40 ROW for approximately 17 miles of the overall pipeline alignment. With a pathway forward for permitting of the preferred alignment, this feasibility study is now proceeding forward towards completion

Attached is the letter request from Jacobs Engineering to City of Flagstaff (City) for approval of Change Order No. 7 for the Red Gap Ranch Pipeline Project. The change order is based on scope and schedule discussions with the City, requirements definition with stakeholder agencies, and scope and fee renegotiations with subconsultant team. Primary work tasks include:

1. Additional Phase II tasks to meet overall project goals
2. Additional Phase II tasks to meet new or redefined agency requirements
3. Reintroducing Phase III tasks that were previously eliminated to partially fund the out-of-scope work related the ADOT I-40 IGA. The primary reasons for these scope and fee changes are as follows:

- Environmental:
- Revising previous work from 7 years ago to current, environmental resource evaluation and site visit to 41 test pit locations and 4 pump station sites, additional full time monitoring at test pit locations and additional public outreach support.
- Surveying: Aerial mapping updates and field services to coordinate with environmental surveys and locate 41 test pits and 4 pump station sites, with careful consideration given to environmental resources, adjacent landowners and boundaries.

4.€Test Pits: Updated geotechnical exploration plan, including backhoe time for excavating the test pits.

5. Energy Sources: Added investigation of natural gas sources for pump stations.

6. Permitting: Added coordination with permitting agencies for final project phases with emphasis on federal and state lands.

7. Outreach Events: Added support for public meetings in the final report phases.

8. Project Management and Fee Escalation: Coordination and project restart for 7 subconsultants, including updated rates for

professional services originally developed in 2008.
(Note: the above work which completes the project though Phase III includes local effort performed by EnviroSystems Management Inc. and The WLB Group Inc. that represents approximately $187,000 or 40 percent of the fee request)

9. Contingency: An account was established to allow for unknowns in the remaining work to be addressed, such as special design requirements and coordination in the ADOT corridor (the current MOU is not specific about what special design provisions ADOT will require).

The contract structure remains “Time and Materials Not to Exceed,” allowing the City to modify Jacobs labor level as needed to complete the final stages of the project.

Community Involvement:

Inform:
A number of presentations were made to the City Council, Water Commission, and several outside groups during this Phase 1 portion of the pipeline alignment feasibility study. There will additional public presentations a meetings associated with remaining Phase2 & 3 tasks.

Expanded Options and Alternatives:

1. Approve the Change Order as recommended.
2. Reject the change Order, which would result in further negotiations with Design Consultant (Jacobs Engineering).

Attachments: Jacobs Engineering RGR Contract,Scope, Fee and Schedule Adjustment 2016-9-28

777 Main St.
Fort Worth, Texas 76102
United States
T +1.817.735.6000
F +1.817.735.6148

September 28, 2016

City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
Attn: Ryan Roberts

Subject: Red Gap Ranch Pipeline Project – Contract Scope, Fee, and Schedule Adjustments (Proposed Change Order No. 7)

Dear Ryan:

The purpose of this letter is to request City of Flagstaff (City) approval of Change Order No. 7 for the Red Gap Ranch Pipeline Project. The change order is based on scope and schedule discussions with the City, requirements definition with stakeholder agencies, and scope and fee renegotiations with our subconsultant team. Primary work tasks include:

- Additional Phase II tasks to meet overall project goals
- Additional Phase II tasks to meet new or redefined agency requirements
- Reintroducing Phase III tasks that were previously eliminated

The primary reasons for these scope and fee changes are as follows:

- Environmental: Revising previous work from 7 years ago to current, environmental resource evaluation and site visit to 41 test pit locations and 4 pump station sites, additional full time monitoring at test pit locations and additional public outreach support.
- Surveying: Aerial mapping updates and field services to coordinate with environmental surveys and locate 41 test pits and 4 pump station sites, with careful consideration given to environmental resources, adjacent landowners and boundaries.
- Test Pits: Updated geotechnical exploration plan, including backhoe time for excavating the test pits.
- Energy Sources: Added investigation of natural gas sources for pump stations.
- Permitting: Added coordination with permitting agencies for final project phases with emphasis on federal and state lands.
- Outreach Events: Added support for public meetings in the final report phases.

- Project Management and Fee Escalation: Coordination and project restart for 7 subconsultants, including updated rates for professional services originally developed in 2008.

  (Note: the above work which completes the project though Phase III includes local effort performed by EnviroSystems Management Inc. and The WLB Group Inc. that represents approximately $187,000 or 40 percent of the fee request)

- Contingency: An account was established to allow for unknowns in the remaining work to be addressed, such as special design requirements and coordination in the ADOT corridor (the current MOU is not specific about what special design provisions ADOT will require).

The contract structure remains "Time and Materials Not to Exceed," allowing the City to modify our level of effort as needed as we progress through these final stages of the project.

We believe the proposed contract scope, fee, and schedule adjustments for Change Order No. 7 will support the successful completion of Phases II and III of the Feasibility Study and the City's goal to move the project forward to the National Environmental Protection Agency (NEPA) permitting, right of way acquisition, and final design phases. The completed Phase I report will remain unchanged, and alignment modifications necessitated by right of way issues will be accounted for in the Phase II report.

Current Contract Budget

Table 1 below provides a summary of the current contract budget through Change Order No. 6, which extended the contract expiration date to September 30, 2017. The total budget is unchanged from the original with funds reallocated among tasks to meet the City's expectations and project needs. The original contract budget included a $70,000 Owner-controlled contingency that was applied to Phase II tasks under two releases to refine the Arizona Department of Transportation (ADOT) alignment for comparison with the Arizona Public Service Co. (APS) alignment and evaluate the southern alignment. The City eliminated the Phase III scope from the original contract reallocating approximately $110,000 of the budget under two releases to Phase II tasks for completion of the southern alignment study, additional ADOT alignment work, and to cover an average 15 percent escalation in our billing rates from the original contract. The remaining $69,942 of the original Phase III budget was placed into a contingency fund for Phase II tasks.

Table 1: Current Contract Budget

Scope Item	Original Contract Budget	Contingency Release No. 1	Contingency Release No. 2	Phase III Reallocation No. 1	Phase III Reallocation No. 2	Current Contract Budget[a]
Phase I Jacobs Labor	$421,535					$421,535
Phase II Jacobs Labor	$543,760	$10,920	$11,200	$24,550	$85,923	$676,353
Phase III Jacobs Labor	$180,415			($24,550)	($155,865)	$0
Subconsultants & Expenses	$783,715	$8,080	$39,800			$831,595
Phase II Contingency					$69,942	$69,942
Owner-Controlled Contingency	$70,000	($19,000)	($51,000)			$0
Total	**$1,999,425**	**$0**	**$0**	**$0**	**$0**	**$1,999,425**

Note:
[a] Current budget through Change Order No. 6

Proposed Contract Budget and Scope

The City's approval of $470,759 is requested for Change Order No. 7 to complete the additional Phase II tasks and reintroduced Phase III tasks for a new contract budget of $2,470,184.This fee is in addition to the $485,596 remaining in the contract budget as of our August 2016 invoice. The added fee includes $30,058 in Owner-Controlled Contingency to increase the total contingency to $100,000, as requested by the City at the August 31, 2016 progress meeting. Table 2 below provides a summary of the proposed budget, which does not include the 5 percent markup on expenses and subconsultants for the remaining Phase II and Phase III work as allowed in the consulting contract (Jacobs proposes this measure to help conserve cost to complete). Details of the scope of services are provided in the sections below.

Table 2: Proposed Contract Budget

Scope Item	Current Contract Budget[a]	Budget Remaining[b]	Proposed Change Order No. 7	Proposed Contract Budget
Phase I Jacobs Labor	$421,535	$0	$0	$421,535
Phase II Jacobs Labor	$676,353	$137,344	$122,640	$798,993
Phase III Jacobs Labor	$0	$0	$92,530	$92,530
Subconsultants & Expenses	$831,595	$278,310	$225,531	$1,057,126
Phase II Contingency	$69,942	$69,942	$0	$69,942
Owner-Controlled Contingency	$0	$0	$30,058	$30,058
Total	**$1,999,425**	**$485,596**	**$470,759**	**$2,470,184**

Notes:
[a] Current budget through Change Order No. 6
[b] Budget remaining as of August 2016 invoice

The accompanying fee estimate and scope of services for proposed Change Order No. 7 are based on the work breakdown structure presented in the original scope. For the remaining Phase II and III services, we are proposing to consolidate, manage, and invoice the work under the following four task codes:

- PH2 – Pipeline Conceptual Design & Facility Location
- PH3 – Final Feasibility & Design Report
- SUB – Subconsultant fees
- EXP – Direct expenses (reimbursables)

The use of fewer codes will lend itself to a more efficient overall management process.

Phase II Jacobs Labor

The Phase II work that will be accomplished for the remaining budget of $137,344 and proposed fee of $122,640 for Change Order No. 7 includes a preliminary evaluation of water treatment needs as well as more in-depth evaluation of ROW, geotechnical, biological, cultural, drainage, topographic, electrical, and instrumentation accommodations for the preferred alignment alternative selected during Phase I. Phase II will conclude with production of a Draft Preliminary Pipeline, Booster Pump and Reservoir Feasibility Technical Memorandum. The document will conform to USBR guidelines and address feasibility level aspects of the conveyance system alignment, sizing, and materials selection. The fee also includes restart efforts and management, coordination, and engineering associated with the additional subconsultants' tasks described below.

The restart effort began in earnest in April 2016 following a seven-year hiatus that allowed the City to address alignment issues with various stakeholders. Tasks included scope and fee development with our subconsultants from April through August 2016 to define a clear path forward to complete the work. Efforts also included biweekly meetings with the City to revisit and redefine, where appropriate, the project requirements and to keep the City apprised of the rescoping progress. The labor associated with these restart tasks was billed at the current billing rates presented in our August 7, 2014 letter.

Restart efforts also included extensive coordination with the United States Bureau of Reclamation (USBR), Arizona Department of Transportation (ADOT), Arizona State Land Department (ASLD), and Coconino National Forest (CNF) to confirm and in some instances define the deliverable and permit requirements for the remaining work. Based on conversations with USBR, we believe the current Phase II report outline is responsive to their standards. This should eliminate the need for customization of the report to comply with USBR standards in Phase III that was included in the original scope. Additional permit requirements were identified by ADOT, ASLD, and CNF for

field investigations that impact both subconsultants' fees and the project schedule as discussed in subsequent sections.

Following approval of Change Order No. 7, which is anticipated by October 31, 2016, work will resume on Phase II tasks. The new rate schedule below, which reflects a 3.6 percent average increase from the billing rates presented in our August 7, 2014 letter, will apply to this work. The new rates will be valid for project work through March 31, 2018, which is approximately three months beyond the anticipated delivery of the Phase III final report in December 2017 as discussed below in the Contract Time and Schedule section.

Table 3: Unit Rates

Title	New Rates (2016)	Current Rates (2015)
Project Director, Project Manager, QA/QC Manager	$250	$240
Senior Technical Advisor - USBR, Treatment	$235	$230
Cost Estimating Manager, GIS Manager, Engineer V	$195	$190
Task Lead II, Engineer IV, Lead Estimator	$180	$175
Engineer III	$170	$165
Project Controls Manager, Engineer II	$145	$140
Task Lead I, Deputy Project Manager	$155	$150
Estimator	$135	$130
Senior Project Coordinator	$105	$100
Engineer I, Senior Designer, Website Applications	$115	$110
EIT	$95	$90
CAD Technician, GIS Technician, Administrative Assistant	$80	$75

Note: Rates are valid through March 31, 2018, and subject to adjustment thereafter.

Phase III Jacobs Labor

At the City's request, we are reintroducing Phase III Tasks that were previously eliminated from the original scope by the City. These tasks focus on public outreach efforts and incorporating the associated comments into a final report. As discussed in the previous section, the Phase II Report will be customized to be responsive to USBR standards, thereby eliminating the need for the same work that was included in the original Phase III Task 3.1 scope. The Jacobs labor fee for Phase III tasks is $92,530, which reflects the new labor rates discussed above.

Subconsultants and Expenses

The proposed combined total for subconsultants for Change Order No. 7 is $225,531 for a proposed total subconsultant budget of $1,057,126. The 5 percent markup on subconsultants' fees and Jacobs' direct expenses per the original Contract will not be charged for the remaining Phase II and III work. The table below provides a summary of the subconsultants' fee estimates to complete the project based on our scope renegotiation efforts.

Table 4: Subconsultants and Expenses

Item	Current Contract Budget[a]	Adjusted Budget Remaining[b]	Proposed Change Order No. 7	Proposed Contract Budget
Cooper Aerial Surveys Co.	$40,961	$24,496	($10,246)	$30,715
EIC Engineers, LLC	$91,967	$54,761	$7,633	$99,600
EnviroSystems Management, Inc.	$116,600	$39,857	$116,033	$232,633
Ninyo & Moore	$66,400	$22,280	$36,120	$102,520
Schiff Associates[c]	$19,670	$15,280	($15,280)	$4,390
Tierra Right of Way Services[d]	$44,120	$0	$0	$44,120
WLB Group, Inc.	$276,229	$59,727	$70,568	$346,797
Expenses	$175,648	$50,964	$20,700	$196,648
Total	**$831,595**	**$267,365**	**$225,531**	**$1,057,126**

Notes:
[a] Current budget through Change Order No. 6
[b] Budget remaining as of August 2016 invoice
[c] Remaining Phase II services will be provided by Jacobs and Ninyo & Moore
[d] Services are no longer required

Cooper Aerial Surveys Co.'s (Cooper's) fee to complete the remaining Phase II work is $14,250.00, which is $10,246.00 less than their remaining budget. This fee reduction is due to Cooper's efficiency during Phase I and the fact that the aerial imagery taken during this Phase includes the new Segment 1 alignment along the I-40 right-of-way. In addition, Cooper took the initiative during the scope and fee renegotiation process to identify surface features for WLB's use in estimating the level of effort needed to verify the aerial target locations.

EIC Engineers LLC's (EIC's) fee to complete the remaining work is $7,663 in addition to the budget remaining. This fee increase is for the additional tasks requested by the City including review of the microwave option for communication between the City's central communication center and the four proposed pump stations, evaluation of Arizona Public Service's electric power availability as an energy source option for the proposed pump stations in the new Segment 1 alignment along the I-40 right-of-way, and evaluation of Southwest Gas Corporation's natural gas availability as an energy source option for proposed pump stations. The fee also reflects descoping of the second helicopter tour (Task 2.3) and corresponding fee elimination.

EnviroSystems Management Inc.'s (ESM's) fee to complete the remaining work is $116,033 in addition to the budget remaining. This fee increase is primarily due to agency permitting requirements, reintroduction of Phase III tasks that were previously eliminated by the City, and labor rate escalation. According to the permitting agencies, the environmental work previously conducted to support permitting for geotechnical investigations at the test pits and pump station locations in Segments 2 and 3 is no longer valid due to the seven-year time lapse. This work must be re-performed along with the additional work for the test pits and pump stations located in the new Segment 1 alignment along the I-40 right-of-way. Based on the coordination that we have

performed with the permitting agencies to date, we expect full-time archaeological monitoring and documentation of field geotechnical test pit activities to be required in order to obtain permits for this activity. The fee increase also includes reintroduction of the Phase III public outreach task at the City's request. Lastly, ESM applied an annual average labor escalation of approximately 5 percent that accounts for approximately $25,000 of the fee increase.

Ninyo & Moore's (NAM's) fee to complete the remaining work is $36,120 in addition to the budget remaining. This fee increase is primarily due to including the cost for 10 working days of backhoe and operator time to perform the excavations for 41 test pits at the City's request and performing field resistivity testing that was part of Schiff Associates' (Schiff's) original scope. Labor rate escalation is also included.

Schiff provided $4,390 of corrosion protection related services in support of the Phase I and early Phase II efforts. They were acquired by HDR Engineering, Inc. in 2011. Their remaining budget of $15,280 will be reallocated to NAM to perform field resistivity testing that was part of Schiff's original scope. Jacobs will interpret test results, provide cathodic protection recommendations, and develop cost estimates for facilities using funds from the remaining budget for Phase II Jacobs Labor.

Tierra Right of Way Services provided technical assistance with land ownership along the pipeline alignment in support of the Phase I and early Phase II efforts. Based on a review of the property information collected as part of these efforts and usable information on ownership updates available from the City, the City decided that additional assistance is not required to complete the project. There are no funds remaining in their original budget. Land costs will be escalated to 2017 dollars for the draft and final reports with final property research to be conducted during design phase.

WLB Group Inc.'s (WLB's) fee to complete the remaining work is $70,568 in addition to the budget remaining. The fee increase is primarily due to including the cost to perform field survey and data analysis of photographic identifiable field points to ground truth the aerial mapping and surveying of the 41 geotechnical test pit locations. Surveying and staking of the test pit locations is included to make certain field activities are not performed on HOPI land or other private property and for coordination with the environmental field work to avoid impacting environmental resources. Coordination is also included for the utility locates and execution of the geotechnical field activities. Labor rate escalation is also included.

Jacobs' additional expenses of $20,700 to complete the remaining work in addition to the budget remaining include travel costs for three additional meetings with the City in Flagstaff. Up to two staff will attend each single day meeting that includes an overnight stay. The fee also reflects descoping of the second helicopter tour (Task 2.3).

Phase II Contingency

The Phase II Contingency budget of $69,942 will remain intact to be used at the City's discretion for unplanned tasks, as requested by the City at the August 31, 2016 progress meeting

Owner-Controlled Contingency

The change order fee includes $30,058 in Owner-Controlled Contingency to increase the total project contingency to $100,000, as requested by the City at the August 31, 2016 progress meeting. The City may elect to use the funds at their discretion to provide the ability to expedite approval of unplanned tasks. Tasks may include such items as:

- Supplemental work needed to obtain agency permit approval for unknown field conditions
- Enhanced public outreach efforts
- ADOT additional design coordination associated with established MOU
- Potential canyon crossing alternative development (e.g. pipe bridges)
- Additional analysis of a portion of the alignment (e.g., Turkey Hills alignment)

Contract Time and Project Schedule

The current contract completion date is September 30, 2017 per Change Order No. 6. We are proposing a new completion date of March 31, 2018 to accommodate the following anticipated schedule:

- City approval of Change Order No. 7 – October 31, 2016
- Phase II Investigations – November 2016 thru January 2017
- Phase II Report Development – February through September 2017
- Phase III Report Development – October through December 2017
- Project Closeout – January through February 2018

The intent of the proposed March 31, 2018 completion date is to provide sufficient time for project closeout following delivery of the final report to the City in December 2017.

Summary

We believe Change Order No. 7 provides a clear path forward to complete the Feasibility Study and deliver the information necessary to satisfy the needs of the City, agencies, and community. We appreciate your support during the restart efforts over the past several months and the continued opportunity to assist the City with moving the project forward to completion.

Thank you for your consideration of this request.

Sincerely,

Douglas L. Smith, P.E.
Senior Project Manager

Enclosures

cc: City of Flagstaff – Brad Hill
Jacobs –Jeff Miner, Phil Sack

Scope of Work

Summary

As a part of the City of Flagstaff's (City's) water utility planning efforts, the need to supplement the City's water supply profile to meet their projected needs in the year 2050 was identified. The result of this planning effort was the City's purchase of Red Gap Ranch that is intended to provide groundwater to the City to meet the projected demand. The ranch is an 8,500 acre parcel of land located approximately 40 miles east of the City. At this time, the City has performed a hydrogeologic study of the groundwater at the ranch to determine the potential groundwater yield. The City also commissioned this feasibility study in July of 2009 to analyze alternative pipeline alignments to convey water from the ranch to the City. This feasibility study progressed through Phase I and then was placed on hold due to negotiations with the Hopi Indian Tribe and the Arizona Department of Transportation (ADOT) to determine a path forward for the permitting of the pipeline along the selected alignment. The result of these negotiations modified the alignment such that it no longer crosses Hopi lands and is within the ADOT I-40 right-of-way (ROW) for approximately two thirds of the overall pipeline alignment. With a pathway forward for permitting of the preferred alignment, this feasibility study is now proceeding forward towards completion.

The scope of work has been divided into three phases as described below:

Phase I was originally scoped to include the analysis of up to four (4) alignment alternatives. The effort expended included the analysis of nine (9) alignment alternatives, as selected by the City at the project kickoff meeting and during the course of the Phase I work. Phase I concluded with the production of a Pipeline Alignment Technical Memorandum and selection of a single preferred pipeline alignment. The alignment that was selected as the preferred alternative begins at the City's Red Gap Ranch property, parallels ADOT I-40 west to the Twin Arrows and I-40 Interchange, then parallels Coconino National Forest (CNF) Road 4 to the Winona and I-40 interchange, then parallels the Townsend Winona Road to its intersection with the Arizona Public Service Co. (APS) easement. At this intersection, the alignment parallels the APS easement over Turkey Hills and terminates near the City's Wildcat Wastewater Treatment Facility. Overall the selected alignment is approximately 40 miles in length, conceptually includes four booster pump stations, a water treatment facility and has approximately 2,000 feet of elevation relief from its beginning to its end.

Phase II will build on the preferred alignment alternative selected during Phase I and will include a preliminary evaluation of water treatment needs as well as more in-depth evaluation of ROW, geotechnical, biological, cultural, drainage, topographic, electrical and instrumentation accommodations for the single selected alignment. Phase II will conclude with production of a Preliminary Pipeline, Booster Pump and Reservoir Feasibility Technical Memorandum. The report will conform to USBR guidelines and address feasibility level aspects of the conveyance system alignment, sizing, and materials selection as defined herein.

Phase III will consist of gathering all of the information and results of evaluations performed during the first two phases of the project into a final Feasibility and Design Report. This Feasibility and Design Report is not intended to comply with the National Environmental Permitting Agency (NEPA) requirements for the permitting and construction of the proposed facilities. Furthermore work associated with the NEPA process for the permitting and construction of the facilities are specifically excluded from this scope of work.

Our approach to the completion of this scope of work is based upon the execution of work tasks in a logical manner that build upon each other to provide adequate information at key milestones that facilitate discussions and drive project decisions. Throughout this scope of work a series of tasks are described which frame the work activities that will be completed. Specific tasks have been allocated for information gathering, evaluation, workshops and public outreach events, which signify several milestones of the project. A workshop is an event wherein the consultant team and City staff meet to discuss project progress, set criteria for upcoming analyses, share results, and exchange ideas. Specific workshops are identified at key milestones; however, it is anticipated informal consultant/City meetings will occur on an ongoing basis throughout the project duration. A public outreach event may take the form of an open-house to discuss project specifics with the public to increase awareness. Public outreach may also constitute meetings with the Flagstaff Water Commission and/or Flagstaff City Council to present report findings. The exact timing and discussion topics for each public outreach event will be defined with the City's input at project onset. This scope of work includes up to four (4) workshops and four (4) public outreach events.

Phase II - Pipeline Conceptual Design and Facility Location

Utilizing the preferred alignment and sizing determined in Phase I, the Team will proceed with the following tasks to further define the project and identify feasibility and constraints.

<u>Task 2.1: Identify Property Ownership</u>
Jacobs will work with local staff to further refine property ownership for the portion of the selected alignment at the I-40 Twin Arrows Interchange only. Research will include working with the Coconino County Recorder's Office to determine and verify land ownership; inputting gathered information in the GIS database; and determining areas required for ROWs and easements for the alignment. Land acquisition costs for the remainder of the selected alignment will be estimated by escalating the costs determined for property ownership in Phase I to 2016 dollars. Final property research will be conducted by others during the design phase.

Deliverables:

- None, all information will be input to the GIS database, with narrative descriptions and figures submitted at the completion of Phase II

Client-provided Items/Assumptions:

- None

Task 2.2: Environmental/Geotechnical/Drainage Review

At the conclusion of our previous efforts, environmental permitting work for the clearance of geotechnical test pit locations in Segment 2 and Segment 3 had been performed and readied for submittal to permitting agencies. Clearances for Segment 1 had not begun. The test pit locations along Segment 2 were spaced at approximately 1 mile intervals. Spacing of test pits along Segment 3 do not meet the 1 mile spacing along the entirety of the alignment. Geotechnical work had not begun in earnest and a drainage review had been performed for the APS, I-40, Townsend Winona Road, APS alignment that was the preferred alignment prior to the complications with the Hopi Indian Tribe.

Based on our recent conversations with the United States Bureau of Reclamation (USBR), it is our understanding that they are recommending test pit locations at approximately 1-mile intervals along the selected alignment. Additionally, based on the work performed to identify permitting requirements as discussed in Task 2.7 below we understand that the environmental clearances for the test pits will need to be redone due to the amount of time that has elapsed from when the clearances were originally performed and when the field activities are anticipated to begin. To minimize additional efforts and in coordination with CNF, the test pit locations that were previously evaluated will remain locations that we will perform geotechnical test pits. Additional test pit locations will be added to meet the 1-mile spacing recommendation of the USBR.

Environmental, drainage and geotechnical task leads will review existing studies and visit alignment areas of concern, if accessible, to make certain items that could impact eventual construction and operation of the pipeline are identified and quantified. Work under this task also includes providing the permits required for field geotechnical testing activities for the geotechnical field investigation. Segment 1 and a portion of Segment 3 of the recommended alignment alternative are located in a corridor that has been previously disturbed and we assume that these corridors have been analyzed for cultural and biological resources.

Biological/cultural site reconnaissance of up to 20 miles of new analysis was included in this task to collect additional preliminary data for use in determination of potential impacts. This effort was expended during the Phase I efforts.

Based upon coordination efforts with the USBR, ADOT, CNF and Arizona Department of Game and Fish, the biological survey that was performed during the Phase I effort is no longer valid due to the duration of time that has elapsed. Therefore, this survey must be redone to allow for the permitting of the geotechnical field testing activities. Additionally, the State Historical Preservation Office has indicated that the archaeological survey should be updated since their experience is that new items are found all the time, largely due to erosion that occurs to the land surface that exposes previously unknown artifacts. Since a site visit to each geotechnical test pit location is being required for the permitting of the geotechnical field activities, preliminary identification of waters of the U.S. will be performed by Jacobs' environmental subconsultant EnviroSystems Management, Inc. (ESM) while they are at these locations. Waters of the U.S. observations will be limited to the test pit areas. Work in support of jurisdictional determinations by the U.S. Army Corps of Engineers is not included in the scope. Test pits will be relocated as needed to avoid areas with environmental concern.

The geotechnical investigation at this phase will include subsurface exploration using test pits. At the request of the City, Jacobs' geotechnical subconsultant will provide additional services for up to ten days of backhoe and operator time to perform the excavations. The subconsultant team will provide a field geologist or geotechnical engineer to perform a field characterization of soils encountered and record the excavation conditions and soil/rock conditions observed during the test pit operation. Limited sampling and lab analysis of soils will be performed to aid in the classification of the materials. The goal of this combined effort is to sample the approximately 40-mile alignment at one-mile intervals.

During the coordination efforts with permitting agencies, Jacobs developed a map of the recommended test pit locations based on the previously completed efforts and the 1-mile spacing recommendations of the USBR. Test pit locations have been established in areas that are not on private property and Jacobs assumes that access to these locations will not require access on or across private property. Jacobs will assist the City with coordinating rights of entry for the field activities. Permits and Blue Stake utility marking associated with this effort will be performed by the Jacob's team with the majority of these efforts performed by subconsultants. The intent of this effort is to quantify excavation conditions based upon this level of effort, especially regarding hard rock, breccia, limestone, or loose soil; so that meaningful cost estimates can be prepared.

Drainage issues along the alignment will be studied, including providing estimates of flow and scour depth for major wash crossings. Additional work for the drainage review will include assessment of drainage issues along the I-40 alignment in Segment 1. This assessment will include estimating discharges, floodplain elevation, and determining scour depths at major wash crossings along the alignment. Specifically, these efforts will include a desktop review of available drainage maps, gaging station records and GIS data including those from FEMA, research and review of available aerial imagery as well as existing drainage reports/studies from ADOT, City, and Coconino County that have already been conducted along the alignment.

Deliverables:

- None, all information will be input to the GIS database, with narrative description and figures submitted at the completion of Phase II

Client-provided Items/Assumptions:

- None

<u>Task 2.3: Helicopter Alignment Tour #2</u>

The work originally scoped under this task has been removed from the project at the request of the City. Funds remaining under this task have been reallocated to other work tasks.

Task 2.4: Workshop #3

Additional meetings were held during Phase I that were covered by the budgets allocated for this task. At the request of the City the work associated with this workshop is being added back into the project.

A third workshop will be held with City staff to discuss constructability issues identified on site and to further develop the City's operational requirements for the conveyance system. During the workshop, the City staff (including maintenance staff) will provide input to the preliminary pipeline and booster station conceptual design including desired operating parameters, and discuss permitting needs. Electrical supply alternatives will also be discussed at this workshop (as detailed in Task 2.12). The results of the workshop will be documented in meeting minutes or a brief memorandum and distributed to attendees and the project team to elicit comments.

Deliverables:

- Meeting agenda
- Meeting minutes

Client-provided Items/Assumptions:

- Input to operational parameters for the system
- Feedback on preliminary pipeline and pump station layout

Task 2.5: Public Outreach Events

Two public meetings were held during our previous efforts to allow the public to provide input, obtain information and build consensus around the selected alignment. The public outreach meetings were "open-house" events at which key members of the consultant team attended to answer questions. Additionally, the project webpage was launched at this time to serve as a portal to disseminate information to the public and increase community awareness and involvement.

ESM community relations professionals worked with the City and project team to develop and implement a Community Relations Plan to meet the outreach goals of the City and set the tone for upcoming stages of the project. Development of this plan provided the City the opportunity to decide the exact nature of public participation that they would like to see throughout the feasibility study stage.

Additional services under this task are proposed for ESM to develop a public outreach, involvement, and education plan to support the anticipated requirements of the future NEPA permitting process, construction, operation/maintenance, and restoration/mitigation of the water conveyance system that is selected by the City at the conclusion of the Phase II Feasibility Study. ESM will consult with the City, Jacobs, and recommend stakeholders that are acceptable to the City in the development of a public outreach strategy and program that informs and educates. The program will strive for public consensus of the selected project and meeting the standards required for NEPA compliance. NEPA requirements for the permitting and construction of the proposed facilities are specifically excluded from this scope of work. This plan is intended to supplement the NEPA permitting process and as such work activities will be performed in accordance with the requirements of NEPA.

Deliverables:
- Community relations plan
- Graphics, handouts for meeting
- Website launch (completed)
- Summary of public comments documented by team members
- Public Involvement Plan to support the anticipated requirements of future NEPA Compliance
- Provide copies of all correspondence with the City, Jacobs, and stakeholders

Client-provided Items/Assumptions:
- Attendance at Public Outreach meeting
- Input to website content
- Feedback on Community Relations Plan

Task 2.6: Perform Preliminary Survey

The team conducted preliminary onsite survey, set up targets for aerial mapping that was performed by Cooper Aerial Surveys Co. (Cooper Aerial) and flew the selected alignment during our previously completed efforts. Cooper Aerial will furnish a 1:20,000 color stereo photography of the selected alignment, providing a 1":200' scale map with a five-foot contour interval. The map was originally to be at a 1":400' scale map with a ten-foot contour interval. However, the information gathered during the aerial mapping is adequate to provide this higher level of accuracy and Cooper Aerial has indicated that it does not incur additional costs. Collection of data is in the digital terrain modeling (DTM) method. Using the stereo photography and digital terrain data, Cooper Aerial will create digital, ortho-rectified imagery. Aerial project limits include 40 linear miles and 1,000-foot corridor width for topographic mapping, planimetrics, and ortho-rectified imagery. Based on preliminary discussions with USBR, survey/mapping proposed herein will conform to the guidelines established by the City. Deliverables will be on the City GIS coordinate system (i.e., NAD83, state plane feet, Arizona Central), and will be submitted electronically upon completion of this Task in ESRI ArcGIS format with applicable data files.

Survey obtained the approximate location of section corners and quarter-section corners along the route alignment from either field measurements or from maps and survey information that were available from governmental agencies or private sources. Parcel and ROW information obtained during Task 2.1 will be input to the GIS database and referenced to the survey. It is anticipated the survey will provide sufficient detail to allow conceptual design of the pipeline and appurtenances. Detailed surveying of the parcels and ROW are not included in this scope of work, but will be required before final design and land acquisition.

Deliverables:
- One 2D AutoCAD 2000 file of the contours and planimetrics
- One 3D AutoCAD 2000 file of the contours and planimetrics
- One 3D AutoCAD 2000 file of the DTM
- One set of ASCII format files of the DTM
- Updated GIS mapping and data in ArcGIS format
- One (1) full size (11-inch x 17-inch) hard copy of the mapping, control, and survey work performed including property lines, easements, basis of survey, and control

Client-provided Items/Assumptions:

- Any temporary access fees/forms required to facilitate site access to erect aerial targets and perform ground survey to corroborate aerial data will be covered under the contingency.
- The parcel and ROW information proposed to be collected within this task is approximate only. A detailed survey will be required to accurately locate the parcel and ROW lines before final design and land acquisition.

Task 2.7: Identify Permitting Requirements

During the re-engagement of the project, we provided additional services that included coordinating with the City, subconsultants, ADOT, CNF, State Historical Preservation Society, and Arizona Department of Game and Fish to determine the current permitting requirements for the geotechnical field investigation work. Based on these efforts, it is our understanding that the environmental clearances for the test pits will need to be redone due to the amount of time that has elapsed from when the clearances were originally performed and when the field activities are anticipated to begin. To minimize additional efforts and in coordination with CNF, the test pit locations that were previously evaluated on their lands are still acceptable locations and are to remain locations where we plan to perform geotechnical test pits. Additional test pit locations will be added to meet USBR's 1-mile spacing recommendation.

Jacobs will review existing Waters of the U.S. (WUS) and areas of cultural significance along the selected pipeline alignment to identify preliminary permitting requirements. The primary effort for the environmental field reconnaissance will occur in Task 2.2; therefore, the work under this task is limited to desktop research and coordination with agencies and stakeholders. In addition to permitting through Arizona Department of Environmental Quality (ADEQ), WUS crossings along the alignment may require a USACE Section 404 Permit prior to construction. Should either a Section 404 or 401 Permit be required for a field activity, we assume that the location of the activity can be moved within the area cleared for environmental resources to avoid these permit requirements. Therefore, we have excluded Section 401 and 404 permitting from our scope of services.

Future NEPA documentation is expected to be required to obtain federal funding for construction of the pipeline. A full environmental impact study will likely be required to complete the USBR feasibility study guidelines; however, development of an Environmental Impact Statement/Environmental Assessment (EIS/EA) is excluded from this scope as per the City's direction. Further information on environmental concerns, both biological and cultural, will be obtained during this Task to supplement the information collected during our previous efforts. This task also includes coordination with local jurisdictional agencies to refine land acquisition timelines and costs.

Deliverables:

- None, all permitting requirements will be summarized in the Task 2.14 deliverable

Client-provided Items/Assumptions:

- Input to City/County building department or other permit requirements, as applicable

Task 2.8: Determine Pipeline, Forebay and Pump Station Sizing
Due to the selection of the I-40 alignment in Segment 1, we will provide additional services to update hydraulic calculations and refine the location, preliminary sizing, and phasing developed for the pump stations for the selected alignment.

A conceptual design will be developed to include approximate spacing of pipeline appurtenances such as isolation valves, air/vacuum release valves, and blowoff valves. This task does not include development of plan and profile pipeline drawings. Preliminary pump station and forebay schematic layouts will be developed to aid in defining site requirements with respect to size, location, and access. Preliminary construction cost estimates will be refined based on increased knowledge provided by survey and conceptual design documents.

Deliverables:
- None, all sizing and siting will be summarized in the Task 2.14 deliverable

Client-provided Items/Assumptions:
- Operational requirements input

Task 2.9: Identify Corrosion Protection Requirements
We will conduct spot electrical resistivity readings as well as limited soil moisture and pH testing at three locations, one within each segment of the alignment. Resistivity readings will be performed using the Wenner Four Pin method. This procedure provides the average resistivity to depth equal to the spacing between the pins. Approximate pin spacings of 2.5, 5, 7.5, 10, and 15 feet will be used so that variations with depth can be evaluated. Strata resistivities will be calculated from resistance data using the Barnes Procedure. The Four Pin survey will include identification of possible sources of stray and induced current that may increase corrosivity over that which is due to soil resistivity. In this manner, the project team can quickly determine preliminary requirements for corrosion protection of facilities. Our corrosion protection specialist will develop a feasibility level cost estimate for the cathodic protection system.

Deliverables:
- None, all resistivity test results and cathodic protection recommendations will be summarized in the Task 2.14 deliverable

Client-provided Items/Assumptions:
- None

Task 2.10: Pipeline, Forebay and Pump Station Materials Selection
Requirements for pipeline materials and pressure class will be further developed in the conceptual design phase once pump station locations are determined. Pipe pressure class will be highest at the discharge of each pump station, and decrease along the pipeline length. Preliminary surge analysis will be completed under Task 2.8 to aid in appropriate materials selection. Additionally, we will assist in selection of materials to promote system longevity and protection against potentially corrosive components in both the soils and water based on work completed under Task 2.9. Based on work completed during our previous efforts, the City has indicated that their material preferences are limited to welded steel for the pipeline and ductile iron pipe and fittings. Furthermore, to accommodate these material choices and comply with the Intergovernmental Agreement with ADOT, the working pressure (i.e. design pressure) within the pipeline is not to exceed 300 psi.

Deliverables:

- None, all materials recommendations will be summarized in the Task 2.14 deliverable

Client-provided Items/Assumptions:

- Any City preferences regarding materials selection

Task 2.11: Identify Water Treatment and Disinfection Requirements

Existing water quality data for the groundwater basin to be developed at the Ranch has been provided by the City. The City is performing additional testing as required by the ADEQ for source water development as well as testing of additional parameters for the selection of membrane filtration technologies. Additional efforts will be provided to review the new water quality information and to refine our recommendations for the type and location of disinfection and/or treatment. These items will be important due to the length of the conveyance system, the potential for long residence times, and the possible formation of disinfection byproducts. Careful consideration will be given to ease of maintenance of the disinfection system as well as impacts related to the integration of this system with the City's existing distribution system.

Although we will research available treatment options and provide a summary of alternatives to the City, it is our understanding the treatment analysis for this project is limited to that needed to accommodate the pipeline and pump stations. Future supply-specific projects will address more specific potable treatment needs. Therefore, the scope of this task is limited to review of water quality data and providing a high-level preliminary assessment of the need for water treatment as well as preliminary siting of treatment and disinfection facilities so as to produce preliminary estimates of construction and operational costs. Specifically, we will utilize the updated water quality information and work that we have previously completed to work with the City in selecting up to two treatment options that we will base our evaluation on. As requested by the City, we will also provide additional services to perform a preliminary evaluation of recovery rates to estimate the water losses associated with each treatment option.

Deliverables:

- None, all treatment and/or disinfection recommendations and cost estimates will be summarized in the Task 2.14 deliverable

Client-provided Items/Assumptions:

- Information on the City's current treatment/disinfection processes, and preferences for this project
- City's water quality requirements and goals for specific contaminants
- Current operational costs for the City's treatment and disinfection systems

Task 2.12: Identify Electrical Alternatives

EIC Engineers, LLC (EIC) will attend Workshop #3 in order to clarify the City's needs with regard to power and controls for the conveyance system. EIC Engineers has evaluated, presented alternatives and options, and prepared comparison cost estimates for different approaches including using overhead pole-mounted power distribution system utilizing existing state and local power grids, as well as using renewable energy sources that included wind, solar and hydroelectric generation of reclaimed water. As a part of the original scope of work for this task, EIC will also consider using pump station-based generators as well as a combination of power grids and locally generated power. As requested by the City, work under this task will include additional services to review the availability of natural gas as an energy source for the pump stations.

In order to reduce future power costs, EIC has explored alternatives for local power generation to be augmented by green means of energy production. These sources can reduce impacts of the traditional methods of energy production. Alternative sources of energy have been evaluated and cost comparisons will be presented to assist the City with selection. Alternative power sources explored included the use of solar energy (active and passive methods based on photovoltaic efficiency values), use of wind energy (feasibility will be determined based on generated kilo-watt levels), and the use of hydroelectric energy (based on available dynamic flow/kinetic energy).

EIC will also provide input to the pump station conceptual design to provide an energy efficient system. We will evaluate, present alternatives and options, and prepare comparison cost estimates for the various approaches including medium voltage induction and synchronous motors, efficient motors coordinated with their respective pumps, and the use of soft starts to reduce the pump startup energy demands.

Deliverables:

- None, all electrical recommendations and costs will be summarized in the Task 2.14 deliverable

Client-provided Items/Assumptions:

- Any City preferences

Task 2.13: Develop SCADA/Instrumentation Needs

Pump station and forebay control options will be evaluated and presented to the City. A preliminary control narrative was developed as a part of the Phase I activities. Preliminary cost estimates will be prepared and presented for various approaches including using Programmable Logic Controllers for control of the pump stations, licensed or microwave radios for range and reliability, redundant controllers for critical applications, and Uninterruptible Power Supplies with battery backup for critical applications.

Phase I activities concluded with the evaluation of fiber optic and licensed radios for communication between the City's Wildcat Wastewater Treatment Facility and the proposed pump station locations. With the selection of the I-40 alignment as the preferred alignment in Segment 1 rather than the APS alignment, the location of pump stations may shift based on the reevaluation that will be performed in Task 2.8. With this possible shift in pump station locations and at the request of the City, EIC will include additional services to evaluate the use of microwave transmission as an option for communication between the pump stations and the City's central communication center. It is assumed that the relocation of pump stations will result in an insignificant impact to the evaluation and cost estimate for the fiber optic and licensed radio communication options. Updating the work completed to date under this task for fiber optic or licensed radios due to the relocation of pump station sites has been excluded from this task.

Up to one (1) additional workshop (subsequent to Workshop 3) may be arranged to present the findings of the electrical and instrumentation alternatives analysis with the City to verify their suitability, constructability, and cost. Concurrent with the technical aspects of this study, cost comparisons and value engineering efforts will be performed with the objective of reducing the construction cost while preserving the engineering integrity of the project. City staff will be involved and take an active role in every aspect of this process. This approach will help the Team remain on track to produce a study that will lead to successful implementation of this project.

Deliverables:

- None, all instrumentation recommendations will be summarized in the Task 2.14 deliverable

Client-provided Items/Assumptions:

- Any City preferences

<u>Task 2.14: Prepare Draft Preliminary Pipeline, Booster Pump and Reservoir Feasibility Technical Memorandum</u>

Based on telephone conversations with USBR, a short narrative will be included in the Phase II Feasibility Study to explain the City's decision to replace the APS Power Line alternative selected for the Segment 1 portion of the recommended alignment in the Phase I Report with the I-40 ROW alternative. The narrative will be qualitative in nature describing project developments since City approval of the Phase I Report. Additional efforts will be provided to refine the memorandum for water treatment that was previously completed. Additional efforts under this task will also include the quality control required for the additional scope identified in previous tasks.

A Draft Technical Memorandum will be prepared to present data and conceptual design documents obtained and developed during Phase II. It is anticipated the Memorandum will summarize recommendations and anticipated requirements for the following items, as well as any other issues brought forth during completion of the preceding tasks:

- Pipeline alignment, size, phasing (as appropriate), materials, pressure class
- Preliminary pipe trench sections and geotechnical data
- Inline valving including size, type, spacing intervals
- Preliminary pipeline transient analysis results
- Pipeline cathodic protection
- Anticipated locations of alternative construction methods

- Pump type, size, arrangement, location including preliminary schematic pump station layout
- Forebay/reservoir type, materials, size, location and corrosion protection
- Maps of adequate scale to show areas of drainage and environmental concerns along the alignment
- Summary of potential constructability issues and utility/agency conflicts identified through our efforts at the time that this memorandum is drafted
- Electrical accommodations, including offsite and onsite routing, backup power, and potential alternative power sources
- SCADA/instrumentation, including system type and communication method
- Preliminary control logic narrative detailing operations of the booster stations and forebays
- Discussion of viability of "green" options for operation of the conveyance system
- Preliminary treatment/disinfection needs, type, location, sizing, and byproducts
- Property ownership along proposed alignment
- Anticipated agency coordination, along with a flowchart summarizing timelines for agency approval, as appropriate
- Permitting requirements including a flowchart showing typical permit preparation, application and approval process with estimated review timelines for each agency
- Feasibility level construction cost estimate including land acquisition cost
- Preliminary O&M cost estimate, including annual labor-hours and electrical costs

Deliverables:
- Up to ten (10) copies of the Draft Preliminary Pipeline, Booster Pump and Reservoir Feasibility Technical Memorandum

Client-provided Items/Assumptions:
- Review comments (The project schedule assumes comments will be provided within 3 weeks)

<u>Task 2.15: Finalize Preliminary</u> <u>Pipeline, Booster Pump and Reservoir Feasibility Technical Memorandum</u>
Upon completion of City review of the Draft Technical Memorandum, we will hold a comment resolution meeting to confirm our understanding of City review comments. We will then incorporate comments and finalize the document for resubmittal. Additional services provided under this task are for including information related to the additional services identified in previous tasks and submitting this document to the USBR for their review and comment.

Deliverables:
- Up to ten (10) copies of the Final Preliminary Pipeline, Booster Pump and Reservoir Feasibility Technical Memorandum
- Meeting minutes documenting each City comment on the Draft submittal and the anticipated resolution

Client-provided Items/Assumptions:
- None

At the end of Phase II, it is anticipated the City Web Team will update the project website with the Preliminary Pipeline Booster Pump and Reservoir Feasibility Technical Memorandum. Unique hits to the website during Phase II will give the project team an idea of how involved the public is in the pipeline project. Public outreach meetings to be conducted during Phase III will be announced on the website.

Task 2.16 Added Scope – Archaeological Monitoring of Field Geotechnical Testing
As required by CNF, the work performed under this task will include providing a professional archaeologist during the field geotechnical testing activities to monitor for the presence of archaeological resources.

Archaeological Monitoring

- Provide up to 10 working days of equipment, personnel time, materials, and expenses to monitor field geotechnical test pit activities that include the excavation of each test pit.
- ESM will coordinate the field work with Jacobs and their geotechnical subconsultant in scheduling, planning, and performing this work
- Provide a professional archaeologist to monitor, record, and log daily activities and observations

Deliverables

- Provide a type-written field report for each separate day that field activity occurred
- Field Report shall include:
    - Field notes with date, time, location, people in attendance, and purpose of the visit
    - Observations made
    - Recommendations
    - Sketches
    - Photographs

Task 2.17 Added Scope – Project Re-engagement
Work performed under this task is attributed to efforts to re-engage and restart the project due to the approximate six-year hiatus between the conclusion of the Phase I and a portion of Phase II efforts and the successful execution of new contract agreements.

Task 2.18 Added Scope – Geotechnical Test Pit Field Survey
Work performed under this task will include permitting for the survey and surveying to locate test pit locations to support the geotechnical investigation and the environmental clearances that are required along the preferred pipeline alignment. The intent of this effort is to establish test pit locations, survey existing property corners that are adjacent to the test pit locations, and survey ROW monuments that have not been surveyed as a part of the previous feasibility study efforts.

The survey effort to support the geotechnical investigation at this phase will include placing a stake and lath at a total of 45 test pits – 41 test pits will be located at approximately one-mile intervals along the alignment and 4 will be at the pump stations. The task will also include surveying adjacent existing property corners and ROW monuments that currently exist and can be located along the preferred alignment. Effort to locate and establish the staking and lath is assumed to be conducted in two separate field efforts and include separate field trips. The first effort will establish staking prior to utility locates. The second effort will include revisiting staked locations to reset stakes and lath as needed prior to the performance of the geotechnical field investigation. Jacobs will provide a map of the coordinates for the location of the recommended test pit and pump station locations on the City datum. WLB Group, Inc. (WLB), our survey subconsultant, will provide the following:

- Review existing surveys, mapping, legal documents from Tasks 2.1 and 2.6 to identify the existence and location for property corners and ROW markers that were searched for during the survey of the test pit and pump station locations.
- Permits
  - WLB will coordinate, prepare applications, perform work required to obtain survey permits except for environmental clearances, maintain compliance, and terminate all permits required by authorities with jurisdiction over the areas where the survey and routes of access are to occur. The costs of the permit fees will be a reimbursable expense billed to the project for the fees charged by the agency requiring the permit.
  - Permits are anticipated to include encroachment permits for survey work within the APS easement, ADOT ROW, Coconino County ROW, and permits required for access onto ASLD property.
  - Permits will include Traffic Control Plans, as needed,
  - It is assumed that all test pits and pump stations will not be on private property. If they are located on private property, the City will obtain permission for Jacobs and their subconsultants to access and enter the property to perform the survey.
- Survey
  - Provide equipment, personnel time, materials, and expenses to survey and stake the location of test pit. Each test pit stake shall be painted orange and tied with ribbon for ease of identification and be accompanied by an orange lath that has the test pit number and surveyed ground elevation legibly marked upon it in black with a permanent marker and tied with a ribbon. WLB will photograph each stake and lath.
  - Provide equipment, personnel time, materials, and expenses to locate and survey existing property corners that are located within 100 feet of the 41 test pit locations and 700 feet of the 4 pump station locations. This work excludes placing or establishing property corners that currently do not exist and cannot be found in the field.
  - Provide equipment, personnel time, materials, and expenses to locate and survey ROW monuments that are located within 100 feet of the 41 test pit locations and 700 feet of the pump station locations. This work excludes placing or establishing ROW markers or monuments that currently do not exist and cannot be found in the field
  - WLB will coordinate the fieldwork with Jacobs and their environmental and geotechnical subconsultants in scheduling, planning, and performing this work.

- Provide traffic control as required by the authorities with jurisdiction over the area where the survey is occurring.
- Survey Arizona 811utility locates at test pit and pump station locations prior to excavation activities. This will include coordination with our geotechnical subconsultant. The geotechnical subconsultant will be responsible for calling Arizona 811 utility marking since they are responsible for the excavation work.
- WLB will make two trips to the test pit and pump station locations, one to set the location and the other to locate utility marks and property and ROW monumentation.

Deliverables

- Deliverables under this Task shall be combined with the deliverables for Task 2.6.
- Geotechnical Test Pit, ROW, and Property Corner Exhibit. Exhibit will be in 11-inch by 17-inch format with a cover sheet and location control sheet plus one sheet for each test pit and pump station location. One full size (11-inch by 17-inch) hard copy, signed and sealed by a registered Professional Surveyor with an active license in the State of Arizona will include the following information:
    - Property lines and ROWs from Task 2.6 for reference. Ownership will be what is available from Coconino County online services.
    - Survey based coordinate location (i.e. northing and easting) for each test pit and pump station and bearing from an established project control point.
    - Show location of section lines near the test pit of each pump station and provide dimensions
    - Location of observed utility, roadway, or other easements within 20 feet of the site property lines or new utility easement
    - Survey based coordinate location (i.e. northing, easting. and elevation) for each control point used to layout the test pits and pump stations
    - The horizontal and vertical datum coordinate system used for the survey will be the one established and used for Task 2.6
    - Provide up to 15 inserts for the drawing sheets to provide a zoomed in view at survey locations in order to display existing utilities and other information at a legible scale.
    - AutoCAD files (Civil 3D 2016 DWG) with all survey points and their associated elevations and unique identifiable point number and point name, observed utilities, ROW lines, property lines, easements, text, survey monuments, quarter sections, and section corners located during the work for the test pits and pump stations
    - Digital text file of all survey shots and control information indicating coordinate location, elevation, and description of each point
    - Hard copy of survey field notes taken by the surveyor

Task 2.19 Added Scope – Survey Photographic Identifiable Points
At the conclusion of the Phase I efforts, not all of the targets for aerial mapping had been surveyed due to access complications that arose with the Hopi Indian Tribe. Work performed under this task is required to ground truth the aerial mapping and tie the mapping for all of the segments of the alignment together.

Work performed under this task will include coordination with the aerial mapping subconsultant, locating and surveying points that are identified in the aerial imagery for this project, processing the points and delivering the information needed by the aerial mapping subconsultant to ground truth the mapping, and develop contours at a 5-foot interval. Survey work will be performed to local standards of practice for work of this type and will meet the National Society of Professional Surveyors Model Standards for Topographic Surveys. State requirements for accuracy, performance, and certification will be followed. For estimating purposes, the survey of up to 40 individual points has been included.

Deliverables

- Deliverables under this Task shall be combined with the deliverables for Task 2.6.
- PID Survey will be on up to four 11-inch by 17-inch sheets. Two full-size (11-inch by 17-inch) hard copies, signed and sealed by a registered Professional Surveyor with an active license in the State of Arizona will be submitted
- Survey based coordinate location (i.e. northing, easting, and elevation) for each PID point with description of feature surveyed based on City coordinate system
- The horizontal and vertical datum coordinate system used for the survey will be the one established and used for Task 2.6
- AutoCAD files (Civil 3D 2016 DWG) with all PID points and their associated elevations and unique identifiable point number and point name
- Digital text file of all survey shots and control information, indicating coordinate location, elevation, and description of each point.
- Hard copy of survey field notes taken by the surveyor

Phase III - Final Feasibility and Design Report

Task 3.1: Prepare Draft Final Feasibility Study
The work originally identified for Jacobs in this task has been incorporated into Task 2.15. Budgets remaining under this task are for our subconsultants. Deliverables will be made under Task 2.15 above.

Task 3.2: Public Outreach Events
A meeting will be held with City staff after the review period to discuss City comments. Our Project Manager will attend a public meeting attended by both the Flagstaff Water Commission and Flagstaff City Council to present draft findings of the Feasibility Study and elicit comments.

At the end of Phase III, we will work with the City Web Team to update the project website with the Complete Final Feasibility and Design Report. Through Phases II and III, comments will be received through the website and other traditional means (e.g., comment forms made available at any public meeting or public-attended council meetings). These comments will be compiled into a comprehensive public record of the project, which will be available to City staff.

Deliverables:
- Comment resolution meeting minutes including a summary of City comments on the Draft Final Feasibility Study and anticipated resolution
- Summary of Public Comments received through website and other means through Phases II and III

Client-provided Items/Assumptions:
- Participation in Public Outreach meetings

Task 3.3: Finalize Final Feasibility Study
Once meetings have been completed and comments documented, we will incorporate comments and finalize the Feasibility and Design Report. Ten hard copies of the report will be submitted to the City, along with an electronic submittal of all files that comprise the final document.

Deliverables:
- Ten (10) copies of Final Feasibility Study
- Electronic submittal of all files, including geodatabase files in compatible format

Client-provided Items/Assumptions:
- Acceptance of Final Feasibility Study

Scope Assumptions, Exceptions, and Clarifications:
The following assumptions and exceptions were made in preparing the above Scope of Work:

1. The Team will have access to all lands that will need to be part of the survey and/or geotechnical/environmental/cultural assessments. Any required access forms, permits or fees will be covered as an additional service.
2. Preparation of legal descriptions and/or setting new property or section corners is excluded. If required, the cost associated with preparation and filing of a record with the County will be covered as an additional service.
3. Potholing/field locating existing underground utilities is excluded, unless noted otherwise in the scope of services above.
4. Geotechnical testing including laboratory services has been excluded from this scope of services, unless noted otherwise in the scope of services above.
5. A number of meetings with specific staff in attendance have been assumed during each Phase in order to limit labor and travel costs. Additional meetings may be held at the City's discretion, with labor and travel costs covered as an additional service.
6. Environmental sampling and laboratory testing are excluded. Should environmentally hazardous materials be discovered during fieldwork, personnel will leave the area and the City will be notified immediately.

7. Cost estimating services will be on an order of magnitude basis. Refined cost estimating will be performed in Phase II for the selected alignment. Cost estimating in Phase III is not expected and has been excluded from our scope of services.
8. Value analysis will be performed by the cost estimating team on provided schematic level design documents. Recommendations for cost-effective measures will be provided to the technical team on an ongoing basis throughout Phase II. A formal value engineering task will not be completed, as conceptual design documents are not anticipated to contain sufficient data to facilitate this detailed review.
9. Phase II and III analysis are limited to the preferred alignment that has been selected at the time of this reengagement, which is identified as beginning at Red Gap Ranch and following I-40 in Segment 1, Coconino Forest Service Road 4 in Segment 2, Townsend Winona Road to APS powerline alignment and terminating at the City's Wildcat Wastewater Treatment Facility in Segment 3.
10. The City and the consultant Team understand that completion of the Phase II and Phase III activities will be a collaborative and iterative process requiring ongoing input from City staff. In order to adhere to the proposed project schedule, maintaining progress throughout the Phase II activities will be essential. As a result, monthly coordination conference calls will be scheduled during this phase to elicit input from City stakeholders and the consultant team.
11. Study of various terminus points and final recommendations or determination of pipeline start/stop points is anticipated to be included in the scope of another study, and has therefore been excluded from this scope. Assumptions will be made, with the City's input, at the start of feasibility study services, with regard to general locations of pipeline terminus points.
12. Public outreach events identified in Task 3.2 are limited to organizing and conducting up to three public meetings on City property, and collecting and documenting public comments received throughout the project duration. Updating or maintaining the City's website is excluded from our scope of services. Additional meetings or services may be provided as additional services.
13. Research, study, hydrogeological, electrical, or other services to determine the feasibility, location, or cost of groundwater injection wells on Red Gap Ranch is excluded. The general feasibility of conjunctive use of the pipeline for groundwater recharge will be studied and discussed with permitting agencies, and the cost of turbines and other alternative power sources incorporated; however, the cost of recharge wells and operations on Red Gap Ranch are assumed to be part of another study.
14. Study of groundwater wells, pumps, electrical power, transmission lines, reservoirs, and other accommodations on or within the Red Gap Ranch boundary are assumed to be part of another scope and have been excluded from this Scope of Work.
15. Resistivity testing for use in cathodic protection conceptual design will be performed on a spot basis at three locations and an interval of sufficient length to yield a reasonable level of comfort with the field conditions. This testing will be performed during Phase II on the selected alignment. More extensive testing and/or higher level of design effort may result in additional fees.

16. A general overview of current and anticipated future water treatment regulations will be provided in Phase II. This review is expected to be applicable to treatment and disinfection required to maintain the integrity of the conveyance system, and related site requirements and costs, and will not necessarily address requirements to accommodate distribution of potable water within the City. Water quality testing, detailed treatment analysis to achieve EPA MCLs, conceptual design of treatment components, and treatment-related tasks not specifically included herein are excluded.
17. Jacobs' Trenchless Technology design group provided general consulting services and oversight during selection of alternative methods of construction, and assistance in cost estimating for various pipeline construction methods during our previous efforts. Services exclude preparation of project- and site-specific construction details; however, the reports will document the anticipated locations for use of various alternative methods of construction, general details for various trenchless construction, and the methodology for selection of trenchless technology, as appropriate.
18. The scope of work and fees presented herein are based on the project schedule submitted with the initial SOQ. Delays in project schedule outside our control may result in additional fees and escalation of labor rates.
19. The Phase III scope of services is limited to reformatting existing information into USBR guidelines for feasibility studies. Additional analysis, collection of data, and technical study during Phase III is excluded.
20. It is anticipated based on USBR Feasibility Guidelines that NEPA compliance will be required. Based on the City's initial scope of work in the Request for Statement of Qualifications, it is assumed this work will be performed under a future scope and NEPA compliance has been excluded from this Scope of Work.
21. Services not specifically mentioned herein are excluded, and may be provided if pre-approved by the City as an additional service.

City of Flagstaff Red Gap Ranch Pipeline Alignment Feasibility Study

CHANGE ORDER NO. 7
REIMBURSABLES WITH RATE SCHEDULE
DRAFT STUDY COST WORKSHEET (LABOR)

Date: 20-Sep-16

ODC and Sub Multiplier: 1.00

	LABOR CLASSIFICATION AND RATE																TASK TOTALS			
Category:	Management				Engineering								GIS/CADD			Administrative				
Title:	Proj Dir	Sr Advisor	Deputy PM	Deputy PM	Task Lead I	Task Lead I	Task Lead II	Task Lead II	Eng 1	Eng II	Eng III	Eng V	Sr. Design	Tech	GIS Mgr	Admin Asst	**Total Hours**	**Total Labor by Activity**	**ODC/Sub by Activity**	**Activity Total**
ACTIVITY / **Billing Rate:**	$250	$235	$150	$155	$140	$155	$175	$180	$115	$145	$170	$195	$115	$80	$195	$80				
Phase II																				
1 Identify Property Ownership																		$ -	$ -	$ -
2 Environmental/Geotechnical/Drainage Review	10		30	6	24	20		8									98	$ 15,830	$ 53,954	$ 69,784
3 Helicopter Alignment Tour #2 (*Deleted from scope*)	(18)		(18)		(12)		(12)										(60)	$ (10,980)	$ (6,497)	$ (17,477)
4 Workshop #3	18			18		18											54	$ 10,080	$ 6,461	$ 16,541
5 Public Outreach Events	40			40													80	$ 16,200	$ 3,481	$ 19,681
6 Perform Preliminary Survey						16											16	$ 2,480	$ (10,246)	$ (7,766)
7 Identify Permitting Requirements	6		34		32												72	$ 11,080	$ -	$ 11,080
8 Determine Pipeline, Forebay and Booster Pump Station Sizing						18		4	40								62	$ 8,110	$ -	$ 8,110
9 Identify Corrosion Protection Requirements																		$ -	$ -	$ -
10 Pipeline, Forebay and Pump Station Materials Selection																		$ -	$ -	$ -
11 Identify Water Treatment and Disinfection Requirements		4		16		60			20	20							120	$ 17,920	$ -	$ 17,920
12 Identify Electrical Alternatives																		$ -	$ (2,005)	$ (2,005)
13 Develop SCADA/Instrumentation Needs																		$ -	$ (4,658)	$ (4,658)
14 Prepare Draft Prelim. Pipeline, Booster Pump and Reservoir Feasibility Tech Memo	14			40		16		4	120								194	$ 26,700	$ 10,459	$ 37,159
15 Finalize Prelim. Pipeline, Booster Pump and Reservoir Feasibility Tech Memo	4			4		16		8	80								112	$ 14,740	$ 2,317	$ 17,057
16 Archaeological Monitoring of Field Geotechnical Testing						8											8	$ 1,240	$ 9,283	$ 10,523
17 Project Re-engagement	4		16		24												44	$ 6,760	$ 13,538	$ 20,298
18 Field Staking Geotechnical Test Pits						8											8	$ 1,240	$ 37,284	$ 38,524
19 PID Points						8											8	$ 1,240	$ 15,525	$ 16,765
Phase II Subtotal	78	4	62	124	68	188	(12)	24	260	20							816	$ 122,640	$ 128,896	$ 251,536
Phase III																				
1 Prepare Draft Final Feasibility Study																		$ -	$ 34,787	$ 34,787
2 Public Outreach Events	30			60					20				40	40			190	$ 26,900	$ 34,488	$ 61,388
3 Finalize Final Feasibility Study	60	12		160		20		20	60		10	6	16	9	4	40	417	$ 65,630	$ 27,360	$ 92,990
Phase III Subtotal	90	12		220		20		20	80		10	6	56	49	4	40	607	$ 92,530	$ 96,635	$ 189,165
Contingency																				$ 30,058
DELIVERABLE TOTALS	168	16	62	344	68	208	(12)	44	340	20	10	6	56	49	4	40	1,423	$ 215,170	$ 225,531	$ 470,759

City of Flagstaff Red Gap Ranch Pipeline Alignment Feasibility Study

CHANGE ORDER NO. 7
REIMBURSABLES
DRAFT STUDY COST WORKSHEET (ODCs and Subconsultants)

	TYPE - DESCRIPTION	AMT	UNIT	RATE	TOTAL	COMMENTS
A	Helicopter Tour	(1)	LS	$ 6,300	$ (6,300)	Deleted from scope
B	Reproduction, Supplies, Shipping	50	EA	$ 100	$ 5,000	Copies, misc.
C	Travel to Flagstaff	22	EA	$ 1,000	$ 22,000	City and Internal Team Meetings (airfare, lodging, car rental/gas, parking, meals, personal mileage, incidentals)
D	Flagstaff Office Expense	NA	-	-	$ -	
E	Subconsultant - Cooper Aerial Survey	(0.25)	LS	$ 40,961	$ (10,246)	Aerial Survey
F	Subconsultant - Tierra	NA	LS	-	-	ROW - Services no longer required
G	Subconsultant - Schiff	(0.78)	LS	$ 19,670	$ (15,280)	Corrosion Protection - services provided by others
H	Subconsultant - EnviroSystems	1	LS	$ 116,033	$ 116,033	Environmental, Cultural, PR
I	Subconsultant - EIC	1	LS	$ 7,633	$ 7,633	Electrical, I&C
J	Subconsultant - WLB Group	1	LS	$ 70,568	$ 70,568	Survey, drainage
K	Subconsultant - Ninyo & Moore	1	LS	$ 36,120	$ 36,120	Geotechnical

ACTIVITY	TYPE (see above)											TASK TOTAL
	A	B	C	D	E	F	G	H	I	J	K	
	$6,300.00	$100	$1,000		$40,961		$19,670	$116,033	$7,633	$70,568	$36,120	
Phase II												
1 Identify Property Ownership												
2 Environmental/Geotechnical/Drainage Review								0.30			0.53	$ 53,954
3 Helicopter Alignment Tour #2 (Deleted from scope)	(1.00)						(0.01)					$ (6,497)
4 Workshop #3			3.00				(0.06)	0.04				$ 6,461
5 Public Outreach Events								0.03				$ 3,481
6 Perform Preliminary Survey					(0.25)							$ (10,246)
7 Identify Permitting Requirements												
8 Determine Pipeline, Forebay and Booster Pump Station Sizing												
9 Identify Corrosion Protection Requirements												
10 Pipeline, Forebay and Pump Station Materials Selection												
11 Identify Water Treatment and Disinfection Requirements												
12 Identify Electrical Alternatives							(0.23)		0.33			$ (2,005)
13 Develop SCADA/Instrumentation Needs							(0.24)					$ (4,658)
14 Prepare Draft Prelim. Pipeline, Booster Pump and Reservoir Feasibility Tech Memo			1.00				(0.05)	0.09				$ 10,459
15 Finalize Prelim. Pipeline, Booster Pump and Reservoir Feasibility Tech Memo			1.00				(0.11)	0.03				$ 2,317
16 Archaeological Monitoring of Field Geotechnical Testing								0.08				$ 9,283
17 Project Re-engagement			3.00					0.03		0.10		$ 13,538
18 Field Staking Geotechnical Test Pits			2.00							0.50		$ 37,284
19 PID Points										0.22		$ 15,525
Phase II Subtotal												$ 128,896
Phase III												
1 Prepare Draft Final Feasibility Study		20.00	4.00				(0.02)	0.14	0.20	0.09	0.14	$ 34,787
2 Public Outreach Events		10.00	6.00					0.21	0.20	0.02		$ 34,488
3 Finalize Final Feasibility Study		20.00	2.00				(0.06)	0.05	0.27	0.07	0.33	$ 27,360
Phase III Subtotal												$ 96,635
TOTALS	(1.00)	50.00	22.00		(0.25)		(0.78)	1.00	1.00	1.00	1.00	$ 225,531

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO. ____
☒ CONSULTING CONTRACT CHANGE ORDER NO. 7
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. ____
☐ CONTRACT ALLOWANCE UPDATE NO. ____

PROJECT NO. 524001 **PROJECT NAME:** Red Gap Ranch Pipeline Alignment Study

FILE NO. 52400 **PROJECT MANAGER:** Ryan Roberts

TO: Jacobs Engineering Group Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

Change Order No. 7 is for additional Phase II tasks requested by the City, additional Phase II tasks to meet new or redefined agency requirements, reintroducing Phase III tasks that were previously eliminated by the City, and additional time to allow for project closeout activities.

Change Order originated by: ☐ CITY OF FLAGSTAFF ☐ CONTRACTOR ☒ CONSULTANT ☐ OTHER: ____

Project Manager	Date	**Approval Recommended**	
Department Head	Date	**Approval Recommended**	
C.O. Committee Chair	Date	**Approval Recommended**	
Community Development	Date	**Approval Recommended**	
City Attorney Approval Date	Date	**Approval Recommended**	
Purchasing	Date	**Approval Recommended**	
City Manager	Date	**Approval Recommended**	

		END DATES		
ORIGINAL CONTRACT PERIOD	365 Days	(7/9/09)	**ORIGINAL CONTRACT**	$ 1,999,425
PRIOR TIME CHANGES	3,370 Days	(9/30/17)	**TOTAL PRIOR VALUE CHANGES**	$ 0.00
THIS TIME CHANGE	182 Days	(3/31/18)	**VALUE OF THIS CHANGE**	$ 470,759
NEW CONTRACT PERIOD	3,552 Days	(3/31/18)	**NEW CONTRACT**	$ 2,470,184

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Jacobs Engineering Group Inc.

Accepted Date: ____ **By:** ____

CITY OF FLAGSTAFF

☐ **CONFIRMING CHANGE ORDER NO.** ____
☒ **CONSULTING CONTRACT CHANGE ORDER NO.** 7
☐ **CONSTRUCTION CONTRACT CHANGE ORDER NO.** ____
☐ **CONTRACT ALLOWANCE UPDATE NO.** ____

PROJECT NO. 524001 **PROJECT NAME:** Red Gap Ranch Pipeline Alignment Study

FILE NO. 52400 **PROJECT MANAGER:** Ryan Roberts

JUSTIFICATION:

Phase I of the study was completed in 2009 and Phase II work began shortly thereafter. In early 2010, the project was placed on hold due to potential ADOT right-of-way issues with the alignment. The City resolved these issues and restarted the project in spring 2016. Scope and fee renegotiations with subconsultants for Phase II and III efforts based on City and agency requirements were completed in August 2016.

Change Order No. 7 is for additional Phase II tasks requested by the City, additional Phase II tasks to meet new or redefined agency requirements, and reintroducing Phase III tasks that were previously eliminated by the City. The Phase II work includes a preliminary evaluation of water treatment needs as well as more in-depth evaluations of ROW, geotechnical, biological, cultural, drainage, topographic, electrical, and instrumentation accommodations for the preferred alignment alternative by our subconsultant team. Phase II will conclude with production of a Draft Preliminary Pipeline, Booster Pump and Reservoir Feasibility Technical Memorandum. At the City's request, we are reintroducing Phase III Tasks 3.2 and 3.3 that were previously eliminated from the original scope by the City. These tasks focus on public outreach efforts and incorporating the associated comments into a final report. The change order also includes restart efforts and management, coordination, and engineering associated with the additional subconsultants' efforts. Lastly this change order includes additional time to accommodate project close out activities.

TIME ANALYSIS:

No additional time is being requested.

COST ANALYSIS:

We are requesting the City's approval of approximately $470,759 for Change Order No. 7 to complete the additional Phase II tasks and reintroduced Phase III tasks for a new contract budget of approximately $2,470,184. The change order fee includes $30,058 in Owner-Controlled Contingency to increase the total project contingency to $100,000, as requested by the City.

CITY OF FLAGSTAFF — *PROJECT STATUS FORM*

PROJECT NAME:	☒ **Design** ☐ **Construction** ☐ **Other**
PROJECT NO. 524001	**FILE NO.** 52400

ACCT. NO. 201-5240-771-4306	%	$0.00

PROPOSED CONTRACT TOTAL ***(Includes Original Contract Amount & All Change Orders)***	$1,929,425.00 Contingency $70,000 = $1,999,425.00 Change Order No. 7 = $470,759.00 Contract Total = $2,470,184.00

COUNCIL APPROVAL: July 8, 2008	**ORIGINAL CONTRACT AMOUNT:** $1,999,425.00
PROJECT BUDGET ( ) $	**FY:**
PROJECT BUDGET	**FY:**
NOTICE TO PROCEED: July 9, 2008	**ORIGINAL CONTRACT PERIOD (calendar days):** 365
ORIGINAL COMPLETION DATE: July 9, 2009	**ORIGINAL CONTRACT ALLOWANCE:** $0.00
CONSULTANT: Jacobs Engineering Group Inc.	**LOCATION:** Flagstaff, Arizona
CITY PROJECT MANAGER: Ryan Roberts	

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
1	$0.00	231	N/A	Extend contract to accommodate discussions regarding right-of-way access to conduct geotechnical field work
12/17/09	$0.00	596	9/16/10	
2	$0.00	470	N/A	Extend contract to accommodate discussions regarding right-of-way access to conduct geotechnical field work
3/10/10	$0.00	1,066	12/31/11	
3	$0.00	485	N/A	Extend contract to accommodate discussions regarding right-of-way access to conduct geotechnical field work
4/05/12	$0.00	1,551	4/30/13	
4	$0.00	884	N/A	Extend contract to accommodate discussions regarding right-of-way access with ADOT
6/30/14	$0.00	2,640	9/30/15	
5	$0.00	365	N/A	Extend contract to accommodate discussions regarding right-of-way access with ADOT
6/24/15	$0.00	3,005	9/30/16	
6	$0.00	365	N/A	Extend contract to accommodate project restart of Phase II and III efforts following resolution of ADOT right-of-way issues with the alignment
9/07/16	$0.00	3,370	9/30/17	
7	$470,759.00	182	N/A	Increase contract value for additional Phase II tasks and reintroducing Phase III tasks. Increase time to allow for project close out.
9/20/16	$2,470,184.00	3,552	3/31/18	
FINAL PAYMENT				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

Purchase Order Number:	Line Number:	Amount $

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Paul Summerfelt, Wildland Fire Manager

Date: 10/31/2016

Meeting Date: 12/06/2016

TITLE:

Consideration and Approval of Grant Agreement: AZ State Forestry Grant Agreement Wildland Fire Hazard Fuel (WFHF) 16-208 (Cooperative Hazardous Fuels Program).

RECOMMENDED ACTION:

Approve the WFHF 16-208 grant award from AZ State Forestry in the amount of $199,360 Observatory Mesa Fire Protection.

Executive Summary:

Acceptance of this award will allow for initial forest treatments (thinning - mechanical harvesting) on 225 acres of the City's Observatory Mesa Natural Area (OMNA) Section 8, reducing otherwise-required Flagstaff Watershed Protection Project (FWPP) bond expenditures for this work.

Financial Impact:

This grant award is a 90-10 match: The State is providing $179,524 with a required City match (via FWPP bond) of $19,836.

Policy Impact:

NA

Connection to Council Goal and/or Regional Plan:

This grant award, and the leverage it provides to further the FWPP, meets the following -

COUNCIL GOALS:

2) Ensure Flagstaff has a long-term water supply for current and future needs
3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
7) Address key issues and processes related to the implementation of the Regional Plan
11) Ensure that we are as prepared as possible for extreme weather events.

REGIONAL PLAN:

Environmental Planning & Conservation – Vision for the Future: *In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.*

Policy E&C.3.3 – Invest in forest health and watershed protection measures.
Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fie-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

Not on this specific issue/award. Council was, however, engaged in the bond issue when it was approved to be presented to the voters (summer 2012), has approved other grant awards and contracts related to FWPP, and has been kept updated on issues throughout the overall FWPP effort.

Options and Alternatives:

Two exist:

1. **Approve** the grant award, permitting forest treatment work to proceed as planned. This permits full-use of the grant funds and saves bond funds.
2. **Pass** on the award and fund the effort entirely from bond funds. This increases city costs and reduces bond funds for other FWPP required work or area.

Background/History:

Damage and loss of our forests from destructive wildfire and insect infestations are ever-present threats to our community. Areas that have undergone proactive forest treatments (ie – thinning, debris disposal, and/or prescribed/managed fire) are not only healthier and more resilient to damaging agents, they also provide a barrier to the spread of these agents once they do become established. Such treated areas enhance public safety, ensure infrastructure protection, and safe-guard community well-being. Within our community and immediate area, the Woody Fire (2005), Hardy Fire (2010), and Slide Fire (2014) dramatically demonstrate the value of these treatments: the Schultz Fire (2010) shows what can happen when such treatments are not in-place. To-date, we have completed 1,235 acres of initial forest treatments within the OMNA: this grant will allow us to complete an additional 225 acres, bringing our total to 1,460 acres (65% of the total forested area: 1,940 acres).

Key Considerations:

The OMNA and the forest treatments that are planned, and that have occurred, were presented during the bond campaign leading-up to the election as part of the overall goal, area, and effort that would occur with passage of the measure. Regardless of location or casual factor, insect infestations are always difficult to manage, and wildfires on Observatory Mesa are a challenge due to access, lack of on-site water supply, adjacent neighborhoods, and other factors. Completion of forest treatments have proven highly effective in reducing occurrence and severity of these events.

Expanded Financial Considerations:

We anticipate a total cost to conduct this operation – from site set-up to final debris disposal following cutting – to be $886/acre. This grant will provide funding for $797/acre (90%). The remaining $75/acre will be from FWPP bond funds.

Community Benefits and Considerations:

Multiple partners have been engaged in the FWPP effort since its inception, and these partnership efforts have continued throughout planned and completed work on the OMNA. Working with City Staff, the AZ State Forestry Division was the principle author of the OMNA Forest Stewardship Plan. AZ Game & Fish Department, US Fish & Wildlife Service, and NAU's Ecological Restoration Institute provided input and review. The Nature Conservancy, Greater Flagstaff Forests Partnership, US Forest Service, private consultants, and NAU's School of Forestry have all been on the OMNA during-and-following other forest treatments providing feedback. Completion of the forest treatment work funded by this grant award will protect adjacent neighborhoods, recreational opportunities, and wildlife habitat, while promoting forest resiliency and sustainability.

Community Involvement:

Inform – Following the 50 campaign events leading up to the bond election (Nov 2012), we have continued to work at keeping the community informed of what we are doing, and why. The Project website (www.flagstaffwatershedprotection.org) is one way: numerous news stories have also been crafted and/or otherwise reported. Impromptu and announced field trips have been conducted, most recently during the Festival of Science: OMNA stakeholder members, city staff, and Council members have also been provided tours. City staff has interacted with numerous individuals hiking, running, or biking through the area, as well as with other community members interested in the work. The OMNA Stakeholder Group and the Friends of the Rio have been briefed. Information boards have established, and continue to be maintained, where the Urban Trail crosses the site and where roads enter the parcel.

Consult – We've worked with both AZ Game & Fish and US Fish & Wildlife Service to protect habitat, with adjacent neighborhoods regarding access, the US Forest Service regarding transportation routes, Kinder Morgan/El Paso Natural Gas and the Snowbowl regarding pipeline crossings, and AZ State Forestry regarding plans.

Involve – Following treatment work on other OMNA sites, both the public and the Winter Wood For Warmth program have been engaged in removing firewood for use and distribution to area/regional residents. A few individuals who have raised issues about the work have been engaged directly by staff from NAU's Ecological Restoration Institute to provide context and a more complete understanding of the need, and the work, itself. Other City Staff, including those from Sustainability and Stormwater, have also been engaged. Community members have also been hired as seasonal Fire Dept crew members and have been engaged in conducting some of the work itself.

Empower – The planned forest treatments are part of a larger effort underway in our area and throughout northern AZ. We and our many partners have been engaged for nearly two decades in this work, on various jurisdictions and site conditions, and have utilized a variety of prescriptions and approaches to ensure we have a full-suite of treatments across the greater landscape. The work to be funded by this award is based upon credible and proven science-based forest restoration and hazard fuel management standards and knowledge. It adheres to guidelines established in the Greater Flagstaff Area Community Wildfire Protection Plan (City & County - 2005), is consistent with forest treatments designed and implemented by the Greater Flagstaff Forests Partnership (1999-present) and the City of Flagstaff Wildland Fire Management program (1998-present), meets the goals of the State of AZ 20-Year Strategy (2007), is consistent with the required actions identified in both the initial and final Observatory Mesa Forest Stewardship Plan (2013 and 2015, respectfully) and both the Four Forests Restoration Initiative's and the Flagstaff Watershed Protection Project's Final Records of Decision (USFS - 2015). Further, it meets grant requirements for post-treatment conditions.

Expanded Options and Alternatives:

None.

Attachments: WFHF 16-208 Grant Agreement

Arizona State Forestry Grant Agreement No. WFHF 16-208
Cooperative Forestry Hazardous Fuels Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona State Forestry Division ("State Forestry" or "State") and ("Sub-grantee"), **City of Flagstaff Fire Department (DUNS #08-830-2625),** pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-622.

Subaward of Federal Award # **16DG-11031600-024,** dated **06/24/2016**
The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **June 30, 2018** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.
A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed $178,524.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee after State Forestry receives reimbursement from the USDA Forest Service, normally within ninety days of receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than $5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the sole responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and with the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F . Sub-grantees are subject to audit if their share of federal financial assistance is $750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse managed by the Census Bureau within 30 days after receipt from auditor or nine months from the close of their fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Paul Summerfelt
Wildland Fire Management Officer
211 West Aspen Ave
Flagstaff, AZ 86001
(928) 213-2500
PSummerfelt@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Adriana Harrington
Program Specialist- Grants
1110 W. Washington, Suite 100
Phoenix, AZ 85007
(602)771-2677
adrianaharrington@forestryandfire.az.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

STATE FORESTRY	**SUB-GRANTEE**
Glen Buettner Program Coordinator Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007 (602) 771-1410 glenbuettner@ forestryandfire.az.gov	**Paul Summerfelt** Wildland Fire Management Officer City of Flagstaff – Fire Department 211 West Aspen Ave Flagstaff, AZ 86001 (928) 213-2500 PSummerfelt@flagstaffaz.gov

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement and the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

A. Project Application
B. Detailed Project Plan
C. General Provisions
D. Documentation of Expenses
E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

AD1048 - USDA Form AD-1048 Debarment Certification
Lobbying - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007	City of Flagstaff – Fire Department 211 West Aspen Ave Flagstaff, AZ 86001

_____
Signature

Arizona State Forester

Date: _____

_____
Signature

_____
Print or Type Name

Date:_____

_____

_____

Date: _____

ATTACHMENT A

Project Application
(Cover Sheet)

FOR OFFICIAL USE ONLY	
Grant Dollars Requested:	$178,524
Proposed Matching Share:	$19,836
Total Project:	$198,360

2016 Arizona Wildland Fire Hazardous Fuels Project Application

1 Applicant Information

Applicant / Organization:	City of Flagstaff Fire Department		
Organization Type:	Municipal government	**DUNS#:88302625**	
Contact Person:	Paul Summerfelt		
Address:	211 W. Aspen		
City/Zip Code:	Flagstaff AZ 86001		
Phone (Work/Cell):	928-213-2509		
Email:	psummerfelt@flagstaffaz.gov		
Fax:	928-213-2599		

2 Project Summary

PROJECT NAME:	Observatory Mesa Forest Protection - Section 8		
County:	Coconino	**Congressional District:**	1
Latitude (decimal degrees):	35.1547 N	**Longitude (decimal degrees):**	111.6747 W
Number of Communities directly affected by this project:			1
Community Names:	Flagstaff, AZ		

Planned duration of this project? (check one): ☐ **1 Yr** ☒ **2 Yrs**

Is this a new project? (check one): ☒ **Yes** ☐ **No**

Land ownership of project area – private, state, tribal, etc (list all that apply).
Work on federal lands cannot be funded:
Several neighborhoods in the City of Flagstaff: (Flagstaff & Greater Flagstaff Forests Partnership also designated a Learning Hub by the Fire Adapated Communities program)

Number of acres to be treated: 225	**Number of acres specifically identified:** 225
Number of residences affected: 1,000	**Estimated cost per acre** (including match): 800

Is this project adjacent to USFS Lands? ☐ **Yes** ☒ **No** *If yes, please list:*
Is this project adjacent to BLM Lands? ☐ **Yes** ☒ **No** *If yes, please list:*

Which of the communities affected by this project are on Arizona's Communities-At-Risk list?
Flagstaff Arizona

Which of the communities affected by this project are currently FIREWISE USA recognized?
Several neighborhoods in the City of Flagstaff: (Flagstaff & Greater Flagstaff Forests Partnership also designated a Learning Hub by the Fire Adapated Communities program)

3	**Community Wildfire Protection Plan**
	Is this Project within an approved CWPP which follows the Healthy Forest Restoration Act guidelines: ☒ Yes ☐ No ☐ In Development
	If CWPP "In development" – please describe the status and expected completion date: 300 characters max This document was completed in 2005 and has been review and revised in 2012. It can be accessed via www.gffp.org.
	CWPP Name: Greater Flagstaff CWPP
	Is the project area identified as a priority within the CWPP: ☒ Yes ☐ No
	If yes, please explain (attach brief/relevant CWPP maps or documentation that identifies this project): 400 characters max Please see the attached Greater Flagstaff Area CWPP Document for reference. This document identifies the Observatory Mesa Natural Area as mapped in the Wildland Urban Interface, identifies areas of high risk under current conditions, and maps those areas modeled after treatment.

4 Project Overview and Area Description

All information for the project must fit into the allotted character space provided below.

Provide a brief overview of the project, project area(s), vegetation types, and the need for work in the proposed areas. For each area include planned treatment acres and clearly describe adjacency to USFS or BLM land. Include detail about how the project acres are identified and ready for treatment.
2500 characters max

The City's Observatory Mesa Open Space is a highly vulnerable, heavily stocked ponderosa pine forest, with interlocking canopies and a density range of between 120-200+ Basal Area/acre. Located on the western edge of the City, and overlooking at-risk neighborhoods which are immediately next to the Open Space area or within easy ember transport distance, the predominate wind direction and historical fire spread would move a fire from the Open Space area into adjacent residential areas quickly. (We experience a minimum of 30 critical fire weather days each year: defined as Relative Humidity below 5%, ground winds in excess of 20 mph, and temperatures in excess of 80 degrees). We've been engaged with hazardous fuel work in these adjacent neighborhoods for several years, and continue to partner with these property owners. Several schools, scattered businesses, a City Park, Lowell Observatory, the Museum of Northern AZ, one church, and the Flagstaff Medical Center and associated medical facilities are all within the zone of concern. The Observatory Mesa Open Space is also part of the Flagstaff Watershed Protection Project (FWPP) area, and extremely popular with recreationists which generates an elevated fire threat.

Funds would permit 225 acres of hazardous fuel mitigation work to occur within the Open Space area. The completed area would average no more than 80 Basal Area/acre, with openings and tree groups/clumps interspersed throughout. Forest treatment activity in the general Flagstaff area (selective thinning and debris disposal) averages $800/acre. TOTAL Project Cost: {225 acres x $793.44/acre} = $178,524, with the City fully prepared to meet the 10% match requirement ($19,836).

NOTE: Although not part of this request, the City also intends to conduct on-going and periodic broadcast burns throughout the treated area to replicate natural, low-intensity fire in the area and thus extend the effectiveness of the grant-funded treatment.

Scope of Work

All information for the project must fit into the allotted character space provided below.

5

Provide a scope of work which clearly describes how grant funds will be spent. (This should be more specific than the Project Overview.) Break out by task and tie into total project budget (Box 7).
3500 characters max

General resource-management planning and community outreach efforts for the entire Observatory Mesa Open Space area have been underway for the past year as part of our overall program. These efforts will continue in-advance of any grant-funded forest treatments. Once we receive notification of an award from this grant opportunity, Wildland Fire Management (WFM) staff will prepare necessary informational packets, present to the City Council, and obtain the necessary approvals to execute the Grant Agreement (common process with other grant awards).

Grant funds will be spent on selective thinning (ie – tree cutting) and debris disposal activities (pile burning and/or chipping). The intent is that:

A) Project set-up (boundaries, tree marking, access, etc), contract solicitation, negotiation, award and administration, public outreach (ie – signage, field tours, etc), reporting, issuance of payments, and final debris disposal work will be conducted/coordinated by WFM staff, and

B) Cutting, wood removal, initial debris disposal (ie – pile creation), and road closure or rehabilitation will be carried out by one-or-more 3rd party contracts. NOTE - working with the City's Purchasing Dept, both local and regional logging/tree service companies will be afforded the opportunity to bid on this project).

Cutting operations will follow a written prescriptive guideline (developed with input from entities identified in Block 11, with a post-cutting target of not-to-exceed 80 Basal Area/acre, interspersed with open areas and trees in a clumpy-groupy pattern throughout the area. This mimics historical patterns of ponderosa pine forests in our area, and allows the remaining trees/forest to withstand what otherwise might be damaging fire, as well as other disruptive agents (drought, insects). Ladder fuels will be isolated and/or removed, and important wildlife habitat areas, identified by our partners, will be protected.

Post-cutting debris disposal operations will occur by chipping and hauling and/or piling and burning on-site. Thereafter, broadcast burning operations (not a part of this grant request, and to be funded by future City budgets) will occur on a repeated 7-15 year cycle in order to keep fuels in a managed state, extend the effectiveness and life-cycle of the grant-funded treatment, and provide the ecological beneficial effects of frequent, low-intensity fire.

Throughout the duration of the grant, a Quarterly Report will be prepared that chronicles the story and our status at that moment-in-time: progress made, challenges, remaining deliverables, actions planned, etc. This, along with a Financial Statement requesting reimbursement for applicable expenses incurred in conducting grant funded operations will be developed in cooperation with the City's Finance Dept, and submitted to the State for processing.

NOTE: Block 5 – Other ($9,180) represents the City's established indirect rate for FY16 (10.20%).

Project Timeline

All information for the project must fit into the allotted character space provided below.

6

Provide a timeline for the entire project. Include benchmarks; begin/end dates, planned quarterly accomplishments, acres completed, etc. 900 characters max

Summer-Fall 2016 – Finalize general resource-management planning and continue public outreach efforts (separate from, and not part of the grant request);
GRANT FUNDS:
Winter 2016 – Upon award of the grant, initiate and complete specific project set-up;
Spring 2017 – Develop, solicit, and award 3rd party contract(s); Initiate cutting operations with 3rd-party contractor(s);
Summer 2017 – Initiate cutting operations with 3rd party contractor;
Fall 2018 - Complete 3rd party cutting operations, initial debris disposal operations, and road closure/rehabilitation efforts

7	Total Project Budget (by expense type)				
	Budget Detail (Provide additional detail in Block #5)	**Grant Share** (narrative breakdown in block #8)	**Match** (contributor & narrative breakdown in block #9)		**TOTAL**
			Dollars	**In-Kind**	
	Administrative Labor:	$0	$0	$0	$ 0
	Project Labor:	$0	$0	$2,500	$2,500
	Fringe Benefits:	$0	$0	$0	$ 0
	Project Related Travel:	$0	$0	$0	$ 0
	Non-capital Equipment:	$0	$0	$0	$ 0
	Supplies:	$0	$1,000	$0	$1,000
	Contractual:	$169,344	$7,156	$0	$176,500
	Other:	$9,180	$9,180	$0	$18,360
	TOTAL:	$178,524	$17,336	$2,500	$198,360

8 Grant Share Breakdown

All information for the project must fit into the allotted character space provided below.

Provide a detailed grant share explanation for the project. Please specify budget detail by category and the dollar amount. Include any additional information regarding special budget detail in this section.
900 characters max

The $169,344 spent on Contractual will include direct costs related to cutting, wood removal, initial debris disposal to include pile burning and/or chipping. The Other $9,180 is for indirect costs related to grant tracking, monitoring, and administration.

9 Match Breakdown

All information for the project must fit into the allotted character space provided below.

Provide a detailed match explanation for the project. Please specify each match contributor and the dollar amount or value (In-Kind) of each contribution. Applications will be disqualified if sufficient match is not identified. Federal dollars DO NOT qualify. 900 characters max

The $2,500 In-Kind will be provided by the City WFM staff support via the Wildland Fire Crew and the FWPP Operations Specialist to conduct site visits, help with project set-up, layout, operations, on the ground assistance, and project closeout as needed. The FWPP Ops specialist will also coordinate with stakeholders and other city staff, conduct public outreach to nearby neighborhoods, help train operator(s), enforce contract, direct corrective actions, prepare status updates, approve payments, document results, and submit Qtr reports. The $1,000 in supplies will be for additional flagging, marking paint, etc. going toward the site administration of the project. The contractual match ($7,156) will go towards acreage to complete cutting, wood removal, initial debris disposal and/or chipping paid by city's FWPP bond. The Other $9,180 is Indirect Cost match (block 8 describes this).

10	**Capacity** **All information for the project must fit into the allotted character space provided below.** **Briefly describe the applicant and partner capacity to complete this project as proposed. Describe who will be managing the project, doing the work, completing reports, etc.** 800 characters max The City's Wildland Fire Management (WFM) Division and Management Services Division will manage the award. Since 1997, WFM has successfully managed over $2M in grants and contracts, have a proven track record of completing hazard fuel mitigation work within the area, and helped established the Greater Flagstaff CWPP. We manage an innovative Wildland Urban Interface Code, adopted in 2008, employ a full-time staff of four professional foresters, employ a seasonal work force of 14, and, since 2001, have benefitted from over 24,000 hours of volunteer labor by community members.We are engaged with the Greater Flagstaff Forests Partnership, are an active participant with the Four Forests Restoration Initiative, and manage the $10M voter-approved Flagstaff Watershed Protection Project.

11	**Project Collaboration** **All information for the project must fit into the allotted character space provided below.** **Has this Project or Project Area been identified as a priority by an adjacent National Forest or the Bureau of Land Management? If this project complements a particular project on federal lands – please specify:** 300 characters max Yes. Greater Flagstaff Community Wildfire Protection Plan, Greater Flagstaff Forests Partnership Area-of-Interest, Flagstaff Watershed Protection Project (FWPP), and Four Forests Restoration Initiative.
	If you are collaborating with an adjacent National Forest or the Bureau of Land Management (BLM), who is your primary contact person: 50 characters max Mike Elson-Flagstaff District Ranger, Coconino NF
	Provide an overview of the collaboration with others in the planning of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.) Letters of support are encouraged. 500 characters max The NAU Ecological Restoration Institute, AZ Game & Fish Dept, US Fish & Wildlife Service, AZ State Forestry, Westridge Property Owners Association, and the City's Open Space Commission have assisted with planning the project. In addition, Greater Flagstaff Forests Partnership has assisted with planning and will also be engaged in monitoring and documenting outcomes. The USFS will include results in the annual CLFRP reporting as well.

12	**Project Longevity / Maintenance** **All information for the project must fit into the allotted character space provided below.** **Clearly explain how this project will remain effective over time without additional grant support.** 600 characters max Cutting operations will ensure ladder fuels are removed and long-term continuous-canopy separation. Broadcast burn operations will occur on a repeated and routine basis. On-going outreach efforts, both off-and-on site, will ensure continued community understanding and support. Photo points will be established to document change over time. City funds will be used to undertake efforts beyond the grant funded work.

Required Attachment(s):

☒ **Project Overview Map** (Maximum of 1 page – 8 ½ x 11)

☒ **Detailed Parcel Map(s) or list** (Maximum of 4 pages – 8 ½ x 11)

Permitted Attachments:
Check all that apply

☒ **CWPP Priority Documentation** (Maximum of 5 pages – 8 ½ x 11)

☒ **Letters of Support** (Maximum of 5)

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

2016 Wildland Fire Hazard Fuels Grant **October 5, 2016**
Detailed Work Plan
Flagstaff Fire Department - Observatory Mesa Forest Protection

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SCOPE:

Narrative Overview - Flagstaff sits within the largest continuous ponderosa pine forest in the world. A 2003 report identified Flagstaff as the #1 Wildfire Threatened community within AZ. In 2012, City voters approved a $10 million bond to plan and conduct forest treatments in two key community watersheds. The *Flagstaff Watershed Protection Project* (FWPP) is designed to treat upwards of 10,000 acres, primarily outside the City but on the Coconino National Forest. The work to be undertaken by this grant directly compliments FWPP, by enlarging the overall treated area.

In late 2013, the City purchased roughly 2,200 acres of State Trust Land as Open Space. Located on Observatory Mesa, the four adjacent parcels are on the west side of town. The vulnerability of wildfire damage for this site is well-known and understood, as is the need to conduct forest treatments to reduce those threats. We take our commitment to protecting our community from wildfire very seriously.

Project Tasks/Components –

a) Planning and Oversight: Paul Summerfelt, Wildland Fire Management Officer (WFM) Division of the Flagstaff Fire Dept (FFD), three other WFM FTE staff will be responsible for all phases of, to include project boundary marking, stakeholder notification, prescription development, tree marking, temporary road layout, pipeline easement crossing permits, contract solicitation, vendor selection, and contract oversight/invoice approvals, debris disposal (chipping and hauling), and reporting for all grant-funded operations. (NOTE - staff and students from Northern AZ University's School of Forestry and/or Ecological Restoration Institute and members of the Greater Flagstaff Forests Partnership may be engaged in planning and monitoring, but their involvement, if it occurs at all, is outside this grant process.)
b) Financial Management: Stacey Brechler-Knaggs, City of Flagstaff Grants Manager, will coordinate adherence to all grant agreement provisions and all reimbursable invoicing processes.
c) Field Treatment Work (cutting, processing, debris piling, and wood removal): Work will largely be accomplished by a single vendor, selected via the City's Procurement process. In addition, volunteers may be utilized to clean-up and remove any excess wood not removed during vendor operations.

Outcomes - Specifically, we will complete 225 acres of selective tree thinning and debris disposal. The overall goal is to reduce/eliminate excessive and overly-dense natural fuels, to a basal (BA) over the entire site to a range of 60-80, thereby lowering the risk of future wildfire hazard fuels and insect infestations. To facilitate this work, we will conduct an active and on-going outreach effort toward adjacent neighborhoods and individual stakeholders, all interested in the long-term management of these parcels.

SCHEDULE:

Project Deliverables -

CY	**Qtr**	**Activity**	**Reporting**
2016:	3rd	• Finalize grant details with ASF • Notify neighborhoods through outreach campaign • Brief City council and internal partners • Develop contract solicitation package (RFP).	• Qtr report to ASF
	4th	• Develop operational plans, in preparation of the initiation of forest treatments.	• Qtr report to ASF
2017	1rst	• Notify potential vendors and solicit bids; • Select a vendor; and • Provide project status update and outlook to stakeholders.	• Qtr report to ASF
	2nd	• Initiate treatments and begin operations as weather and fire conditions permit; • Monitor on-going & completed work; and • Provide project status update and outlook to stakeholders.	• Qtr report to ASF
	3rd	• Continue all vendor cutting, processing, and wood removal – chipping and hauling • Provide project status update and outlook to stakeholders.	• Qtr report to ASF
	4th	• Complete all vendor cutting, processing, and wood removal – chipping & hauling • Provide project status update and outlook to stakeholders.	• Qtr report to ASF
2018	1rst	• Provide project status update and outlook to stakeholders	• Qtr report to ASF
	2nd	• Provide project status update and outlook to stakeholders. • Close-out project.	• Final Report to ASF

Project Support -

Fiscal Year	**Qtr**	**Activity**
2016	3rd	• Brief City Council and key cooperators/partners.
	4th	• Publicize via Dept's Web Page and Social Media networks.
2017	1rst & 2nd	• Conduct public field tours; and • Publicize via Dept's Web Page and Social Media networks.
	3rd	• Brief City Council and key cooperators/partners; • Publicize via Dept's Web Page and Social Media networks; • Engage volunteers where applicable; and • Host field tour of project sites for key partners and community residents.
	4th	• Publicize via Dept's Web Page and Social Media networks progress & completion.

BUDGET:

Summary - Total project is for $198,360, with 90% ($178,524) coming from this grant; the remaining required 10% match ($19,836) will be provided from the City as shown in Project Budget worksheet (attached).

CONCLUSION: Completion of the forest treatments detailed in this plan will reduce the threat of future wildfire damage, improve forest health, boost our FireWise program, protect key infrastructure, neighborhoods, and natural resources, and enhance collaborative efforts with our many partners.

For more information on our program, visit ***www.flagstaffaz.gov/wildlandfire***

For more information on the FWPP, visit ***www.flagstaffwatershedprotection.org***

Project: Observatory Mesa Forest Protection - Section 8

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$0**	**$2,500**	**$0**	**$2,500**
Project Labor:	**$0**	**$0**	**$0**	**$ 0**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$750**	**$0**	**$ 750**
Contractual:	**$162,442**	**$14,799**	**$0**	**$177,241**
Other:	**$16,082**	**$1,787**	**$0**	**$17,869**
TOTAL:	**$178,524**	**$19,836**	**$ 0**	**$198,360**

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

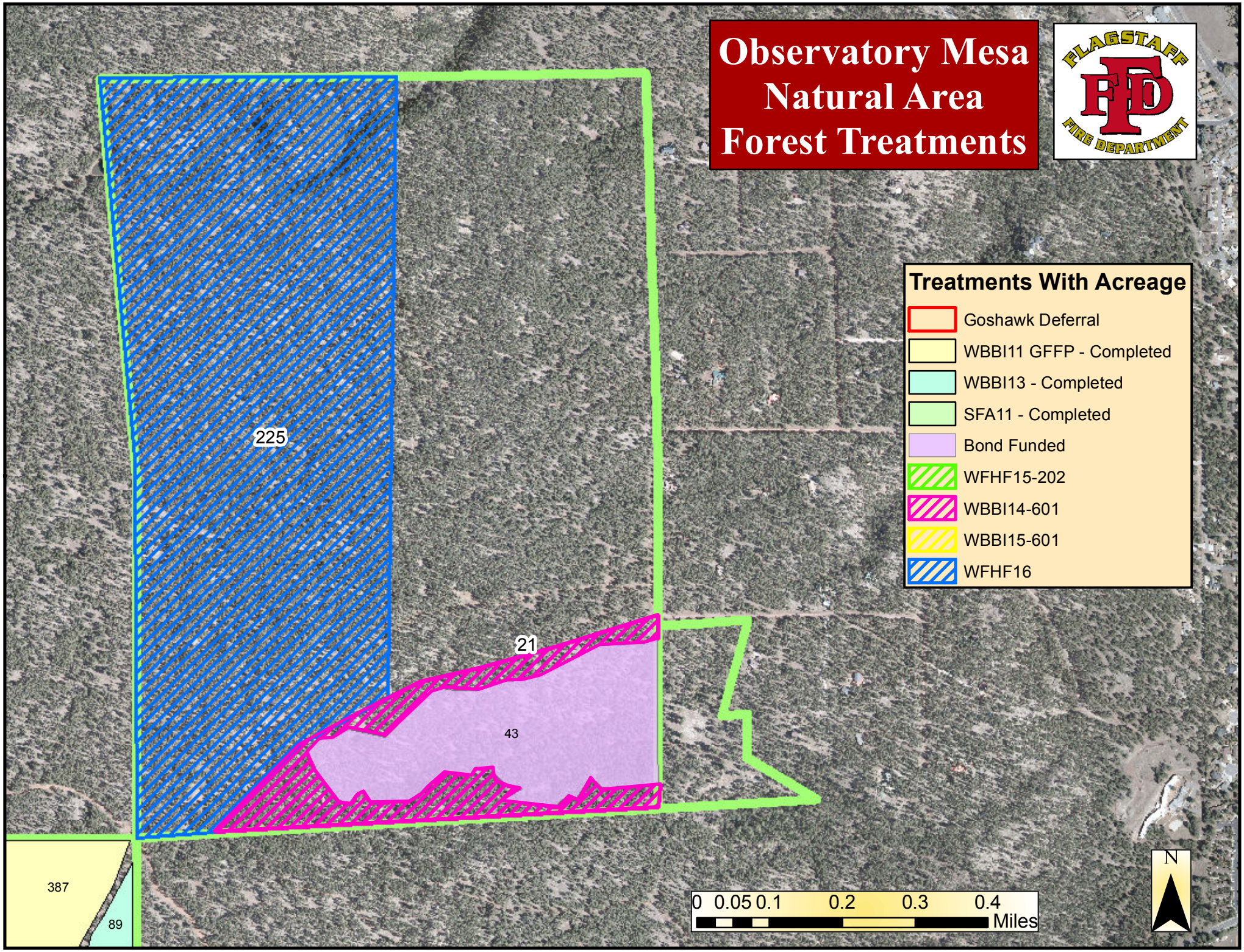
Administrative Labor: $2,500.00 will be allocated for 1 full time personnel to conduct site set-up, monitioring, outreach, reporting, and planning of field work and site administration. It is estimated around 40 hours of the 120 hours will be used for outreach.

1. 1 FTE employee = ~120+ hrs @ ~$21.00/hr =$2,500.00

Supplies: $750.00 will be allocated for the purchase of miscellaneous supplies for site-setup and administration. Supplies include:
Marking paint for site set-up: Aervoe 4-6 cases @ $5.00x48-72cans=~$350.00
Printing of outreach materials and signage: Brochures and All weather signs @ ~$400.00+

Contractual: The 90% grant share of $162,442.00 and the 10% city's grant hard match of $14,799 totaling $177,241 will be allocated for mechanical harvest and initial debris disposal (chipping and hauling) of 225 acres of hazardous fuels on Observatory Mesa Natural Area Section 8. Average cost per acre will be $787.

Other: A total of $16,082 of grant share is allocated for funds associated with city's grant administration. 9.9% is the established indirect cost rate established in the City's Indirect Rate Cost Agreement for fiscal year 2017. The breakout is as follows:
1. Total direct cost = $180,491
2. Total direct cost x 9.9% = $17,868
3. Grant share of total direct cost = $16,082
4. Match share of total direct cost = $1,787


Observatory Mesa
Natural Area
Forest Treatments
FLAGSTAFF
FD
FIRE DEPARTMENT
Treatments With Acreage
Goshawk Deferral
WBBI11 GFFP - Completed
WBBI13 - Completed
SFA11 - Completed
Bond Funded
WFHF15-202
WBBI14-601
WBBI15-601
WFHF16
225
21
43
387
89
0 0.05 0.1 0.2 0.3 0.4
Miles
N

Grant Name: AZ State Forestry - 2016 Wildland Fire Hazard Fuels Grant
Grant Number: WFHF 16-xxx

Funding Allocations			
State Percentage	90.00%		
Indirect Cost Rate Allowed	9.90%	FY2016	

When the PROJECT amount is known:

Project Information			
Total Project Cost (Direct only)	178,524.00		
Total Indirect Allowed	17,674.00		
Total with Indirect	196,198.00		
		Rounding	
Federal Funding	176,578.00	0	0=Dollars, 2=cents
State Funding	-	0	0=Dollars, 2=cents
City Match	19,620.00		
	196,198.00		

When the grant AWARD is know:
(Put in the Primary Funding Source.)

Grant Award Amount	178,524.00		
Funding Agency	1	1=Federal, 2=State	
Total Project w/ Indirect	198,360.00	0	0=Dollars, 2=cents
Total Project Direct Cost	180,491.00		
Total Indirect Cost	17,869.00		
		Rounding	
Federal Funding	178,524.00	0	0=Dollars, 2=cents
State Funding	-	0	0=Dollars, 2=cents
City Match	19,836.00		
	198,360.00		

Subrecipient: City of Flagstaff Fire Department

☒ Has a current Negotiated Indirect Cost Rate Agreement (NICRA) with a federal agency.

☐ Has submitted a proposal for a NICRA and is awaiting approval.

☐ Does not have, and has never had, a NICRA. Subrecipient is requesting to use De minimis rate as allowed in 2 CFR 200.414

Details

Type of Rate: Agreed rate with Federal Aviation Administration (FAA).
Agreement dated: May 3,2016

Indirect Rate % : 9.9

Rate is applied to base of: Total direct costs include all actual costs not classified as indirect costs.

Term of Rate: FY 2016 (July 1, 2015 - June 30, 2016). Sub grantee has requested to use this rate throughout term of grant, though actual FY 2017 Rate is higher.

Other Information:

Subrecipient understands they must comply with Indirect Guidelines in Code of Federal Regulations 2CFR200. For full information on 2CFR200: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Inclusion of this as part of the award indicates agreement by subrecipient

ATTACHMENT C
General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – http://www.ecfr.gov. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”. By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, “Responsibilities of Participants

Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
(b) Collecting a certification from that person
(c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS**.** Sub-grantee shall acknowledge Arizona State Forestry Division and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS**.** Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

(1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the "Grant Reimbursement Form". By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the "Grant Reimbursement Form", the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantees sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.

- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.

- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)

- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff , contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than $5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than $5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding $20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.

ATTACHMENT E

Quarterly Performance Report

Year:_____

Quarter ending (circle one): Mar 31 June 30 Sept 30 Dec 31

Project Name:_____ Grant No:_____

Sub-grantee Name & Address: _____
_____
_____

Name of Person Filing This Report:_____

(Attach additional pages as needed)

Narrative Report: (List activity for this quarter. Include appropriate comments regarding expenditures for employees or equipment, volunteers, donated time or materials etc.)

Project Objectives Accomplishment: (During this reporting period, what progress has been made toward meeting the project objectives stated in the Detailed Project Plan?)

1)
2)
3)

Measurement Criteria: (What is the success in meeting the overall measurement criteria stated in the Detailed Project Plan?) Please provide cumulative numbers for key criteria, such as acres completed, trees planted, educational program completed, etc.

List key project objectives and current overall status:

1)
2)
3)

Arizona State Forestry
Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name:

Total Grant Amount: $0.00 **Total Match Required:** $0.00

Grant Expiration/End Date: (Grant $ + Match $ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

	Reimbursable Costs	Match	Total
	0.00	0.00	0.00

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	0.00	0.00	0.00
Personnel	0.00	0.00	0.00
Contracted Services	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
Other	0.00	0.00	0.00
Other	0.00	0.00	0.00
Other	0.00	0.00	0.00
Volunteer time	N/A	0.00	0.00
In-Kind Contributions	N/A	0.00	0.00
Total:	0.00	0.00	0.00

Cumulative Project Totals (This period request added to all previous reimbursement requests):

	Reimbursable Costs	Match	Total
	0.00	0.00	0.00

* As long as the Cumulative **MATCH** meets the required amount, this Reimbursement Period's **REIMBURSABLE** amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature *Title* *Date*

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

This form is available electronically.

Form Approved – OMB No. 0505-0027
Expiration Date: 12/31/2018

USDA

United States Department of Agriculture

AD 1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED *(MM-DD-YYYY)*

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	11/17/2016
Meeting Date:	12/06/2016

TITLE:

Consideration and Adoption of Ordinance No. 2016-41; and License Agreement: An ordinance authorizing the conveyance of approximately ten (10) acres of land on McMillan Mesa to the State of Arizona for the construction and operation of a Veterans' Home; and License Agreement with the State of Arizona providing for continued use of the land for City purposes prior to development. ***(Land for Veterans' Home)***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-41 by title only for the final time
2) City Clerk reads Ordinance No. 2016-41 by title only (if approved above)
3) Adopt Ordinance No. 2016-41
4) Approve the License Agreement, to be effective upon conveyance of land to State of Arizona

Executive Summary:

The City Council, and City Staff have been working with the Arizona Department of Veterans' Services since 2012 regarding locating a veterans' facility in the City of Flagstaff. Staff had presented to Council a variety of locations and it was determined that the best location for the facility was on McMillan Mesa. Staff is submitting an ordinance for the donation of 10 acres of land, a portion of County Assessor parcel no. 10902001N, located at 2100 North Gemini Drive, Flagstaff, AZ, 86001. This land will be for the sole purpose of the construction and operation of a veterans' skilled nursing facility. The land will be transferred by Quit Claim Deed, will revert to the City if conditions therein are not met. The State has agreed to comply with City Dark Sky lighting standards.

Financial Impact:

The financial impact to the City is the donation of 10 acres of land for the site of the veterans' facility. The City receives valuable consideration in return for the donation, as the community will benefit from the location of a veterans' facility in Northern Arizona. The Arizona Department of Veterans' Services will be paying the costs associated with the construction. These funds will come from the States contribution of $10 million dollars that was recently approved in the FY2017 budget and appropriated, and from grant money from the Federal Government.

Policy Impact:

Not Applicable

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
10) Support and assist the most vulnerable

Has There Been Previous Council Decision on This:

Yes,

December 11, 2012 Homer Rodgers, Assistant Deputy Director of the Arizona Department of Veterans' Services presented to Council on a potential veterans' facility and cemetery in Bellemont, Arizona.

December 16, 2014 Staff presented information to Council to discuss potentially using a portion of McMillan Mesa for a veterans' facility.

January 6, 2015 Staff presentation. Council directed staff to explore a veterans' facility opportunity.

March 10, 2015 Staff presentation.

May 12, 2015 Council meeting

June 2, 2015 Resolution No. 2015-16 memorializing direction for staff to bring an ordinance for consideration providing land for a veterans' facility.

October 11, 2016 Executive Session.

Key Considerations:

Benefits of the Veterans' Facility

1. Provide a facility for the veterans' in Northern Arizona.
2. 60 bed facility with room for expansion
3. Nursing services for the veterans
4. Recreation, social and community benefits
5. Housing for veterans
6. 80 new jobs for Flagstaff

Community Benefits and Considerations:

Inform
Consult
Involve

Community Involvement:

The City has held multiple open houses, presented this to the Open Space Commission, Parks and Recreation Commission, and has presented this topic to council on various dates.

Attachments:

Ordinance 2016-41
Final Quit Claim Deed
Legal Descriptions
Exhibit A-1
Final License Agreement
Veterans' Facility Location
PowerPoint

ORDINANCE NO. 2016-41

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE CONVEYANCE OF APPROXIMATELY TEN (10) ACRES OF LAND ON MCMILLAN MESA TO THE STATE OF ARIZONA FOR THE CONSTRUCTION AND OPERATION OF A VETERANS' HOME; PROVIDING FOR SEVERABILITY, DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the State of Arizona, acting by and through the Arizona Department of Veterans' Services ("AZDVS") has requested that the City convey land to the AZDVS for construction and operation of a veterans' skilled nursing facility ("Veterans' Home");

WHEREAS, the City owns approximately ten (10) acres of land located on East Gemini Drive, on McMillan Mesa, and legally described and depicted in Exhibits A and A-1 attached hereto (the "Property") that is acceptable to AZDVS;

WHEREAS, the City Council finds that the conveyance of Property to AZDVS for the construction and operation of a Veterans' Home in Flagstaff is a public use and will provide a valuable community benefit;

WHEREAS, City of Flagstaff is authorized pursuant to the Flagstaff City Charter Article VII, Section 5, and Article VIII, Section 10 to convey the real property by ordinance to AZDVS in consideration for the construction and operation of a Veterans' Home.

ENACTMENTS:

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The City of Flagstaff hereby authorizes conveyance of the Property by the Quit Claim Deed attached hereto to the State of Arizona, acting by and through the Arizona Department of Veterans' Services; provided, however, the conveyance is conditional and fee simple title to the Property shall automatically revert to the City of Flagstaff in the event any one of several stated covenants and conditions in the Quit Claim Deed is not met.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to convey the Property described in said Quit Claim Deed, and to carry out the purpose and intent of this ordinance.

SECTION 3. Severability.

That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the City Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this _____ day of _____ _____, 2016.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Attachments:
Quit Claim Deed Subject to Covenants and Conditions
Exhibits A and A-1 Legal description and map of the Property

When recorded, mail to:
City Clerk
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

Exempt Pursuant to
A.R.S. § 11-1134(A)(3)

QUIT CLAIM DEED
Subject to Covenants and Conditions

For good and valuable consideration, including specifically the representation that a Veterans' Home is to be constructed by Grantee on the certain property described below, the receipt and sufficiency of which are hereby acknowledged, CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona ("Grantor"), hereby quit-claims to THE STATE OF ARIZONA, acting by and through the Arizona Department of Veterans' Services ("Grantee"), all of Grantor's rights, title, or interest in the following described real property situated in Coconino County, Arizona:

> Approximately ten (10) acres of land located on East Gemini Drive, Flagstaff, Arizona 86001 as legally described and depicted in Exhibit A and A-1 attached hereto and incorporated herein by reference ("Property");

SUBJECT TO current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and matters which a correct and accurate survey of the Property would disclose;

PROVIDED THAT THIS CONVEYANCE IS SUBJECT TO the following covenants and conditions ("Covenants and Conditions"):

1. The Property shall be used only (a) as provided in the certain License Agreement being entered into simultaneously with the filing of this Quit Claim Deed, and (b) after the termination of the certain Licensing Agreement, for the construction of and use as an Arizona Veterans' Home ("Veterans' Home") at Grantee's cost and expense.

2. Fee title to the Property shall automatically revert to Grantor, Grantor shall have sole ownership of such Property, and Grantee forfeits all right, title and interest to the Property without further consideration to Grantee, if any of the following occurs:

    a. Grantee is unable to secure a federal conditional grant letter for federal funds necessary for construction of the Veterans' Home on or before January 1, 2021; or

    b. Grantee sells, conveys, leases, encumbers or otherwise transfers any of the Grantee's right, title or interest in all or any of the Property without prior approval of the

Flagstaff City Council in its sole discretion; or

c. After the contemplated Veterans' Home comes into use, Grantee ceases to operate the Veterans' Home on the Property; or

d. The Veterans' Home is not initially constructed with a minimum of sixty (60) beds; or

e. The Veterans' Home exceeds two (2) stories in height and/or thirty-five (35) feet above natural grade; or

f. The Veterans' Home fails to comply with City of Flagstaff Outdoor Lighting Standards.

IN THE EVENT the Property reverts to Grantor, all of Grantee's right, title and interest to any improvements, structures, or fixtures ("Facilities") then existing in or on the Property shall automatically vest in Grantor, and Grantee shall forfeit all its right, title and interest in the Facilities unless the parties mutually agree in writing upon other disposition; provided, however, the federal government may retain right, title and/or an interest in the Facilities pursuant to the federal grant for the Veterans' Home.

GRANTOR MAY ENFORCE the foregoing Covenants and Conditions by injunction, specific performance, or any other remedy available at law or equity.

THE COVENANTS AND CONDITIONS SHALL RUN WITH THE LAND and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Dated this ___ day of _____, 2016.

GRANTOR:

CITY OF FLAGSTAFF

_____

By: Hon. Gerald W. Nabours, Mayor

STATE OF ARIZONA)
) ss.
County of Coconino)

This instrument was acknowledged before me this ___ day of _____, 2016, by _____, on behalf of Grantor.

_____
Notary Public

My commission expires:

_____

ATTEST:

_____
Elizabeth Burke, City Clerk

APPROVED AS TO FORM BY:

_____
City Attorney's Office

GRANTEE HEREBY ACCEPTS AND AGREES TO the foregoing Quit Claim Deed and the Covenants and Conditions therein.

GRANTEE:

STATE OF ARIZONA, acting by and through
the Arizona Department of Veterans' Services

_____
By:_____
Director of the Arizona Department of Veterans' Services

STATE OF ARIZONA)
) ss.
County of _____)

This instrument was acknowledged before me this ___ day of _____, 2016, by _____, on behalf of Grantee.

_____
Notary Public

My commission expires:

_____

Attachments: Exhibit A and A-1 legal description and map

Northland Exploration Surveys, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of that parcel of land described in Docket 1668, Page 237 of the Records of Coconino County, Arizona, situated in the Southwest ¼ of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel being more particularly described as follows:

From the Southwest section corner of said Section 11, said point being a found BLM Cap, thence S 89° 59′ 42″ E, along the South section line of said Section 11, for a distance of 650.39 feet to a non-tangent point of curvature on the East Right-of-Way line of Gemini Drive, from which the South ¼ of said Section 11, a found Cap 14671, bears S 89° 59′ 42″ E a distance of 2003.11 feet;

Thence Northeasterly along said East Right-of-Way line, along a curve to left, having a central angle of 2° 10′ 02″ and a radius of 800.04 feet, for a distance of 30.26 feet, the chord of said curve bears N 07° 22′ 02″ E a distance of 30.26 feet, to a non-tangent point, said point being the **TRUE POINT OF BEGINNING;**

Thence S 89° 59′ 47″ E for a distance of 585.88 feet to a set ½″ rebar w/Cap 14671;

Thence N 14° 29′ 46″ W for a distance of 331.22 feet to a set ½″ rebar w/Cap 14671;

Thence N 13° 18′ 11″ W for a distance of 564.50 feet to a set ½″ rebar w/Cap 14671;

Thence N 74° 43′ 21″ W for a distance of 453.31 feet to a set ½″ rebar w/Cap 14671, said point being a non-tangent point of curvature on the East Right-of-Way line of said Gemini Drive;

Thence Southeasterly along said East Right-of-Way line, along a curve to the right, having a central angle of 35° 04′ 06″ and a radius of 350.00 feet, for a distance of 214.22 feet, the chord of said curve bears S 17° 52′ 10″ E a distance of 210.89 feet, to a set ½″ rebar w/Cap 14671;

Thence S 00° 21′ 10″ E, along said East Right-of-Way line, for a distance of 696.45 feet to a set ½″ rebar w/Cap 14671, said point being a point of curvature;

Thence Southwesterly along said East Right-of-Way line, along a curve to the right, having a central angle of 06° 37′ 18″ and a radius of 800.04 feet, for a distance of 92.46 feet, the chord of said curve bears S 02° 58′ 22″ W a distance of 92.41 feet, to the **TRUE POINT OF BEGINNING,**

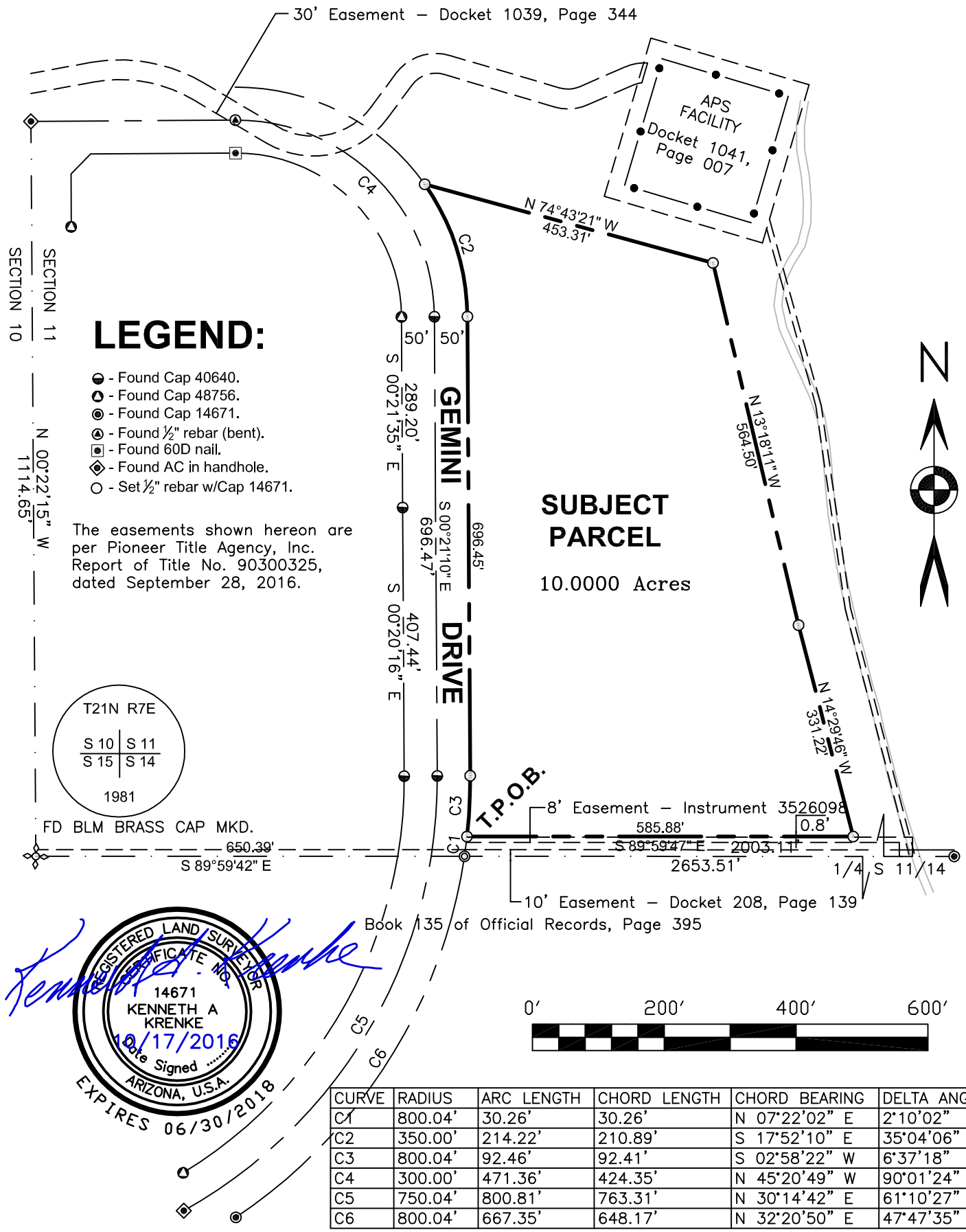
Said parcel contains 10.0000 acres of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof by this reference.

NES # 16-097

REGISTERED LAND SURVEYOR
CERTIFICATE NUMBER
14671
KENNETH A KRENKE
10/17/2016
Date Signed
ARIZONA, U.S.A.
EXPIRES 06/30/2018

P. O. Box 1401 / Flagstaff, Arizona 86001-5308 / (928) 774-5058

EXHIBIT "A-1"



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	800.04'	30.26'	30.26'	N 07°22'02" E	2°10'02"
C2	350.00'	214.22'	210.89'	S 17°52'10" E	35°04'06"
C3	800.04'	92.46'	92.41'	S 02°58'22" W	6°37'18"
C4	300.00'	471.36'	424.35'	N 45°20'49" W	90°01'24"
C5	750.04'	800.81'	763.31'	N 30°14'42" E	61°10'27"
C6	800.04'	667.35'	648.17'	N 32°20'50" E	47°47'35"

P.O. BOX 1401 / Flagstaff, Arizona 86002 / (928) 774-5058

LICENSE AGREEMENT
between
The State of Arizona Department of Veterans' Services
and the
City of Flagstaff

This License Agreement (the "Agreement") is made this _____day of 2016 by and between the State of Arizona Department of Veterans' Services ("ADVS") as owner of the Property will be The Licensor, with offices at 3839 North Third Street, Ste. 200, Phoenix, Arizona 85012, and the City of Flagstaff ("City") who will use the Property as described in this This Agreement and will be The Licensee, an Arizona municipal corporation with offices at 211 W. Aspen Street, Flagstaff, AZ. 86001

RECITALS

A. City is donating by Quit Claim Deed approximately ten (10) acres of real property located on East Gemini Drive, Flagstaff, Arizona 86001, as legally described and depicted in "Exhibit A" attached hereto ("the "Property") to ADVS for construction and operation of a veterans' home;

B. The Property is currently used by the City of Flagstaff Public Works for storage of construction materials and equipment;

C. City desires to continue to use the Property until such time as ADVS is ready to proceed with construction of a veterans' home.

NOW, THEREFORE, in consideration for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement will commence upon the date the Quit Claim Deed for the Property is recorded in the Coconino Recorder's Office. The term will continue until such time this Agreement is revoked by ADVS or terminated by City pursuant to Section 6 below.

2. Permitted Uses of Property

City may use the Property during the term of this Agreement for storage of construction materials and equipment by City, including City project contractors and subcontractors. City may use the Property for other uses with advance written permission of an authorized representative of ADVS.

3. ADVS Right of Entry

ADVS reserves the right to enter onto the Property at any time during the term of this Agreement to conduct due diligence in preparation for design and construction of a veterans' home so long as such entry does not interfere with City use and ADVS provides both the City Real Estate

Manager and City Public Works Director at least ten (10) calendar days advance notice of the dates and times of entry.

4. Indemnification

Each party (as "Indemnitor") agrees to defend, indemnify, 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 (except as provided otherwise in this paragraph) only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers; the City's responsibility shall include all liabilities for any Claims arising out of any use of the Property by any City project contractor or subcontractor. In addition, City hereby agrees to indemnify ADVS for any liabilities arising out of the environmental condition (as of the date of this Agreement) of the Property. The State of Arizona (ADVS) is self-insured per A.R.S. 41-621.

5. Insurance

During the term of this agreement, City shall maintain at its own expense, insurance that includes (but is not limited to) environmental liability, property, general liability, auto liability, and workers compensation coverage as applicable.

6. Indemnity and Insurance Requirements for the City's Contractors

In addition, should City utilize any contractor(s) and/or subcontractor(s) with regard to the Property, the contract(s) between City and its contractor(s) and subcontractor(s) shall include the following:

> Indemnity and Hold Harmless Obligation.
> To the fullest extent permitted by law, contractor shall defend, indemnify, and hold harmless the City of Flagstaff ("City"), the Arizona Department of Veterans' Services ("ADVS"), and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and ADVS, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State and ADVS.

Insurance Requirements for Any Contractors/Subcontractors.
[Note: this requirement applies only to contractors used by City, not to City itself] The insurance requirements herein (the "Insurance Requirements") are minimum requirements and in no way limit the indemnity covenants contained in any agreement between City and ADVS. The State of Arizona and ADVS in no way warrant that the minimum limits contained herein are sufficient to protect City or its contractor(s) from liabilities that might arise out of the performance of the work under this contract by the contractor, its agents, representatives, employees or subcontractors, and contractor and City are free to purchase additional insurance.

Minimum Scope and Limits of Insurance
Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form
The policy shall include bodily injury, property damage, and broad form contractual liability coverage:

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor.
b. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.
[Note that City is also required to be an additional insured, and City may supply the contractor with its own list of persons/entities to be insured.]

2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this contract:

- Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect

to liability arising out of the activities performed by, or on behalf of, the contractor involving automobiles owned, hired and/or non-owned by the contractor.

b. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

[Note that City is also required to be an additional insured and it should supply the contractor with its own list of persons/entities to be insured.]

3. Workers' Compensation and Employers' Liability

•	Workers' Compensation	Statutory
•	Employers' Liability	
o	Each Accident	$1,000,000
o	Disease – Each Employee	$1,000,000
o	Disease – Policy Limit	$1,000,000

a. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of ADVS and the State of Arizona, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions: The contractor's policies, as applicable, shall stipulate that the insurance afforded the contractor shall be primary and that any insurance carried by ADVS, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. §41-621 (E). Insurance provided by the contractor shall not limit the contractor's liability assumed under the indemnification provisions of this contract.

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to ADVS. Within two (2) business days of receipt, contractor must provide notice to ADVS if it receives notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to ADVS and shall be mailed and sent by facsimile transmission to Mr. Robert Barnes, Arizona Department of Veterans' Services, 3839 North Third Street, Ste. 200, Phoenix, Arizona 85012, facsimile: 602-255-1038.

Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less

than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

Verification of Coverage
Contractor shall furnish ADVS with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that contractor has the insurance as required by this contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by ADVS before work commences. ADVS's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive any right of ADVS or otherwise affect the requirements of any agreement between ADVS and the City. Each insurance policy required by this contract must be in effect at, or prior to, commencement of work under this contract. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this contract shall be sent directly to ADVS. ADVS has the right to require complete copies of all insurance policies required by this contract at any time.

Subcontractors
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified herein. ADVS has the right to require, at any time throughout the life of the contract, proof from the contractor that its subcontractors have the required coverage.

Exceptions
In the event the contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the Insurance Requirements shall apply.

7. Revocation by ADVS; Termination by City

ADVS may revoke this Agreement by providing at least six (6) months written Notice of License Revocation, instructing the City to vacate the premises and remove any and all construction materials and equipment from the Property. City may terminate this Agreement at any time after January 1, 2021 by providing at least thirty (30) days written Notice of Termination to ADVS.

8. Notices

All notices or other communications under this Agreement shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or on the date of receipt indicated on the return receipt if delivered by U.S. Mail, certified or registered, return receipt requested, postage prepaid and addressed as follows:

If to ADVS: Mr. Robert Barnes
Arizona Department of Veterans' Services

3839 North Third Street, Ste. 200
Phoenix, Arizona 85012

If to City: City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

Or to such other person/address as a party may provide to the other by written notice.

9. Governing Law, Jurisdiction and Forum

This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The parties agree that the courts of Arizona shall have exclusive jurisdiction and that Coconino County shall be the proper venue.

10. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating the relationship of principal or agent or of partnership or joint venture.

11. Cancellation

This Agreement is subject to the cancellation provisions of ARS § 38-511.

12. Compliance with Laws and Regulations

City will comply with all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to its use of the Property.

13. Assignment Prohibited

This license is a personal right to the City, and is not subject to assignment without the written consent of ADVS, which consent shall not be unreasonably withheld. In the event ADVS consents to assignment, City as the Assignor shall give written notice to the Assignee that the Assignee shall be subject to and obligated under all terms and conditions of this License Agreement. Furthermore, the City hereby consents that any Assignment shall not relieve the City of its obligations under all terms and conditions of this License Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

City of Flagstaff	**State of Arizona Department of Veterans' Services**
_____	_____
Title: City Manager	**Title:**

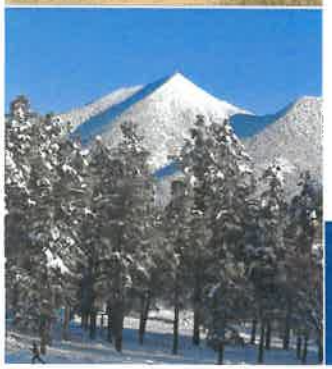
_____	_____
Dated:	**Dated:**
ATTEST:	**APPROVED AS TO FORM:**
_____	_____
City Clerk	**City Attorney**
_____	_____
Dated:	**Dated:**

S:\Legal\Civil Matters\2016\2016-518 Veterans' Home – Ordinance, Quit Claim Deed, Leaseback, Overall Agreement\PHX-#5364148-v1-COMPARE_City_of_Flagstaff_ADVS_License_Agreement_for_Rea (3).docx

Veterans Home Site Configuration

200
Feet

City of Flagstaff
26 Sep 2016



Veterans' Home Update

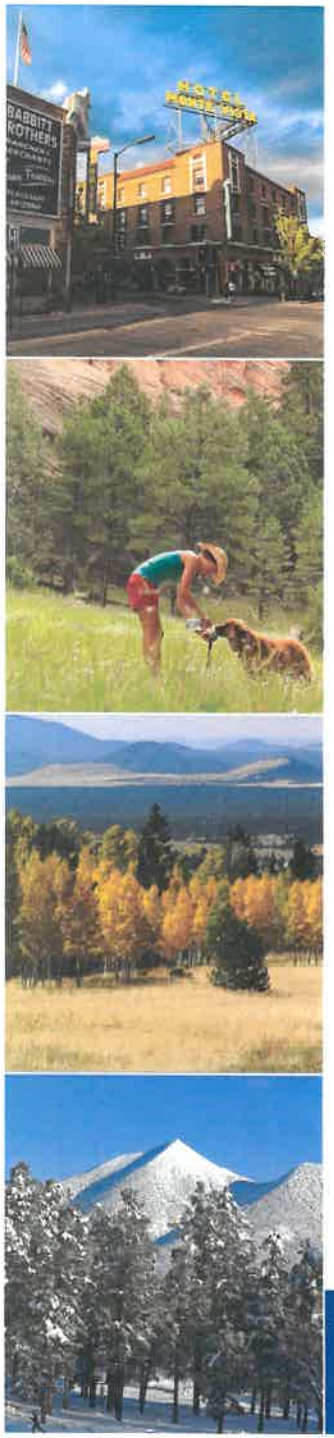
Work Session
11/8/16

Presented By:
Charity Lee
Real Estate Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

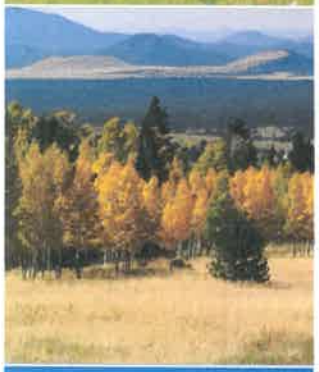
History

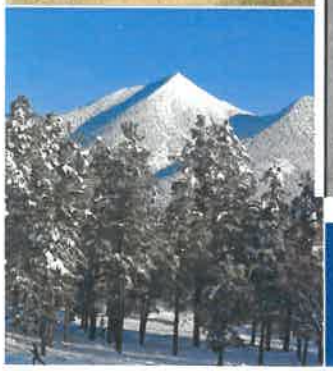
- 2015 City Council approved Resolution no. 2015-16
- May 7, 2016 FY17 State Budget approved, $10 million appropriation for veterans home in Flagstaff
- July 2016 City staff met with the Arizona Department of Veterans' Services ADVS) to confirm the location of the site, a 10 acre portion of parcel 109-02-001N located on McMillan Mesa



History

- 9/22/16 Meeting with ADVS to negotiate the Quit Claim Deed and City to have a license back for the continued use of the site until January 1, 2021
- 9/26/16 Open Space Commission was supportive of donating 10 acres of land on McMillan Mesa
- 10/11/16 Council Executive Session





TEAM FLAGSTAFF

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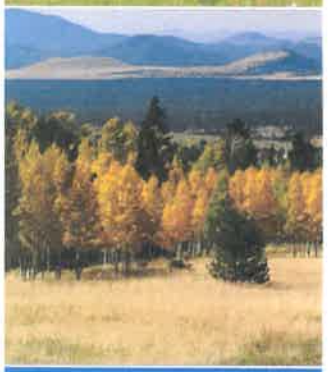


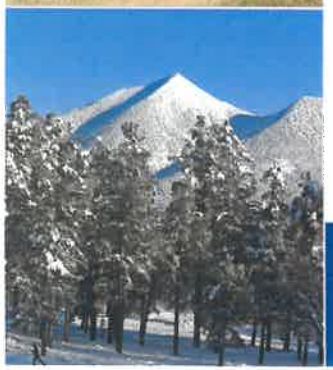
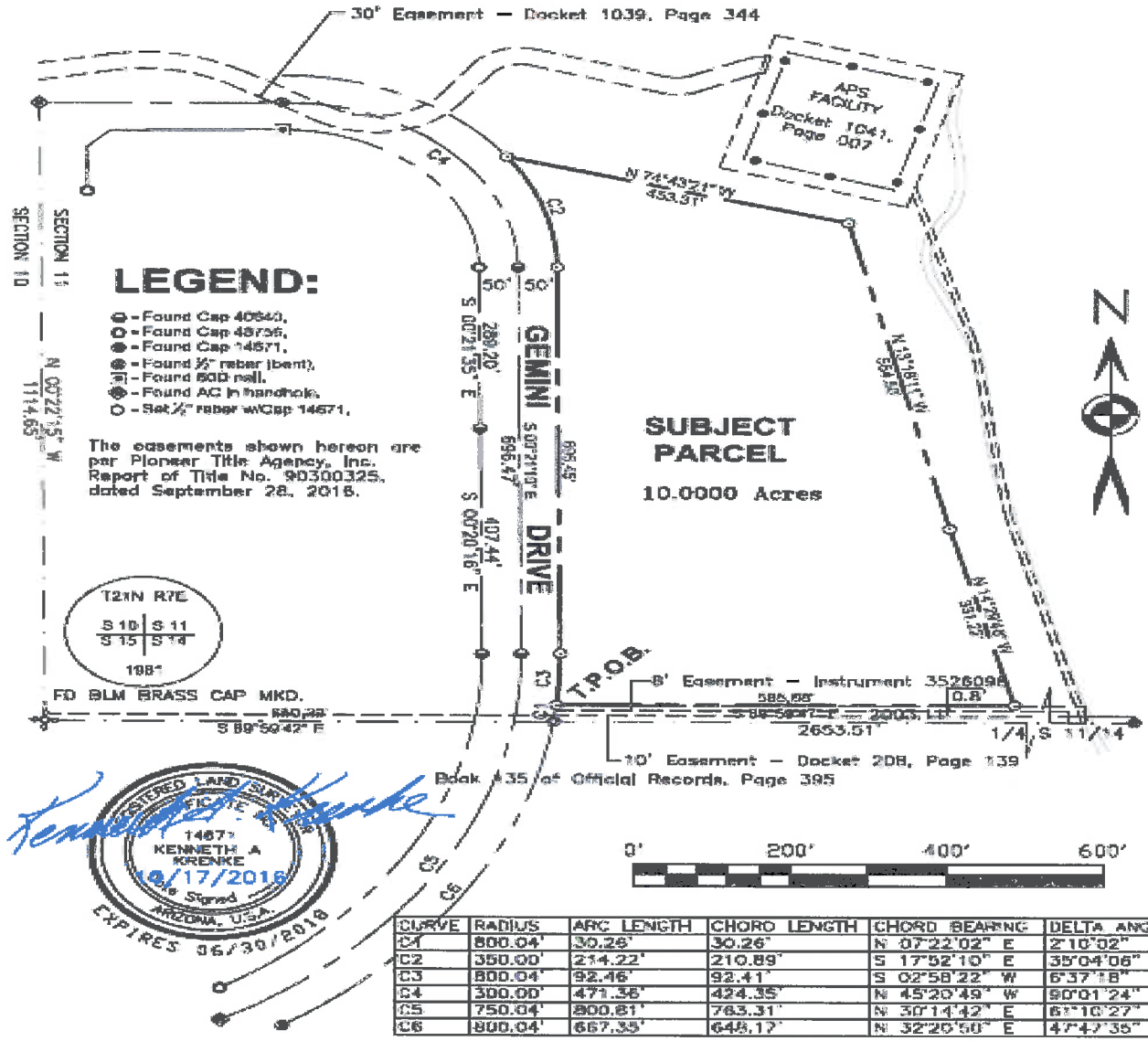


EXHIBIT "A-1"



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	800.04'	30.26'	30.26'	N 07°22'02" E	2°10'02"
C2	350.00'	214.22'	210.89'	S 17°52'10" E	35°04'06"
C3	800.04'	92.46'	92.41'	S 02°58'22" W	6°37'18"
C4	300.00'	471.36'	424.35'	N 45°20'49" W	90°01'24"
C5	750.04'	800.81'	763.31'	N 30°14'42" E	61°16'27"
C6	800.04'	667.35'	648.17'	N 32°20'50" E	47°47'35"

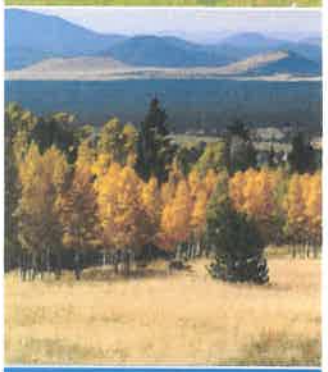
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER
CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1894
SERVICE CITY OF FLAGSTAFF SERVING OUR COMMUNITY

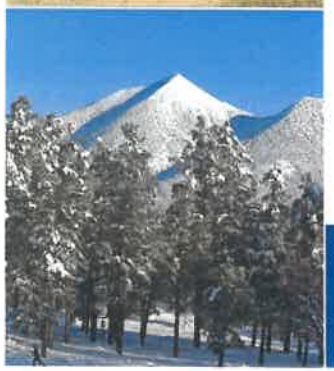
Statistics

- Estimated 18,000 veterans in Northern Arizona
- According to AZDVS website all veterans, their dependents and survivors are potentially eligible for services at the facility
- According to U.S. Census Quickfacts Approximately 8,084 veterans in Coconino County
- 2,967 in Flagstaff
- 510 in Page
- 293 in Tuba City

Benefits of the Veterans' Home

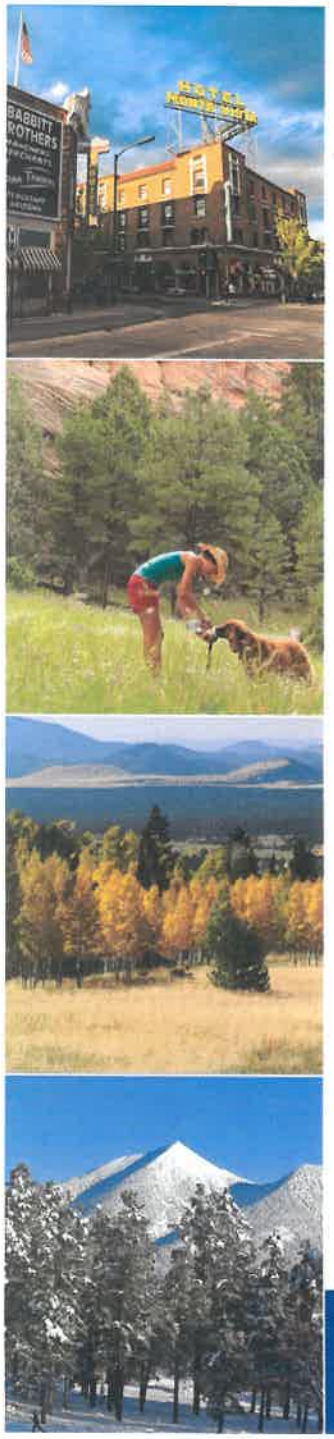
1. Provide a facility for the veterans' in Northern Arizona. Currently the state had a location in Phoenix, Tucson, and Yuma will be building a facility soon
2. 60 bed facility with room for expansion
3. The facility will provide nursing services for the veterans
4. Recreation, social services and community involvement
5. Veteran housing
6. And 80 new jobs for the Flagstaff community
7. Contracts to local businesses
8. Boost local economy





Quit Claim Deed

The Property to be donated by the City of Flagstaff and Quit claimed to the Arizona Department of Veterans' Services for the construction and use as an Arizona Veterans' Home at Grantee's cost and expense.



Reversionary Clauses in the Deed

1. If property ceased to be used as a Veterans' Home

2. Grantee sells, conveys, leases or encumbers the property without the prior approval of the Flagstaff City Council

3. Grantee ceases to operate the Veterans' Home on the Property

4. Veterans' Home is not initially constructed with a minimum of sixty (60) beds

5. The Veterans' Home exceeds two (2) stories in height and/or thirty-five (35) feet above natural grade

6. The Veterans' Home fails to comply with City of Flagstaff Outdoor Lighting Standards

License Agreement

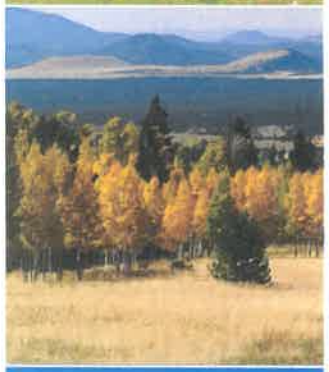
1. City to continue to use the existing site until revoked by ADVS or terminated by City of Flagstaff

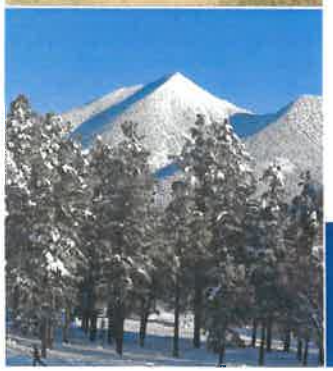
2. ADVS revoke the Agreement by providing 6 months written Notice of License Revocation.

3. City may terminate any time after January 1, 2021 upon 30 days written Notice of Termination to ADVS.

4. City to indemnify and hold ADVS harmless

5. City to insure the property





Questions?

TEAM FLAGSTAFF

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Randy Whitaker, Project Manager
Date:	10/27/2016
Meeting Date:	12/06/2016

TITLE:

Consideration and Approval of Construction Contract: Butler Avenue and Huntington Drive Fiber Optic Communications project.

RECOMMENDED ACTION:

1) Approve the construction contract with Contractors West in the amount of $546,739.50 (includes a $30,000 contract allowance) and a contract time of 180 calendar days.
2) Approve Change Order Authority to the City Manager in the amount of $51,673.95 (10% of contract amount, less allowance).
3) Authorize the City Manager to execute the necessary documents.

Executive Summary:

Award of this contract will allow for construction of the Butler Ave. / Huntington Dr. Fiber Optic Communications project. This project will connect the traffic signals along Butler Ave. / Huntington Dr. between Beaver Street and Fourth Street with fiber optic cable. This will allow coordinated flow of traffic along this corridor.

Financial Impact:

The project is funded by the Traffic Signal Program with a FY16/17 budget of $908,850.

Policy Impact:

No Policy Impact

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

6) Provide a well-managed transportation system.

Has There Been Previous Council Decision on This:

The design of the project was awarded to Lee Engineering, Inc. June 17, 2014.

Options and Alternatives:

1. Approve the award as recommended. Approval will allow the project to be constructed in the spring/summer of 2017.

2. Reject the award. If rejection occurs, possible options include and re-advertise the project and solicit new bids.

3. Suspend or cancel the project.

Background/History:

Butler is the only local east-west arterial corridor south of the railroad tracks and future growth in traffic volume is anticipated. This project consists of installing signal control technologies at six signalized intersections along Butler Avenue.

On Butler Ave. at the intersections of:

- *Beaver*
- *San Francisco*
- *Lone Tree*
- *Sawmill*
- *Babbitt*
- *Ponderosa Parkway*

On Huntington Drive at the intersection of:

- *Lucky Lane*
- *Fourth Street*

The goal of this project is to apply advanced signal control technology to improve the safety and efficiency of the signal system along Bulter Avenue. Safety is improved due to improved flow and reducing the number of stops required. Efficiency is gained due to maximization of signal green time and through synchronization of all signals in the corridor.

Advanced signal control technology receives field data in real-time and, through well engineered signal timing, adjusts red and green times based on actual field conditions. Legacy systems adjust red and green times based on predetermined time of day settings. This type of system has proven in other communities to improve the quality of service that travelers experience through less delay, moving traffic more smoothly through the network. Improvements to the traffic signals and overall congestion in the city regularly score high in the City's Citizen Survey and the FMPO's Trip Diary Survey.

Key Considerations:

The current signal system uses pre-programmed, daily signal timing schedules that can not be easily reconfigured to address traffic congestion and delay. This project will enable staff to react in an efficient manner to changing traffic conditions along Butler Avenue.

Expanded Financial Considerations:

Below is a summary of the bids received.

Engineers Estimate	***$759,457.00***
Contractors West	$546,739.50
J Banicki	$568,727.50
AJP Electric	$570,501.00

Roadway Electric	$595,656.00
MP Nexlevel	$688,642.55

A contract allowance is established to accommodate cost of unanticipated items of work and is included in the contract amount. Change Order Authority established a dollar amount (10% of the contract amount, less allowance) and provides the City Manager, on behalf of the City Council, authority to amend the contract amount in response to unforeseen costs that are more than the contract amount.

Community Benefits and Considerations:

The Federal Highway Administration publication (fhwa.dot.gov/publications/fhwahop06006/chapter_8) indicates a reduction in travel time from 5%-25% from studies conducted between years 1995-2002. Signal control systems have been utilized in Cities similar in size to Flagstaff for at least 10 years.

Community Involvement:

Inform
An open house occurred on August 28, 2014 an the Aquaplex facility.

The annual Citizen Survey and the FMPO 2012 Trip Diary Survey regularly indicate the need to improve traffic signal coordination and overall congestion. This project will address that need along the Butler Corridor between Beaver Street and Fourth Street.

As construction moves along the Butler Corridor individual businesses will be informed of the construction.

Expanded Options and Alternatives:

1) Approve the award as recommended. Approval will allow the project to be constructed in the spring/summer of 2017.
2) Reject the award and re-advertise the project. This option would delay the construction start date.
3) Suspend or cancel the project

Attachments: Construction Contract
Vicinity Map
Signal Location Map

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
and
Contractors West, Inc.

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2016, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Contractors West, Inc., an Arizona Corporation ("Contractor") with offices at 1830 W. Broadway Road, Mesa, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction 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. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Butler Ave./Huntington Dr. Fiber Optic Communications Project** (the "Project") pursuant to Exhibit B Special Provisions. 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 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 the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The 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; 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 to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) 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:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG") Exhibit A

2.1.2 Special Provisions 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 **$546,739.50** to the Contractor for work and materials provided in accordance with the bid schedule, 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 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

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

3.4 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;

3.5 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;

3.6 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 20 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 eighty (180) 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 the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The 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 Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, 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, the 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 the Contractor shall be discharged by such termination, except the obligation to pay to the 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. The 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, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the 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 A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. 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 the 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 City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project. City retains the right to declare a Winter Shutdown. 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 Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, 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 during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations 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. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City. The City 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 to all obligations, terms and conditions of this Agreement and that Contractor shall also remain liable under all obligations, terms and conditions of this Agreement.

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

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M.	Bruce Farmer
Senior Procurement Specialist	Vice President
211 West Aspen Avenue	1830 W. Broadway Road
Flagstaff, AZ 86001	Mesa, AZ 85202

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "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 the Contractor, and the 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 the Contractor. If termination occurs under this Section 15, the 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 the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its officers, and employees from and against any liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor, subcontractor, or any other persons employed or used by the Contractor in performance of the Contract or subcontract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) 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 Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

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.

23. Compliance with Federal Immigration Laws and Regulations. 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. Contractor acknowledges that pursuant to A.R.S. 41-4401 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 City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

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 Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, 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 final completion 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. No Boycott of Israel. Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.

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

Josh Copley, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

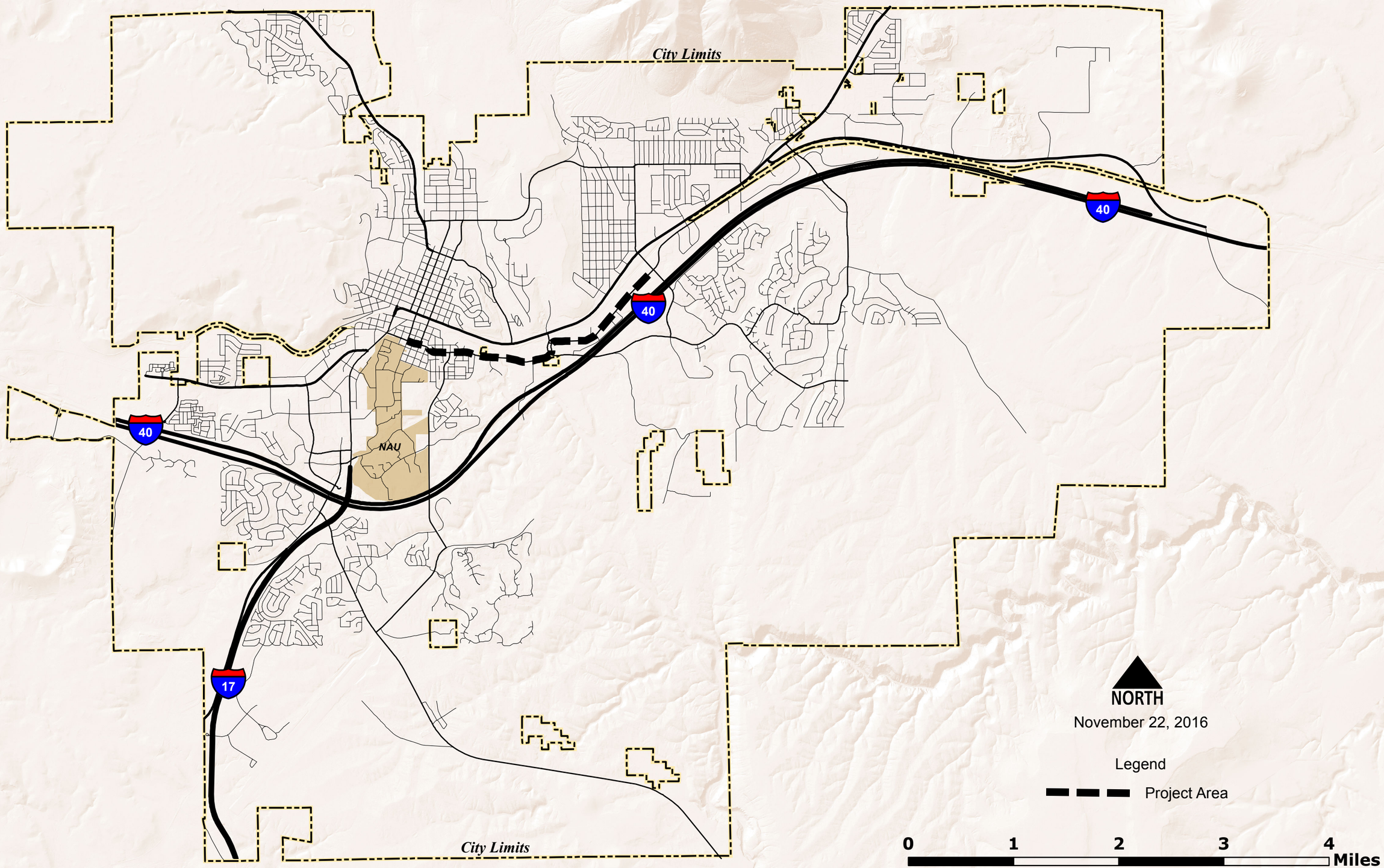
Contractors West

Signature

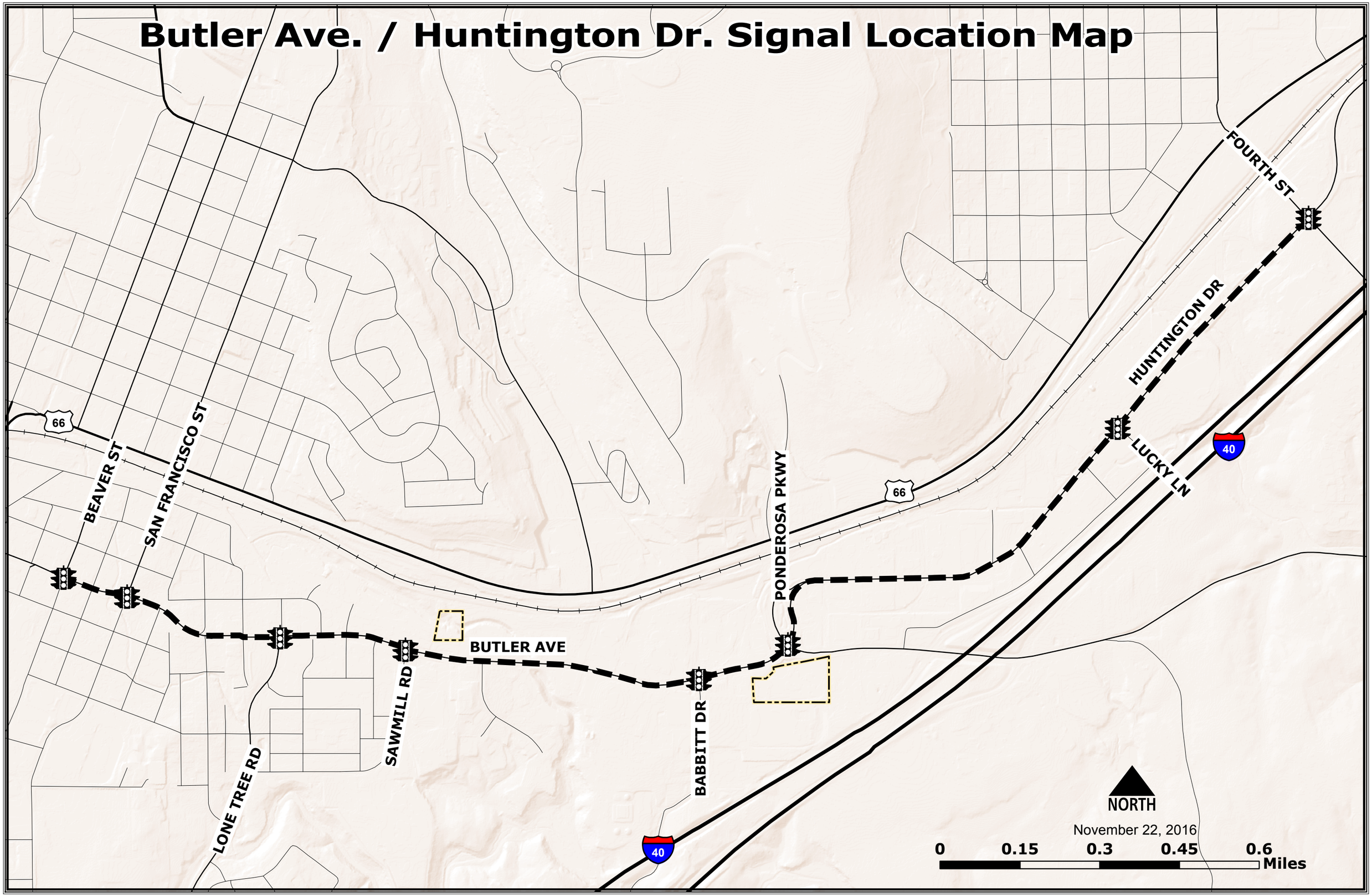
Printed Name

Title

Butler Ave. / Huntington Dr. Fiber Optic Communications



Butler Ave. / Huntington Dr. Signal Location Map



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Barney Helmick, Airport Director
Co-Submitter:	Stacey Brechler-Knaggs
Date:	10/25/2016
Meeting Date:	12/06/2016

TITLE:

Consideration and Approval of Contract: Airport Wildlife Hazard Assessment and Wildlife Management Plan

RECOMMENDED ACTION:

Approve the contract in the amount of $113,329 with Coffman and Associates to perform a Wildlife Assessment and updated Wildlife Hazard Management Plan with the City of Flagstaff for the Flagstaff Airport.

Executive Summary:

The purpose of this contract is to minimize the potential wildlife strikes with aircraft. Under this contract with Coffman Associates, two phases will be taken to address this issue. The first phase will have a Wildlife Hazard assessment of the Flagstaff Airport conducted by qualified airport Wildlife Biologists. The second phase will provide a Wildlife Hazard Management Plan. With the Wildlife Hazard Management Plan, qualified airport staff will begin implementation of recommended methods of reducing Wildlife attractants and other approved methods to minimize the effects of aircraft movement on the airport.

Financial Impact:

The Federal Aviation Administration (FAA) has awarded a grant for $150,000, with a City match of $7,364, and an ADOT match of $7,364 for a total grant award of $164,728. The Federal Aviation Administration also reviewed and approved the selection based on a formal Request for Statements of Qualifications (RSOQ) process for this project and the Independent Fee estimate for the costs. This project has a FY2017 budget of $164,728 in account 221-07-222-6205-0-4201.

Policy Impact:

The Federal Aviation Administration requires that public use airports have a Wildlife Hazard Management plan that is updated at least every ten years.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

6) Provide a well-managed transportation system
7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

X. Transportation; Goal T.2, Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

Yes, Council approved accepting the Federal Aviation Administration Grant on 9-6-16 to fund this project.

Options and Alternatives:

1.) Not approve the contract and direct staff to reject all responses to the RSOQ and re-solicit the RSOQ;
2.) Direct staff to continue negotiations with Coffman and Associates in an effort to obtain a lower fee.

Background/History:

The Flagstaff Airport performs ongoing work to minimize wildlife attraction. An 8' high fence was installed some years ago to reduce game animals entering the aircraft movement area. Food and other wildlife attractants have been removed and grass areas are managed to reduce attracting birds. In addition, staff members receive training from wildlife biologists and work with various State and Federal Agencies outside of Aviation to meet FAA requirements.

Two years ago, during the annual FAA Certification Inspection, the FAA informed the airport that the existing Wildlife Hazard Management Plan was over ten years old and would need to be updated. To complete an update of the Management Plan, however, the airport must first obtain a current Wildlife Assessment. This Assessment will identify existing and new wildlife that could have a negative impact on aircraft movement. It will also identify new methods of minimizing wildlife and aircraft hazards. Upon completion of the Wildlife Assessment, the Management Plan can be created. The FAA agreed to issuing a grant to cover 90% of the costs for the Wildlife Assessment and Management Plan.

The Purchasing Department posted a Request for Statement of Qualifications for the Airport Wildlife Hazard Assessment & Wildlife Hazard Management Plan on July 22, 2016. The RSOQ was posted until August 8, 2016 at 3:00 p.m. local time. At that time, the City of Flagstaff received a total of six responses from vendors. After scoring the proposals, Purchasing and the evaluation team determined that Coffman Associates had the highest ranking amongst the six firms. Coffman Associates was notified and asked to supply the City of Flagstaff with a detailed scope of work and estimated fee schedule. Coffman Associates returned the requested information on September 23, 2016. This information was forwarded to the FAA on September 29, 2016 and returned with the necessary changes and approved as of October 3, 2016. The requested revisions were completed by Coffman Associates and returned to the City of Flagstaff as of October 14, 2016. The independent fee estimate was requested on October 17, 2016 and we received an approval on October 20, 2016. It was then sent back to FAA to advise that is was well within the requirements. Once we received the approval from FAA, we were able to begin the staff summary.

Key Considerations:

This project was reviewed and approved by the FAA through every step. They will also cover 90% of costs. The end result is to provide a higher level of safety for those flying in and out of Flagstaff Airport.

Community Benefits and Considerations:

Inform
Consult
Involve
Collaborate
Empower

Community Involvement:
The size of this project will not include public input.

Attachments: Grant Provisions
Scoring Tabulation
Contract for Wildlife Hazard Assessment and Management Plan

GRANT PROVISIONS

Sponsor:	**City of Flagstaff**
Funding Agency:	**U.S. Department of Transportation, Federal Aviation Administration**
Grant Project Title:	**Airport Wildlife Hazard Assessment (WHA) & Wildlife Hazard Management Plan (WHMP)**
AIP Grant Number:	**3-04-0015-040**

FAA
Airports

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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RECORD OF CHANGES

No.	Date	Paragraph	Change
1	1/29/2016	Entire Document	Re-structured document to enhance user understanding of use and applicability; added suggested provisions for "Termination for Cause", "Recovered Materials", "Seismic Safety".

REQUIREMENTS

1. Required Contract Provisions

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of ***whether or not*** the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

To maintain eligibility of their procurement actions, a sponsor must incorporate applicable contract provisions in all federally-assisted procurement and contract documents, including all subcontracts. For purposes of determining requirements for contract provisions, the term ***contract*** includes subcontracts.

2. Sponsor Requirements

In general, the sponsor must:

1) Incorporate applicable contract provisions in each contract funded under AIP;
    a. Except as noted herein, a sponsor must physically incorporate the text of the provision within the procurement documents.
    b. Where specifically noted, sponsors may incorporate select provisions by reference provided the sponsor indicates that the reference has the same force and effect as if given in full text.
2) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
3) Require the contractor (or subcontractor) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider;
5) Verify that any required local or State provision does not conflict with, or alter a Federal law or regulation.

3. Incorporation of Provisions

The statutes and regulations that establish the requirements for contract provisions do not always specify language the sponsor must use to address the requirement. Appendix A of this guide provides information on when a provision or clause has mandatory language that a sponsor must apply. Refer to the subheading *Applicability* for each provision.

Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision without change. The only exception to this restriction is for those instances within the provision text that require the sponsor to insert appropriate information such as name or value. To align with the sponsor's standard contract language, the word "Owner" may also be replaced with "Airport

Authority" or their standard method of referring to the sponsor in contracts. Any modification beyond what is specifically permitted is not permitted and may invalidate the clause.

For those provisions that do not have required language, this guidance provides model language acceptable to the FAA in meeting the intent and purpose of the law or regulation. Some sponsors may already have standard procurement language that is equivalent to those Federal provisions that do not have explicit mandatory language. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

Contract clause language must be made available to bidders. The Sponsor does this by including the required language in Requests for Bids, Notices to Bidders, or in the contract.

4. Requests for Bids (Advertisement) and Notice to Bidders

The sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice to Bidders. The sponsor must incorporate the full text of these provisions within any contract that originates from the procurement action. The provisions that can be incorporated by reference in the Request or Notice are:

1) Buy American Preference
2) Foreign Trade Restriction
3) Davis Bacon
4) Affirmative Action
5) Government-wide Debarment and Suspension
6) Government-wide Requirements for Drug-free Workplace

5. Requirements For All Contracts Entered into by Obligated Sponsors.

A sponsor's acceptance of previous grant assurances obligates them to include certain notifications in all contracts and procurement actions they undertake regardless of funding source. Contracts and agreements fully funded by the sponsor must incorporate those select provisions.

6. Failure to Comply with Provisions

Sponsor failure to incorporate required provisions will jeopardize AIP eligibility of the sponsor's project. Contractor failure to comply with the terms of these contract provisions may be sufficient grounds to:

1) Withhold progress payments or final payment;
2) Terminate the contract for cause;
3) Seek suspension/debarment; or
4) Take other action determined to be appropriate by the sponsor or the FAA.

7. Applicability Matrix for Contract Provisions

Table 1 summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in their contract or agreement. Supplemental information addressing applicability and use for each provision is located in Appendix A.

Meaning of cell values

- REQD - a provision the sponsor must incorporate in their procurement action.
- Limited –a provision with limited applicability depending on circumstances of the procurement.
- n/a – a provision that is not applicable for that procurement type.

Table 1 – Applicability of Provisions

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
a. Access to Records and Reports	$ 0	REQD	REQD	REQD	REQD	n/a
b. Buy American Preferences	$ 0	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	$ 0	Limited	REQD	REQD	Limited	n/a
(2) Buy American – Total Facility	$ 0	Limited	REQD	REQD	Limited	n/a
(3) Buy American – Manufactured Product	$ 0	Limited	REQD	REQD	Limited	n/a
c. Civil Rights – General	$ 0	REQD	REQD	REQD	REQD	REQD
d. Civil Rights - Title VI Assurances	$ 0	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	$ 0	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	$ 0	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	$ 0	n/a	n/a	n/a	REQD	REQD
(4) Clause – Transfer of Real Property	$ 0	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	$ 0	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	$0	REQD	REQD	REQD	REQD	REQD
e. Disadvantaged Business Enterprise	$ 0	REQD	REQD	REQD	REQD	n/a
f. Energy Conservation Requirements	$ 0	REQD	REQD	REQD	REQD	n/a
g. Federal Fair Labor Standards Act	$ 0	REQD	REQD	REQD	REQD	REQD
h. Occupational Safety and Health Act	$ 0	REQD	REQD	REQD	REQD	REQD
i. Rights to Inventions	$ 0	Limited	Limited	Limited	n/a	n/a
j. Trade Restriction Certification	$ 0	REQD	REQD	REQD	REQD	n/a
k. Veteran's Preference	$ 0	REQD	REQD	REQD	REQD	n/a
l. Seismic Safety	$ 0	Limited	Limited	n/a	n/a	n/a
m. Copeland Anti-Kickback	$ 2,000	Limited	REQD	Limited	Limited	n/a
n. Davis Bacon Requirements	$ 2,000	Limited	REQD	Limited	Limited	n/a
o. Distracted Driving	$3,000	REQD	REQD	REQD	REQD	n/a
p. Affirmative Action Requirement	$10,000	Limited	REQD	Limited	Limited	n/a
q. Equal Employment Opportunity	$10,000	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	$10,000	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	$10,000	Limited	REQD	Limited	Limited	n/a
r. Prohibition of Segregated Facilities	$10,000	Limited	REQD	Limited	Limited	n/a
s. Recovered Materials	$10,000	Limited	REQD	REQD	Limited	n/a
t. Termination of Contract	$10,000	REQD	REQD	REQD	REQD	n/a
u. Debarment and Suspension	$25,000	REQD	REQD	REQD	Limited	n/a
v. Contract Work Hours and Safety Standards	$100,000	Limited	REQD	Limited	Limited	n/a
w. Lobbying Federal Employees	$ 100,000	REQD	REQD	REQD	REQD	n/a
x. Breach of Contract	$150,000	REQD	REQD	REQD	REQD	n/a
y. Clean Air/Water Pollution Control	$150,000	REQD	REQD	REQD	REQD	n/a

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

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

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

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

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

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor document, "Technical Assistance Guide for Federal Construction Contractors". EA's and SMSA's cross state boundaries so a sponsor may have to refer to entries for adjacent states to find their project location.

A sponsor must insert the applicable percentage minority goal. Sponsor must not simply insert a reference to the Federal Register Notice.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors. This value does not change per county or state.

Contract Types –

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

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

Professional Services: The sponsor must incorporate this notice in any professional service agreement if the professional service agreement includes construction work (as defined above) that exceed $10,000. Examples include installation of noise monitoring systems.

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

Use of Provision – The sponsor must incorporate the text of this provision without modification. The sponsor must incorporate the established minority participation goal and the covered area by geographic name within the provision text.

A2.3 CONTRACT CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

Timetables

Goals for minority participation for each trade: **[*sponsor must insert established goal*]**

Goals for female participation in each trade: 6.9%

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

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

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

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

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

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

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

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

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

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

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

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary only if extenuating circumstances exist. The FAA cannot review incomplete waiver requests or requests that the Sponsor has not reviewed for adequacy. Sponsor must assess the adequacy of the waiver request before forwarding the request to the FAA.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received National waivers from the Buy American Preference requirements or that fully meet the Buy American requirements. This Buy American Conformance List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require a project specific Buy American Preference requirement waiver from the FAA.

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

Contract Types –

Construction and Equipment - The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured goods. The Buy America requirements flow down from the sponsor to first tier contractors, who

are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

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

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

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

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully comply with 49 USC § 50101.

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

- Projects for a facility (Buildings such as Terminal, SRE, ARFF, etc.) – Insert the Certificate of Compliance Based on Total Facility
- Projects for non-facility development (non-building construction projects such as runway or roadway construction; or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A4.3 CONTRACT CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

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

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

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

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

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

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

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

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and

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

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

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

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

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

Date	Signature
Company Name	Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

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

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

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

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

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

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

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

Required Documentation

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

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American

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

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

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

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

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

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

Date	Signature
Company Name	Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

Note: This provision is in addition to the Civil Rights – Title VI provisions.

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

Use of Provision – There are two versions of this provision. One applies to sponsor contracts and the other applies to sponsor lease agreements and transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification.

A5.3 CONTRACT CLAUSE

A5.3.1 Sponsor Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A5.3.2 Sponsor Lease Agreements and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

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

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice	1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and 2) All proposals for negotiated agreements regardless of funding source.	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements	Every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	A6.3.2
Title VI Required Clause for Property Interests Transferred from the United States	As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.	A6.3.3
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the activity, facility, or program	A6.3.4

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program	A6.3.5
Title VI List Of Pertinent Nondiscrimination Acts And Authorities	Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	A6.3.6

A6.3 CONTRACT CLAUSE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.3.2 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.3.3 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

The (***Title of Sponsor***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

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

A6.3.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

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

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

A6.3.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

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

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

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

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

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

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

A6.3.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

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

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

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

Contract Types –

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

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

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

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

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

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 & 5

A9.2 APPLICABILITY and PURPOSE

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

Contract Types –

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

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

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

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

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

A9.3 CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

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

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

A10.2 APPLICABILITY

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

Contract Types –

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

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

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

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

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

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

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

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

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

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

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

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

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

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an

apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with are not presently suspended, excluded or debarred by any Federal department or agency from participating in federally-assisted projects. The sponsor accomplishes this by: (1) checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred or excluded, (2) collecting a certification from the firm or individual that they are not suspended, debarred or excluded, and (3) incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred or excluded firm or individual are included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A11.3 CONTRACT CLAUSE

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not

presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

A12.2 APPLICABILITY and PURPOSE

A sponsor that anticipates awarding $250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on the project (§26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

Clause in all solicitations for proposals for which a contract goal has been established.

Clause in each prime contract

Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. Solicitations with a DBE Project Goal - 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. This language is not required for projects where DBE participation is by race-gender neutral means.

   The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements.

   The sponsor may require the contractor's submittal on proposed DBE participation either with the bid or within a specified timeframe after bidding.

2. Contracts Covered by DBE Program - Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.

3. The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.

4. Sponsors that do not have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 CONTRACT PROVISIONS

A12.3.1 Solicitation Language (Project Goal)

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

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

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 5 days of receiving the Owners notice of award" or "with the proposal documents as a condition of bid responsiveness"]

A12.3.2 Contract Clause

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A12.3.3 RACE/GENDER NEUTRAL LANGUAGE

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

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at $3,500).

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. .

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. Sponsor may substitute "contractor and subcontractor" with "consultant and sub-consultant" for professional service agreements.

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

A15 EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

A15.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A15.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions – a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment - The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - The sponsor must include contract and specification language into all professional service agreements as required above. Property – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – 41 CFR § 60-1.4 provides the mandatory contract language. 41 CFR § 60-4.3 provides the mandatory specification language. The sponsor must incorporate these clauses without modification.

A15.3 MANDATORY CONTRACT CLAUSE

A15.3.1 E.E.O. Contract Clause

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

A15.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 SOURCE

29 U.S.C. § 201, et seq

A16.2 APPLICABILITY

The United States Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce, producing goods for interstate commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person, are covered by the FLSA.

All consultants, sub-consultants, contractors and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 U.S.C. § 201.The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A16.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 SOURCE

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A17.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or another award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding $100,000.

Use of Provision – Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A17.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 SOURCE

41 CFR § 60

A18.2 APPLICABILITY

The contractor must comply with the requirements of the E.E.O. clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction - Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services - Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land - Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

A18.3 CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 SOURCE

20 CFR part 1910

A19.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

A19.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 SOURCE

2 CFR § 200.322

40 CFR part 247

A20.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines.

The requirements of § 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

Construction and Equipment – Include this provision in all construction and equipment projects

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds $10,000

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

A20.3 CONTRACT CLAUSE

Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A21 RIGHT TO INVENTIONS

A21.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A21.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes *experimental, developmental or research work*.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A21.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

A22 SEISMIC SAFETY

A22.1 SOURCE

49 CFR part 41

A22.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services and Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include this provision if the project involves construction or structural addition to a building such as an electrical vault project.

Land – This provision will not typically apply to a property/land project.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 CFR part 41.

A22.3 CONTRACT CLAUSE

A22.3.1 Professional Service Agreements for Design

Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A22.3.2 Construction Contracts

Seismic Safety

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A23 TERMINATION OF CONTRACT

A23.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A23.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default - Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services and Property – The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A23.3 CONTRACT CLAUSE

A23.3.1 Termination for Convenience

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23.3.2 Termination for Default

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project;

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A24 TRADE RESTRICTION CERTIFICATION

A24.1 SOURCE

49 USC § 50104

49 CFR part 30

A24.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R)

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A24.3 CONTRACT CLAUSE

TRADE RESTRICTION CERTIFICATION

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

A25 VETERAN'S PREFERENCE

A25.1 SOURCE

49 USC § 47112(c)

A25.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 U.S.C. § 47112.

A25.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CITY OF FLAGSTAFF
PURCHASING DIVISION
RSOQ 2017-20 AIRPORT WILDLIFE HAZARD ASSESSMENT AND WILDLIFE HAZARD MANAGEMENT PLAN

SCORING TABULATION

Evaluation Criteria Ranking	*Coffman & Associates*	*Mead and Hunt*	*AECOM Technical Services Inc.*	*Enviro Systems*	*Logan Simpson Design Inc.*	*Loomacres Inc.*
Total Score	283	234	242	246	199	259

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2017-20

This Contract is entered into this _____ day of _____, 2016 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Coffman Associates ("Contractor").

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

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

SERVICES

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

   Wildlife Hazard Assessment and Management Plan

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

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

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

4. Key Personnel/Subcontractors: Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Damian Gallegos, Senior Procurement Specialist or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

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

CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be completed on or before August, 2018 consistent with the Schedule of Services.

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

PAYMENT

9. Compensation: Contractor shall be paid for satisfactory performance of the work, in accordance with the Compensation Schedule attached hereto as part of Exhibit A.

10. Price Adjustment: If price adjustments are permitted (see Exhibit A), any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds $50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

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

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

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

INSURANCE

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

MISCELLANEOUS

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

To the City:	To Contractor:
Damian Gallegos City of Flagstaff 211 W. Aspen Flagstaff, Arizona 86001 dgallegos@flagstaffaz.gov	Coffman Associates James Harris 4835 E. Cactus Rd., Suite 235 Scottsdale, AZ 85254 jmharris@coffmanassociates.com
With a copy to:	With a copy to:

16. Grant Provisions. Contractor must abide by all FAA Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, attached hereto as *Exhibit D*.

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

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 2016

EXHIBIT A
SCOPE OF WORK

A. REQUIREMENTS OF RSOQ

Project Description

The project will be delivered through the Professional Services method of procurement. The project is located at the Pulliam Airport and surrounding areas. The City is seeking a qualified firm to develop an Airport Wildlife Hazard Assessment for Flagstaff Pulliam Airport (Airport), which will identify and describe wildlife and wildlife attractants on and near the Airport and describe and recommend actions to reduce wildlife hazards to carrier operations, and to also develop a Wildlife Hazard Management Plan for the Airport to minimize the risk to aviation safety, airport structures or equipment, or human health posed by populations of hazardous wildlife on and around the Airport.

Scope of Services

The City strives to create and foster a culture of continuous improvement throughout the organization. The creation of the Wildlife Hazard Assessment and the Wildlife Hazard Management Plan, will allow the City to better manage against wildlife hazards that could cause property damage or harm to the public. It will guide staff in the proper methods and tools to reduce wildlife hazards for the Airport. The Airport has a current Wildlife Hazard Management Plan, which is over ten years old.

This project is to conduct a Wildlife Hazard Assessment and develop a Wildlife Hazard Management Plan to be utilized at the Flagstaff Pulliam Airport.

Work associated with this Assessment and Plan is unique and the level of creativity and the specific approach that will be taken by Respondent should be adequately detailed to demonstrate a full understanding of the goals and challenges associated with the project. Statements should be specific and include, but not be limited to, the requirements outlined in Title 14, Code of Federal Regulations, Part 139, and the U.S. Department of Transportation Federal Aviation Administration required contents of Hazardous Wildlife Attractants on or Near Airport (FAA A/C 150/5100-14E) (FAA A/C150/5200-33B) (FAA A/C 150/5200-36A), which include a description of an overall strategy and process to be used for preparing a Wildlife Hazard Assessment and the development of a Wildlife Hazard Management Plan (WHMP).

The Wildlife Hazard Assessment must be conducted by a qualified wildlife management biologist having training or experience in wildlife hazard management at airports and meet all qualifications under Title 14, Code of Federal Regulations, Part 139, and all qualifications outlined in Advisory Circular Number 150/5200-36A, Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports.

The completed Wildlife Hazard Assessment is submitted by the City to the FAA for evaluation and determination whether a Wildlife Hazard Management Plan needs to be developed for the Airport. If the FAA determines that a Wildlife Hazard Management Plan is needed, then the formulation and implementation of a Wildlife Hazard Management Plan, using the Wildlife Hazard Assessment as the basis for the plan, will be required.

This project is subject to all applicable Federal laws, regulations, policies, procedures, and guidance. This procurement is being conducted under FAA Airport Improvement Program Guidelines for Procurement of Professional Services and the successful Respondent must comply with all Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors.

The project should be completed in twenty-four (24) months from Notice to Proceed date.

B. SCOPE OF SERVICES TO BE PROVIDED BY COFFMAN ASSOCIATES

General Project Description

In order to reduce the potential of wildlife strikes with aircraft, the Federal Aviation Administration (FAA) has issued Advisory Circular (AC) 150/5200-33, which provides guidance to public use airports about certain land uses that potentially attract hazardous wildlife. This particular AC also discusses all airport development projects that affect aircraft movement near areas that attract wildlife. Populations of many of the wildlife species commonly involved in strikes have increased in recent decades; therefore, the risk of wildlife strikes to aircraft has become much greater.

The purpose of this scope of work is to minimize the potential of wildlife strikes with aircraft. This Scope of Services is presented in two phases, or steps. The first step in addressing wildlife concerns is to conduct a Wildlife Hazard Assessment (WHA) Flagstaff Airport (the Airport). The WHA, conducted by a Qualified Airport Wildlife Biologist (QAWB), provides the scientific basis for the development, implementation, and refinement of the second step, preparation of a Wildlife Hazard Management Plan (WHMP). The preparation of a WHA is presented in Element 1 and the preparation of a WHMP is presented in Element 2.

ELEMENT 1 - PREPARATION OF A WILDLIFE HAZARD ASSESSMENT

Task 1.1 - Kick-Off Meeting and Initial Site Assessment

An Initial Assessment meeting is to be conducted with airport staff immediately following execution of a contract. The focus of the meeting and site assessment will be to discuss airport management activities and past wildlife incursions, and to evaluate wildlife attractants on the airport property and a five-mile buffer around the approach/departure airspace, as recommended by the FAA.

During the initial site assessment, WHA survey points will be established based on the locations of identified attractants and airport operations. Once the survey points are identified, the first round of wildlife surveys will be conducted.

The WHA QAWB may need to obtain an Airport Operations Area (AOA) Access Badge to attain driving clearance on the AOA. As part of the initial site visit, it is assumed that arrangements will be made for airport access, driving clearance on airport property, and escorts for any movement areas until the airport wildlife biologist has received the necessary security authorization and airfield driving/ familiarity training at the Airport.

Responsibilities:

Consultant: The project team will review existing information on wildlife hazard issues, send invitations to kick-off meeting, attend kick-off meeting, take necessary security training, conduct a site visit, collect necessary data, and select survey points.

Sponsor: Provide Consultant with necessary security training, airport tour, airport access, data, and provide kick-off meeting location.

Product: Initial Assessment and kick-off meeting.

Task 1.2 - Identification of Attractants

Wildlife are attracted to areas that provide food, water, and shelter. This task will use high- resolution aerial photography to help identify wildlife attractants, identify attractants within the AOA, and within a five-mile buffer around the approach/departure airspace, as recommended by the FAA. Furthermore, this task will identify existing land uses or proposed land uses that are incompatible with safe airport operations, as stated in AC 150/5200-33, within 10,000 feet of the airport and within the five-mile buffer.

Responsibilities:

Consultant: Identify wildlife attractants on the Airport, within 10,000 feet of the Airport, and within the five-mile buffer using aerial photography, and investigating hazardous attractants and incompatible land uses to explain wildlife movements.

Sponsor: Review.

Product: Wildlife attractants analysis.

Task 1.3 - Wildlife Hazard Assessment Methods

A QAWB will implement survey methods pursuant to Title 14 Code of Federal Regulations (CFR) 139.337(c). The biologist will collect data to address the following components in the WHA: 1) analysis of events or circumstances prompting the WHA; 2) identification of attractants; 3) wildlife surveys; 4) description of hazards to air carrier operations; and 5) recommend actions for reducing identified wildlife hazards.

To analyze the events that triggered the WHA, data from the FAA Wildlife Strike Database and the Airport records (as available) will be reviewed. The records review will focus on identifying trends in incident circumstances.

In accordance with Title 14 CFR Part 139.337(c)(2), SWCA will conduct wildlife surveys at the Airport two times a month for 12 consecutive months. Each survey will consist of observing all identified points at varying times of day. The survey schedule will focus on capturing wildlife movement in the morning, afternoon, and evening hours. This will allow the surveyor to assess the potential wildlife

hazards in varying conditions throughout the seasons. As recommended by FAA, modified point-counts for all wildlife, but especially birds, will be conducted during each survey. A biologist will survey each of the predetermined survey points for three to five minutes to identify general wildlife use within the area. Modified point-count data forms will be completed with an emphasis on observed activity (e.g., flight height above ground level, direction from observer, etc.). All survey data will be processed in an access database for easy query. In addition to the point count surveys, nighttime spotlight surveys will be conducted throughout the year to determine the activity of nocturnal animals on airport property.

Small mammal trapping will be conducted twice during the year in order to evaluate the small mammal population on airport property. The small mammal trapping surveys will utilize Sherman live traps. Our proposed survey methodology will allow the biologist to identify wildlife species, numbers, location, movements, and daily and seasonal occurrences at the Airport.

Responsibilities:

Consultant: Conduct monthly wildlife and bird surveys to include nighttime spotlight surveys and appropriate small mammal trapping.

Sponsor: Provide Consultant with airport access as needed.

Product: Appropriate wildlife and bird surveys.

Task 1.4 - Wildlife Hazard Assessment Reporting

An Initial Assessment Report, Quarterly Survey Reports, and a WHA Report will be provided. It is assumed that all reports will be subject to two rounds of review and comment. The project team will address comments immediately following receipt of the comments.

An Initial Assessment Report will be written after the initial site assessment meeting and survey; the report will include the reason for the WHA, a brief description of the preliminary observations at the Airport, status of hazardous wildlife species, strike data analysis, and preliminary recommendations to reduce current threats. One (1) hard copy of the Initial Assessment Report can be provided and will also be provided electronically.

Three Quarterly Survey Reports will be provided during the survey period. Each quarterly report will provide an update on the survey efforts and findings conducted during the previous three months. If appropriate, the quarterly reports will provide recommendations for reducing wildlife use of the AOA. Quarterly Survey Reports will be provided electronically.

Once all surveys are complete, the data will be analyzed and the WHA Report will be prepared. The report will evaluate the events that triggered the WHA by describing the Airport and summarizing the strike data. The results of the surveys will be summarized and will include an identification of wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences in the study area. All attractants on and near the Airport will be identified. The Draft WHA Report will describe the identified wildlife hazards to air carrier operations and recommend actions for reducing these wildlife hazards. The Draft WHA Report will be prepared electronically and disseminated for review and comment. The comments will be incorporated to produce a Final WHA

Report, which will be submitted to the FAA for approval. Up to three (3) hard copies of the Final WHA Report and two (2) CD copies can be provided.

Responsibilities:

Consultant: Prepare Draft and Final WHA Reports.

Sponsor: Review and provide comments.

Product: One (1) hard copy and one (1) electronic copy of the Initial Assessment Report, one (1) electronic copy of the Draft WHA Report, and three (3) hard copies and two (2) CDs of the Final WHA Report.

ELEMENT 2 - PREPARATION OF A WILDLIFE HAZARD MANAGEMENT PLAN

The following tasks will result in the preparation of a WHMP to deal with any hazardous wildlife situations described within the WHA. For the purposes of this scope of work, the preparation of a full WHMP in accordance with the requirements of Title 14 CFR 139.337 was assumed. Should a lesser effort be required, a revision to this Scope of Services will be needed.

Task 2.1 - Formulation of Wildlife Hazards Working Group and Assignment of Roles and Responsibilities

At the onset of the WHMP preparation, a Wildlife Hazards Working Group (WHWG) will be formulated to provide review and input of the WHMP and to also follow-through with implementation of the plan's recommendations. A kick-off meeting will be held with the members of the group at the onset of the WHMP preparation process. The role and responsibility of each member will be documented within the WHMP.

Responsibilities:

Consultant: Prepare a list of stakeholders for the WHWG and meeting invitation letters.

Sponsor: Review and comment on the WHWG stakeholder list. Send initial meeting invitation letters.

Product: WHWG and initial meeting invitation letters.

Task 2.2 - Overview of Wildlife Hazards

Using the WHA, an overview of wildlife hazards at the Airport will be prepared. The history of strikes at the airport will be documented as well as the locations of specific wildlife hazards. If the U.S. Fish and Wildlife Service determines federally listed or proposed endangered or threatened species, or

designated or proposed critical habitat are present, the required Biological Assessment will be prepared under a separate Scope of Services.

Responsibilities:

Consultant: Prepare an overview of wildlife hazards.

Sponsor: Review and comment.

Product: Overview of wildlife hazards at the Airport.

Task 2.3 - Overview of Wildlife Management Techniques

A primer regarding wildlife management techniques will be prepared with the purpose of informing users, readers, and reviewers regarding possible techniques that could be implemented at the Airport. A summary of non-lethal and lethal techniques will be included. Descriptions of communication techniques and potential patrols will also be included.

Responsibilities:

Consultant: Prepare an overview of wildlife management techniques.

Sponsor: Review and comment.

Product: Overview of wildlife management techniques for the Airport.

Task 2.4 - Wildlife Management Techniques to be Implemented at the Airport

Through coordination with the WHWG, a series of wildlife management strategies and techniques will be planned for implementation at the Airport. A system for field monitoring and reporting will be formulated, best management practices will be used, and an annual work plan will be formulated and documented.

The strategies and techniques identified will be further categorized into administrative actions, habitat/facilities modifications, and wildlife control as an aid for airport staff in properly implementing the plan through its Airport Certification Manual.

Responsibilities:

Consultant: Prepare an overview of wildlife management strategies and techniques to be implemented at the Airport.

Sponsor: Review and comment.

Product: Overview of wildlife management strategies and techniques for the Airport to implement. These will become the basis for inclusion into the Airport Certification Manual.

Task 2.5 - Wildlife Hazard Management Coordination (Migratory Bird Treaty Act Depredation Permit Assistance)

If observations made throughout the WHA survey process warrant lethal removal of birds protected under the Migratory Bird Treaty Act, the project team can assist the Airport in the U.S. Fish and Wildlife Service Migratory Bird Depredation Permit application process. In order for an airport to obtain a Migratory Bird Depredation Permit for managing wildlife hazards, the U.S. Fish and Wildlife Service requires that the Airport coordinate with the U.S. Department of Agriculture Wildlife Services to complete Form 37. Form 37 is an evaluation form that the U.S. Department of Agriculture Wildlife Services biologists complete and provide recommendations for management options.

The project team will initiate coordination with the U.S. Department of Agriculture Wildlife Services to obtain the completed Form 37. Once this occurs, the Depredation Permit application will be completed, the necessary supplemental information will be gathered, and the completed package will be delivered to the Airport for review and signature. Once the signatures are obtained, the project team will send the application package to the U.S. Fish and Wildlife Service Region 2 office in Albuquerque, New Mexico.

It should be noted that the budget for this task does not include the $100.00 application filing fee. The sponsor will need to provide a check or money order for the filing fee for the application package.

Responsibilities:

Consultant: Coordinate and complete the U.S. Fish and Wildlife Service Migratory Bird Depredation Permit application.

Sponsor: Review and provide check or money order for the filing fee.

Product: Approved U.S. Fish and Wildlife Service Migratory Bird Depredation Permit to be kept on file with the WHMP.

Task 2.6 - Implementation and Training

The manner in which the WHMP will be implemented will be documented and lists of supplies and required training will be outlined.

Upon completion of the WHMP, the project team can support the Airport in the implementation of the WHMP by conducting the initial wildlife hazard management training course for applicable personnel. The QAWB can develop and implement a one-day training program at the Airport. Development includes preparation, review, and inclusion of the WHA and WHMP into the core curriculum and implementing a student-focused training program based on adult learning theory and instructional systems. The training curriculum will be based on and meet the FAA standards provided in AC 150/5200-36A.

Responsibilities:

Consultant: Identify the resources, responsibilities, and techniques necessary to implement the WHMP. An initial eight-hour training program will also be made available to satisfy the training requirements for the FAA.

Sponsor: Review and comment. Provide training room facilities.

Product: A detailed list of resources that will be needed to successfully management wildlife activities at the Airport in addition to an FAA-approved eight-hour training program.

Task 2.7 - Draft WHMP Document Preparation

Materials prepared during Tasks 2.1 through 2.5 will be utilized to compile the Draft WHMP document. The document will be compiled in a manner which will allow it to be a living document that is regularly used and implemented by assigned staff. Checklists which can easily be duplicated will be included in the document to allow for document review, implementation, and supply logs. One (1) electronic copy of the draft document in PDF format will be prepared for review by the Sponsor and FAA.

Responsibilities:

Consultant: Prepare an electronic copy of the Draft WHMP document.

Sponsor: Review and comment.

Product: One (1) electronic copy of the Draft WHMP document.

Task 2.8 - Final WHMP Document Preparation

Following review of the Draft WHMP by the WHWG, FAA, and Sponsor, the final WHMP document will be prepared. After incorporating comments, three (3) hard copies and two (2) CDs of the Final WHMP document can be provided.

Responsibilities:

Consultant: Prepare and print the Final WHMP document

Sponsor: Review and comment.

Product: Three (3) hard copies and two (2) CDs of the Final WHMP document.

Task 2.9 – WHWG/Coordination Meetings

It is anticipated that coordination meetings will be required during the preparation of the WHMP to coordinate with the WHWG, Sponsor, and FAA. These meetings will likely be held at "decision" intervals during the preparation of the WHMP. The first meeting would be held following Task 2.3. A second meeting would follow the completion of Task 2.7.

Responsibilities:

Consultant: Prepare meeting materials, meeting notices, and attend meetings.

Sponsor: Provide meeting location and attend meetings.

Product: Two (2) coordination meetings held at key decision intervals.

Task 2.10 - Wildlife Hazard Management GIS Application

This GIS-based web application is used to track wildlife activity and mitigation measures at the Airport. It allows for documenting animals encountered, as well as attractants including insects and plant species. Monitoring activity includes the ability to attach reports, photographs and other documents to the observations. The mitigation functions allow for evaluation of the effectiveness of mitigation measures. The design of the application is used to collect information for managing wildlife and submitting strike reports. The application includes a desktop map and a mobile data collection application for field monitoring. This task includes setup of the application website, logins, and one (1) year's use of the application.

Responsibilities:

Consultant: Prepare the web application.

Sponsor: Review.

Product: Application setup and one (1) year's use of the application.

C. KEY PERSONNEL ASSIGNED TO THIS WORK

Coffman Associates

JAMES M. HARRIS, P.E. - Principal-In-Charge
MATT QUICK - Project Manager
DAVID W. FITZ, AICP, LEED Green Associate
TIMOTHY M. KAHMANN

SWCA

TRAVIS BELT, B.S. - Senior Biologist
CORINA ANDERSON, B.S. - Wildlife Biologist

D. PRICE SCHEDULE

Sep-16		Coffman Associates						SWCA	TASK/
		Principal $281	Sr. Professional $230	Professional $173	Technical $121	Total Labor	Expenses	Environmental Consultants	ELEMENT TOTAL
ELEMENT 1 - PREPARATION OF A WILDLIFE HAZARD ASSESSMENT									
Task 1.1	Kick-Off Meeting and Initial Site Assessment	0	8	0	0	$1,840	$300	$5,445	$7,585
Task 1.2	Identification of Attractants	0	0	8	32	$5,256	$0	$0	$5,256
Task 1.3	Wildlife Hazard Assessment Methods	0	0	0	0	$0	$0	$31,691	$31,691
Task 1.4	Wildlife Hazard Assessment Reporting (Initial Assessment Report - 1 Hard Copy and 1 Electronic Copy; Draft WHA Report - 1 Electronic Copy; Final WHA Report - 3 Hard Copies and 2 CDs)	4	8	8	0	$4,348	$0	$14,335	$18,683
Subtotal Element 1		**4**	**16**	**16**	**32**	**$11,444**	**$300**	**$51,471**	**$63,215**
ELEMENT 2 - PREPARATION OF A WILDLIFE HAZARD MANAGEMENT PLAN									
Task 2.1	Formulation of WHWG and Assignment of Roles and Responsibilities	0	4	8	0	$2,304	$0	$0	$2,304
Task 2.2	Overview of Wildlife Hazards	0	0	24	0	$4,152	$0	$0	$4,152
Task 2.3	Overview of Wildlife Management Techniques	0	0	48	0	$8,304	$0	$0	$8,304
Task 2.4	Wildlife Management Techniques to be Implemented at the Airport	0	0	48	0	$8,304	$0	$0	$8,304
Task 2.5	Wildlife Hazard Management Coordination (MBTA Depredation Permit Assistance)	0	0	0	0	$0	$0	$1,924	$1,924
Task 2.6	Implementation and Training	0	0	8	0	$1,384	$0	$2,554	$3,938
Task 2.7	Draft WHMP Document Preparation (1 Electronic Copy)	2	4	24	8	$6,602	$0	$1,010	$7,612
Task 2.8	Final WHMP Document Preparation (3 Hard Copies and 2 CDs)	2	4	8	4	$3,350	$200	$0	$3,550
Task 2.9	WHWG/Coordination Meetings (2)	0	16	0	8	$4,648	$400	$0	$5,048
Task 2.10	Wildlife Hazard Management GIS Application[1]	0	3	8	24	$4,978	$0	$0	$4,978
Subtotal Element 2		**4**	**31**	**176**	**44**	**$44,026**	**$600**	**$5,488**	**$50,114**
PROJECT TOTAL		**8**	**47**	**192**	**76**	**$55,470**	**$900**	**$56,959**	**$113,329**

[1]Includes application setup and one (1) year's use of application

EXHIBIT B
CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

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

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

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

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

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

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

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

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

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed

inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

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

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

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

    Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by

the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

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

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

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

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

28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

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

30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

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

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

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

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

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorney's fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

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

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

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

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

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

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

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

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole

discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

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

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership

proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

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

MISCELLANEOUS

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

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

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

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

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

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

EXHIBIT C
INSURANCE

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

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

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

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

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

   [OPTION: e. Professional Liability $2,000,000]

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

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

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

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

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

   d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Damian Gallegos, Senior Procurement Specialist
   Contract No. 2017-20
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

GRANT PROVISIONS

Sponsor:	City of Flagstaff
Funding Agency:	U.S. Department of Transportation, Federal Aviation Administration
Grant Project Title:	Airport Wildlife Hazard Assessment (WHA) & Wildlife Hazard Management Plan (WHMP)
AIP Grant Number:	3-04-0015-040

FAA
Airports

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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RECORD OF CHANGES

No.	Date	Item	Change
1	1/29/2016	Entire Document	Re-structured document to enhance user understanding of use and applicability; added suggested provisions for "Termination for Cause", "Recovered Materials", "Seismic Safety".
2	6/10/2016	Table 1	Item 10, Distracted Driving: Updated "Dollar Threshold" to $3,500 to reflect current micro-purchase threshold.
2	6/10/2016	A2, Affirmative Action	Update the reference to the Department of Labor online document to be "Participation Goals for Minority and Females"
2	6/10/2016	A12, Disadvantaged Business Enterprise	A12.3: Changed Title to "Required Provisions" A12.3.1: Corrected starting timeframe for submitting written confirmation from "Owner Notice of Award" to "bid opening" A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016. A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language. A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program.

REQUIREMENTS

1. Required Contract Provisions

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of *whether or not* the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

To maintain eligibility of their procurement actions, a sponsor must incorporate applicable contract provisions in all federally-assisted procurement and contract documents, including all subcontracts. For purposes of determining requirements for contract provisions, the term *contract* includes subcontracts.

Sponsor Requirements

In general, the sponsor must:

1) Incorporate applicable contract provisions in each contract funded under AIP;
    a. Except as noted herein, a sponsor must physically incorporate the text of the provision within the procurement documents.
    b. Where specifically noted, sponsors may incorporate select provisions by reference provided the sponsor indicates that the reference has the same force and effect as if given in full text.
2) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
3) Require the contractor (or subcontractor) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider;
5) Verify that any required local or State provision does not conflict with, or alter a Federal law or regulation.

Incorporation of Provisions

The statutes and regulations that establish the requirements for contract provisions do not always specify language the sponsor must use to address the requirement. Appendix A of this guide provides information on when a provision or clause has mandatory language that a sponsor must apply. Refer to the subheading *Applicability* for each provision.

Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision without change. The only exception to this restriction is for those instances within the provision text that require the sponsor to insert appropriate information such as name or value. To align with the sponsor's standard contract language, the word "Owner" may also be replaced with "Airport Authority" or their standard method of referring to the sponsor in contracts. Any modification beyond what is specifically permitted is not permitted and may invalidate the clause.

For those provisions that do not have required language, this guidance provides model language acceptable to the FAA in meeting the intent and purpose of the law or regulation. Some sponsors may already have standard procurement language that is equivalent to those Federal provisions that do not have explicit mandatory language. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

Contract clause language must be made available to bidders. The Sponsor does this by including the required language in Requests for Bids, Notices to Bidders, or in the contract.

Requests for Bids (Advertisement) and Notice to Bidders

The sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice to Bidders. The sponsor must incorporate the full text of these provisions within any contract that originates from the procurement action. The provisions that can be incorporated by reference in the Request or Notice are:

1) Buy American Preference
2) Foreign Trade Restriction
3) Davis Bacon
4) Affirmative Action
5) Government-wide Debarment and Suspension
6) Government-wide Requirements for Drug-free Workplace

Requirements For All Contracts Entered into by Obligated Sponsors.

A sponsor's acceptance of previous grant assurances obligates them to include certain notifications in all contracts and procurement actions they undertake regardless of funding source. Contracts and agreements fully funded by the sponsor must incorporate those select provisions.

Failure to Comply with Provisions

Sponsor failure to incorporate required provisions will jeopardize AIP eligibility of the sponsor's project. Contractor failure to comply with the terms of these contract provisions may be sufficient grounds to:

1) Withhold progress payments or final payment;
2) Terminate the contract for cause;
3) Seek suspension/debarment; or
4) Take other action determined to be appropriate by the sponsor or the FAA.

Applicability Matrix for Contract Provisions

Table 1 summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in their contract or agreement. Supplemental information addressing applicability and use for each provision is located in Appendix A.

Meaning of cell values

- REQD - a provision the sponsor must incorporate in their procurement action.
- Limited –a provision with limited applicability depending on circumstances of the procurement.

- n/a – a provision that is not applicable for that procurement type.

Table 1 – Applicability of Provisions

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
a. Access to Records and Reports	$ 0	REQD	REQD	REQD	REQD	n/a
b. Buy American Preferences	$ 0	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	$ 0	Limited	REQD	REQD	Limited	n/a
(2) Buy American – Total Facility	$ 0	Limited	REQD	REQD	Limited	n/a
(3) Buy American – Manufactured Product	$ 0	Limited	REQD	REQD	Limited	n/a
c. Civil Rights – General	$ 0	REQD	REQD	REQD	REQD	REQD
d. Civil Rights - Title VI Assurances	$ 0	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	$ 0	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	$ 0	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	$ 0	n/a	n/a	n/a	REQD	REQD
(4) Clause – Transfer of Real Property	$ 0	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	$ 0	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	$0	REQD	REQD	REQD	REQD	REQD
e. Disadvantaged Business Enterprise	$ 0	REQD	REQD	REQD	REQD	n/a
f. Energy Conservation Requirements	$ 0	REQD	REQD	REQD	REQD	n/a
g. Federal Fair Labor Standards Act	$ 0	REQD	REQD	REQD	REQD	REQD
h. Occupational Safety and Health Act	$ 0	REQD	REQD	REQD	REQD	REQD
i. Rights to Inventions	$ 0	Limited	Limited	Limited	n/a	n/a
j. Trade Restriction Certification	$ 0	REQD	REQD	REQD	REQD	n/a
k. Veteran's Preference	$ 0	REQD	REQD	REQD	REQD	n/a
l. Seismic Safety	$ 0	Limited	Limited	n/a	n/a	n/a
m. Copeland Anti-Kickback	$ 2,000	Limited	REQD	Limited	Limited	n/a
n. Davis Bacon Requirements	$ 2,000	Limited	REQD	Limited	Limited	n/a
o. Distracted Driving	$3,500	REQD	REQD	REQD	REQD	n/a
p. Affirmative Action Requirement	$10,000	Limited	REQD	Limited	Limited	n/a
q. Equal Employment Opportunity	$10,000	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	$10,000	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	$10,000	Limited	REQD	Limited	Limited	n/a
r. Prohibition of Segregated Facilities	$10,000	Limited	REQD	Limited	Limited	n/a
s. Recovered Materials	$10,000	Limited	REQD	REQD	Limited	n/a
t. Termination of Contract	$10,000	REQD	REQD	REQD	REQD	n/a
u. Debarment and Suspension	$25,000	REQD	REQD	REQD	Limited	n/a
v. Contract Work Hours and Safety Standards	$100,000	Limited	REQD	Limited	Limited	n/a
w. Lobbying Federal Employees	$ 100,000	REQD	REQD	REQD	REQD	n/a
x. Breach of Contract	$150,000	REQD	REQD	REQD	REQD	n/a
y. Clean Air/Water Pollution Control	$150,000	REQD	REQD	REQD	REQD	n/a

APPENDIX A – CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

APPLICABILITY

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

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

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200.

CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

AFFIRMATIVE ACTION REQUIREMENT

SOURCE

41 CFR part 60-4

Executive Order 11246

APPLICABILITY

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

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "Participation Goals for Minorities and Females". EA's and SMSA's cross state boundaries so a sponsor may have to refer to entries for adjacent states to find their project location.

A sponsor must insert the applicable percentage minority goal. Sponsor must not simply insert a reference to the Federal Register Notice.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors. This value does not change per county or state.

Contract Types –

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

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

Professional Services: The sponsor must incorporate this notice in any professional service agreement if the professional service agreement includes construction work (as defined above) that exceed $10,000. Examples include installation of noise monitoring systems.

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

Use of Provision – The sponsor must incorporate the text of this provision without modification. The sponsor must incorporate the established minority participation goal and the covered area by geographic name within the provision text.

CONTRACT CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

Timetables

Goals for minority participation for each trade: **[*sponsor must insert established goal*]**

Goals for female participation in each trade: 6.9%

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

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

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

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

BREACH OF CONTRACT TERMS

SOURCE

2 CFR § 200 Appendix II(A)

APPLICABILITY

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

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

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

BUY AMERICAN PREFERENCE

SOURCE

Title 49 USC § 50101

APPLICABILITY

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

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

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

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary only if extenuating circumstances exist. The FAA cannot review incomplete waiver requests or requests that the Sponsor has not reviewed for adequacy. Sponsor must assess the adequacy of the waiver request before forwarding the request to the FAA.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received National waivers from the Buy American Preference requirements or that fully meet the Buy American requirements. This Buy American Conformance List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require a project specific Buy American Preference requirement waiver from the FAA.

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

Contract Types –

Construction and Equipment - The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

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

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

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

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully comply with 49 USC § 50101.

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

- Projects for a facility (Buildings such as Terminal, SRE, ARFF, etc.) – Insert the Certificate of Compliance Based on Total Facility
- Projects for non-facility development (non-building construction projects such as runway or roadway construction; or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

CONTRACT CLAUSE

Buy American Preference Statement

BUY AMERICAN PREFERENCE

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

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

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

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

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

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

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

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

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

Date	Signature
Company Name	Title

Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

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

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

a) Only installing steel and manufactured products produced in the United States, or;

b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

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

Required Documentation

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

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

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

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

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

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

Date	Signature
Company Name	Title

CIVIL RIGHTS - GENERAL

SOURCE

49 USC § 47123

APPLICABILITY

Note: This provision is in addition to the Civil Rights – Title VI provisions.

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

Use of Provision – There are two versions of this provision. One applies to sponsor contracts and the other applies to sponsor lease agreements and transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification.

CONTRACT CLAUSE

Sponsor Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Sponsor Lease Agreements and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE

49 USC § 47123

FAA Order 1400.11

APPLICABILITY

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

The clauses are as follows:

Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice	1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and 2) All proposals for negotiated agreements regardless of funding source.	0
Title VI Clauses for Compliance with Nondiscrimination Requirements	Every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	0
Title VI Required Clause for Property Interests Transferred from the United States	As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.	0
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the activity, facility, or program	0

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program	0
Title VI List Of Pertinent Nondiscrimination Acts And Authorities	Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	0

CONTRACT CLAUSE

Title VI Solicitation Notice

Title VI Solicitation Notice:

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

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a

means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

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

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

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

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

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

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

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

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

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

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE

2 CFR § 200, Appendix II(G)

APPLICABILITY

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

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE

2 CFR § 200, Appendix II(E)

APPLICABILITY

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

Contract Types –

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

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

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

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

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

CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

COPELAND "ANTI-KICKBACK" ACT

SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 & 5

APPLICABILITY and PURPOSE

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

Contract Types –

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

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

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

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

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

CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

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

DAVIS-BACON REQUIREMENTS

SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

APPLICABILITY

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

Contract Types –

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

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

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

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

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

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

CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

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

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and

certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal

Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an

apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

DEBARMENT AND SUSPENSION

SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with are not presently suspended, excluded or debarred by any Federal department or agency from participating in federally-assisted projects. The sponsor accomplishes this by: (1) checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred or excluded, (2) collecting a certification from the firm or individual that they are not suspended, debarred or excluded, and (3) incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred or excluded firm or individual are included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

CONTRACT CLAUSE

Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

SOURCE

49 CFR part 26

APPLICABILITY and PURPOSE

A sponsor that anticipates awarding $250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on the project (§26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

Clause in all solicitations for proposals for which a contract goal has been established.

Clause in each prime contract

Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. Solicitations with a DBE Project Goal - 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. This language is not required for projects where DBE participation is by race-gender neutral means.

   The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements.

   The sponsor may require the contractor's submittal on proposed DBE participation either with the bid or within a specified timeframe after bidding.

2. Contracts Covered by DBE Program - Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.

3. The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.

4. Sponsors that do not have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

REQUIRED PROVISIONS

Solicitation Language (Solicitations that include a Project Goal)

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

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

[Note: Contract bid dates on or prior to December 31, 2016, use the following language]

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 7 days after bid opening or "with the proposal documents as a condition of bid responsiveness"]

[Note: Contract bid dates after December 31, 2016, use the following language]

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 5 days after bid opening or "with the proposal documents as a condition of bid responsiveness"]

A1.1.1 Solicitation Language (Race/Gender Neutral Means)

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

Prime Contracts (Projects covered by DBE Program)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

SOURCE

Executive Order 13513

DOT Order 3902.10

APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at $3,500).

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. .

CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

SOURCE

2 CFR § 200, Appendix II(H)

APPLICABILITY

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. Sponsor may substitute "contractor and subcontractor" with "consultant and sub-consultant" for professional service agreements.

CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions – a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment - The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - The sponsor must include contract and specification language into all professional service agreements as required above. Property – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – 41 CFR § 60-1.4 provides the mandatory contract language. 41 CFR § 60-4.3 provides the mandatory specification language. The sponsor must incorporate these clauses without modification.

MANDATORY CONTRACT CLAUSE

E.E.O. Contract Clause

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all

minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may

be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE

29 U.S.C. § 201, et seq

APPLICABILITY

The United States Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce, producing goods for interstate commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person, are covered by the FLSA.

All consultants, sub-consultants, contractors and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 U.S.C. § 201.The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or another award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding $100,000.

Use of Provision – Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

PROHIBITION of SEGREGATED FACILITIES

SOURCE

41 CFR § 60

APPLICABILITY

The contractor must comply with the requirements of the E.E.O. clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction - Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services - Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land - Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their

services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE

20 CFR part 1910

APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

SOURCE

2 CFR § 200.322

40 CFR part 247

APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines.

The requirements of § 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

Construction and Equipment – Include this provision in all construction and equipment projects

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds $10,000

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

CONTRACT CLAUSE

Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

RIGHT TO INVENTIONS

SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes *experimental, developmental or research work*.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

SOURCE

49 CFR part 41

APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services and Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include this provision if the project involves construction or structural addition to a building such as an electrical vault project.

Land – This provision will not typically apply to a property/land project.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 CFR part 41.

CONTRACT CLAUSE

Professional Service Agreements for Design

Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Construction Contracts

Seismic Safety

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TERMINATION OF CONTRACT

SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

APPLICABILITY

Contract Types – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default - Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services and Property – The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

CONTRACT CLAUSE

Termination for Convenience

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project;
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

SOURCE

49 USC § 50104

49 CFR part 30

APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R)

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

CONTRACT CLAUSE

TRADE RESTRICTION CERTIFICATION

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

SOURCE

49 USC § 47112(c)

APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 U.S.C. § 47112.

CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 11/17/2016

Meeting Date: 12/06/2016

TITLE:

Consideration and Approval of Final Plat request by Capstone Homes, on behalf of Pinnacle Devco Ltd., for the subdivision of approximately 6.74 acres into 49 single-family residential townhouse lots located at 3215 S Hannah Lane within the Medium Density Residential (MR) zone.

RECOMMENDED ACTION:

Staff recommends approving the final plat and authorizing the Mayor to sign both the final plat and City/Subdivider Agreement when notified by the Inter-Department Staff (IDS) that all conditions have been met and documents are ready for recordation.

Executive Summary:

TITLE: Pinnacle Pines Unit 2 Phase 3 Final Plat

EXECUTIVE SUMMARY: Review and requested approval of a 49-lot townhouse subdivision that will increase the number of developable townhouse lots within the City and complete the build-out of the Pinnacle Pines subdivision.

Financial Impact:

No financial liabilities are anticipated by the approval of this final plat.

Policy Impact:

The approval of this final plat does not have an impact on City policy.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

REGIONAL PLAN:

Goal NH.3 - Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Has There Been Previous Council Decision on This:

The City Council approved the Pinnacle Pines Unit 2 Preliminary Plat on October 21, 2014. This is final plat is for the third and final phase of development.

Options and Alternatives:

1. Approve the final plat as recommended by staff.
2. Approve the final plat with added conditions.
3. Deny the final plat based on non-compliance with the approved preliminary plat, the Zoning Code, the Subdivision Code, and/or the Engineering Standards.

Background/History:

Pinnacle 146, LLC is the property owner of record of approximately 6.74 acres located at 3215 S Hannah Lane within the Pinnacle Pines townhouse subdivision.

On March 7, 2005, the City Council approved Resolution No. 2005-15, which authorized a Development Agreement between the City and the developer; Resolution No. 2005-16, which amended the Flagstaff Area Regional Land Use and Transportation Plan land use designation for the subject property from High Density Residential to Medium Density Residential in order to support a reduced density; Ordinance No. 2005-05, which modified the conditions of Ordinance No. 1976 for the development of a 206-unit single-family residential townhouse project; and a preliminary plat (formally tentative plat) for Unit 1 of Pinnacle Pines.

On October 21, 2014, the City Council approved the Pinnacle Pines Unit 2 Preliminary Plat for the subdivision of approximately 18.59 into 106 single-family residential townhouse lots. This final plat is the third and final phase of development associated with the approved preliminary plat.

Community Benefits and Considerations:

Approval and development of the final plat will increase the number of developable and available townhouse lots within the City.

Community Involvement:

Inform

The subject property's existing zoning allows for the proposed subdivision. No public hearing or public outreach is required as part of the City Council's review of the final plat.

Attachments: Application
City/Subdivider Agreement
Final Plat

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

SUBD

RECEIVED SEP 20 2016

Application for Subdivision Review

Date Received: SEP 20 2016		File Number: P2-16-00176
Property Owner(s): Pinnacle Devco Ltd.		Phone: 928-774-3826
Mailing Address: 3605 S Flagstaff Ranch Rd	City, State, Zip: Flagstaff 86005	Email: jsutherland@capstonecos.com
Applicant(s): Pinnacle Devco Ltd.		Phone:
Mailing Address:	City, State, Zip:	Email:
Project Representative: John Sutherland		Phone: 928 774-3826
Mailing Address: 3605 S Flagstaff Ranch Rd	City, State, Zip: Flagstaff 86005	Email: jsutherland@capstonecos.com

Requested Review: ☐ Development Master Plan ☐ Conceptual Plat ☐ Preliminary Plat P&Z and Council ☐ Modified Subdivision ☐ Preliminary Plat ☒ Final Plat- Council

Project Name: Pinnacle Pines Unit 2 Phase 3	Site Address: 3215 S Hannah ~~800 E. Sterling Ln.~~		Parcel Number: 105-20-117 / 105-20-126A
Proposed Use: subdivision	Existing Use: vacant	Subdivision, Tract & Lot Number: Pin. Pines Unit 2 Phase 2 Tract 15B	
Zoning District: MR	Regional Plan Category: Med. Density Res	Flood Zone: X	Size of Site (Sq. ft. or Acres): 6.74ac

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Res	USFS	Res	USFS

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
subdivision	49	49	7.27 units / acre	n/a

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date: 9/18/2016	Applicant Signature:	Date:

For City Use

Date Filed:	Case Number (s)	
P & Z Hearing Date:	Publication and Posting Date:	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number:	Amount:	Date:

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Brian	Amy	Kent	Mike / Jim	Amanda

CITY/SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State of Arizona, hereinafter referred to as CITY; and Pinnacle Devco Ltd. Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E T H

WHEREAS, Pinnacle Devco Ltd. (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as Pinnacle Pines Unit 2 Phase 3; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved tentative plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.

2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.

3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.

4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties herto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(Signed): MANAGING MEMBER

Subdivider/Title

Subdivider/Title

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 19th day of September, 1~~9~~8 2016 by Jerry Abbott.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

STACEY SHADDY
Notary Public - State of Arizona
COCONINO COUNTY
My Commission Expires
August 3, 2018

S Shaddy

Notary Public

My Commission expires: 8/3/2018

Dated this _____ day of _____, 19_____ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

_____
City Clerk

PINNACLE PINES - UNIT 2

PHASE THREE - FINAL PLAT

A SUBDIVISION OF TRACT 15B, INSTRUMENT 3737440 C.C.R.O.
A 49 LOT TOWNHOUSE SUBDIVISION ON 6.74± ACRES
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M.
FLAGSTAFF, ARIZONA

DEDICATION:

STATE OF ARIZONA
COUNTY OF COCONINO } SS.

KNOW ALL MEN BY THESE PRESENTS: THAT PINNACLE DEVCO, LTD., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF PINNACLE PINES UNIT 2 – PHASE 3, A SUBDIVISION OF TRACT "15B" OF PINNACLE PINES UNIT 2 PHASE 2, INSTRUMENT 3737440, COCONINO COUNTY RECORDERS OFFICE. LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS AND EASEMENT AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF: PINNACLE DEVCO, LTD., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS _____ DAY OF _____ 20____.

BY: _____
BRIAN RHOTON (PRESIDENT)

ACKNOWLEDGMENT:

STATE OF ARIZONA
COUNTY OF COCONINO } SS.

ON THIS THE _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, BRIAN RHOTON, PRESIDENT OF PINNACLE DEVCO, LTD, WHO ACKNOWLEDGED BY SELF TO REPRESENT PINNACLE DEVCO, LTD., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL–WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION–TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL BUILDING CONSTRUCTION, INCLUDING ACCESSORY BUILDINGS, SHALL BE LIMITED TO A SPECIFIC DEVELOPMENT ENVELOPE FOR EACH LOT AS SHOWN HEREON AND THIS BUILDABLE AREA IS LIMITED TO SETBACKS SHOWN.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGATAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) – SECTION 13–10–006–0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ORDINANCE NO. 2007–13.

NO FENCING, RE–GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

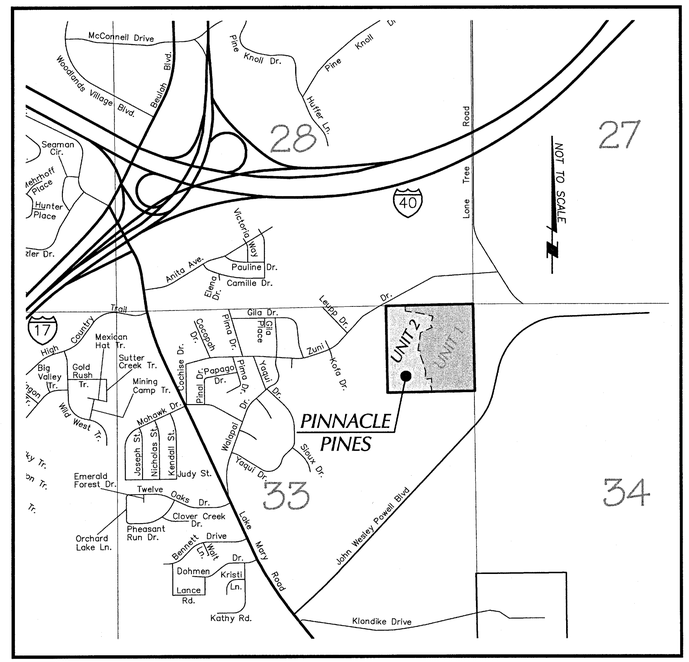
ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED OR ENCROACHED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.
THIS ADEQUATE WATER SUPPLY NOTE HAS BEEN ADDED TO THIS FINAL PLAT AS A REQUIREMENT OF THE CITY OF FLAGSTAFF. MOGOLLON ENGINEERING and SURVEYING, INC. DOES NOT GUARANTEE, WARRANTEE OR CERTIFY ANY INFORMATION IN THIS APPLICATION No. 41-900002.0002.

ASSRANCE OF PERFORMANCE

AN ASSURANCE AGREEMENT TO CONSTRUCT SUBDIVISION IMPROVEMENTS THIRD PARTY TRUST FOR THE SUBDIVISION KNOWN AS PINNACLE PINES UNIT 2 PHASE 2 WAS APPROVED BY THE CITY OF FLAGSTAFF ON _____ AND RECORDED AT THE COCONINO COUNTY RECORDER AS INSTRUMENT #_____. THE APPROVAL AND RECORDATION OF THIS AGREEMENT, IN CONJUNCTION WITH THE APPROVAL AND RECORDATION OF THE FINAL PLAT FOR THE REFERENCED SUBDIVISION, SATISFIES THE ASSURANCE OF PERFORMANCE FOR CONSTRUCTION REQUIREMENTS AS SET FORTH IN SECTION 10-20.100 OF THE CITY OF FLAGSTAFF ZONING CODE.



VICINITY MAP

N.T.S.

INDEX TO SHEETS

1	COVER SHEET
2	SUBDIVISION BOUNDARY

CITY OF FLAGSTAFF:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

_____ DAY OF _____, 20____

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY ENGINEER AND THE PLANNING DIRECTOR, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THIS

_____ DAY OF _____, 20____

BY: _____
CITY ENGINEER

BY: _____
PLANNING DIRECTOR

UTILITY COMPANY ACKNOWLEDGMENT

BY LETTER	10/07/16
UNISOURCE ENEREGY SERVICES	DATE
LETTER SENT	9/19/16
CENTURYLINK	DATE
BY LETTER	10/06/16
ARIZONA PUBLIC SERVICE	DATE
LETTER SENT	9/19/16
SUDDENLINK	DATE

BASIS OF BEARING & BENCHMARK

BASIS OF BEARINGS IS THE NORTH LINE OF SECTION 33 - NORTH 88°51'49" EAST PER CASE 9 PAGE 78.

SUBDIVISION BENCHMARK IS THE NORTHEAST CORNER OF SECTION 33, ELEVATION = 6927.21'.

TRACT INFORMATION

TRACTS "25, 26, 27, 28, 29, 30, & 31" ARE HEREBY DEDICTAED TO THE PROPERTY OWNERS ASSOCIATION AS OPEN SPACE, P.U.E., AND DRAINAGE EASEMENT.

TRACT 32 IS HEREBY DEDICATED TO THE PROPERTY OWNERS ASSOCIATION AS A NON-EXCLUSIVE PRIVATE ROADWAY EASEMENT TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION AND A P.U.E.

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FEMA ZONE "X" (NO SHADING)

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.,
411 W. SANTA FE AVE., FLAGSTAFF, AZ. 86001
MR. ROBERT C. IMPELLITIER (CERTIFICATE NO. 22196)

RESOURCE PROTECTION

RESOURCE PROTECTION PLAN IS A PART OF THE APPROVED CIVIL ENGINEERING PLANS ON FILE AT THE CITY.

PROJECT INFORMATION

PROJECT NAME:	PINNACLE PINES UNIT 2 - PHASE 3
PROJECT LOCATION:	3215 S. HANNAH LANE FLAGSTAFF, AZ. 86001
LATITUDE:	N 35° 09' 48.5"
LONGITUDE:	W 111° 39' 01.4"
ASSESSORS PARCEL NUMBER:	105-20-126A
TOTAL ACREAGE:	6.74±
NUMBER OF LOTS:	49
GROSS DENSITY:	7.27 UNITS / ACRE
ZONING:	MR Ord. 2005-05 Ins. 3317558
R.L.U.T.P. DESIGNATION:	MEDIUM DENSITY RESIDENTIAL
OWNER/DEVELOPER:	PINNACLE DEVCO LTD 3605 S. FLAGSTAFF RANCH ROAD FLAGSTAFF, AZ 86005 BRIAN RHOTON 928-699-1169

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOTSENPILLER
Date Signed 11/21/16
ARIZONA U.S.A.
EXPIRES: 3/31/18

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED BY ME AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SHEET NO. 1 OF 2

COF DRB #

Mogollon Inc ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1650, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-213-0315

PINNACLE PINES - UNIT 2
PHASE 3
FINAL PLAT

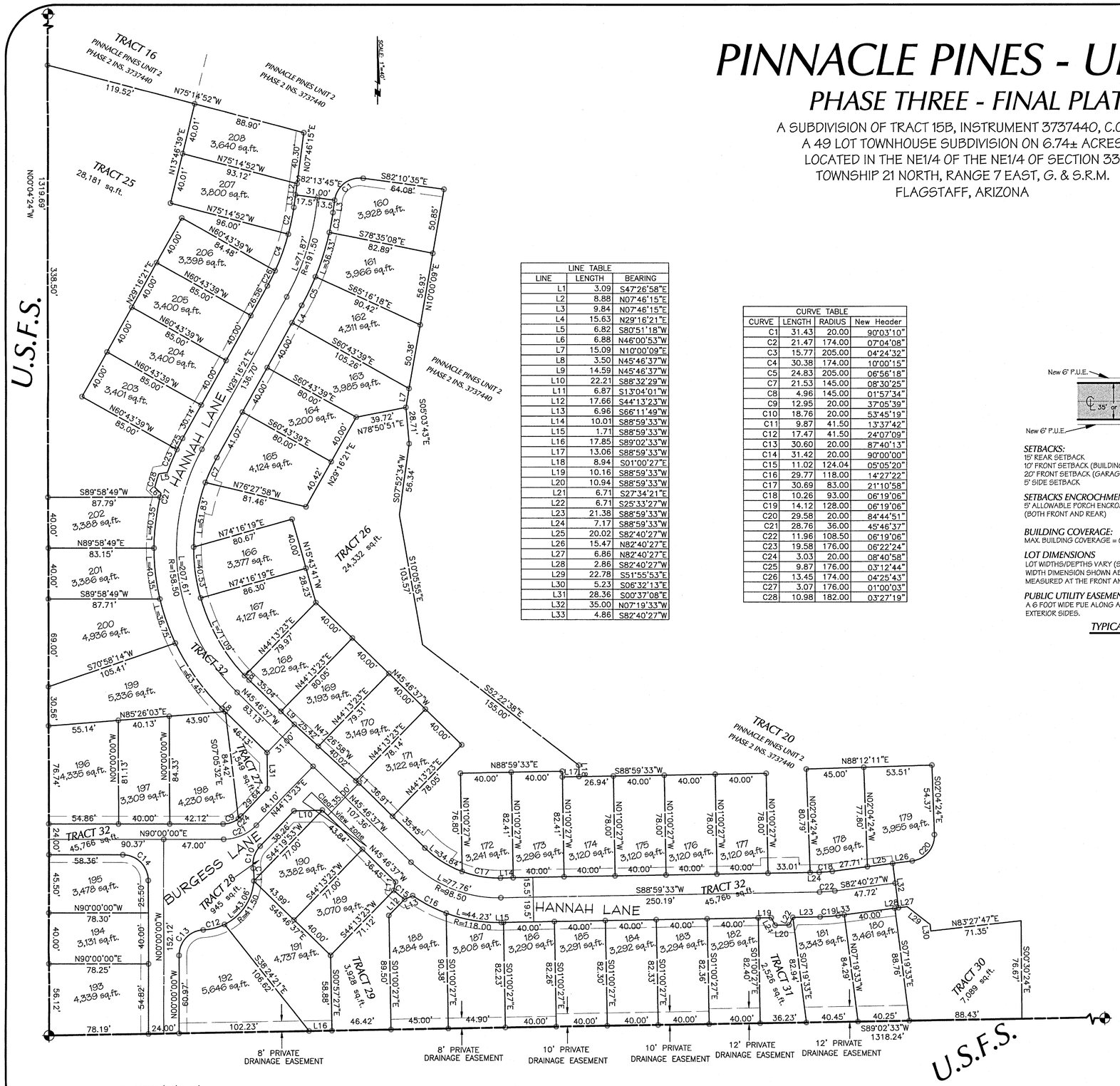
9/19/16
MES#16184

DATE: 6/15/16	PROJECT NO. 16184
DESIGNED BY:	REVISIONS: 11/23/16 COF comments 11/16/16 COF comment
DRAWN BY:	FN: SHEET01.DWG
	VERT SCALE: N/A
CHECKED BY:	HOR SCALE: N/A

PINNACLE PINES - UNIT 2

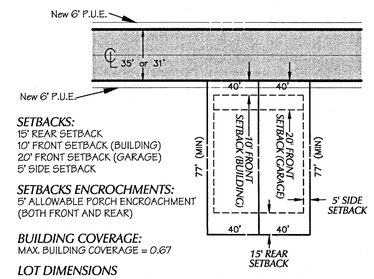
PHASE THREE - FINAL PLAT

A SUBDIVISION OF TRACT 15B, INSTRUMENT 3737440, C.C.R.O.
A 49 LOT TOWNHOUSE SUBDIVISION ON 6.74± ACRES
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M.
FLAGSTAFF, ARIZONA



LINE TABLE		
LINE	LENGTH	BEARING
L1	3.09	S47°26'58"E
L2	8.88	N07°46'15"E
L3	9.84	N07°46'15"E
L4	15.63	N29°16'21"E
L5	6.82	S80°51'18"W
L6	6.88	N46°00'53"W
L7	15.09	N10°00'09"E
L8	3.50	N45°46'37"W
L9	14.59	N45°46'37"W
L10	22.21	S88°32'29"W
L11	6.87	S13°04'01"W
L12	17.66	S44°13'23"W
L13	6.96	S66°11'49"W
L14	10.01	S88°59'33"W
L15	1.71	S88°59'33"W
L16	17.85	S89°02'33"W
L17	13.06	S88°59'33"W
L18	8.94	S01°00'27"E
L19	10.16	S88°59'33"W
L20	10.94	S88°59'33"W
L21	6.71	S27°34'21"E
L22	6.71	S25°33'27"W
L23	21.38	S88°59'33"W
L24	7.17	S88°59'33"W
L25	20.02	S82°40'27"W
L26	15.47	N82°40'27"E
L27	6.86	N82°40'27"E
L28	2.86	S82°40'27"W
L29	22.78	S51°55'53"E
L30	5.23	S06°32'13"E
L31	28.36	S00°37'08"E
L32	35.00	N07°19'33"W
L33	4.86	S82°40'27"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	New Header
C1	31.43	20.00	90°03'10"
C2	21.47	174.00	07°04'08"
C3	15.77	205.00	04°24'32"
C4	30.38	174.00	10°00'15"
C5	24.83	205.00	06°56'18"
C7	21.53	145.00	08°30'25"
C8	4.96	145.00	01°57'34"
C9	12.95	20.00	37°05'39"
C10	18.76	20.00	53°45'19"
C11	9.87	41.50	13°37'42"
C12	17.47	41.50	24°07'09"
C13	30.60	20.00	87°40'13"
C14	31.42	20.00	90°00'00"
C15	11.02	124.04	05°05'20"
C16	29.77	118.00	14°27'22"
C17	30.69	83.00	21°10'58"
C18	10.26	93.00	06°19'06"
C19	14.12	128.00	06°19'06"
C20	29.58	20.00	84°44'51"
C21	28.76	36.00	45°46'37"
C22	11.96	108.50	06°19'06"
C23	19.58	176.00	06°22'24"
C24	3.03	20.00	08°40'58"
C25	9.87	176.00	03°12'44"
C26	13.45	174.00	04°25'43"
C27	3.07	176.00	01°00'03"
C28	10.98	182.00	03°27'19"



SETBACKS:
15' REAR SETBACK
10' FRONT SETBACK (BUILDING)
20' FRONT SETBACK (GARAGE)
5' SIDE SETBACK

SETBACKS ENCROCHMENTS:
5' ALLOWABLE PORCH ENCROACHMENT (BOTH FRONT AND REAR)

BUILDING COVERAGE:
MAX. BUILDING COVERAGE = 0.67

LOT DIMENSIONS
LOT WIDTHS/DEPTHS VARY (SEE THIS SHEET). THE 40' LOT WIDTH DIMENSION SHOWN ABOVE IS A MINIMUM LOT WIDTH MEASURED AT THE FRONT AND REAR SETBACK LINES.

PUBLIC UTILITY EASEMENT (PUE)
A 6 FOOT WIDE PUE ALONG ALL LOT FRONTAGES AND EXTERIOR SIDES.

TYPICAL LOT DIMENSIONS
N.T.S.

o corner to be set
Found USFS alum. cap

Instrument #_____
Recorded at the Request of
_____
Date:_____
Records of Coconino County
Patty Hansen, County Recorder

SHEET NO. 2 of 2

COF PROJECT #

Mogollon Inc ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOTSENPILLER
Date Signed 9/19/16
ARIZONA U.S.A.
Expires on 3/31/18

9/19/16
MES# 16184

FINAL PLAT
PINNACLE PINES UNIT 2
PHASE 3

DATE: 9/19/16	REVISIONS:
PROJECT NO. 16184	
DESIGNED BY:	FN: sheet2.dwg
DRAWN BY:	VERT SCALE:
CHECKED BY:	HOR SCALE: 1"=40'

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 11/17/2016

Meeting Date: 12/06/2016

TITLE:

Consideration and Approval of Map of Dedication request by Gammage & Burnham PLC, on behalf of Core Campus Flagstaff, LLC, for the dedication of necessary easements and right-of-way associated with the development of a 198 dwelling unit mixed-use multi-family development on approximately 2.43 acres located at 23 S Mikes Pike within the T4 Neighborhood 1 - Open (T4N.1-O) and T5 Main Street (T5) transect zones.

RECOMMENDED ACTION:

Staff recommends the approval of the map of dedication and the authorizing of the Mayor to sign the map of dedication when notified by the Inter-Division Staff (IDS) team that all conditions have been met and documents are ready for recordation.

Executive Summary:

The map of dedication is an instrument that is used by a property owner to dedicate easements and rights-of-way to the City and is processed like a plat. The dedication of these easements and rights-of-way is required by the related development. Approval of this map of dedication will dedicate the necessary easement and right-of-ways associated with the development of a 198 unit mixed-use multi-family development known as The Hub Version 2.0.

Financial Impact:

No financial liabilities are anticipated by the approval of this map of dedication.

Policy Impact:

Approval of this map of dedication does not have an impact on City policy.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

REGIONAL PLAN:

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve the map of dedication as recommended by staff.
2. Approve the map of dedication with added conditions.
3. Deny the map of dedication.

Background/History:

Core Campus Flagstaff, LLC is the property owner of record of approximately 2.43 acres located at 23 S Mikes Pike.

On June 3, 2016, the Inter-Division Staff (IDS) approved a site plan for the development of a 301,047 square foot mixed-use multi-family project containing 208 dwelling units, 6,933 square feet of commercial space, and 7,712 square feet of lobby/amenity space.

On November 17, 2016, the Inter-Division Staff (IDS) approved an amendment to the approved site plan amendment that: reduced the total square footage from 301,047 to 296,851; reduced the number of dwelling units from 208 to 198; and increased the amount of lobby/amenity space from 7,712 square feet to 8,146 square feet.

Community Benefits and Considerations:

Approval of this map of dedication will dedicate the following to the City:

- 2-feet of right of way and 4-feet for sidewalk easement along Phoenix Avenue in the T5 zone
- 4-feet for sidewalk easement along Phoenix Avenue in the T4N.1-O zone
- 4-feet for sidewalk easement along Mikes Pike
- 10.5-feet for highway easement adjacent to the existing 20-foot highway easement along Milton Road (both easements will then be dedicated as right-of-way to ADOT using procedures outlined by ADOT's Right-of-Way Division)
- 2-feet for sidewalk easement along Milton Road
- Public utility easement for a water meter along Phoenix Avenue

Community Involvement:

Inform

The subject property's existing zoning permits the dedication of the proposed easements and rights-of-way. No public hearing or public outreach is required as part of the City Council's review of the map of dedication.

Attachments: Application
Project Description
Environmental Assessment
Map of Dedication

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

SUBD

Date Received	Application for Subdivision Review	File Number
OCT 04 2016		PZ-15-00164-04

Property Owner(s) Core Campus Flagstaff, LLC		**Phone** 773 / 969.5740
Mailing Address 2234 West North Ave	**City, State, Zip** Chicago, Illinois 60647	**Email** TimJ@corespaces.com
Applicant(s) Same as Property Owner		**Phone**
Mailing Address	**City, State, Zip**	**Email**
Project Representative Gammage & Burnham PLC c/o Lindsay C. Schube		**Phone** 602 / 256.4471
Mailing Address Two North Central Avenue, 15th Floor	**City, State, Zip** Phoenix, Arizona 85004	**Email** lschube@gblaw.com
Requested Review: ☐ Development Master Plan ☐ Modified Subdivision	☒ Map of Dedication ☐ Preliminary Plat	☐ Preliminary Plat P&Z and Council ☐ Final Plat- Council

Project Name: The Hub on Campus Flagstaff v2.0	**Site Address** 25 South Mikes Pike		**Parcel Number** 100-39-001C, -001G, -002A, -008, 009-, -010, and -011C.
Proposed Use Mixed-use development	**Existing Use** Vacant / Undeveloped	**Subdivision, Tract & Lot Number** Flagstaff Townsite	
Zoning District T4N.1-O and T5	**Regional Plan Category** Urban Existing; Urban Activity Center	**Flood Zone** AE	**Size of Site (Sq. ft. or Acres)** +/- 2.43

Property Information:
☒ Yes ☐ No Located in an existing Local/National Historic District? (Name: Small portion of -001) is in the Southside Historic District.
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Parking	Res. and Com.	Res. and Com.	Com.

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Mixed-use development	1*	208	85.6	301,407

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date: 10/2/16	Applicant Signature:	Date: 10.3.16

For City Use

Date Filed:	**Case Number (s)**		
P & Z Hearing Date:		**Publication and Posting Date:**	
Council Hearing Date:		**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**	

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Brian	Mike	Kent	Jim/Mike	Chris

* 7 existing parcels being combined to form 1 parcel.

THE HUB ON CAMPUS FLAGSTAFF

MAP OF DEDICATION (PZ 15-00164-03)

PROJECT DESCRIPTION

October 3, 2016

Core Campus Flagstaff, LLC is the owner and developer of the approximate 2.43 acres of property generally bounded to the north by Phoenix Avenue, to the east by Mikes Pike and to the west by Milton Road. This Map of Dedication proposes the following right-of-way and easement dedications to the City of Flagstaff:

1. 2-feet of right-of-way and 4-feet for a sidewalk easement along Phoenix Avenue in the T5 transect zone;
2. 4-feet for a sidewalk easement along Phoenix Avenue in the T4N-1.O transect zone;
3. 4-feet for a sidewalk easement along Mikes Pike;
4. 10.5-feet for a highway easement adjacent to the existing 20-foot highway easement along Milton Road (both the proposed and existing highway easements will be dedicated as right-of-way to the Arizona Department of Transportation by procedures outlined by ADOT's Right-of-Way Division);
5. 2-feet for a sidewalk easement along Milton Road; and
6. Public utility easement for a water meter along Phoenix Avenue.

NV5

August 31, 2016

Mr. Brian J. Kulina, AICP
Planning Development Manager
Community Development Department
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Mr. Mac McNamara
Project Manager
Engineering Department
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: Map of Dedication / Environmental Site Assessment

Dear Sirs,

Core Campus Flagstaff, LLC ("Core Campus") is the owner and developer of the approximate 2.43 acres generally bounded to the north by Phoenix Avenue, to the east by Mikes Pike and to the west by Milton Road. Core Campus engaged NV5 Inc. ("NV5") in August of 2016 to conduct an environmental assessment on the proposed right-of-way and easement dedications adjacent to Milton Road, Phoenix Avenue and Mikes Pike as shown on the proposed Map of Dedication prepared by The WLB Group dated August 30, 2016. NV5 is a publically-traded C-corporation firm that has been providing professional and technical engineering and consulting solutions to public and private sector clients since 1949. Our Phoenix team involved in this project meet the definition of environmental professionals as defined in CFR Title 40 §312.10(b), and work performed by NV5 on the Core Campus project has been reviewed by Michel A. Hulst, a Registered Geologist.

This correspondence confirms there are no Recognized Environmental Conditions (RECs) located on and/or in the proposed right-of-way and easement dedications. Cardno ATC prepared an Environmental Site Assessment (ESA) titled, "Phase I Environmental Site Assessment, Various Properties, Along Milton Road, Phoenix Avenue and Mikes Pike, Flagstaff Arizona 86001" on October 15, 2015. Based on our review of this ESA and our own independent site assessments, it is NV5's professional opinion that the proposed dedications are not located on and/or in areas associated with RECs as identified with ASTM Standard E1527-13.

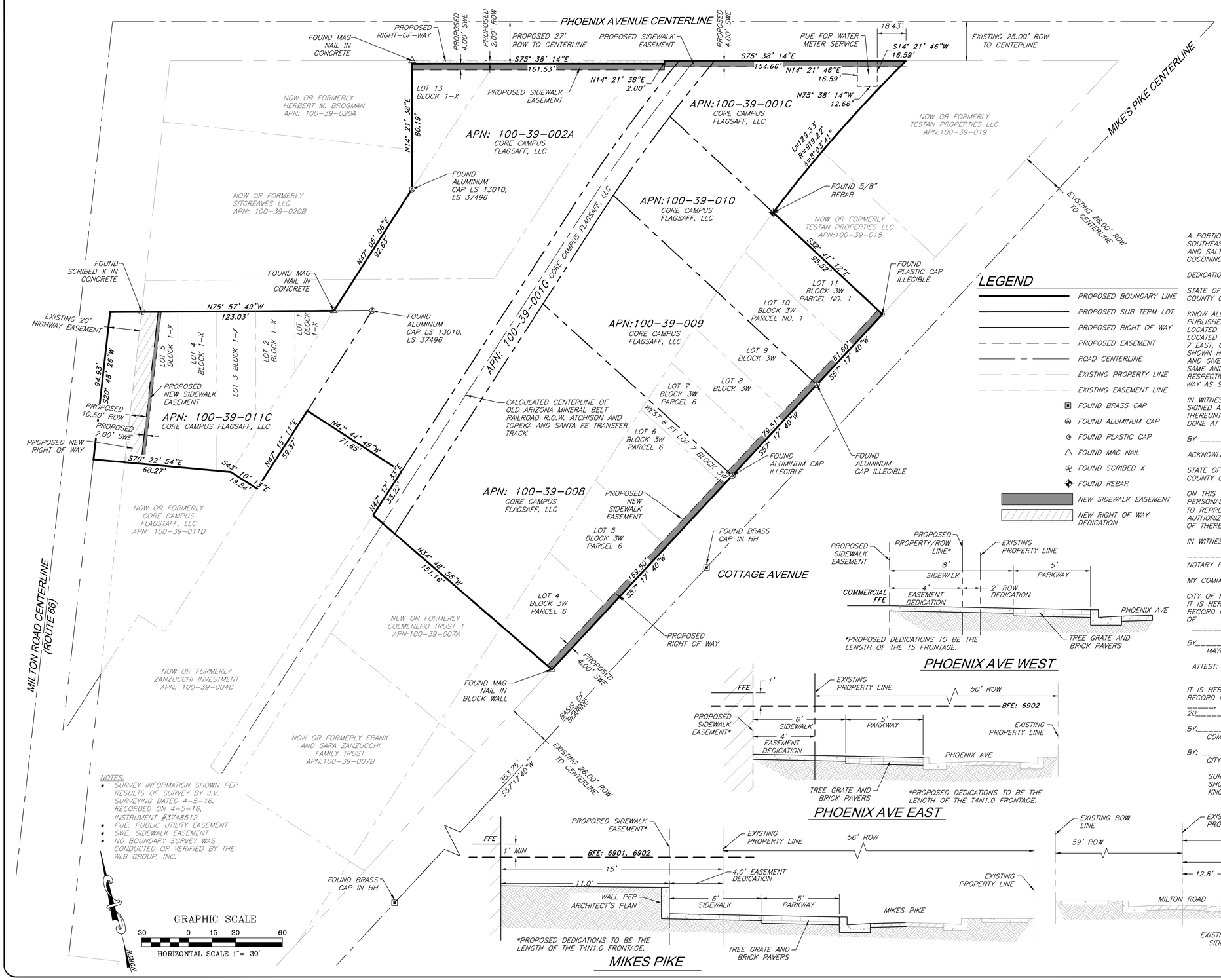
Please contact us at (623) 374-6637 should you have any questions or require further information.

Sincerely,

REGISTERED GEOLOGIST
CERTIFICATE NO.
37750
MICHEL A.
HULST
DATE SIGNED 8/31/16
ARIZONA U.S.A.
Expires 6/30/17

NV5
Michel A. Hulst, RG
Principal

THE HUB ON CAMPUS FLAGSTAFF
MAP OF DEDICATION
A PORTION OF TOWNSITE OF FLAGSTAFF FILE 1, MAP 1, COCONINO COUNTRY RECORDS
LOCATED IN SE1/4 SECTION 16, T 21 N, R7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA

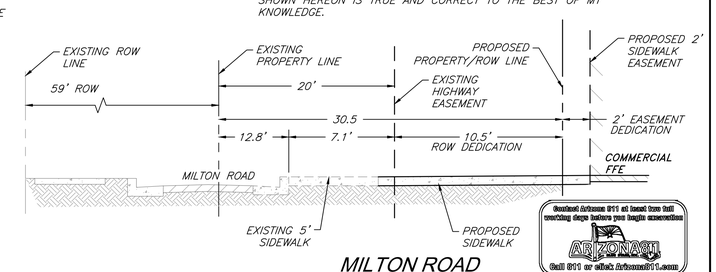


NOTES:
- SURVEY INFORMATION SHOWN PER RESULTS OF SURVEY BY J.V. SURVEYING DATED 4-5-16. RECORDED ON 4-5-16, INSTRUMENT #3748512
- PUE: PUBLIC UTILITY EASEMENT
- SWE: SIDEWALK EASEMENT
- NO BOUNDARY SURVEY WAS CONDUCTED OR VERIFIED BY THE WLB GROUP, INC.

PHOENIX AVE WEST

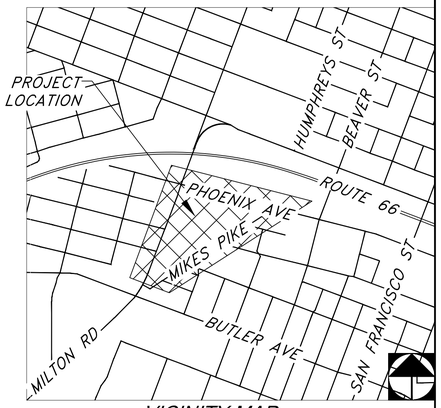
PHOENIX AVE EAST

MIKES PIKE



MILTON ROAD

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



VICINITY MAP
NOT TO SCALE

MAP OF DEDICATION

A PORTION OF BLOCK IX AND BLOCK 3W. TOWNSITE OF FLAGSTAFF. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA.

DEDICATION:

STATE OF ARIZONA
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: CORE CAMPUS FLAGSTAFF LLC. HEREBY PUBLISHES THIS MAP AS AND FOR THE MAP OF A LOT AND PARCEL MERGER LOCATED IN A PORTION OF BLOCK IX AND BLOCK 3W. TOWNSITE OF FLAGSTAFF. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH,RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA. AS SHOWN HEREON, AND HEREBY DECLARES THAT SAID MAP SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE PARCELS CONSTITUTING SAME AND THAT THE PARCELS SHALL BE KNOWN BY THE NAME GIVEN TO EACH RESPECTIVELY. ON SAID MAP AND HEREBY DEDICATES THE EASEMENTS AND RIGHT OF WAY AS SHOWN ON SAID MAP TO THE PUBLIC FOR THE PURPOSE SHOWN.

IN WITNESS WHEREOF: CORE CAMPUS FLAGSTAFF LLC., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.
DONE AT _____, ARIZONA, THIS _____ DAY OF _____, 20___.

BY _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA
COUNTY OF COCONINO

ON THIS THE _____DAY OF _____ 20____. BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, CORE CAMPUS FLAGSTAFF LLC. WHO ACKNOWLEDGE BY SELF TO REPRESENT CORE CAMPUS FLAGSTAFF LLC. AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE OF THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY OF FLAGSTAFF:
IT IS HEREBY CERTIFIED THAT THIS MAP HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE _____DAY OF
_____, 20___.

BY_____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS MAP HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE I.D.S. BOARD OF FLAGSTAFF, ARIZONA ON THE _____DAY OF _____,
20_____.

BY:_____
COMMUNITY DEVELOPMENT DIRECTOR

BY: _____
CITY ENGINEER

SURVEY WAS PERFORMED IN MARCH OF 2015. INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

LEGEND

- PROPOSED BOUNDARY LINE
- PROPOSED SUB TERM LOT
- PROPOSED RIGHT OF WAY
- PROPOSED EASEMENT
- ROAD CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND PLASTIC CAP
- FOUND MAG NAIL
- FOUND SCRIBED X
- FOUND REBAR
- NEW SIDEWALK EASEMENT
- NEW RIGHT OF WAY DEDICATION

NO:	DATE:	ITEM:	REVISIONS

The WLB Group INC.
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Construction Services • Phoenix, Flagstaff, and Las Vegas, NV.
500 N. Beaver Street, Flagstaff, AZ 86001
PH.(928) 779-1500

THE HUB ON CAMPUS FLAGSTAFF
MAP OF DEDICATION

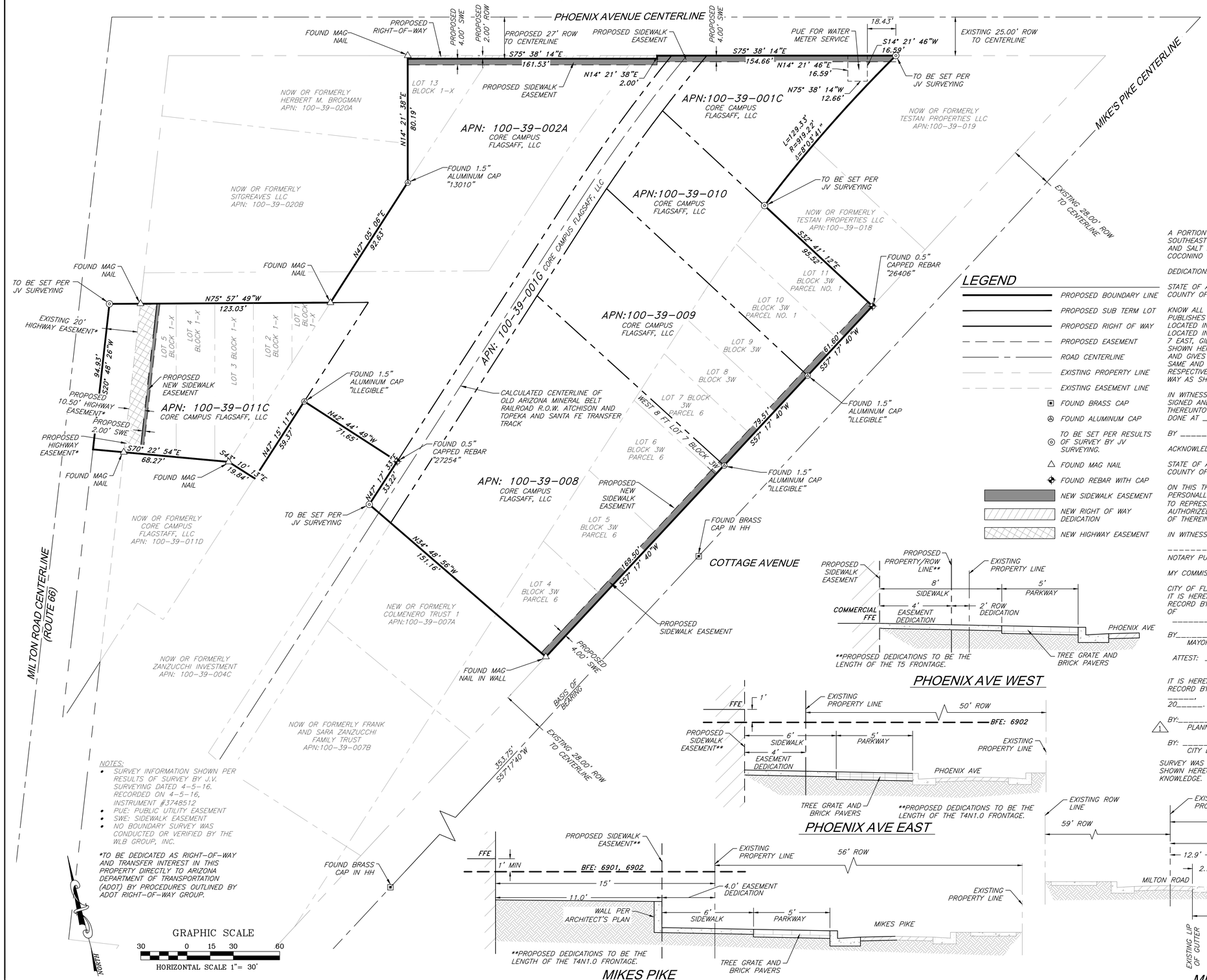
PRELIMINARY NOT FOR CONSTRUCTION

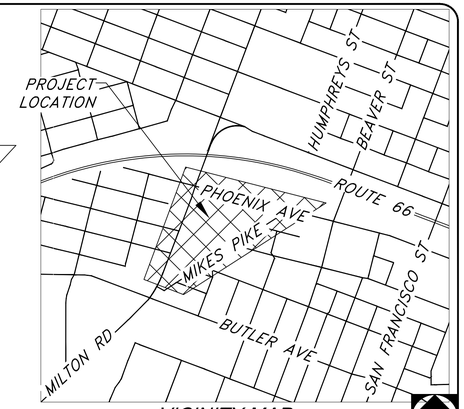
DESIGNED BY:	JM
DRAWN BY:	
CHECK BY:	
DATE:	AUGUST 30, 2016
BY:	
DATE:	

PROJECT NO. 315009B001

SHEET	OF
1	1

THE HUB ON CAMPUS FLAGSTAFF
MAP OF DEDICATION
A PORTION OF TOWNSITE OF FLAGSTAFF FILE 1, MAP 1, COCONINO COUNTRY RECORDS
LOCATED IN SE1/4 SECTION 16, T 21 N, R7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA





VICINITY MAP
NOT TO SCALE

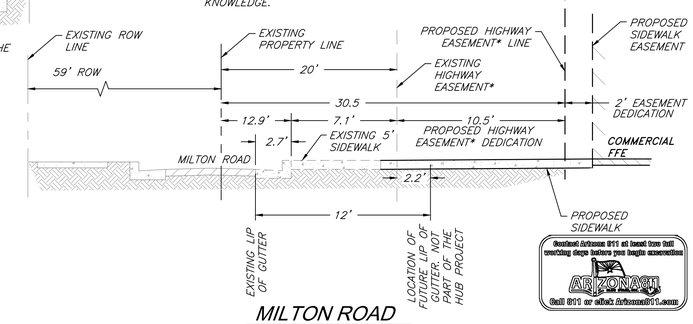
LEGEND

- PROPOSED BOUNDARY LINE
- PROPOSED SUB TERM LOT
- PROPOSED RIGHT OF WAY
- PROPOSED EASEMENT
- ROAD CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- TO BE SET PER RESULTS OF SURVEY BY JV SURVEYING.
- FOUND MAG NAIL
- FOUND REBAR WITH CAP
- NEW SIDEWALK EASEMENT
- NEW RIGHT OF WAY DEDICATION
- NEW HIGHWAY EASEMENT

PHOENIX AVE WEST

PHOENIX AVE EAST

MIKES PIKE



MILTON ROAD

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

A PORTION OF BLOCK IX AND BLOCK 3W. TOWNSITE OF FLAGSTAFF. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA.

DEDICATION:

STATE OF ARIZONA
COUNTY OF COCONINO

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IN WITNESS WHEREOF: CORE CAMPUS FLAGSTAFF LLC., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.
DONE AT _____, ARIZONA, THIS _____ DAY OF _____, 20___.

BY _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA
COUNTY OF COCONINO

ON THIS THE _____DAY OF _____ 20_____. BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, CORE CAMPUS FLAGSTAFF LLC. WHO ACKNOWLEDGE BY SELF TO REPRESENT CORE CAMPUS FLAGSTAFF LLC. AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE OF THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY OF FLAGSTAFF:
IT IS HEREBY CERTIFIED THAT THIS MAP HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE _____DAY OF
_____, 20___.

BY_____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS MAP HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE I.D.S. BOARD OF FLAGSTAFF, ARIZONA ON THE _____DAY OF
_____,
20_____.

BY:_____
PLANNING DIRECTOR

BY: _____
CITY ENGINEER

SURVEY WAS PERFORMED IN MARCH OF 2015. INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO:	DATE:	REVISIONS
1	11-2-16	CHANGED "COMMUNITY DEVELOPMENT DIRECTOR" TO "PLANNING DIRECTOR"

The WLB Group INC.
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices in Flagstaff, Phoenix, and Las Vegas, NV.
500 N. Beaver Street, Flagstaff, AZ 86001
PH.(928) 779-1500

THE HUB ON CAMPUS FLAGSTAFF
MAP OF DEDICATION

REGISTERED LAND SURVEYOR 44121 PETER D. COTE Date Signed 4/30/16 Arizona, U.S.A. EXPIRES 3/31/2018

DESIGNED BY: JM
DRAWN BY:
CHECK BY:
DATE: 09-30-2016
BY:
DATE:

PROJECT NO. 315009B001

SHEET	OF
1	1

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stephanie Smith, Assistant to City Manager

Date: 11/17/2016

Meeting Date: 12/06/2016

TITLE

2016 City Manager Excellence Awards

RECOMMENDED ACTION:

Presentation only

EXECUTIVE SUMMARY:

The employees of the City of Flagstaff strive to provide excellent customer service in every program and service we provide to each other and to our community. While customer service is expected of each of us, there are some employees that go beyond our expectation and achieve the extraordinary in service delivery and customer satisfaction. To recognize those individuals and to hold them up as examples, employees may be presented with one of the City Manager's Excellence Awards. Nominations for the City Manager's Excellence Awards may be submitted by employees or the public. The purpose of this agenda item is for the City Manager to present the 2016 award winners.

Since the City's slogan/motto is "Service at a Higher Elevation" the awards were named after the highest points of the San Francisco Peaks. The awards are also based on the City's values of teamwork, accountability, quality, communication and leadership. The Humphreys Award is the highest award and will be given to one employee each year that exemplifies all of the values of the City to an extraordinary degree. The Agassiz Awards will be given to an individual or group that provides an outstanding example of at least one of the values of the City. The The Fremont Awards will be given to an individual or group excelling in at least one of the values of the City. At the conclusion of the 4 p.m. Council meeting, the City Manager invites the Council, employees and community to a reception to celebrate the award winners.

INFORMATION:

COUNCIL GOALS:

1) Invest in our employees and implement retention and attraction strategies
2) Ensure Flagstaff has a long-term water supply for current and future needs
3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
4) Explore and adopt policies to lower the costs associated with housing to the end user
5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels
6) Relieve traffic congestion throughout Flagstaff
7) Address key issues and processes related to the implementation of the Regional Plan
8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

9) Foster relationships and maintain economic development commitment to partners
10) Decrease the number of working poor
11) Ensure that we are as prepared as possible for extreme weather events

---

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sara Dechter, AICP, Comprehensive Planning Manager
Date:	11/16/2016
Meeting Date:	12/06/2016

TITLE:

Public Hearing, Consideration and Adoption of Resolution No. 2016-31: A resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 by amending Chapter 3 to change the categories of Major Plan Amendments and establishing an effective date.

RECOMMENDED ACTION:

1) Open Public Hearing
2) Review Substantive Changes listed in Attachment #3 and take any additional public comment
3) Close Public Hearing
4) Read Resolution No. 2016-31 by title only
5) Adopt Resolution No.2016-31

Executive Summary:

City staff is proposing minor plan amendments to the Flagstaff Regional Plan 2030, Chapter 3 How the Plan Works, as described in the Regional Plan Annual Report 2015. The Flagstaff Regional Plan 2030 (Regional Plan) is the General Plan for the City of Flagstaff. The amendment includes several types of proposed changes:

1. Changes proposed to major plan amendment categories and criteria (with options for addressing changes from Rural to Suburban Area Types),
2. Clarifications regarding minor plan amendment categories and procedures,
3. Adopt a clear and legally accurate description of specific plans,
4. Clarifications about the role of the City Council, and
5. Non-substantive editorial changes to the Chapter.

The reasons for these proposed changes are because of factual errors in some of the language, vague descriptions that make it difficult to understand the categories for amendments, incomplete information about the relationship of the Plan to other laws and regulations, and illogical gaps in the categories provided in the ratified Regional Plan.

Financial Impact:

There will be no financial impact for the City based on this decision. Property owners may have to anticipate different costs and timelines for rezoning and annexation requests based on this change in criteria.

Policy Impact:

Overall, the amendments to Chapter 3 are expected to increase the breadth of criteria for major plan amendments. It is difficult to predict how that will impact the number of major plan amendments proposed because they are so rare. See Attachment #4 for the more detailed policy impacts.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:
7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans
8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

REGIONAL PLAN:
Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.
Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.
Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.
Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.
Policy ED.1.2. Steadily improve access to easily understandable public information.

Has There Been Previous Council Decision on This:

The City Council has been reviewing and analyzing this proposed amendment, since August 30, 2016. This is the seventh public hearing date at which the amendment will be discussed. At the October 18th City Council meeting, the Council narrowed the choices for major plan amendment criteria to two options. These options were consolidated into a final draft on November 15th and will be reviewed and approved on December 6th.

Options and Alternatives:

Numerous options and alternatives have been discussed and narrowed at the previous eight Council meetings discussing this plan amendment. The draft of the plan amendment presented tonight is a final draft to be reviewed and approved by City Council.

Background/History:

There are three legal mechanisms that work together to establish the process for major and minor plan amendments of the Regional Plan. The first is A.R.S. §9-461.06. Adoption and amendment of general plan; expiration and readoption. This statute requires that the City “Adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of general plans from all geographic, ethnic and economic areas of the municipality.” The statute only discusses procedures, and leaves the decision of what changes trigger the major amendment process to each municipality. The minimum requirements for the major plan amendment process are:

- Major plan amendments must be completed prior to submittal of rezoning or annexation applications; A 60 day review of the proposed major plan amendments is required by specific

agencies and anyone who requests such opportunities;
- Planning and Zoning Commission will hold two or more public hearings at different locations within the municipality to promote citizen participation; and
- The City Council will review all major plan amendments at a single public hearing during the calendar year the proposal is made

Flagstaff City Code Title 11-10, General Plan Amendment, further refines the procedures by adding the requirement for a neighborhood meeting or Citizen Review Session, and by providing procedures for minor plan amendments and adoption of new elements. In Flagstaff, minor plan amendments do not require a review period and only require one public hearing with the Commission before presentation to the Council. Minor plan amendment applications can be processed concurrent with applications for rezoning and annexations.

In June 2014, approximately a year after adopting the Regional Plan, the Council adopted amendments to Title 11 to clarify procedures and to remove content that related to the previous version of the Plan. Clarifications about submittal requirements were also needed, but these were put on hold pending completion of the Chapter 3 plan amendment and consideration of how to address impact analyses for major and minor plan amendments and specific plans.

The Regional Plan provides the last piece of the major plan amendment puzzle by establishing categories of amendments that will be subject to the major plan amendment procedures found in A.R.S 9-461.06 and Title 11 of the City Code. Chapter 3 of the document also describes the status of specific plans and how they relate to the General Plan, as well as how the plan will be used by City staff and the community.

Key Considerations:

The key considerations for this decision are whether or not the proposed amendments to Chapter 3 will:

1. Provide for clear and effective implementation of the Flagstaff Regional Plan,
2. Accurately reflect the legal environment of plan implementation,
3. Promote a fair and predictable government process applicants, and
4. Give the community ample opportunity to participate in decisions regarding plan amendments of all types.

Community Involvement:

Consult - The Comprehensive Planning Manager met with individuals and groups that were involved in the development of the Regional Plan and asked about their thoughts on major plan amendments before developing a detailed proposal for the public to review. This early feedback influenced several criteria in the table, including making goals and policies a major plan amendment category.

Involve - Staff provided a traditional public review period and posted the sections that changed the most on the Flagstaff Community Forum for the public to comment on and share ideas about how the changes could be different or clearer.

Attachments: Res. 2016-31
2 - Chapter 3 Proposed Replacement Pages
3 - List of Substantive Changes Proposed
4 - Policy Implications
5 - Chapter 16 Replacement Page

RESOLUTION NO. 2016-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 BY AMENDING CHAPTER 3 TO MODIFY THE DESCRIPTIONS OF CRITERIA FOR MAJOR PLAN AMENDMENTS, ACCURATELY DEFINE THE ROLE OF SPECIFIC PLANS, AND COMPLETE MISSING INFORMATION AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Regional Plan 2030 (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on January 14, 2014 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 20, 2014; and

WHEREAS, City staff applied for a minor plan amendment to the Regional Plan to amend Chapter 3, titled "How this Plan Works" to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information; and

WHEREAS, pursuant to section § 9-461.06, Arizona Revised Statutes, and the Regional Plan, the City has consulted with, advised and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment on May 25, 2016 and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the Planning and Zoning Commission recommends the amendment after the required notice and hearing; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment, starting on September 6, 2016, and continuing through December 6, 2016; and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City; and

WHEREAS, the amendments to Chapter 3 accurately reflect the Arizona Revised Statutes requirements for major and minor plan amendments and Specific Plans;

WHEREAS, the City Council desires to amend Chapter 3 of the Regional Plan to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information.

ENACTMENTS:

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That Chapter 3 of the Regional Plan is hereby amended to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information, as indicated in the attached **Exhibit A**.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. This resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of December, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

III

HOW THIS PLAN WORKS

Who this Plan is For

The *Flagstaff Regional Plan* applies to the 525-square-mile FMPO planning area. It extends from Bellemont to Winona and from Kachina Village and Mountainaire to north of the San Francisco Peaks. The Plan serves as the general plan for the City of Flagstaff, and in the county areas works in conjunction with the Coconino County Comprehensive Plan and other community area plans. This Plan is for the people that live here, and the businesses that employ here. This Plan is for the visitors, prospective businesses, elected officials, City and County departments, the development community, interest groups, and resource agencies. This Plan is for the present and future generations.

How this Plan is Used

The *Flagstaff Regional Plan* is used for decision making so that Flagstaff City government is accountable for publicly derived policy outcomes and goals. It also provides the basis for policies and regulations to guide physical and economic development within the Flagstaff region. The Plan will be used as a guide, or roadmap, for the future of the City and the region, and it establishes priorities for public action and direction for complementary private decisions, thus striving to establish predictability in the decision-making process.

General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant. This Chapter works in conjunction with Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), to establish the process for how to amend the Plan.

Inside this Chapter:

Who this Plan is For	III-1
How this Plan is Used	III-1
The Planning Process	III-2
Flagstaff's Planning History	III-4
Implementing the Flagstaff Regional Plan	III-4
City of Flagstaff	III-4
Coconino County	III-7
Relationship to Other Planning Documents	III-7
Keeping the Plan Current	III-9
Amendments and Development Review Processes	III-10
Comprehensive Updates and New Elements	III-10
Amendments to Text and Maps 21, 22, 24, and 25	III-10
Amendments to Other Maps and Plan Content	III-12
Area and Place Type Guidelines	III-12
Specific Plan Amendments to the Flagstaff Regional Plan 2030	III-13
Major Plan Amendments Chart	III-14

Photo by: Brittney Proctor

The Planning Process

Why Do We Plan?

We plan in order to guide growth and development in a way that allows our region to remain an outstanding area in which to live. We also plan so that we may build and pay for larger projects that benefit our whole community, present and future. This plan presents a comprehensive vision for the future of the area, and provides guidance as to how that vision can become a reality.

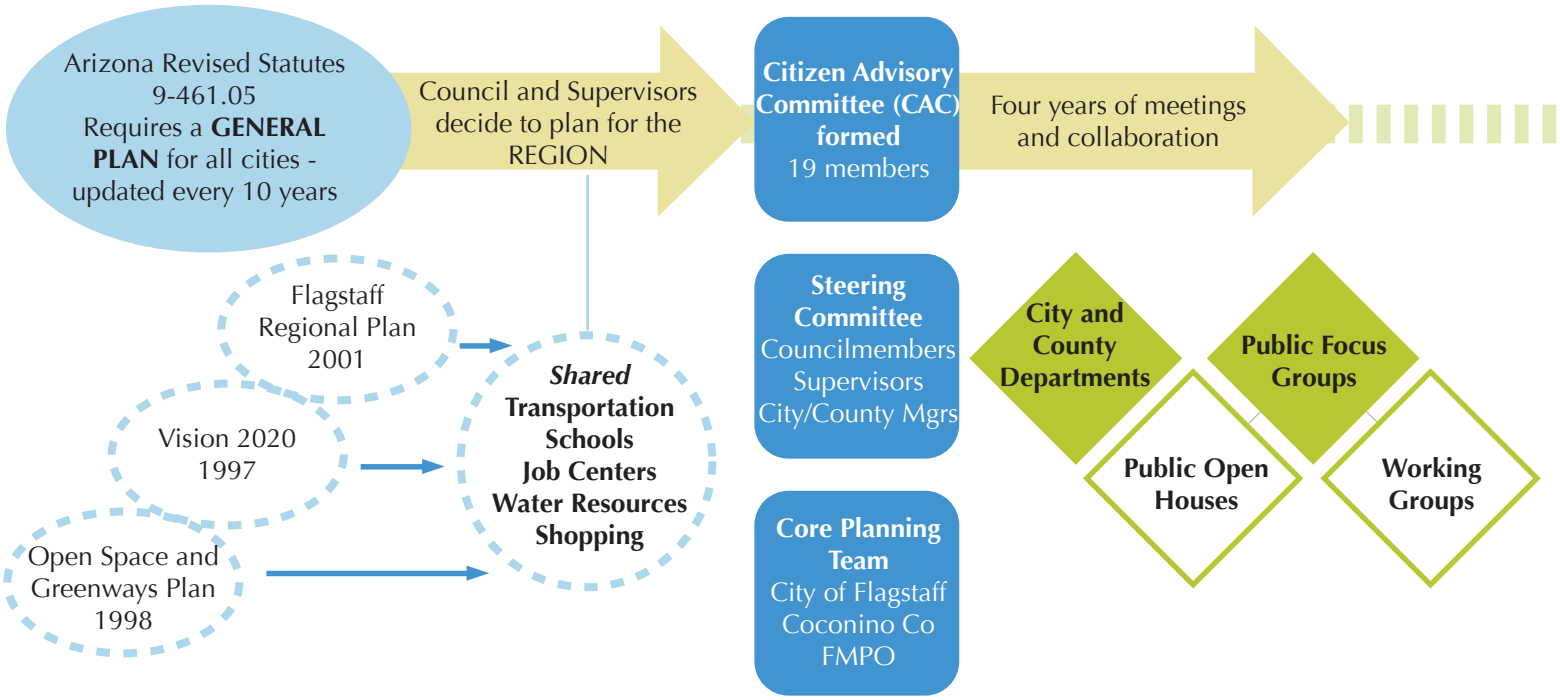
Why Do We Have a Regional Plan?

The Growing Smarter Statutes adopted by the State Legislature in 1998 and 2000 require that all municipalities and counties adopt general or comprehensive plans, and that these plans be updated every 10 years. However, the principal reason to have a plan is to make informed choices about our future. The *Flagstaff Regional Plan* contains goals and policies that provide guidance for making choices about public investment and for setting priorities.

A Regional Focus

The City and surrounding communities all have unique identities and characters, but as a whole, the greater Flagstaff area functions as a unified community. Residents of the outlying neighborhoods and tribal lands work and shop in the city, attend the schools, and use the services and medical facilities that are largely located within the City. The City and the County do address capital improvements differently; however, economic and environmental issues such as water and air quality, forest protection, and open space do not adhere to political boundaries. As such, the City and County chose to partner on the Plan even though they were not legally required to do so.

Creation of *A Vision for our Community: Flagstaff 2020* was the first step in bringing the City and County together, which was continued through the 2001 Regional Land Use and Transportation Plan (RLUTP) and enhanced in this *Flagstaff Regional Plan*.

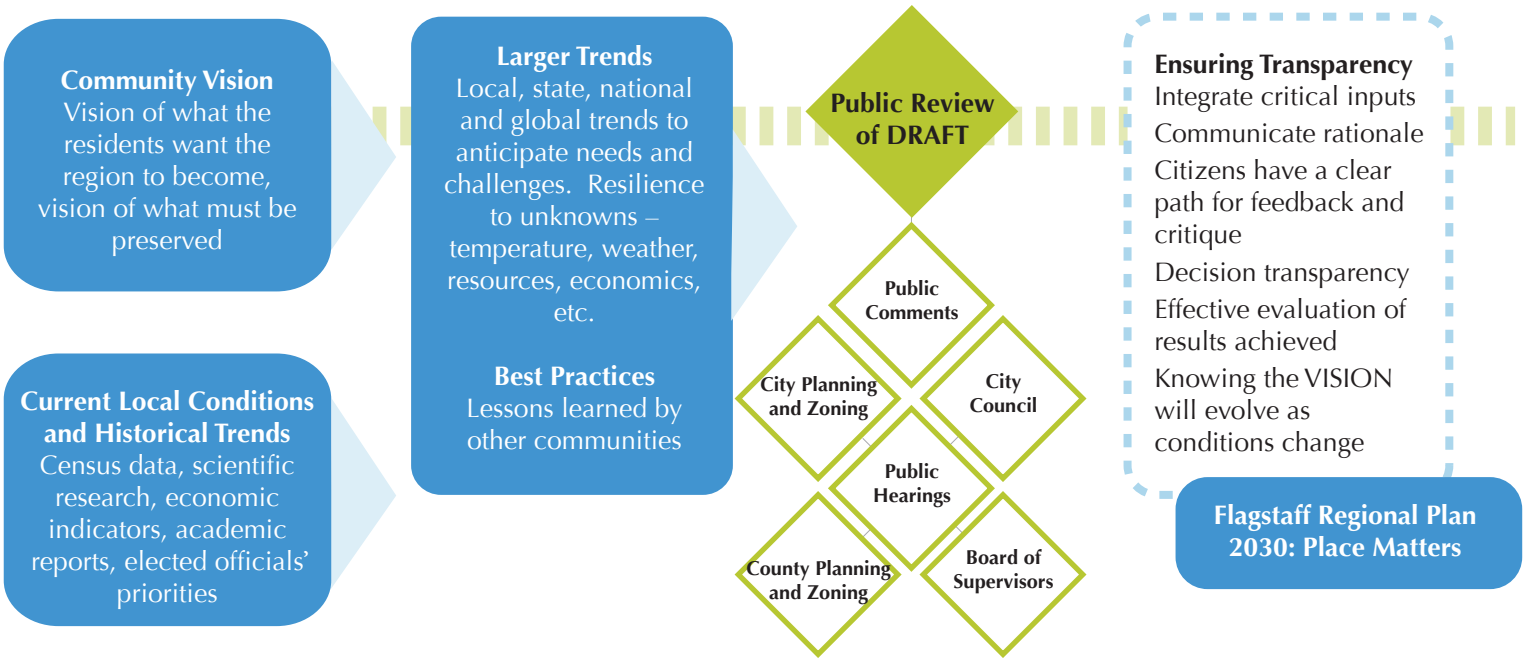


How We Got Here

The *Flagstaff Regional Plan* is the guiding policy document for the City of Flagstaff as required by state law. It is important that the Plan was created as a collaboration of Flagstaff citizens, public officials, and staff members, using an open planning process. A 19-member Citizen Advisory Committee (CAC) was appointed by the Flagstaff City Council and Coconino County Board of Supervisors. The CAC met monthly or bimonthly for over four years to develop the vision, guiding principles, and goals and policies for each of the topics covered by this Plan. In addition, a Steering Committee comprised of two Councilpersons and two Supervisors met quarterly to keep the process on track and make sure the public participation plan was effective. A core planning team of City and County staff also met regularly throughout the process to provide support to the CAC, draft sections of the Plan, and carry out all aspects of public participation. Hundreds of City and County residents provided important comments through open houses and focus groups, provided comments on the web site, blogs, and participated in surveys, all of which were crucial in defining the Plan's direction.

Creating a Plan that Works

The *Flagstaff Regional Plan* is a living, working plan that relies on the disciplined and artful execution of three activities. First, the analysis of local conditions and historical trends, larger trends, our community vision, and best practices was learned from other communities. Second, the information gathered for those inputs was incorporated in a planning process that recognized the high level of economic, social, and environmental uncertainty we currently face. Third, the Plan must communicate transparently how those inputs were utilized and why the final plan decisions were chosen over other alternatives.



Flagstaff's Planning History

1945 – The City of Flagstaff's Planning and Zoning Commission is established

1957 – A Workable Program is established as a prerequisite to any city redevelopment activity and includes a 20-year physical growth plan

1959 – The *City of Flagstaff Metropolitan Plan* is published

1964 – Coconino County adopts its first zoning ordinance and subdivision ordinance

1965 – Flagstaff General Plan is created

1969 – The Flagstaff City Council adopts a General Plan for the Year 1985 as a guide to the development of the Flagstaff planning area

1974 – The *Coconino County General Plan 1990* is adopted as the County's first comprehensive plan

1975 – The City's 1969 General Plan is revised and renamed the 1990 General Plan

1986 – The Flagstaff City Council adopts the *Growth Management Guide 2000* as the City's first comprehensive physical plan for growth that included goals, open space, FUTS and alternate transportation in a way that reflected citywide input. The Guide was the foundation for all other City plans and future general plans

1990 – The *Coconino County Comprehensive Plan* is adopted, differing from its 1974 predecessor by including goals and policies for future growth and development

1997 - *A Vision for our Community: Flagstaff 2020* is developed through a visioning process involving more than 5,000 community members in interviews, focus groups, and surveys designed to elicit a common vision for Flagstaff's future in the year 2020

1998 – The *Flagstaff Area Open Spaces and Greenways Plan* is published "to provide guidance in protecting and preserving existing open spaces with the demands of urban growth"

2001 – The *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)* is developed as a cooperative effort by the City of Flagstaff and Coconino County, based on the 2020 visioning process, as a resource plan created to guide future land use decisions in the City of Flagstaff and surrounding areas

2003 – The *Coconino County Comprehensive Plan* is updated in response to the state's Growing Smarter Act of 1998 and Growing Smarter Plus Act of 2000, requiring counties to update their comprehensive plans prior to December 31, 2003

SOURCES: "A Short History of Planning and the Future in Flagstaff." Sean Downey, December 8, 2000. Coconino County Comprehensive Plan.

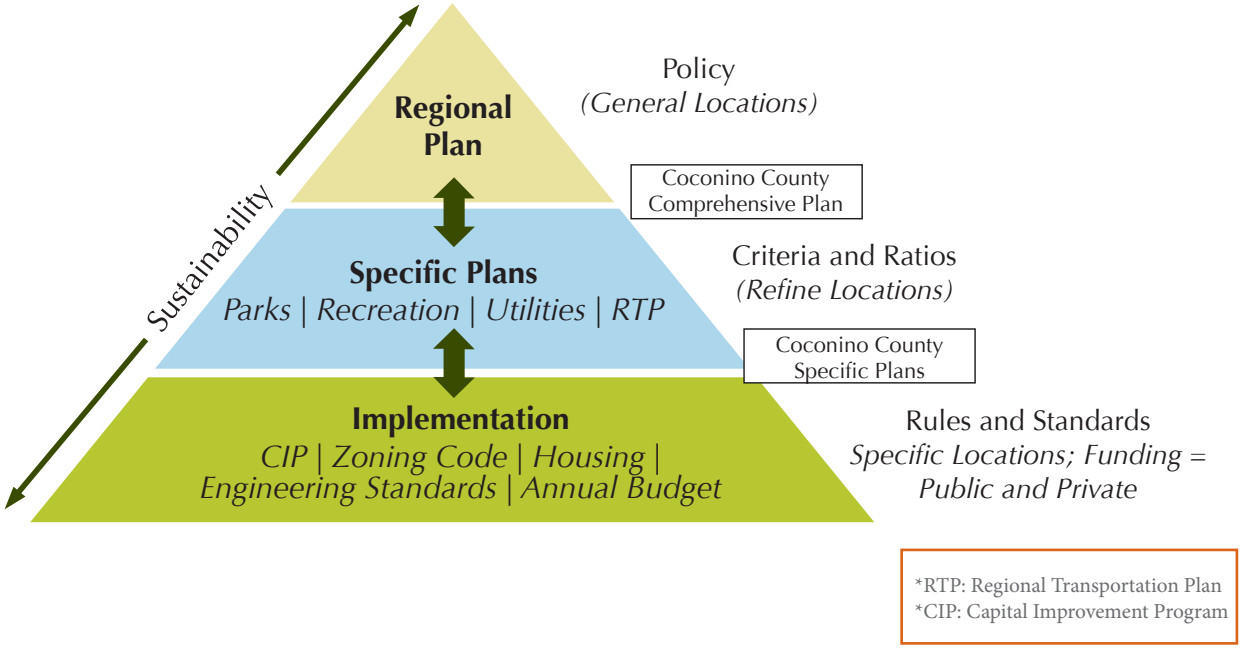
Implementing the *Flagstaff Regional Plan*

The relationship between the *Flagstaff Regional Plan* and such implementation tools as master plans, the Zoning Code, and other regulations is illustrated in the pyramid graphic on Page III-5; the *Flagstaff Regional Plan* establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies. City-adopted master plans and County area plans, City and County Zoning Codes, and other City codes, on the other hand, implement the goals and policies of the *Flagstaff Regional Plan* by providing standards, regulations, and tools for land development.

City of Flagstaff

Who implements the Regional Plan?

Most importantly, the *Flagstaff Regional Plan* is used in the regulatory decision-making process by the City Planning and Zoning Commission, City Council, and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations, approval of which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. When reviewing



development proposals, City staff, the Planning and Zoning Commission, and the City Council will review applicable goals and policies to determine whether a proposed development is consistent with the Plan. The Future Growth Illustrations (Maps 21 and 22) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Plan is also used to guide decisions related to the expansion of public infrastructure, for example, the building or improvement of new roads and trails, investment in parks or public buildings, and other facilities. Many initiatives to improve the community start at the grassroots level. Thus, the Plan may be used by all citizens in order to ensure that new development conforms to the Plan and for assistance in implementing actions that will further the Plan's vision and direction. Generally, the City will use the Plan as follows:

- **City Council**—will use the Plan to evaluate development applications and City projects that come before Council and require consideration of the Plan. City Council makes findings of conformance based on the Plan and uses it to inform discussions of compatibility for land use decisions, such as Regional Plan amendments, zoning map amendments, annexations, discretionary development applications, and master/specific plans. The *Flagstaff Regional Plan* provides a general background (why/intent), goals and policies (how), and a sense of priorities for making decisions. The Plan is broad enough to permit Council priorities to change between major plan updates.

Photo by: Tom Bean

- **City Planning and Zoning Commission**—serves in an advisory role to the City Council, and will use the Plan similarly, possibly to provide a clear connection to supporting technical documents to best justify or explain their recommendations.

- **City Management (including legal counsel, department, and division heads)**—also serve in an advisory role to the City Council, and will use the Plan to review staff recommendations, assess legal implications (e.g., property acquisition or impact issues), and explain budget and program recommendations (e.g., funding for master planning efforts, regulation updates, business attraction efforts, facilities planning).

- **Public Agency Staff**—will use the Plan to develop and evaluate development application requests such as Regional Plan amendments, zoning map amendments, subdivision plats, and other requests that require recommendations to management and governing bodies. The Plan will permit staff to clearly communicate to applicants the community expectations and concerns relevant to the property in question, subsequent recommended modifications or conditions for approval, and the reasoning behind them. Further, the Plan will be an essential tool for all City staff when, for example, prioritizing capital improvement projects, pursuing land acquisition, and developing agency budgets.

- **Development Community/Realtors/Prospective Buyers/Land Owners**—will use the Plan to determine the desirability of different development proposals on their properties, advise developers or owners on best available properties suitable to a proposed use or "highest and best use" for a given property, inform on the range of possible uses surrounding a property and their potential impacts on that property, and inform on long-range changes including infrastructure.

- **Interest Groups (e.g., environmental, business, education)**—similar to property owners, interest groups will use the Plan to advocate positions related to proposals, but often on a broader range of policy issues. These groups may use the Plan to advocate for or against new initiatives such as plans, infrastructure investments, educational programs, or business districts.

- **Resource Agencies**—will use the Plan in discussions with the City on resource/agency management plans, joint agreements, and cooperative initiatives.

- **General Public**—requires an accessible Plan that allows them to decide on whether the Plan represents the "right" direction for the region.

- **Future Generations**—will have the full benefits, as well as address the challenges, of this Plan.

How Do We Implement?

The *Flagstaff Regional Plan* is intended to play a pivotal role in shaping the future of the City. Implementation of the Plan will evolve over time with new budgets, capital plans, work programs, and changing priorities, but listed below are some practical ways to ensure that future activities are consistent with the *Flagstaff Regional Plan*:

- **Capital Improvement Plans—**The City's capital improvement plans and long-range utility and transportation plans will be prepared consistent with the Flagstaff Regional Plan's land use policies and infrastructure recommendations (water, sewer, stormwater, transportation, and parks/recreation). Major new improvements that are not reflected in the Flagstaff Regional Plan, and which could dramatically affect the Plan's recommendations, should be preceded by a comprehensive update to the Plan.

- **Development Approvals—**The approvals process for development proposals, including zoning map amendments and subdivision plats, are an important implementation tool of the Plan. The City of Flagstaff's Zoning Code (Flagstaff City Code Title 10) and the Subdivision Regulations (Title 11) will be updated in response to regulatory strategies presented in the Plan.

- **Illustrative Plans—**These are plans or maps that depict (illustrates, but does not regulate) the streets, lots, buildings, and general landscaping for proposed development and redevelopment areas.

Photo by: K DeLong

- **Master or Specific Plans**—Master plans or specific plans should include a statement(s) describing how the plan implements *Flagstaff Regional Plan* goals and policies, and how it is compatible with the Plan.

- **Economic Incentives**—Economic incentives should carry out *Flagstaff Regional Plan* goals and policies. Areas identified by specific and illustrative plans should have higher priorities for incentives and public/private partnerships.

- **Private Development Decisions**—Property owners and developers should consider the strategies and recommendations of the Plan in their own land planning and investment decisions. Public decision-makers will be using the Plan as a guide in their development-related deliberations.

- **Annual Work Programs and Budgets**—The City Council and individual City divisions will use the Plan when preparing annual work programs and budgets.

- **Future Interpretations**—The City Council should call upon the City Planning Director and Planning and Zoning Commission to provide interpretation of major items that are unclear or are not fully addressed in the Plan. In formulating an interpretation, the Planning Director and Commission may call upon outside experts and other groups for advice. Minor items that require interpretation should be handled by the appropriate agency as it implements the Plan.

- **Staff Reports**—When preparing reports to the City Council and City Commissions, staff reports should identify if and how the Plan's goals and policies are being implemented.

Coconino County

For areas outside the City of Flagstaff limits, but within the FMPO boundaries, the *Flagstaff Regional Plan* will guide land use decisions in conjunction with the Coconino County Comprehensive Plan and applicable area plans. The goals and policies in the Plan are used by County planning staff, the County Planning and Zoning Commission, and the Board of Supervisors to evaluate development proposals and to determine if such developments are appropriate for the unincorporated areas of the FMPO region. The *Flagstaff Regional Plan* is consistent with and complementary to the Coconino County Comprehensive Plan and the local community area plans in the region. These plans are decision-making tools used by residents, landowners, developers, Coconino County Community Development, Planning and Zoning Commission, and the Board of Supervisors. The Plan also serves as a comprehensive reference and blueprint for community programs as well as for public- and private-sector initiatives.

Relationship to Other Planning Documents

The *Flagstaff Regional Plan* incorporates, updates, and builds upon many past planning efforts within the Flagstaff region, and every effort has been made to ensure consistency with these other planning documents and to minimize conflicts.

Appendix A contains a list of documents that implement, or are related to, the *Flagstaff Regional Plan*.

Flagstaff Pathways 2030 Regional Transportation Plan

The FMPO adopted the *Flagstaff Pathways 2030 Regional Transportation Plan (RTP)* in December 2009 that identifies and prioritizes future transportation investments for roads, public transit, and trails. This plan evaluates the cost and effectiveness of projects for each major travel mode and addresses the relationships between land use, transportation, the economy, and the environment. This document is updated every five years.

Other Regional Planning Documents

There are two federal management plans in the planning area for Walnut Canyon National Monument and Sunset Crater Volcano National Monument. In addition, the Coconino National Forest has been working to revise its Forest Plan. At the county level, the *Coconino County Comprehensive Plan* adopted in 2003 also applies to the 460 square miles of unincorporated county land within the *Flagstaff Regional Plan* area. In addition, the County has 10 community area plans, of which five are within the area covered by the *Flagstaff Regional Plan*—Bellemont, Fort Valley, Doney Park Timberline-Fernwood, Kachina Village, and Mountainaire. These area plans also have goals and policies specific to each community and four of the five also have design review overlay guidelines which serve to ensure that new commercial buildings are compatible with the character of each community.

Specific Plans and Studies for Areas and Corridors

The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan. Specific plans can also be adopted as master plans for development when they accompany a request for rezoning. The development of specific plans is essential for implementation of the *Flagstaff Regional Plan* and its vision. These plans are necessary to further determine the nature and scale of activity centers, corridors and neighborhoods, the cross-sections and alignment of future corridors, and the priority of goals and policies in a particular area. For more details about the content and purposes of specific plans, see Flagstaff City Code, Title 11, General Plans and Subdivisions. Specific plans can be adopted in a number of ways.

Specific plans adopted by ordinance provide development standards and phasing of infrastructure for the planned area. The *Flagstaff Regional Plan* cannot supersede specific plans adopted by ordinance, but must be considered if they are amended.

Specific Plans adopted by resolution are official City policy providing direction on how to implement the Regional Plan. If the plan was developed prior to May 2014, only portions of the specific plan that align with the *Regional Plan 2030* are valid.

Plans that were proposed but not adopted by resolution or ordinance can be used as strategic documents and studies to better understand unique community and neighborhood issues. They reflect the desired future conditions supported by the community unless specifically rejected by the City Council. Rezoning, annexation, and plan amendment requests typically consider these plans and studies, but are not required to demonstrate conformance with them.

Within each specific plan or study, there is language that describes which parts of the documents are aspirational, advisory, strategy, and which are standards and guidelines. Specific Plans need to be read in the context of their status, intent, and conformance with the Regional Plan. Appendix A lists Specific Plans that were adopted or worked on by the City and their status.

Keeping the Plan Current

Annual Plan Review and Monitoring

The purpose of annual reviews and monitoring is to ensure that the Plan continues to reflect core community values and to evaluate how new developments have been approved in compliance with the Plan. To achieve this, department directors will provide the City Manager and City Council with an annual review of Regional Plan-related activities. This review will accomplish the following:

Photo by: Tom Bean

- Measure the City's success in achieving Plan goals and policies through recommended strategies such as measuring on a per-project basis how sustainability indicators have been achieved
- Identify proposed strategies to be pursued under the coming year's budget
- Identify unlisted strategies that will achieve Plan goals
- Document growth trends and compare those trends to plan objectives
- List development actions that affect the Plan's provisions
- Explain difficulties in implementing the Plan
- Review community indicators
- Review outside agencies' actions affecting the Plan.

Refer to Appendix D, Annual Report Template

Comprehensive Plan Review

To ensure that the *Flagstaff Regional Plan* remains an effective guide for decision-makers, Flagstaff will conduct comprehensive evaluations of the Plan every 10 years as required by Arizona Revised Statute §9-461.06 and should address the following in addition to any state mandated requirements:

- Progress in implementing the Plan
- Changes in community needs and other conditions that form the basis of the Plan
- Fiscal conditions and the ability to finance public investments recommended by the Plan
- Community support for the Plan goals and policies
- Changes in state or federal laws that affect the City's tools for Plan implementation
- Changes in land ownership, usage, or development in areas immediately outside of the planning boundary and jurisdiction (such as those that might be implemented on the Navajo Nation to the east and north, or by the Hopi Tribe on parcels it owns, or by Camp Navajo to the west, or in communities such as Parks).

The *Flagstaff Regional Plan* is a dynamic document that can be updated, revised, and improved over time to respond to emerging issues, new ideas, and changing conditions. To assess the Plan's effectiveness, the City will need to monitor actions affecting the Plan. As a result of these monitoring efforts or private development requests, the City will need to amend the Plan periodically. The Planning and Zoning Commission and City Council need to consider each proposed amendment carefully to determine whether or not it is consistent with the Plan's goals and policies. In addition, the cumulative effect of many changes may result in a change in policy direction. For this reason, Plan amendments must be evaluated in terms of their significance to overall City policy. A comprehensive summary listing of the goals and policies for the Plan is included in Appendix B, and will serve as a valuable tool to ensure any future changes or amendments are in keeping with the Plan's original vision and intent.

Amendments and Development Review Processes

The codified processes described below serve as tools for City staff to implement the goals, policies, and strategies of the *Flagstaff Regional Plan*. In addition, through public hearings when applicable, these processes provide opportunities for citizens to make recommendations to the Planning and Zoning Commission and City Council regarding the goals and policies of the *Flagstaff Regional Plan*.

Annexations – All proposed annexations will be evaluated for consistency with the goals and policies of this Plan. The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general. The City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. All applications for annexations of real property shall be reviewed, processed, and approved in conformance with Arizona Revised Statute §9-471 et seq. (Annexation of territory, procedures, notice, petitions, access to information, restrictions). Annexations may be initiated by the following:

- City Council or City Manager – The City Council or the City Manager may direct the Planning Director to review a specific property to determine whether it may be legally annexed and to contact property owners to determine whether they will sign an annexation petition.

- Property Owners – One or more property owners may submit an application to the City to annex property.

Zoning Code Amendments – In accordance with the City of Flagstaff Zoning Code, Division 10-20.50, an amendment to the Zoning Map or the text of the Zoning Code may only be approved if:

- The proposed zoning map amendment(s) is consistent with and conforms to the goals and policies of the *Flagstaff Regional Plan* and any applicable specific plans.

- If the application is not consistent with and does not conform to the *Flagstaff Regional Plan*, and any other specific plan, the applicable plan must be amended in compliance with the procedures established in the Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), prior to consideration of the proposed amendment(s).

Public Development Projects – City- and County-sponsored projects and Capital Improvement Programs should be required to adhere to all applicable goals and policies of the *Flagstaff Regional Plan* through project planning and budgeting to ensure funding is available to implement the Plan.

Comprehensive Updates and New Elements

Refer to Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), for procedures relating to the addition of a new element to the Regional Plan, or for comprehensive General Plan update requirements.

Amendments to Text and Maps 21, 22, 24, and 25

Major plan amendments should evaluate proposals that would substantially alter the balance between the goals and policies of the Flagstaff Regional Plan. When a major plan amendment is proposed, it will be evaluated for its conformance to goals and policies, and systematic impacts that would alter the expected growth scenario that the Regional Plan embodies (See Page II-11 for scenario details). The growth scenarios that were used to develop the

Future Growth Illustration. The scenarios were based on a computer model to integrate land use, transportation, and environmental outcomes to a preferred build out scenario that informed the Regional Plan's Maps 21 and 22 (Future Growth Illustration), Map 24 (Activity Centers), and Map 25 (Road Network Illustration). When a major plan amendment is proposed to these maps, its expected outcome will be compared to the original assumptions of the plan and the systematic impacts of the change. Only those changes listed in the chart as requiring a major plan amendment need such an amendment. All other changes require only a minor plan amendment.

A major plan amendment is required when a proposal meets any one of the criteria on the chart on Pages III-14 and III-15. Major plan amendment categories "1" through "8" relate to Maps 21, 22, 24, and 25. Any changes made to the content of these maps can be carried forward to other maps that use the same map features for background, as part of the City's annual update. Major plan amendment category "9" applies to text found in the "Goals and Policies" call-out boxes that are located throughout the document, and to the "Major Plan Amendments Chart" on Pages III-14 and III-15. Deletions, additions or changes to goals and policies in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions, or staff.

Any other changes to the Regional Plan not shown in the Major Plan Amendments Chart are considered minor plan amendments. Minor plan amendment analysis is focused on conformance with the goals and policies of the Regional Plan. Some examples of minor plan amendments are:

- Changes from urban to suburban area types outside of activity centers
- Changes from suburban to urban area type inside an activity center
- Changes from urban, suburban, and rural area types to employment
- Identifying a new area type for an "Area in White" on Maps 21 and 22
- Refinement of place types at the parcel level as part of a specific plan
- Wording changes to goals and policies that do not substantially alter their meaning
- Expansion of the Urban Growth Boundary to bring an area already served by City utilities into compliance or to serve facilities in Parks/Open space.
- Adding a commercial or residential corridor in a new subdivision

Major and Minor Plan Amendment Procedures

The Regional Plan is a living document and is expected to be amended regularly to keep it current and relevant. There are two types of plan amendments: major and minor. In Arizona, each jurisdiction can determine what changes require a major plan amendment in the General Plan *(Flagstaff Regional Plan 2030)*. The procedures for processing plan amendments can be found in the Flagstaff City Code, Title 11, General Plans and Subdivisions. Flagstaff City Code may change independent of the Regional Plan and should be used to refer to details of any related process.

Arizona Revised Statutes (A.R.S.) require all major amendments to the Regional Plan to be presented at a single public hearing during the calendar year the proposal is made. The process for major amendment proposals is very specific and deadline driven. Major plan amendments must be processed before an application for rezoning or annexation can be accepted. The process includes public notification, Planning and Zoning Commission review, and a minimum of three public hearings. The proposal is also required to be sent to the Planning and Zoning Commission and the City Council; it requires a review and comment period 60 days prior to public notice. Major amendments to the general plan also require an affirmative vote of at least two-thirds of the members of the City Council. These requirements may be changed by the City or the State.

A minor amendment to the general plan requires only one public hearing by the Planning and Zoning Commission and one by the City Council. These minor amendment public hearings may be held at any time during the calendar year, and require a simple majority vote of the City Council. Minor plan amendments may be processed concurrently with rezoning and annexation applications. Some minor plan amendments may have consequences for how the Plan is implemented, but it is difficult to define them as "major" based on any criteria that could be identified early in the application process.

Photo by: Tom Bean

Amendments to Other Maps and Plan Content

If the Plan changes are the result of a development application that complies with the urban growth boundary, area types, and place types, amendments to other maps in the plan may be completed as part of the City's annual update of the Regional Plan. In these cases, it is not required to have a plan amendment processed along with the development application. If the application requires a change to the urban growth boundary, area or place types, then all amendments to other maps in the Regional Plan should be processed concurrently. Changes or updates to other content of the Regional Plan not resulting from a development application will be gathered throughout the year and presented for City Council adoption along with the Regional Plan Annual Report.

Area and Place Type Guidelines

Maps 21 and 22 (Future Growth Illustration) and Map 24 (Activity Centers) are generalized representations of area types and Activity Center and Neighborhood place types. Map 25 (Road Network Illustration) includes representations of the commercial corridor place type. Residential corridors and other streets on Map 25 are not considered place types. The following paragraphs relate to the content of Chapter IX: Growth and Land Use. Chapter IX describes areas and place types through the maps, goals and policies, and Tables of Characteristics, which give detail on the desired conditions within Urban, Suburban, and Rural Activity Centers, Neighborhoods, and Corridors. These guidelines describe how the background text, goals and policies, and maps are used to determine if a proposal complies with the area and place type, or requires an amendment.

Descriptions of Area and Place Types

Tables of Characteristics include information that describes the combined area-place type, such as Suburban Neighborhood, in terms of desired pattern, block size, density and intensity, mix of uses, transportation, open space, and parks. Parks/Open Space, Employment, and Special District area types are not described in the tables but have explanations of similar characteristics described in the text. These tables are intended to be interpreted at a scale that at a minimum is a neighborhood or activity center, and may be larger.

Every row of the Tables of Characteristics for area and place types is not a standard or guideline unto itself. The tables are meant to be taken as a whole, and used along with an analysis of how the project would or would not move the community towards the goals and policies throughout the document. For projects that are generally compatible with the characteristics in the table and related goals and policies, but do not fall within the range of density or intensity, the planner will consider the site-specific preservation of nature resources and compatibility of the proposal with the existing and future neighborhood context through an analysis of goals and policies. Specific plans may further refine how density and intensity is considered within an activity center or a neighborhood.

Locations with More than One Area or Place Type

If there are overlapping area types, either type could be used to analyze plan consistency without requiring an amendment to Maps 21 and 22 (Future Growth Illustration).

Places with "future" area types on Maps 21 and 22 (Future Growth Illustration) that are currently developed to a lower intensity and density do not require an amendment if they are compatible with the existing development pattern. For instance, if an area with a future urban/existing suburban area is proposed for a development that fits the suburban area type according to the table of characteristics, then an amendment is not required. If a place has only a future area type and no existing area type, then the application must conform to the future area type .

Parcels with more than one area or place type do not have to meet the exact acre of each area type. The lines dividing each area type are general, unless a specific plan has made site-specific interpretations. Parcels with more than one area or place type must show they meet the intent of what is displayed on Maps 21 and 22 (Future Growth Illustration). For example, a 20-acre parcel with "urban" next to a commercial corridor and "suburban" further away can show that the proposal increases density in the front of the property along the road and scales back without having 10 acres of each. In such a case, a plan amendment would not be required. If the parcel is along a commercial corridor or within the pedestrian shed of an activity center, characteristics of the place types must also be demonstrated.

Specific Plan Amendments to the Flagstaff Regional Plan 2030

Specific Plans are processed as a minor amendment but follow the enhanced procedural requirements for public participation and notification required of major plan amendments. If a Specific Plan proposes a change to the Regional Plan related to certain major amendment categories (See Footnote 1 on Pages III-14 and III-15), and the application follows the same notification and public participation requirements of a major plan amendment, the proposal may be exempted from the timeline for submittals and reviews of major plan amendments in Title 11, Chapter 11-10 (General Plans).

Major Plan Amendments Chart

1 Urban Growth Boundary [1]

Expansion of the urban growth boundary that requires an expansion of public utility infrastructure, except where services are already provided, or for the purpose of designating Parks/ Open Space area type.

2 Area Type – Employment

Reduction of the employment area type, unless offset by an exchange of acres within the same master planned area.

3 Area Type – Special District

Creation of a new special district, or reduction in the size of a special district.

4 Area Type – Urban/Rural

Changes from urban to rural or rural to urban area types.

5 Area Types – Urban/Suburban/Rural [1,2]

- In activity centers, changes to area types that reduce the intensity, density, and mix of uses, except where done to protect natural or cultural resources.
- In neighborhoods and along commercial corridors more than ¼ mile from an activity center, changes from rural to suburban, or suburban to urban area types.

Major Plan Amendments Chart (cont.)

6 Area Type – Parks/Open Space

Reduction of the land designated for conservation, or active or passive recreation. [4]

7 Place Type – Activity Centers [1,2]

- Addition or deletion of an activity center.
- Moving the center of an existing activity center.
- Reduction in the category of an existing activity center (urban to suburban, suburban to rural, or regional to neighborhood).

8 Place Type – Commercial Corridors [1,5]

Changing an existing residential corridor, local road, or private street to a commercial corridor.

9 Text Amendments [1,3]

- Add or delete a goal or policy in any chapter of the Plan.
- Changes to the Criteria for Major Plan Amendments.

[1] *This category excludes changes that are the result of a Specific Plan. Such changes will be processed as minor amendments.*

[2] *See tables of Area/Place Type Characteristics found in Chapter IX: Growth and Land Use, and relevant Specific Plans for the range of density, intensity, and mix of uses.*

[3] *Deletions, additions, or changes to text in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions, or staff.*

[4] *Lands designated for conservation and active or passive recreation are displayed as Parks/Open Space on the Future Growth Illustration. Public facilities, such as tanks, utilities, roads, and staging areas, may be located within the Parks/Open Space area type. If these facilities have substantially altered the natural environment or created a brownfield site, removing them from the Parks/Open Space designation may be processed as a minor amendment. Expansion of such facilities does not require a plan amendment.*

[5] *Commercial Corridors are identified on Map 25: Road Network Illustration.*

Proposed Regional Plan Chapter 3 Amendments
List of Substantive Decisions

Changes to Text in Chapter 3 - Pages III-1 to III-13
These changes provide more accurate and complete information about the City's current process, procedures and how staff makes plan interpretations using multiple sources. The language is new but it reflects the way that City has been interpreting and applying the Regional Plan for the last 2 and a half years.

No.	Page	TOPIC	PROPOSED CHANGES	Approve?
1	III-5	City Council's role	• Remove language implying that most land use efforts are decided by Council (inaccurate) • Remove improper reference to the Flagstaff Open Space and Greenways Plan. • Add references to findings of conformance and discussions of compatibility to clarify what parts of land use decisions are typically influenced by the Plan.	
2	III-8	Specific Plans	Remove inaccurate information related to "Study Area Plans" and replace with section "Specific Plans and Studies for Areas and Corridors"	
3	III-9	Annual Report	Remove language about the timing of the annual report	
4	III-10	Comprehensive Updates and New Elements	Add section heading and reference readers to Title 11 for details.	
5	III-10 - 11	Amendments to Text and Maps 21, 22, 24, and 25	• Add language describing what Major and Minor Plan Amendments are and what procedures they follow • Add language to clarify the different focus of analysis between major and minor amendments	
6	III-11	Standing to submit text amendments	Specify that deletions, additions or changes to text in the Regional Plan can only be proposed by the City of Flagstaff's Council, Commissions or staff. (also see Footnote 3 on Page III-15)	
7	III-12	Amendments to Other Maps and Plan Content	• Add language to clarify that only projects that require amendments to Maps 21, 22, 24 and 25 are done concurrently to a development application. • Other amendments are completed as part of the annual update	
8	III-12 - 13	Area and Place Type Guideline	Add section describing how area and place types are interpreted on the Future Growth Illustration.	
9	III-13	Specific Plan Amendments to the Flagstaff Regional Plan 2030	Add section that describe Specific Plan procedures and when decisions made in a specific plan are exempted from Major Plan Amendment timeline for submittals and reviews.	

List continues on next page

Major Plan Amendment Categories and Criteria - Pages III-14 to III-15

These changes affect whether a proposal needs to follow the major or minor plan amendment process

No.	Page	TOPIC	PROPOSED CHANGES	Approve?
10	III-14	Urban Growth Boundary	• Replace "*Any expansion of the urban growth boundary that requires an expansion of utility infrastructure as determined in an utility analysis"* with proposed language • Exempt category from a major amendment when completed as part of a specific plan (Footnote 1).	
11	III-14	Area Types – Employment	Replace "*Any change to the boundaries of employment areas to urban, suburban, or rural area types"* with proposed language	
12	III-14	Area Types – Special Districts	Add new category and criteria as proposed.	
13	III-14	Area Types – Urban/Suburban/Rural	• Replace "*Urban to suburban greater than 10 acres; Suburban to urban greater than 10 acres; Rural to suburban greater than 20 acres"* with proposed language • Exempt category from a major amendment when completed as part of a specific plan (Footnote 1). • Add Footnote 2: "See tables of Area/Place Type Characteristics found in Chapter IX: Growth and Land Use, and relevant Specific Plans for the range of density, intensity, and mix of uses."	
14	III-15	Area Types – Parks/Open Space	• Replace "*Any reduction to the boundary of land purchased for conservation. (Only applied to Open Space)"* with proposed language. • Add Footnote 4 that defines "lands designated for conservation and active or passive recreation."	
15	III-15	Place Type – Activity Centers	• Replace "*Addition of a new activity center"* with "*Addition or deletion of an activity center."* • Create new criteria for moving and reducing intensity of activity centers, as proposed. • Exempt category from a major amendment when completed as part of a specific plan (Footnote 1). • Refer to Footnote 2	
16	III-15	Place Type – Commercial Corridors	• Replace "*Any commercial activities proposed outside of the activity center and along a corridor that is not contiguous to the activity center; Addition of a corridor or great street; Specific Plan needed; Extension of a corridor or great street more than a 1/4 mile in length."* with proposed language. • Exempt category from a major amendment when completed as part of a specific plan (Footnote 1). • Add Footnote 5, pointing to Map 25 for location of commercial corridors.	
17	III-15	Text Amendments	Add two major amendment criteria for: • Add or delete a goal or policy in any chapter of the Plan. • Changes to the Criteria for Major Plan Amendments Exempt category from a major amendment when completed as part of a specific plan (Footnote 1).	

Description and Analysis of Proposed Amendments to Chapter 3 – How this Plan Works

December 6, 2016

Description of Key Changes and Rationale

The Flagstaff Regional Plan 2030 (Regional Plan) was ratified by voters in May 2014. In May to June 2015, The Comprehensive Planning staff presented the first annual report to the Commission and the Council. The first Annual Report included the following proposed task:

> "**Amendment Task 1:** *Make list of major and minor plan amendments clearer and more comprehensive. The table "Proposed Regional Plan Amendment Processes" on page III-9 does not include a complete list of possible amendments and some requirements are unclear. The changes to the text can be processed as a minor amendment starting in 2015. This work was given a high priority because it affects all subsequent amendments."*

Council gave direction to staff to move forward with these planned updates and re-affirmed that direction in December 2105, when adopting the first major plan amendment to the Regional Plan. In addition to the amendment's purpose as supported by Council, staff is also proposing changes within Chapter 3 that clarify the procedures for minor plan amendments, the role of Specific Plans and minor changes to other Chapter content to ensure clarity for all users of the Plan. Overall, staff believes that these changes will result in a process that is explicit, well-reasoned and fair to the public and applicants.

Changes Proposed to Major Plan Amendment Criteria

The Regional Land Use and Transportation Plan (RLUTP) was the Plan that preceded Regional Plan. The RLUTP had 18 parcel-specific land use categories that determine compliance. Because the land use categories were more specific, the document took a simpler approach to major plan amendment categories and adopted the following:

- Category 1: Any increase of intensity of residential land use category of 80 acres or more;
- Category 2: A change from a residential land use classification to a non-residential land use category of 40 acres or more; and
- Category 3: Any change of non-residential land use category of 20 acres or more.

The new Regional Plan has a more flexible land use classification system, but more detailed criteria for major plan amendment categories. The current table describing criteria for major plan amendments in the Regional Plan includes a list of minor plan amendments that are not exhaustive and have been confusing in several cases. Under A.R.S. 9-461.06, any change to the Regional Plan after ratification must be processed as a minor amendment if it is not identified as a major amendment category. Appendices are therefore the only part of the document that can be updated without following the plan amendment procedures and approval from the City Council.

The table on page 2 compares the current criteria in the Regional Plan and the criteria proposed under this plan amendment. Each subheading that follows explains the rationale for the proposed changes and their origin.

Table 1: Comparison of Current and Proposed Criteria for Major Plan Amendments

Category	Current Criteria	Proposed Criteria
Urban Growth Boundary	Any expansion of the urban growth boundary that requires an expansion of utility infrastructure as determined in an utility analysis	Option 1: Expansion of the urban growth boundary that requires an expansion of public utility infrastructure, except where services are already provided, or for the purpose of designating Parks/Open Space area type.
Area Type - Employment	Any change to the boundaries of employment areas to urban, suburban, or rural area types	Reduction of the employment area type, unless offset by an exchange of acres within the same master planned area.
Area Type - Special Districts	No category	Creation of a new special district, or reduction in the size of a special district.
Area Type - Urban to Rural	• Urban to rural of any size • Rural to urban of any size	Changes from urban to rural or rural to urban area types.
Area Type - Urban/Suburban/Rural	• Urban to suburban greater than 10 acres • Suburban to urban greater than 10 acres • Rural to suburban greater than 20 acres	• In activity centers, changes to area types that reduce the range of intensity, density and mix of uses, except where done to protect natural or cultural resources. • In neighborhoods and along commercial corridors more than ¼ mile from an activity center, changes from rural to suburban, or suburban to urban area types
Area Type - Parks/Open Space	Any reduction to the boundary of land purchased for conservation. (Only applied to Open Space)	Reduction of the land designated for conservation and active or passive recreation.
Place Type - Activity Centers	Addition of a new activity center; Specific Plan needed	• Addition or deletion of an activity center • Moving the center of an existing activity center. Reduction in the category of an existing activity center (urban to suburban, suburban to rural, or regional to neighborhood).
Place Type – Commercial Corridors	• Any commercial activities proposed outside of the activity center and along a corridor that is not contiguous to the activity center. • Addition of a corridor or great street; Specific Plan needed. • Extension of a corridor or great street more than a 1/4 mile in length.	Changing an existing residential corridor, local road, or private street to a commercial corridor. Add *Footnote 5: Commercial Corridors are identified on Map 25: Road Network Illustration*
Text Amendments	No category	• Add or delete a goal or policy in any chapter of the Plan. • Changes to the Criteria for Major Plan Amendments

Each heading below explains how the category and related criteria were addressed prior to 2014 under the RLUTP, how it is treated under the current plan, how it is proposed to be treated and if there are any other options in how to amend in Chapter 3.

Category 1 - Urban Growth Boundary

Under the RLUTP, expanding the urban growth boundary was not a major plan amendment. The current Regional Plan was designed to accommodate a 100 year water supply through the land uses proposed. All of the areas within the urban growth boundary have a utilities analysis, such as the West Route 66 Corridor Study, or were included in the 100 year water supply assumptions. Providing utility services beyond this boundary requires a reexamination of assumptions in the Regional Plan and the Utilities Master Plan. The changes are proposed to clarify the meaning of a "utility analysis," and to make an exception when providing minor utilities for open spaces and parks.

The proposed change for criteria related to the Urban Growth Boundary would have no effect on whether or not proposals would require a major plan amendment.

Category 2 - Employment Area Type

Under the RLUTP, changes to employment or industrial land uses were minor unless the change exceeded 20 acres. With the current Regional Plan, the supply of suitable vacant and redevelopable lands for research and development, business parks and industrial uses was carefully analyzed to create adequate supply and site selection for business attraction and the long term economic security of the community. The scarcity of the land and its relative value to meeting the community's long range projections supported protection of this area type with a major plan amendment category. Several of these areas are already master planned business parks or places where a master plan would be advisable for future development. For this reason, staff proposes that minor flexibility to allow for employment area types to be relocated in the interest of achieving master plan goals would be allowable. Staff also recommends that changes from Employment to Special Districts and Parks/Open Space be elevated to major plan amendments, since these requests could have the same impact on the available supply as Urban, Suburban and Rural. This would not restrict the ability to have park space within business parks, so long as the uses are compatible with and in support of the areas purpose.

The proposed language for the Employment Area Type would increase the number of scenarios where a major plan amendment would be required to reduce the acres of the Employment Area Type, because it would now include changes from Employment to Parks/Open Space and Employment to Special Districts.

Category 3 - Special Districts

Staff is, therefore, proposing that Special District criteria be added to Chapter 3. Currently, all changes to Special Districts are considered minor amendments in the Regional Plan. Special Districts are mixed use employment centers that have a campus-like setting, primarily NAU, Lowell Observatory and Flagstaff Medical Center. This area type category was created to capture locations that did not quite fit the Employment area type, and it was not intended that this category would be widely used. Staff believed that new districts could be proposed as a way of avoiding compliance with Regional Plan goals and policies for Employment areas since there is only one goal for Special Districts. Likewise, reducing the size of a Special District could hurt the ability of a major employer to be retained and to grow. Adding this criterion would increase the need for major plan amendments when making changes to Special Districts.

Category 4 - Urban to Rural Area Type

In the Regional Plan, Urban Neighborhoods are generally laid out on a grid, two stories and taller and eight units per acres or more (Page IX-35), while Rural Neighborhoods are typically 0.2 to 1 unit per acres and

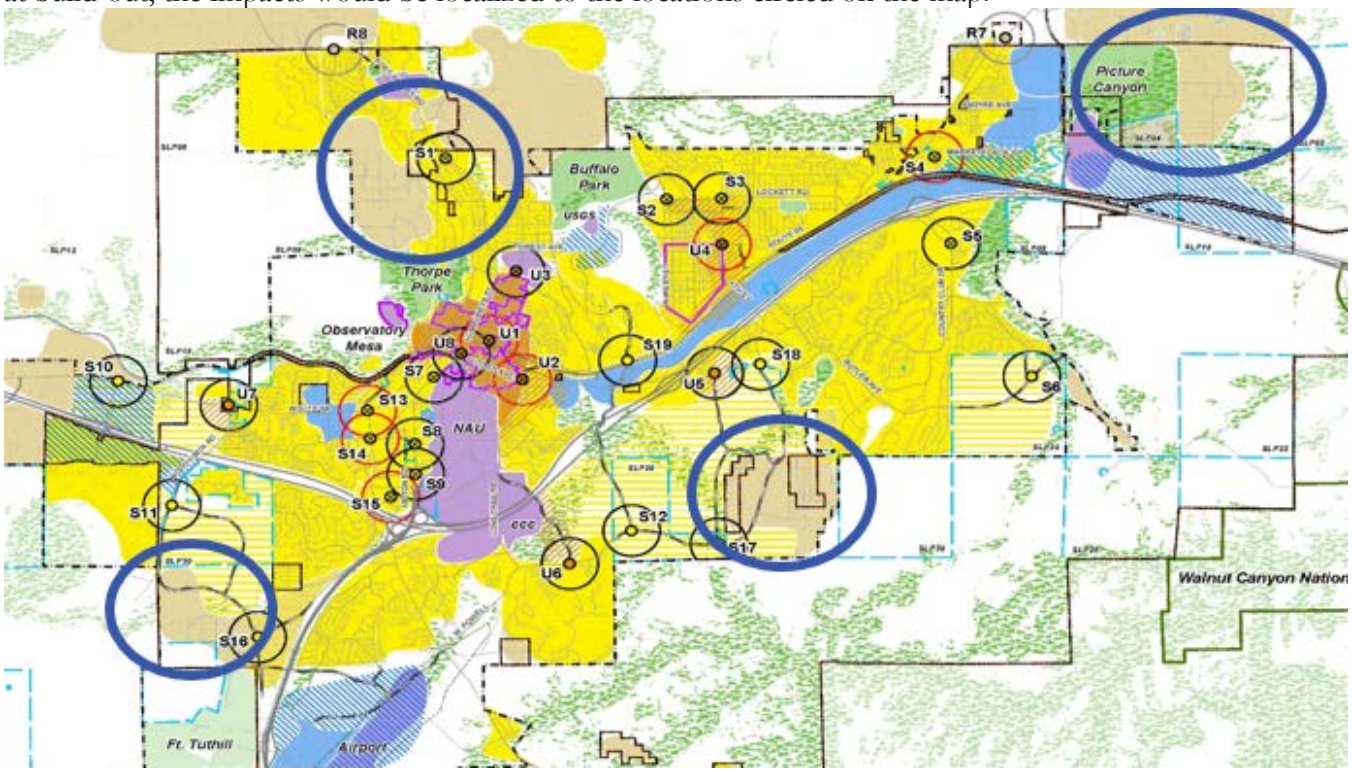
may be clustered to protect open space. These two area types are so fundamentally different that a major plan amendment is assumed to be warranted if a change from one to the other is proposed.

The proposed amendment would not make any substantive changes to this category and would have no impact on the type of proposals requiring a major plan amendment.

Category 6 - Urban/Suburban/Rural

In the RLUTP, the land use map was parcel-specific and major plan amendments were only required for land use changes that exceeded 20, 40 or 80 acres depending on the proposal. In the current Regional Plan, the equivalent map is generalized and requires amendments for area type changes that exceed 5, 10 or 20 acres. This is counterintuitive and has been a subject of much discussion since the plan was adopted. There have been cases of parcels with more than one area type and proposals that fell just under the threshold, which have been discussed in pre-application meetings. Staff proposes that the intent of these criteria can be maintained without a specific acre threshold. This would be achieved by requiring a major amendment for projects that reduce the range of intensity, density, and mix of uses for an activity center, except where it is done to protect cultural or natural resources, and outside of activity centers, where the change is from suburban to urban. This change would have the effect of concentrating growth in activity centers and preventing haphazard urban development.

In the current Regional Plan, there is a major plan amendment category for "Rural to Suburban greater than 20 acres." Council considered two options for replacing this criteria and ultimately decided on requiring major plan amendments for changes from Rural to Suburban area types outside of activity centers. It is important to note that of the area currently zoned either Estate Residential or Rural Residential, most will eventually be converted to Suburban or Urban Area Types per the Future Growth Illustration. The remaining Rural Area Type only exists on 4.4% of the area within the Urban Growth Boundary (See Map in Attachment D for details). This change would increase the number of parcels potentially impacted by the criteria from 15 parcels to approximately 200 parcels. However, given the limited supply of rural landscapes at build-out, the impacts would be localized to the locations circled on the map.



Category 6 - Parks/Open Space Area Type
Under the RLUTP, parks and open space land use changes did not require a major plan amendment. Under the current Regional Plan, open space, purchased for that purpose, is elevated to a major plan amendment but other open space and parks, which may or may not be designated for open space, are not. The proposed amendment would expand the land use category from only those "purchased for conservation" to any "designated for conservation and active or passive recreation." Expanding the definition requires some flexibility because some areas within open space and parks are also used for utilities or other public facilities. Therefore the footnote for this category states, "Public facilities, such as tanks, utilities, roads, and staging areas may be located within the Parks/Open Space area type. If these facilities have substantially altered the natural environment or created a brownfield site, removing them from the Parks/Open Space designation may be processed as a minor amendment. Expansion of such facilities does not require a plan amendment." This would allow for expansion of utilities and roads in and around parks.

Category 7 - Activity Centers
Activity centers were a concept in the RLUTP but locations for them were not mapped. The current Regional Plan identified their locations and calibrated the transportation, infrastructure, sustainability and open space goals and maps to the activity centers through scenario-based charrettes and modeling. Moving or altering activity centers could have systematic impacts on the ability of the Plan to meet its goals and to sustainably support the City's projected growth and job demand.

Currently, Chapter 3 has very few categories for major plan amendments and there are many potential scenarios that could significantly alter the Plan assumptions that do not require a major amendment. For example, without a major plan amendment process, it would be difficult for staff to evaluate what other calibrations the plan might need in order to relocate an activity center or decrease its intensity. One of the biggest impacts that would go without analysis would be how transportation choices would be altered or how many jobs or housing units would be deficit. Therefore, staff has proposed more robust categories for changes to activity centers that would still allow for specific plans to clarify the parcel-level refinement and compatibility issue, and would allow limited flexibility in moving the commercial core without additional procedural requirements.

Currently, only the addition of an activity center would require a major plan amendment. The proposed changes would require a major plan amendment for deleting an activity center. They would also require a major plan amendment in existing activity centers, when they are moved or reduced in intensity which are denotes on Map 21 and 22: Future Growth Illustration with an "X" in the middle. This would allow for the movement and reduction of intensity of future activity centers as a minor amendment.

Category 8 - Corridors
The RLUTP did not consider transportation corridors as a land use category. The current Regional Plan has major plan amendment categories for commercial corridors and Great Streets. The original content of the Regional Plan was unclear which map should be used to identify corridors but this was corrected by the major plan amendment processed last year. The amendment also added many corridors throughout the City to comply with Arizona State law about the content of the General Plan. This both clarified and expanded the breadth of the major plan amendment categories in the current Regional Plan beyond their original intent.

State law requires that the General Plan have a map that shows all collectors and arterials. The categories pertaining to corridors and Great Streets are themselves problematic in this context because they place limitations on expansion of the transportation that may be necessary to fully support the Future Growth

Illustration and meet the requirements of the State law. For instance, subdivision plats do not require a Regional Plan compliance analysis, except for dedications to the City, which occurs at the end of the plat process. If a subdivision plat proposes a new collector road that serves commercial land uses that otherwise comply with the Regional Plan, a major plan amendment would be required under the current rules. This would cause unnecessary delay and red tape for development of housing and businesses.

The category for commercial activities outside of activity centers and along corridors is also problematic because it is an amendment that does not actually amend any map in the Regional Plan. Under the RLUTP, specific land uses were mapped and under the current Regional Plan area and place types are generalized. Therefore, a new commercial use could require a plan amendment even though it would not make any changes to the Future Growth Illustration. It is more appropriate to address those concerns in the analysis of plan compliance.

Some members of the public have been concerned that removing these categories would fast-track changes along major corridors. Removing these major plan amendment categories related to corridors would be unlikely to result in a different pattern or intensity of commercial and mixed use development because much of the land along commercial corridors is already zoned for those uses. An analysis of the City's commercial corridors (Access, Circulation, and Freeway) shows that 95% of the parcels within a half block are already zoned Highway Commercial or Community Commercial, which both allow mixed-use buildings in the City of Flagstaff. A few exceptions are the northeast corner of Downtown, S. Beaver St. and San Francisco St. (Southside), Mt. Elden Hills and Ft. Valley Rd. All of these locations, except for Ft. Valley Road, did not originally require major plan amendments but were added to Map 25 as part of the Major Plan amendment last year. Both Downtown and the Southside neighborhood, are in the Urban Area Type that allow commercial uses along corridors. Mt Elden Hills is managed by restrictive covenants and a Homeowner's Association. Ft. Valley Road has congestion issues that make it an unlikely place to increase density and it has widely separated activity centers that are intended to be the areas of concentrated growth.

Staff originally proposed to delete categories associated with corridors. Through the public hearings, an alternative criteria was developed that would require any changes to an existing residential corridor, local or private street to a commercial corridor to be preceded by a major plan amendment. It is uncertain how this new criteria would impact future cases within the existing developed are of the City but it would provide more flexibility in undeveloped areas, where future corridors are indicated on Map 25: Road Network Illustration.

Category 9 - Text Amendments

Currently, all text amendments to the Flagstaff Regional Plan 2030 are minor amendments. However, reviewing the potential categories with former members of the CAC brought forward the concern about how much time had been spent crafting the content of these policies and their importance to the Regional Plan. Staff, therefore, proposes that adding or deleting goals and policies require a major plan amendment category, unless those changes are proposed as part of a comprehensive Specific Plan, such as the High Occupancy Housing Plan. The category would not prevent modifications to the goals and policies but would prevent them from being deleted or added without substantial public process.

During the public hearing, the Council expressed concern that the criteria for major plan amendments are also an important foundation for the plan and that future changes to the criteria may also rise to the level of major plan amendment. Therefore, the proposed changes include the major plan amendment criteria for goals and policies, and any changes to the major plan amendment criteria.

This proposed category also clarifies that only the City (staff, Council, Commissions) can recommend changes to goals and policies. This is actually already the case because of who would be able to get standing to recommend a change but the footnote makes this clearer. A resident did approach the front counter this year with a request to change language in the plan that they individually did not like, which would undermine the community's voice in shaping the content of the Regional Plan through ratification in 2014.

Changes made through a Specific Plan

The Urban Growth Boundary, Urban/Suburban/Rural, Activity Centers and Goals and Policies categories are all proposed to have footnotes that allow for amendments proposed as part of a specific plan to be processed as a minor plan amendment. The rationale for allowing this exception is that specific plans, typically take a year or more to develop and they must follow all the same procedural steps as a major plan amendment per Title 11. So the only difference between a major amendment and a minor amendment with a specific plan is the annual timeline that major amendments must adhere to. Adding flexibility to this requirement ensures the same level of public notification and involvement but allows more time to negotiate complicated, multi-property-owner issues or development master plans for large areas.

Clarifications regarding Minor Plan Amendments

In the current Regional Plan, the table describing amendment criteria includes an incomplete list of possible amendments to the plan. This list has been confusing when an applicant has been proposing something that was not included in the table on current Page III-9. Since the State law requires that all changes that are not major are minor amendments, the proposed Chapter 3 has removed this column of the table and replaced it with a bulleted list providing some examples.

The proposal also clarifies the timing of amendments. Changes to background information and public infrastructure may occur without an action that can trigger a plan amendment. For instance, new Historic District could be designated by the State, or the Arizona Game and Fish Department could update their wildlife corridor data. Likewise, the City could realign a road or upgrade sewer lines in a neighborhood without any action that would require a plan amendment. The only changes that cannot be brought forward without plan compliance are rezoning and annexations applications.

Under the proposal, rezoning and annexation applicants would be required to pay the fee and submit an application for a plan amendment (major or minor, if part or all of their proposal requires an amendment to Maps 21 and 22 (Future Growth Illustration), 24 (Activity Centers), or 25 (Road Network Illustration). With their application, they would update any other related maps in the Regional Plan. If the application complies with Maps 21, 22, 24, and 25 but would result in changes to other maps, such as moving a historic resource, then they would not amend the Plan with their application. In this case, the analysis for Regional Plan compliance would disclose the action, and the minor plan amendment would be part of the annual update that the City will propose along with the Regional Plan Annual Report, starting in 2017.

The rationale for this is that all other maps in the Regional Plan were created to inform Map 21 and 22 (Future Growth Illustration), based on related sustainability, transportation, historic resources, utilities and natural resource preservation indicators. The basis for the location of activity centers and urban areas included these parameters and were calibrated to balance the trade-offs underlying the goals and policies in the plan. Therefore, a project which meets the criteria for its area-place type is a refinement of other maps in the Regional Plan, but falls within the expected range of variability for the document overall. Using the same rationale, the only changes to Map 25 that would require an amendment concurrent to a request for rezoning or annexation are changes to commercial corridors. Changes to residential corridors on the map do not impact land uses and therefore, can be included in the update that accompanies the Annual Report.

Changes related to Specific Plans

Specific Plans are discussed on Pages III-8 and III-13 of the proposed Chapter 3. The current Regional Plan states:

> *Over the past decade, the City of Flagstaff's RLUTP proposed the development of special study area plans to deal with unique community and neighborhood issues, including, for example, the Southside 2005 Plan and the La Plaza Vieja Neighborhood Plan (2011). These study area plans were developed in close coordination with local residents.*
>
> *This new Flagstaff Regional Plan does not supersede these plans. They will remain in effect except for any provisions that may conflict with this new Plan, until such times as the plans are amended or repealed by the City Council.*

This statement is factually inaccurate, and has led to confusion on numerous occasions. The statement is false because:

- A study cannot supersede a Regional Plan because the plan is ratified by voters.
- Neither the Southside Plan nor the La Plaza Vieja Plan were adopted specific plans at the time, and therefore, these plans could not be used as part of the rationale for denying requests for rezoning.
- Specific Plans adopted by different mechanisms have different legal standing in relation to the Zoning Code and the Regional Plan (i.e. Resolution or Ordinance).

Comments received about the draft replacement text made it clear that the first attempt to clarify these distinctions was too detailed and confusing. Staff proposes a short and more concise version of the distinctions surrounding specific plan adoption in the final draft. Some commenters preferred the existing language but leaving in a false statement would not make the status of plans different than they currently are treated. It would only lend itself to more confusion.

As discussed in *Changes made through a Specific Plan,* the proposed amendment to Chapter 3 would allow changes that meet Urban Growth Boundary, Area Types, Activity Centers, and Goals and Policies major plan amendment criteria to be proposed as part of a specific plan and processed as a minor amendment under those circumstances. They would need to follow the same notification and meeting procedures as a major plan amendment would require. Specific Plans typically take more than a year to develop and adopt and carefully look how the plan is implemented in a certain area. They are meant to resolve the trade-offs between plan goals and policies and prioritize them. In the process of doing this, an adjustment to land use or plan direction may be proposed that would apply to a specific area or City-wide. Staff believes that given this level of public involvement, a major plan amendment would be a duplication of effort in these cases.

Role of City Council

On Page III-5, staff proposed edits to paragraph describing how the Council will use the Plan and generated numerous comments. The main purpose was to clarify that the Council does not review all development applications and that administrative applications do not have to consider the Regional Plan direction, only the standards and guidelines of the City Codes (Zoning, Engineering, Wastewater, etc.). The changes proposed between draft and final are intended to address public concerns while correcting the factual errors in the original paragraph.

Non-substantive changes

Staff is also proposing non substantive changes throughout the section to clean up the relationship between the plan and the City Code, highlight new content on the first page, adjust headings, correct historical information, reorganize content to make it easier to follow, correct typos and provide clearer wording that matches other laws, regulations and policies.

Regional Plan Analysis

Relevant Goals and Policies

Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.
Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.
Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.
Policy ED.1.2. Steadily improve access to easily understandable public information.

Analysis

The analysis underlying the Regional Plan's Future Growth Illustration carefully balances the competing demands of the community for population and economic growth, natural and cultural resource protection, and long term resiliency and sustainability. The overall strategy to achieve this balance is to emphasize redevelopment and infill opportunities as a means to protect open space and rural landscapes and promote a sustainable community. The amendments proposed to Chapter 3 of the Regional Plan are trying to keep with that intent in a manner that is more transparent and well-reasoned. The changes would provide greater protection for job generating land uses essential to our economy, protect the growth centers for infill and redevelopment, distribute growth in a manner that supports an efficient us of our transportation system, and prioritizes the protection of areas designated for open space. Even though Chapter 3 is still not a snoozy beach-read, we believe that the process and underlying assumptions would be more explicit under the proposed amendments and that would result in a fairer process for all parties.

In terms of options related to the Rural to Suburban Area Types category, Option C would do the most to support Regional Plan Policy CC.1.3. and Policy NH.6.1. Option A would do the most to support Goal ED. 1 and Policy ED.1.2. This trade-off is meaningful and has been left open for the City Council to consider.

XVI

PLAN AMENDMENTS

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
November 19, 2015	2015-35 October 20	La Plaza Vieja Neighborhood Specific Plan Minor Plan Amendment	XVI-1
December 17, 2015	2015-36 November 17	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment - New area type of Existing Suburban (Core Services Yard)	IX-26-29
December 31, 2015	2015-38 December 1	Map 25: Road Network Illustration Major Plan Amendment and related text edits	IX-35-57 X-1, X-4-5, X-18-22 (In Chapter X, one page of content was deleted)
May 5, 2016	2016-09, 2016-10, 2016-11, and 2016-12 April 5	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendments - Add CIty-Owned parcels to Parks/Open Space area type	IX-26-29
January 5, 2017	2016-31 December 6	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria, information concerning plan amendments and specific Plans, and other related text.	III-1-15

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Gail Jackson, Business Attraction Manager

Date: 11/17/2016

Meeting Date: 12/06/2016

TITLE:

Consideration and Approval of Leasing Options: at the Business Accelerator.

RECOMMENDED ACTION:

Approve leasing options at the Business Accelerator to increase tenant occupancy.

Executive Summary:

The purpose of the leasing option is to assist and encourage NACET clients and future entrepreneurs to become tenants at the Business Accelerator. This is a very common tool used for incubators and accelerators. Both new tenants and existing tenants (upon renewal) can take advantage of the rent subsidy. The city of Flagstaff's economic development incentive fund would subsidize rent while one-time funds last.

There are two leasing options for potential clients to choose from. Option one provides a prospective tenant two months of subsidized rent for various marketing and promotional outreach efforts with the signing of a one-year lease. Option two would give a prospective tenant six months of subsidized rent for various marketing and promotional outreach efforts when a two-year lease is signed. Outreach efforts have been divided in two tiers. Tier one efforts are easier to achieve and therefore worth a lower dollar amount that is applied to the tenants rent. Tier two requires more effort and therefore a higher dollar amount is applied.

Financial Impact:

Funding used to cover the leasing options would come from the economic development incentive fund that currently has approximately $90,000. Should leasing options be approved, this would significantly help entrepreneurs to accelerate their business the first couple of months as well as help market the building to like minded businesses. The additional tenants will assist the city of Flagstaff in generating the revenue needed to make the pro forma.

Policy Impact:

Not applicable.

Connection to Council Goal and/or Regional Plan:

Regional Plan Economic Development Goal 3: Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Regional Plan Economic Development Goal 4: Support efforts to recruit diverse new businesses and industries compatible with the region.

Council Goal 9: Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues.

City of Flagstaff Strategic priority 3: Foster a resilient and economically prosperous city.

Has There Been Previous Council Decision on This:

This is a new strategy we are hoping to implement to increase occupancy. No Council decision has been made since the approval of the master lease agreement in 2015.

Options and Alternatives:

Option 1: Approve lease options.
Option 2: Deny lease options and provide direction or preferences.
Option 3: Reject lease options.

Background/History:

The Business Accelerator is the second phase of Innovation Mesa and had a soft opening in July 2015. This 28,000 square foot building includes wet and dry labs, office space, light manufacturing space and a conference room/alternate secondary emergency operating center. The primary purpose of the Business Accelerator is to provide space for companies that are past business incubation stage, but not quite ready to be on their own in the commercial world. This includes graduates of the Business Incubator, as well as business startups with the intention of advancing entrepreneurship and economic gardening programs within the region. The building was recently awarded Silver LEED status. The current lease agreement with NACET requires 25% of leasable square footage or 4,706 square feet to be occupied within the first year.

Key Considerations:

The Innovation Mesa Project is a shared vision with federal, state, local, and private entities. This collaborative partnership involves the City of Flagstaff, Northern Arizona University, Economic Collaborative of Northern Arizona, Northern Arizona Council of Governments, U.S. Department of Commerce Economic Development Administration, and the Northern Arizona Center for Entrepreneurship and Technology. This collaborative partnership has already shown a proven ability to work together to advance the economic needs of the region. The operation of both the Incubator and Accelerator requires a long-term City commitment for both monitoring and financial operations. The City has the responsibility to ensure to the EDA that the facilities are being used for economic development purposes in line with both EDA grants, or the City could face recapture of the funding.

If a tenant does not complete the outreach efforts, they would not qualify for rent reduction. The tenant would be required to pay the city of Flagstaff for any deductions where outreach efforts were not performed. A tenant does not have to take advantage of the leasing option program. The city of Flagstaff sets the terms for rent as outlined in the Master Accelerator lease. Outreach efforts performed by tenants will be monitored on a quarterly basis. Leasing options are valid for new or renewed leases only and are based upon availability. They are subject to end without notice at any given time.

Expanded Financial Considerations:

The intent of the program is to enhance entrepreneurship and small business development in Flagstaff. The Business Accelerator requires a percentage of occupancy to fullfill the pro forma and generate the revenues necessary to offset City expenses. The EDA grant is to show good faith effort in assisting entrepreneurs to produce 300 jobs and 20 million dollars in private investment. We report on the status of this metric to the EDA every three, six and nine months from the project completion.

Community Benefits and Considerations:

Given the success of the Business Incubator, the intent of the Business Accelerator is to provide the next stage of business support, and as such the Business Accelerator will provide "soft landing" space for companies not quite ready for commercial space and graduates exiting NACET's incubation program, and allow new companies wishing to enter the program to have space in Phase 1 (Incubator).

The Business Accelerator allows the community to retain local businesses that may have otherwise left the region to seek these types of services and facilities. Specifically, this project will benefit four groups:

- High technology and bioscience startups will result from technology transfer and commercialization of research conducted by NAU faculty and students.
- Local entrepreneurs will become more competitive in the global market through the technical and business advice from NACET staff and their statewide mentors group.
- Existing firms and new firms will locate facilities in Northern Arizona to take advantage of the Innovation Mesa's facilities and to be near growing industry clusters. However, this facility is unlikely to compete with existing commercial facilities due to small lease areas, non-traditional finance terms, and filling a lack of lab space.
- Native American culturally specific businesses will be encouraged to expand their service areas through guidance from and access to NACET staff and business leaders serving on NACET's Advisory Committee.

The Business Accelerator also serves other agencies an alternate/secondary emergency operations center for first responders to efficiently deliver vital services to communities and tribal nations during emergency disasters. Overall, the facility helps build economic resiliency through long term economic stability in the community.

Community Involvement:

Leasing options discussions involved NACET.

Attachments: Presentation
Leasing options FINAL 11.21.16

Leasing Options: Business Accelerator

Presented by: Gail Jackson

12/6/2016

History

- Phase 2 - Innovation Mesa
- Construction commenced July 2014
- Temporary certificate of occupancy July 2015
- Final certificate of occupancy December 2015
- Secondary Emergency Operations Center
- Silver LEED certification

Major Funding Partners

NORTHERN ARIZONA UNIVERSITY

ARIZONA COMMERCE AUTHORITY

Benefits of leasing options

- Assist businesses in making the transition
- Encourage business development
- Enhances outreach and increases occupancy
- Long term revenue benefit to City
- Like minded businesses – activate space
- Supports businesses staying in Flagstaff

Option 1

- 1 Year Lease
- 2 months subsidy

Option 2

- 2 year Lease
- 6 month subsidy
- ➢ 10 new site visits out of region
- ➢ Stay in Flagstaff 1year after graduation

★Tenant must show quarterly outreach effort
★Any metric not met would result in payback to the City

Sample Outreach Efforts

- Media/Advertising Coverage
- Video Promotion
- Speaking Engagements
- Host a Group
- Tour Qualified Future Tenants

Thank you!

Questions

NACET Accelerator Leasing Options

OPTION 1

Month	Rate
One	0% of rental rate
Two	0% of rental rate
Three	100% of rental rate
Four	100% of rental rate
Five	100% of rental rate
Six	100% of rental rate
Seven	100% of rental rate
Eight	100% of rental rate
Nine	100% of rental rate
Ten	100% of rental rate
Eleven	100% of rental rate
Twelve	100% of rental rate

Total Rent: $12,000
Rent with Leasing Option: $10,000
Charged $1000 per month
Expense Reduction to Lessee: $2,000

- 2-year lease required
- Any metric not met would result in payback of any reduction in rent
- Tenant must show quarterly outreach efforts earned for the Accelerator (see page 2 for examples) equating to $2,000 or more over the lease period

OPTION 2

Month	Rate
One	0% of rental rate
Two	0% of rental rate
Three	0% of rental rate
Four	0% of rental rate
Five	0% of rental rate
Six	0% of rental rate
Seven	100% of rental rate
Eight	100% of rental rate
Nine	100% of rental rate
Ten	100% of rental rate
Eleven	100% of rental rate
Twelve	100% of rental rate

Total Rent: $12,000
Rent with Leasing Option: $6,000
Charged $1000 per month
Expense Reduction to Lessee: $6,000

- 2-year lease required
- Tenant must obtain a minimum of 10 qualified new businesses from outside of the Flagstaff region to visit the Accelerator
- City representative must be invited to all site inspections to welcome potential tenants.
- Tenant agrees to stay in Flagstaff at least one year after graduation from the Business Accelerator
- Any metric not met would result in payback of any reduction in rent
- Tenant must show quarterly outreach efforts earned for the Accelerator (see page 2 for examples) equating to $6,000 or more over the lease period

northern arizona nacet center for entrepreneurship and technology

CHOOSE FLAGSTAFF

ALL RENTS REPRESENTED ARE BASED ON EXAMPLE AND ACTUAL RATES DEPEND ON SQUARE FOOTAGE OF ACTUAL SPACE SELECTED BY LESSEE

NACET Accelerator Leasing Options

EXAMPLES OF OUTREACH EFFORTS:

TIER ONE	
Amount Less Rent	Outreach Effort
$1,000	Initiate significant media or advertising coverage. NACET and City of Flagstaff must be aware of such coverage before article or advertising is published. • Flagstaff Business News • Arizona Daily Sun • State/National Publications
$1,000	Create or obtain video clips recognizing the Business Accelerator to be published on prominent websites. • NACET • Choose Flagstaff • ECONA
$1,000	Publish a compelling story in a relevant newsletter or a newspaper with a mention to the Business Accelerator.
$1,000	Do a radio segment to promote the benefits of being a tenant at the Business Accelerator.

TIER TWO	
Amount Less Rent	Outreach Effort
$500	Include email tagline encouraging others to locate to the Business Accelerator, with a link to the NACET or Choose Flagstaff website, on all business email for the duration of the signed lease.
$500	Host a meeting at the Business Accelerator in a targeted sector to encourage future tenants.
$500	Refer qualified clients to the facility and coordinate a tour. City of Flagstaff or NACET representative must be invited on the tour.
$500	Sit on industry panels and do a thirty-second pitch on the importance of growing business in Flagstaff at the Business Accelerator.
$500	Attend a “lunch and learn” and help encourage potential clients to become a tenant at the Business Accelerator.
$500	Speak to a business class at a University or Community College, encouraging young students to be a part of the entrepreneurial environment in Flagstaff at the Business Accelerator.
$500	Participate in other relevant speaking engagements, encouraging the audience to be a part of the entrepreneurial environment in Flagstaff at the Business Accelerator.

- Quarterly outreach efforts should be submitted with monthly rent payment to NACET staff. They will then forward outreach to the City of Flagstaff. The City of Flagstaff will determine, in its sole discretion, whether the outreach efforts qualify under this program.
- The City of Flagstaff has sole discretion of qualified new businesses tours of the facility.
- This offer is valid for new or renewed leases only.
- These options are limited and based upon availability.
- These leasing options are subject to end without notice at any given time.

NACET ACCELERATOR OUTREACH FORM

Please fill out the following information, sign the document and submit to NACET staff along with your monthly rent payment. Your form will then be submitted to the City of Flagstaff for review and processing. Thank you for your outreach efforts!

Date: Date of submission
Company Name: Your company's name
Quarter: What quarter the activity(ies) occurred

Select outreach activities:

Tier One- $1,000

Date	Select	Outreach Activity
Date	☐	Media/advertising Coverage initiated by client (NACET and City of Flagstaff must be aware of such coverage before article or advertising is published): Flagstaff Business News, Arizona Daily Sun or State/National Publications.
Date	☐	Video clips recognizing the Business Accelerator to be published on websites: NACET, Choose Flagstaff or ECONA.
Date	☐	Publish a compelling story in a newsletter or a newspaper with a mention to the Business Accelerator.
Date	☐	Do a radio segment to promote the benefits of being a tenant at the Business Accelerator.

Tier Two- $500

Date	Select	Outreach Activity
Date	☐	Email tagline encouraging others to be at the Business Accelerator with a link to the NACET or Choose Flagstaff website for the duration of the signed lease.
Date	☐	Host a meeting at the Business Accelerator in a targeted sector to encourage future tenants.
Date	☐	Refer qualified clients to the facility and coordinate a tour. City of Flagstaff or NACET representative should be invited on the tour.
Date	☐	Sit on industry panels and do a thirty second pitch on why it's important to grow business in Flagstaff at the Business Accelerator.
Date	☐	Attend a lunch and learn and help encourage potential clients to become a tenant at the Business Accelerator.
Date	☐	Speak to a business class at a University or Community College encouraging young students to be a part of the entrepreneurial environment in Flagstaff at the Business Accelerator.
Date	☐	Participate in other relevant speaking engagements encouraging the audience to be a part of the entrepreneurial environment in Flagstaff at the Business Accelerator.

Other- $Approved amount

☐	Other- If you have previously reached an agreement with the City of Flagstaff Representative to utilize a form of outreach not outlined previously, please describe the outreach, include the date and input the agreed upon amount less rent above: Description and date of authorized outreach.

Leese Signature: _____ Date: _____

NACET Rep Signature: _____ Date: _____

City of Flagstaff Rep Signature: _____ Date: _____