

REGULAR COUNCIL MEETING
TUESDAY
MAY 18, 2021

STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

ATTENTION

**IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL
FURTHER NOTICE**

The meetings will continue to be live streamed on the city's website
(<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings>)

PUBLIC COMMENT PROTOCOL

**The process for submitting a public comment has changed and public comments will no longer be
read by staff during the Council Meetings.**

All public comments will be taken either telephonically or accepted as a written comment.

Public comments may be submitted to publiccomment@flagstaffaz.gov

If you wish to address the City Council with a public comment by phone you must submit the
following information:

First and Last Name
Phone Number
Agenda Item number you wish to speak on

If any of this information is missing, you will not be called. We will attempt to call you only one
time. We are unable to provide a time when you may be called.

All comments submitted otherwise will be considered written comments and will be documented
into the record as such.

If you wish to email Mayor and Council directly you may do so at council@flagstaffaz.gov.

AGENDA

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 DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI
COUNCILMEMBER SWEET

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 for all.

4. **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.

5. **APPOINTMENTS**

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

A. **Consideration of Appointments:** Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring September 2022.
Make one appointment to a term expiring September 2023.

6. **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 a Construction Manager at Risk (CMAR) Construction Services Contract:** Annual Street Maintenance and Overlay and Chip Seal Program 2021 to C and E Paving & Grading, LLC in the amount of \$2,101,819.12.

STAFF RECOMMENDED ACTION:

1. Approve the Annual Street Maintenance Overlay and Chip Seal Program 2021 and execute a CMAR Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of \$2,101,819.12 (which includes an Owner's Contingency of \$100,000.00)
2. Authorize the City Manager to execute the necessary documents.

7. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Ordinance No. 2021-12:** An ordinance of the City Council of the City of Flagstaff abandoning and authorizing the sale of approximately 1,400 square feet of the Hoskins Avenue public right-of-way adjacent to 709 S. O'Leary Street; providing for delegation of authority, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2021-12 by title only for the final time
- 2) City Clerk reads Ordinance No. 2021-12 by title only (if approved above)
- 3) Adopt Ordinance No. 2021-12

8. **REGULAR AGENDA**

- A. **Consideration and Approval of the Construction Contract:** with Standard Construction Company, Inc. in the amount of \$7,140,688.18 for the Coconino Estates Improvements Phase II Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Standard Construction Company, Inc. in the amount of \$7,140,688.18, which includes a \$301,122.75 Contract Allowance, with a Contract duration of 540-calendar days; and
2. Approve Administrative Change Order Authority to the City Manager in the amount of \$683,956.54 (10% of the Contract Amount, less the Contract Allowance); and
3. Authorize the City Manager to execute the necessary documents.

- B. **Consideration and Adoption of Resolution No. 2021-25:** A resolution of the Flagstaff City Council, approving a Data Access/Exchange Agreement between the Arizona Department of Transportation and the City of Flagstaff for access to crash data through the Arizona Crash Information System (ACIS).

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-25 by title only
- 2) City Clerk reads Resolution No. 2021-25 by title only (if approved above)
- 3) Adopt Resolution No. 2021-25

- C. **Consideration and Adoption of Resolution No. 2021-22:** A resolution approving an Intergovernmental Agreement between the City of Flagstaff and the Summit Fire and Medical District for dispatch services.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-22 by title only
- 2) City Clerk reads Resolution No. 2021-22 by title only (if approved above)
- 3) Adopt Resolution No. 2021-22

- D. **Consideration and Adoption of Resolution No. 2021-23:** A resolution approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for a jointly funded dark sky code compliance specialist position.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-23 by title only
- 2) City Clerk reads Resolution No. 2021-23 by title only (if approved above)
- 3) Adopt Resolution No. 2021-23

- E. **Consideration and Adoption of Resolution No. 2021-19:** A resolution of the Flagstaff City Council amending the Flagstaff Business Attraction Job Creation Incentive Program to assist in attracting new businesses that will provide high wage jobs in specific industry sectors **(Flagstaff Business Attraction Job Creation Incentive Program)**

Consideration and Adoption of Resolution No. 2021-20: A resolution of the Flagstaff City Council amending the Development Reinvestment Incentive Program to assist in attracting new businesses that will provide high wage jobs in targeted industry sectors **(Flagstaff Business Attraction Development Reinvestment Incentive Program)**

STAFF RECOMMENDED ACTION:

Flagstaff Business Attraction Job Creation Incentive Program:

- 1) Read Resolution No. 2021-19 by title only
- 2) City Clerk reads Resolution No. 2021-19 by title only (if approved above)
- 3) Adopt Resolution No. 2021-19

Flagstaff Business Attraction Development Reinvestment Incentive Program:

- 1) Read Resolution No. 2021-20 by title only
- 2) City Clerk reads Resolution No. 2021-20 by title only (if approved above)
- 3) Adopt Resolution No. 2021-20

- F. **Discussion and Possible Action:** City Council Rules of Procedure Rule 11.07

STAFF RECOMMENDED ACTION:

Discuss and provide direction

9. **COUNCIL LIAISON REPORTS**

10. **CITY MANAGER REPORT**

- A. **City Manager Report**

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

12. **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 _____, 2021.

Stacy Saltzburg, MMC, City Clerk

5. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 05/12/2021
Meeting Date: 05/18/2021



TITLE:

Consideration of Appointments: Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring September 2022.
Make one appointment to a term expiring September 2023.

Executive Summary:

The Commission on Diversity Awareness consists of seven citizens who represent the diverse population of Flagstaff. The mission of the commission includes, but is not limited to, fostering mutual understanding, tolerance, respect, and awareness among all citizens; recognizing the different economic, cultural, social, religious, and ethnic groups within the City; and cooperating in the development of educational programs dedicated to improving community relations and enlisting support of various groups to foster diversity awareness. There are currently two seats available due to resignations. It is important to fill vacancies on Boards and Commissions quickly to allow the Commission to continue meeting on a regular basis.

There are two appointments to be made.

There are three applications on file for consideration by the Council as follows:

- Claire Hardii (new applicant)
- Angelica Maria Sanchez (new applicant)
- Christine Tucci (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Salas and Mayor Deasy

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Inclusive and Engaged Community

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint 2 Commissioners. By appointing members at this time, the Commission on Diversity Awareness will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.

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 Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: CODA - Authority

CHAPTER 2-08 COMMISSION ON DIVERSITY AWARENESS

SECTIONS:

- 2-08-001-0001 DECLARATION OF POLICY:
- 2-08-001-0002 CREATION OF COMMISSION:
- 2-08-001-0003 TERMS OF OFFICE:
- 2-08-001-0004 FUNCTIONS:
- 2-08-001-0005 MEETINGS; ATTENDANCE:

2-08-001-0001 DECLARATION OF POLICY:

There is hereby established the Commission on Diversity Awareness. It shall be the Commission's duty to advise the City Council on issues and methods in promoting diversity awareness within the City of Flagstaff. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0002 CREATION OF COMMISSION:

There is hereby created the Commission on Diversity Awareness which shall consist of seven (7) regular members who shall be appointed by the City Council. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. 2001-07, Amended, 03/06/2001; Ord. 2000-26, Amended, 11/17/2000; Ord. No. 2007-06, Amended 02/05/2007; Ord. No. 2011-06, Amended 05/17/2011; Ord. 2014-28, Amended, 11/18/2014)

2-08-001-0003 TERMS OF OFFICE:

Terms shall be for three years except for the first appointments to create staggered terms. The City Council shall appoint three members for three (3) year terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms, including alternates, thereafter will be three (3) year terms. The City Council will make every effort to recruit and appoint those individuals that represent the diverse population of Flagstaff and who have demonstrated an interest in minority issues, or promoting those issues of cultural diversity. (Ord. 2000-26, Amended, 11/17/2000; Ord. 2011-06, Amended 05/17/2011)

2-08-001-0004 FUNCTIONS:

The duties of the Commission shall include, but not be limited to:

- A. Fostering mutual understanding, tolerance, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of

educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster diversity awareness.

B. Developing recommendations for the Mayor and City Council to assist in developing any policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of diversity awareness.

C. Advising and assisting the City Council on ways to educate the community on diversity awareness and developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.

D. Developing and providing public forums for identifying and discussing issues of interest relating to the area of diversity awareness.

E. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0005 MEETINGS; ATTENDANCE:

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

The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice.

A regular member who is absent for two (2) consecutive unexcused regular meetings may be removed from the Commission by a vote of the City Council upon recommendation of the Commission. (Ord. 2000-26, Added, 11/17/2000; Ord. 2007-06, Amended 02/06/2007; Ord. 2011-06, Amended, 05/17/2011; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

6. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Co-Submitter: Adam Miele

Date: 05/12/2021

Meeting Date: 05/18/2021



TITLE:

Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services

Contract: Annual Street Maintenance and Overlay and Chip Seal Program 2021 to C and E Paving & Grading, LLC in the amount of \$2,101,819.12.

STAFF RECOMMENDED ACTION:

1. Approve the Annual Street Maintenance Overlay and Chip Seal Program 2021 and execute a CMAR Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of \$2,101,819.12 (which includes an Owner's Contingency of \$100,000.00)
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works Streets Section maintains approximately 700 lane miles of roadway surface infrastructure for the citizens, regional community members, and visitors. Roadways throughout the City vary in design and capacity. In addition to automobile travel, all modes of transportation are integrated and encouraged within the right of way. Modes of travels such as transit, bicycle, and pedestrian opportunities are prevalent and our Streets crews strives to provide transportation infrastructure that is well connected and as safe as possible for travel, regardless of the chosen mode. The City's annual Street Maintenance Overlay and Chip Seal Program is an effort to improve aging infrastructure within our existing transportation network. Planning efforts include an evaluation of the asphalt surface, edge treatments, recent overlay project sections, roads that meet maintenance need, and road stripe engineering. Once the identified needs are prioritized, Streets utilizes funding provided from two sources to address the needs. The first source of revenue is Highway User Revenue Funds (HURF), or commonly referred to as the gas tax, a state shared revenue. The second source of revenue provided is sales tax proceeds collected as a result of the 2014 voter approved Road Repair and Street Safety Program (RRSS). This Council action, if approved, will allow Streets to deliver the Annual Street Maintenance Overlay and Chip Seal Program 2021 utilizing local contractor C and E Paving & Grading, LLC and improve the community transportation infrastructure.

Financial Impact:

The Street's capital program was reviewed and approved in the FY 2020-2021 budget process. The total cost of the Annual Street Maintenance Overlay and Chip Seal Program 2021 is \$2,101,819.12 and is funded from account numbers 040-06-162-3073-6-4443 (HURF) and 046-06-163-3321-6-4443 (RRSS) in the 2020-2021 budget.

Policy Impact:

The award of the CMAR contract to C and E Paving & Grading, LLC. will authorize the delivery of the City's Annual Street Maintenance Overlay and Chip Seal Program 2021. The overlay and chip seal project work will ensure that the City is maintaining its streets and providing for a well-protected and increased overall condition index for our roadways. Once completed this Fall, the efforts will result in an improved quality transportation network. The City of Flagstaff community continues to support initiatives creating and maintaining quality infrastructure throughout our transportation network.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

The City of Flagstaff, City Council has discussed the transportation maintenance programs and provides direction and feedback in multiple forums, such as the goal setting process, the annual budgetary process, and community service delivery expectation discussions. Clear direction has been provided to maintain our transportation system, establish asset inventory, deliver capital programs of improvement and meet the community expectations.

The CMAR Design Phase contract for this project was awarded by Flagstaff City Council at the City Council meeting on Tuesday, February 2, 2021, after Purchasing conducted a formal Request for Statements of Qualifications (RSOQ) solicitation process and recommended to City Council the award of that contract.

Options and Alternatives:

1. Approve the Construction Manager at Risk Construction Contract and 2021 Streets Maintenance Program GMP in the amount of \$2,101,819.12 with C and E Paving & Grading, LLC as proposed; or
2. Request that the City continue to negotiate the scope of work and financial resources to a different outcome or expectation; or
3. Reject the Construction Manager at Risk Construction Contract and direct staff to pursue a different type of procurement delivery method and approach to work programming.

Background/History:

The City has established an annual program to maintain existing street pavements. The program includes three major elements: non-structural upgrades of asphalt overlay, minor concrete repairs, accessibility improvements including sidewalk/ramp replacement and chip sealing. The citizens of Flagstaff approved the Road Repair and Street Safety Maintenance Program (RRSS) (Prop. 406). This is a dedicated sales tax providing funding of \$100 million over 20 years. The program has been aggressively addressing capital projects that have been identified to be in a high state of disrepair on the front end of the program with strong support for annual maintenance until the sales tax sunsets in 2034. The overlay and chip seal street segments are selected after evaluation of the street condition using pavement management asset software. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing treatments and improvements. Chip seal techniques are also used to protect recently overlaid sections to prolong the life of the asphalt surface.

The Arizona State Legislature has authorized the use of Alternative Project Delivery Methods (APDM) as

a method of project delivery. Included in these delivery methods the City of Flagstaff can procure a construction team utilizing a Qualifications Based Selection process for construction services from a firm deemed most qualified to perform the work. The enabling legislation also allows for provision of multiple Guaranteed Maximum Prices (GMP) under a single procurement.

At the March 17, 2020, City Council meeting, Council approved the award of the initial Professional Engineering Design Phase Services contract for the 2020, 2021 and 2022 programs to Peak Engineering, Inc. Working collaboratively with City staff and C and E Paving and Grading, LLC, the team develops the annual program, costing evaluation, project scheduling, design document review, prioritization of roadway segments, logistics, quantity estimating, and preparation of final construction documents.

Key Considerations:

The past performance and delivery of the Streets maintenance programs, overlay and chip seal from C and E Paving & Grading, LLC has been excellent. The ability to prioritize the projects and have a continuous conversation with the contractor in a meaningful way has resulted in cost savings, expanded work program and good quality in a timely manner. A City map identifying the last 5 years effort has been included for the City Council's review and to provide a visual understanding of the impact and successes of the work program and delivery method.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Proposition 406, approved in 2014, has been a significant and positive influence on this maintenance program. The community benefit of improving the overall road conditions saves countless staff hours for repair and thousands of dollars in temporary repairs and improves the overall roadway safety. The overlay and chip seal projects have been aggressive and targeted our most degraded streets. The projects can seem large in scope and they do cause some temporary disruption to our daily travel routines. Acceptance of the temporary disruption and inconvenience can be challenging but the long-term benefits, efficiencies of bundling of our improvements is good stewardship. Community notifications of construction programs are advertised and communicated via different mediums to provide general impacts and talking points as they relate to the project.

Community Involvement:

The community continues to support transportation related initiatives demonstrating a strong understanding of supporting a quality infrastructure. City staff often receive citizen feedback and public participation to support our efforts of core service delivery. In addition to the constant feedback, the voters approved the Road Repair Street Safety Program and the results have been positive.

Expanded Options and Alternatives:

1. Deny the requested action and provide direction on how to best deliver the voter approved program and dedicated funding allocation of the Streets Maintenance Overlay and Chip Seal Program 2021; or
2. Discontinue the use of the CMAR process and request that the program be procured through an alternate project delivery method.

Attachments: CMAR Construction Phase Contract (with Exhibit A)
 Contract - Exhibit B

Contract - Exhibit C

Map of Scoping

Contingency Justification



City of Flagstaff, Arizona

Street Maintenance Program 2021, 2022, 2023

CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES

PROJECT NOS. ST33214 & ST30731

Agreement No. 2021-30

MAYOR
PAUL DEASY

CITY COUNCIL

BECKY DAGGET
ADAM SHIMONI
MIRANDA SWEET

JIM MCCARTHY
AUSTIN ASLAN
REGINA SALAS

CITY MANAGEMENT

City Manager
Greg Clifton

Acting Water Services Director
Erin Young

Community Development Director
Dan Folke

Public Works Director
Andrew Bertelsen

Engineering & Capital Improvements Director
Rick Barrett

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CITY OF FLAGSTAFF, ARIZONA

STREET MAINTENANCE PROGRAM 2021, 2022, 2023

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES AGREEMENT

PROJECT No. ST33214 & ST30731; Agreement No. 2021-30

This Construction Services Agreement ("Agreement"), is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and C and E Paving & Grading, L.L.C., an Arizona Limited Liability Company, hereinafter designated the ("Construction Manager at Risk" or CMAR) on this ____ day of _____, 20__.

RECITALS

- A.** The City is authorized and empowered by provisions of the City Charter to execute agreements for construction services.
- B.** The City intends to construct Street Maintenance Program 2021, 2022 and 2023 CMAR – Construction Phase Services as more fully described in Exhibit "A" attached ("Project").
- C.** To undertake the construction administration of the Project the City has entered into a separate agreement with Peak Engineering, Inc. ("Design Professional.")
- D.** CMAR has represented to the City that it has the ability to provide construction services for the Project, and based on this representation, the City hereby engages CMAR to provide these services and construct the Project.
- E.** Agreement # 2021-30 has been executed previously between the City and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and CMAR as follows:

Article 1 - Definitions

"Agreement" - This written document signed by the City and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in, or attached to, and made part of this Agreement.

"Change Directive" - A written order prepared and signed by the City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of Contract amendment issued after execution of the Contract Documents or future GMP Amendments signed by the City and CMAR, agreeing to changes to a GMP, for substantial unanticipated alterations in the character of Work. The Change Order shall state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Agreement terms.

"The City ("Owner" or "OWNER") - The City of Flagstaff, a municipal corporation, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Flagstaff Community Development, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" - The person designated in Subsection 8.3.1.2.

"City's Senior Representative" - The person designated in Subsection 8.3.1.1.

"CMAR" - The firm selected by the City to provide construction services as detailed in this Agreement.

"CMAR's Contingency" - A fund to cover cost growth during the Project used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in Subsection 5.3.1.

"CMAR's Representative" - The person designated in Subsection 8.3.2.2.

"CMAR's Senior Representative" - The person designated in Subsection 8.3.2.1.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs, home office overhead, and profit as applicable to this Project whether at CMAR's principal or branch offices.

"Contract Documents" - The following items and documents in descending order of precedence executed by the City and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Contract Price" - The amount or amounts set forth in Article 5.

"Contract Time" - The days, as set forth in Article 4, the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work, subject to Winter Shutdown.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Costs, and taxes.

"Critical Path Method" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest total time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

“Design Phase Contract” - The agreement between the City and CMAR for Services provided by CMAR during the design phase which may include the following: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman’s Business Enterprise/Small Business Enterprise (**“MBE/WBE/SBE”**) utilization, subcontractor bid phase services, GMP preparation and other services set forth in this Agreement or reasonably inferable therefrom.

“Design Professional” - A qualified, licensed design professional who furnishes, design, construction documents, and/or construction administration services required for the Project.

“Differing Site Conditions” - Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

“Final Completion” - 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner’s Project specifications and Owner training/start up activities.

“Float” - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

“General Conditions Costs” - Includes, but is not limited to the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site, (vii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of CMAR or Subcontractors.

“Guaranteed Maximum Price” or “GMP” - The sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR’s Contingency.

“GMP Plans and Specifications” - The plans and specifications upon which the Guaranteed Maximum Price proposal is based.

“Legal Requirements” - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

“Notice to Proceed” or “NTP” - The directive issued by the City, authorizing CMAR to start Work.

“Opening Physical Conditions” – The current physical conditions present on the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-construction Conference.

“Owner’s Contingency” - A fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen Site conditions. The amount of the Owner’s contingency shall be set solely by the Owner and shall be in addition to the Project costs included in CMAR’s GMP packages. Use and management of the Owner’s contingency is described in Section 5.3.2.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The City form used by CMAR to request progress payments for Work in accordance with Article 7.

"Pre-construction Conference" - A Conference held between City and CMAR prior to the commencement of any Work, as scheduled by the City's Representative or designee.

"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit "A" attached.

"Project Record Documents" - The documents created pursuant to Section 2.10.

"Samples" - Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work shall be evaluated.

"Schedule of Values" - A statement furnished by CMAR to the City's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - Drawings, diagrams, schedules and other data specially prepared for the Work by CMAR or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" - An individual or firm having a direct Agreement with CMAR or any other individual or firm having an Agreement with the aforesaid Contractors at any tier, who undertakes to perform a part of the construction phase Work for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration review or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents so that the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended. This may include, but is not limited to: (i) Approval by the City or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy); (ii) all systems in place, functional, and displayed to, and accepted by, the City or its representative; (iii) City operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) Operational and Maintenance manuals and final Project Record Documents delivered to the City or Design Professional for review.

"Supplier" - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct agreement with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" – The period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the 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.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 - CMAR's Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

2.1.1. CMAR's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the City.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices listed in Subsection 2.2.1 above must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 City shall be responsible for City of Flagstaff review and permit(s) fees for building and demolition permits. City shall also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in Subsection 2.2.3 above.

2.2.5 CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR's responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City's Representative or designee shall schedule and conduct a Preconstruction Conference.

At the Pre-Construction Conference, City and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the City at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in a City approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying CMAR's Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMP Schedule. The Schedule of Values shall be subject to approval by the City's representative.

2.3.5 Minimum attendance by CMAR shall be CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

- 2.4.3** CMAR's Representative or CMAR's Superintendent shall be present at the Site at all times that construction activities are taking place.
- 2.4.3.1** All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.
- 2.4.3.2** In the event of noncompliance with this Section, the City may require CMAR to stop or suspend the Work in whole or in part.
- 2.4.4** Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.
- 2.4.5** Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the City for resolution before proceeding with the Work.
- 2.4.6** CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.
- 2.4.7** CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.
- 2.4.8** Any person employed by CMAR or any Subcontractor who, in the opinion of the City, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. CMAR or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Section.
- 2.4.9** CMAR assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.10** CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.5 Control of the Work Site**
- 2.5.1** Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or

a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit "B" as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the City or City's designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the City's approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the City on previous Submittals.

2.6.7 Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is

required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The City shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the City.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

- 2.8.5** The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.
- 2.8.6** CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.
- 2.8.7** The City shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.
- 2.8.8** If the City does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.
- 2.9 Project Record Documents**
- 2.9.1** During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.
- 2.9.1.1** CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
- Dimensional changes to the drawings.
 - Revisions to details shown on drawings
 - Depths of foundations below first floor
 - Locations and depths of underground utilities
 - Revisions to routing of piping and conduits.
 - Revisions to electrical circuitry.
 - Actual equipment locations.
 - Duct size and routing.
 - Locations of concealed internal utilities.
 - Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's.
 - Addenda and other details not on original Agreement Drawings.
- 2.9.1.2** CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.
- 2.9.1.3** CMAR shall mark Project Record Drawings sets with red erasable colored pencil.
- 2.9.1.4** CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.
- 2.9.1.5** CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.
- 2.9.2** Upon receipt of the reviewed Project Record Drawings from the City, CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of reproducible mylars from the final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

2.11.1 CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

- 2.11.3** Nothing in this warranty is intended to limit any manufacturer's warranty which provides The City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide City with all manufacturers' warranties upon Substantial Completion.
- 2.11.4** Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

2.12 Correction of Defective Work

- 2.13.1** CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the City by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 2.12.2** During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces.
- 2.12.3** CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 and/or Section 2.13.1 above, within seven (7) days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces. **2.12.4** If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.
- 2.12.4** For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.
- 2.12.5** The one year period referenced in Subsection 2.13.1 above applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The City's Services and Responsibilities

3.1 Duty to Cooperate.

- 3.1.1** City shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.
- 3.1.2** City shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

3.2 The City's Representative

- 3.2.1** City's Representative shall be responsible for providing City (as defined in Article I) supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.
- 3.2.2** City's Representative shall also provide CMAR with prompt notice if City's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.
- 3.2.3** The City may utilize field inspectors to assist the City's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory department.
 - 3.2.3.1** The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.
 - 3.2.3.2** The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.
 - 3.2.3.3** The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.
 - 3.2.3.4** The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

- 3.3.1** The City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement as well as other firms hired by the City shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the City and Design Professional.
- 3.3.2** The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.
 - 3.3.2.1** Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.
 - 3.3.2.2** Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional shall keep the City informed of progress of the Work and any noted defects and deficiencies of the Work, and shall endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.

- 3.3.2.3** Review and recommend approval of Payment Requests.
- 3.3.2.4** Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.6.
- 3.3.2.5** Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- 3.3.2.6** Prepare Change Orders, and may authorize minor changes in the Work as provided in Section 6.6.1.
- 3.3.2.7** Conduct inspections to determine Substantial Completion and Final Acceptance.
- 3.3.2.8** Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.
- 3.4** **City's Separate Contractors.** City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.
- 3.5** **Permit Review and Inspections**
- 3.5.1** If requested by CMAR, the City's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.
- 3.5.2** Regulating agencies of the City, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.-

Article 4 - Contract Time

- 4.0** **Contract Time.**
- 4.0.1** Contract Time shall start with the Notice to Proceed ("NTP") with construction services and shall end with Substantial Completion.
- 4.0.2** Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMP under this Agreement shall be 365 days starting with the NTP.
- 4.0.3** CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.
- 4.0.4** All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

- 4.0.5** Time is of the essence, for times and time matters set forth in Article 4 and the rest of this Agreement.

Pursuant to Section 9.3 below, if, in the sole discretion of the Capital Improvements Department of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the 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.

4.1 Substantial Completion

- 4.1.1** Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

- 4.1.2** Prior to notifying the City in accordance to Section 4.1.3 below, CMAR shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accordance with the Contract Documents.

- 4.1.3** CMAR shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

- 4.1.4** Within five (5) days of City's receipt of CMAR's notice, the City and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

- 4.1.5** If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

- 4.1.6** City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 4.1.5 above, (ii) CMAR and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CMAR agree that City's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

- 4.2 Final Completion.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CMAR shall jointly inspect to verify that the remaining items of Work have been completed as set forth in Section 4.1.5. The City shall issue a Final Completion Letter and payment pursuant to Section 7.5.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City \$1,070.00 (to be determined on an agreement by agreement basis) per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City \$1,070.00 (to be determined on an agreement by agreement basis) per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the City as part of the Payment Request.

4.4.3.1 CMAR shall provide City with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2 With each schedule submittal CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information ("RFI's"), as appropriate.
- Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Time Extension requests
 - Other items
- Substantial Completion date status:
 - If ahead of schedule, the number of calendar days ahead
 - If behind schedule, the number of calendar days behind
- Other project or scheduling concerns

- 4.4.4** City's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- 4.4.5** The Project Master Schedule shall include a Critical Path Method ("CPM") diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.
- 4.4.5.1** The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.
- 4.4.5.2** The CPM diagram schedule shall indicate all relationships between activities.
- 4.4.5.3** The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 4.4.5.4** The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.
- 4.4.5.5** The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.
- 4.4.5.6** The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.
- 4.4.5.7** The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.
- 4.4.6** The Project Master Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 4.4.7** Float time shall be as prescribed below:
- 4.4.7.1** The total Float within the overall schedule, is not for the exclusive use of either the City or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.
- 4.4.7.2** CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

- 4.4.7.3** Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

- 5.0.1** CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

- 5.1.1** The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit "B" and an amount of \$2,001,819.12 with an additional \$100,000.00 allowed for Owner's Contingency for a total contract price of \$2,101,819.12.

- 5.1.2** The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

- 5.1.3** The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices. The Construction Fee will be paid as a firm lump sum.

- 5.1.4** Taxes are deemed to include all sales, use consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

- 5.2.1** The Guaranteed Maximum Price is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and, CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts defined in Articles 5.1 and 5.3. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the City.

- 5.2.2** The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

- 5.2.3** GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

- 5.2.4** If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to Article 6. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

- 5.3.1** CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of

the City. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

- 5.3.2** When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.
- 5.3.3** Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.
- 5.4** **Open Book.** CMAR shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to assure the City has a complete and accurate understanding of all Project costs.

Upon project closeout and immediately prior to the release of final payment, the CMAR shall provide to the City a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

- 6.0.1** If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the City and the CM@R must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CM@Rs control and/or whether they are due to no fault of the CM@R, or those for whom CMAR is responsible; if the City and the CM@R do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CM@Rs control and/or whether they are due to no fault of the CM@R, or those for whom CMAR is responsible.
- 6.0.2** CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.
- 6.0.3** By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics

abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Section, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The City shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

- 6.4 Legal Requirements.** The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work
- 6.5 Change Directives and Change Orders**
- 6.5.1** City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.
- 6.5.2** All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.
- 6.6 Minor Changes in the Work**
- 6.6.1** The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. CMAR shall carry out such written orders promptly.
- 6.6.2** CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.
- 6.6.3** Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.
- 6.7 Contract Price Adjustments**
- 6.7.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:
- 6.7.1.1** Unit prices set forth in this Agreement or as subsequently agreed to between the parties;
- 6.7.1.2** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and
- 6.7.1.3** Costs, fees and any other markups.
- 6.7.2** The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit "B".
- 6.7.3** If an increase or decrease cannot be agreed to as set forth in Sections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.
- 6.7.4** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

- 6.7.5** If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.
- 6.7.5.1** As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.
- 6.7.5.2** If the parties are unable to agree and City expects CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.
- 6.7.6** **Emergencies.** In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.
- 6.7.7** **Force Majeure.** The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

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

Article 7- Procedure for Payment

- 7.0** For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to the City's satisfaction, the City agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.
- 7.1** **GMP Payment Request**
- 7.1.1** At the pre-construction conference prescribed in Section 2.4, CMAR shall submit for City's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.
- 7.1.2** At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the City's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

- 7.1.3** The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

The Payment Request shall include, at a minimum:

1. Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period
2. Current critical path schedule
3. Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment
4. Subcontractor and Supplier invoices and conditional lien waivers for current pay period
5. General Conditions invoices for current pay period
6. Daily Reports for current pay period
7. Weekly reports for current pay period
8. Project meeting minutes for current pay period
9. Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

- 7.1.4** The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

- 7.1.4.1** For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

- 7.1.4.2** For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for City's inspection. CMAR must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

- 7.1.4.3** All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

- 7.1.5** CMAR shall submit to City on a monthly basis either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

- 7.2.1** City shall make payment in accordance with A.R.S. §34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

- 7.2.2** City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify City's concerns. CMAR and City shall attempt to resolve City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights

under the Contract Documents, including those under Article 8 hereof.

7.3 Retention of GMP

7.3.1 City shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the City must be maintained at the City's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Matt Luhman, Purchasing Manager.

7.4 Substantial Completion. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5 Final Payment

7.5.1 After receipt of a final Payment Request, City shall make final payment within sixty (60) days after receipt by the City, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the City.

7.5.2 At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.5.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect City's interests;

7.5.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment; and

7.5.2.3 Consent of CMAR's surety, if any, to final payment.

7.6 Payments To Subcontractors or Suppliers

- 7.6.1** CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. CMAR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.
- 7.6.2** If CMAR fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CMAR agrees that the City may take such actions:
- 7.6.2.1** Hold CMAR in default under this Agreement;
 - 7.6.2.2** Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
 - 7.6.2.3** Reject all future offers to perform work for the City from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or
 - 7.6.2.4** Terminate this Agreement.
- 7.6.3** If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended, and shall further hold the City harmless from any ensuing damages, claims or costs.
- 7.6.4** Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.
- 7.6.5** CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

- 7.7.1** Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.
- 7.7.2** The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.
- 7.7.3** The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.
- 7.7.4** CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

- 7.7.5** The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- 7.7.6** Records and Retention Requirements: The City and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

Article 8- Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

- 8.0.1** If either CMAR or City believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.0.2** Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.0.3** In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.0.4** Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

- 8.1.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 8.1.2** CMAR and City shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.
- 8.1.3** If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.
- 8.1.4** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in

equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.3 Representatives of the Parties

8.3.1 The City's Representatives

8.3.1.1 City designates the individual listed below or his designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Andy Bertelsen, Division/Department Head
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2105
abertelsen@flagstaffaz.gov

8.3.1.2 City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Adam Miele, Project Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 226-2108
amiele@flagstaffaz.gov

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
candepaving@aol.com

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
candepaving@aol.com

Article 9 – Suspension and Termination

9.0 City's Right to Stop Work

- 9.0.1** City may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.
- 9.0.2** CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1 Termination for Convenience

- 9.1.1** The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, City shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.
- 9.1.2** If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.
- 9.1.3** Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:
 - 9.1.3.1** Stop Work as specified in the notice.
 - 9.1.3.2** Place no further subcontracts or orders.
 - 9.1.3.3** Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in Section 9.1 et seq.
 - 9.1.3.4** At the City's sole discretion and if requested in writing by the City, assign to the City all rights, title and interest of CMAR under the subcontracts subject to termination.
 - 9.1.3.5** Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the City has or may acquire an interest.
- 9.1.4** CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.
- 9.1.5** The City shall pay CMAR the following:
 - 9.1.5.1** The direct value of its completed Work and materials supplied as of the date of termination.
 - 9.1.5.2** The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.
 - 9.1.5.3** CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the

City shall reduce the settlement to reflect the indicated rate of loss.

- 9.1.6** CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2 The City's Right to Perform and Terminate for Cause

- 9.2.1** If the City provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at CMAR's sole expense.
- 9.2.2** If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.
- 9.2.3** Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.
- 9.2.3.1** If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.
- 9.2.3.2** If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.
- 9.2.4** Upon declaring this Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 9.2.5** In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.2.6** If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the repurchase and defense of claims arising from CMAR's default.
- 9.2.7** If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

- 9.3.1 The Capital Improvement Department of the City of Flagstaff** retains the right to declare a Winter Shutdown when, in the opinion of the City, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the City. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.
- 9.3.2** The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.
- 9.3.3** Upon termination of the Winter Shutdown by the City, the CMAR shall have the right to complete the Work and the Project.
- 9.3.4** The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown, and shall hold the City harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

- 10.0.1** CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by CMAR, its agents, representatives, employees or Subcontractors.
- 10.0.2** The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 10.0.3** The City in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.
- 10.1 Minimum Scope and Limits of Insurance.** CMAR shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

- General Aggregate/for this Project \$2,000,000/\$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

- 10.1.2** Automobile Liability - Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.
Combined Single Limit ("CSL") \$1,000,000

The policy shall be endorsed to include the following additional insured language: "**The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR.**"

- 10.1.3** Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

- 10.1.4 Builders' Risk Insurance or Installation Floater** \$ 2,101,819.12
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- 10.1.4.1** The City of Flagstaff, CMAR, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the Work shall be **Named Insureds** on the policy.

- 10.1.4.2** Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- 10.1.4.3** Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

- 10.1.4.4** Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

- 10.1.4.5** CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

- 10.1.4.6** Coverage shall contain a **waiver of subrogation** against the City of Flagstaff.

- 10.1.4.7** CMAR is responsible for the payment of all policy deductibles.

- 10.1.5** Umbrella/Excess Liability Insurance not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

- 10.2 Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:

- 10.2.1** The City, its officers, officials, agents, employees and volunteers shall be additional insured to

the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

- 10.2.2** CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 10.2.3** Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 10.2.4** The policies shall contain a Waiver of Subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the City.
- 10.3** **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Purchasing Department, attention Matt Luhman, Purchasing Manager, and shall be sent by certified mail, return receipt requested.
- 10.4** **Acceptability of Insurers.** Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.
- 10.5** **Verification Of Coverage**
- 10.5.1** CMAR shall furnish the City with Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 10.5.2** All Certificates of Insurance and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.
- 10.5.3** All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Department, attention Matt Luhman, Purchasing Manager. The City project/contract number and project description shall be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
- 10.5.4** **If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CMAR must:**
- **Submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.**
- 10.6** **Subcontractors.** CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 10.7** **Approval.** Any modification or variation from the insurance requirements in this Agreement

shall be made by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

10.8 Bonds and Other Performance Security.

- 10.8.1** Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.
- 10.8.2** Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.
- 10.8.3** The bonds shall be made payable and acceptable to the City of Flagstaff.
- 10.8.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
 - 10.8.4.1** If one Power of Attorney is submitted, it shall be for twice the total GMP amount.
 - 10.8.4.2** If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.
- 10.8.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 10.8.6** All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification.

- 11.1.1** To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

- 12.1.1** Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) dated N/A and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes 18th day of May, 2021, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.
- 12.1.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- 12.1.3** In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.
- 12.1.3.1** On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.
- 12.1.3.2** Specifications take precedence over Plans.
- 12.1.3.3** In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement
- 12.1.4** The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.1.5** The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
- 12.2** **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.3** **Time is of the Essence.** City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 12.4** **Mutual Obligations.** City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 12.5** **Cooperation and Further Documentation.** CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.
- 12.6** **Assignment.** CMAR shall not, without the written consent of the City, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, CMAR as Assignor,

and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

- 12.7 Successorship.** CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.
- 12.8 Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of City and CMAR and not for the benefit of any other party.
- 12.9 Governing Law.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.
- 12.10 Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.11 Compliance with All Laws.** CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies, including but not limited to the mandatory statutory provisions in Exhibit __, attached and made a part of this Agreement. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.
- 12.12 Legal Requirements.** CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- 12.13 Construction Documents.** It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.
- 12.14 Independent Contractor.** CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.
- 12.15 The City's Right of Cancellation.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- 12.16 Survival.** All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.
- 12.17 Covenant against Contingent Fees.** CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City

Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 Notice.

12.19.1 Many notices or demands required to be given, pursuant to the terms of this Agreement, 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.

to CMAR:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
candepaving@aol.com

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Matt Luhman, Purchasing Manager
Phone: (928) 213-2278
mluhman@flagstaffaz.gov

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Adam Miele, Project Manager
Phone: (928) 213-2108
amiele@flagstaffaz.gov

Design Professional:

Julie Leid
Peak Engineering, Inc.
110 North Agassiz
Flagstaff, Arizona 86001
julie@peakegr.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

- 12.19.2** Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
candepaving@aol.com

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Matt Luhman, Purchasing Manager
Phone: (928) 213-2278
mluhman@flagstaffaz.gov

With copies to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Adam Miele, Project Manager
Phone: (928) 213-2108
amiele@flagstaffaz.gov

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.20 Confidentiality of Plans and Specifications

- 12.20.1** Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the City.
- 12.20.2** All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by CMAR shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of the Street Maintenance Program 2011 Project Agreement with the City of Flagstaff."

- 12.21 CMAR and Subcontractor Employee Security Inquiries.** The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.
- 12.21.1** Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to City for all employees considered for performing work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquiries are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by CMAR for other work not involving the City. An employee rejected for work under this Agreement shall not be proposed to perform work under other City Agreements or engagements without City's prior approval.
- 12.21.2** Criteria for Evaluating Security Inquiries. Once formally adopted by City, criteria for excluding an individual from performing work under this Agreement shall be communicated by City to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by City in evaluating its own personnel.
- 12.21.3** Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.
- 12.21.4** Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.
- 12.21.5** Materiality of Security Inquiry Provisions. The security inquiry provisions of this Agreement, as set forth above, are material to City's entry into this Agreement and any breach thereof by CMAR may, at City's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.
- 12.22 Hazardous Materials**
- 12.22.1** Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the City.
- 12.22.2** If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the City may agree, in writing, to continue work in non-affected areas on the Site.
- 12.22.3** An extension of Contract Time may be granted in accordance with Article 6.

- 12.22.4** CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- 12.23 Computer Systems.** CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.
- 12.24 Traffic Control.** CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

THE CITY OF FLAGSTAFF, ARIZONA

Street Maintenance Program 2021, 2022, 2023

Project No. ST33214 & ST30731, Agreement No. 2021-30

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

CMAR agrees that this Agreement, as awarded, is for the stated Work and understands that payment for the total Work shall be made on the basis of the indicated amount(s), per the terms and conditions of this Agreement.

Guaranteed Maximum Price

(Two million one hundred one thousand eight hundred nineteen dollars and twelve cents)

\$2,101,819.12

THE CITY OF FLAGSTAFF, ARIZONA

C AND E PAVING & GRADING, L.L.C.

By: _____
Greg Clifton, City Manager

By: _____
Title: _____

(Corporate Seal)

ATTEST:

City Clerk

ATTEST: (Signature and Title)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - PROJECT DESCRIPTION

The general project scope includes the following work:

The Street Maintenance Program includes street overlay, chip seal, micro seal and crack sealing construction to preserve and maintain existing asphalt street and parking lot pavements. The contract work also includes removal and replacement of curb returns and sidewalks at many locations on the streets overlaid to bring these streets into compliance with the Americans with Disabilities Act ("ADA"). Traffic signal detection modifications may be required where the work disturbs existing detection equipment. Utility adjustments and pavement marking are also included in the work.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the Owner. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index ("OCI") based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

The Street Maintenance Program provides surface treatments as required to preserve and maintain pavement condition on the 664 lane miles of City streets. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

Contractors will have civil construction challenges typical to Flagstaff. The successful contractor/firm/team selected for this project is expected to have significant demonstrated experience in both the type of work required and constructing facilities in colder, high altitude climates with a limited construction season.

EXHIBIT B – APPROVED GMP PROPOSAL

See attachment to contract (separate file)

EXHIBIT C – TECHNICAL SPECIFICATIONS

See attachment to contract (separate file)

GMP SUMMARY

PROJECT NAME:	City of Flagstaff Street Maintenance Program 2021
PROJECT NUMBER:	
LAST UPDATED:	
OWNER(S):	City of Flagstaff
BILLING ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations -
OWNER PHONE:	(928) 779-7685



C and E
PAVING & GRADING L.L.C.

GMP SUMMARY				
A	COST OF THE WORK (LABOR, MATERIALS, EQUIPMENT)			\$1,496,819.54
B	CM@RISK'S CONTINGENCY			\$100,000.00
	INDIRECT COSTS		RATE	\$1,596,819.54
C	CONSTRUCTION FEE			\$96,087.32
D	GENERAL CONDITIONS			\$196,178.27
	D1	PAYMENT AND PERFORMANCE BOND	\$12,571.42	0.628%
	D2	INSURANCE	\$24,822.56	1.24%
E	SALES TAX			\$112,733.99
		(9.181)	.05631577	
	F. TOTAL GMP			\$2,001,819.12
	G. OWNER'S CONTINGENCY			\$100,000.00
	H. CONTRACT AMOUNT			\$2,101,819.12

2021 COF STREETS					
OVERLAY and CHIP SEAL		Schedule of Values			
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	CRACK SEALING	40.2	T	\$3,850.00	\$154,770.00
2	MILL LARGE CRACKS (2 inch depth and 2 feet wide) INSTALL NEW ASPHALT INTO MILLED AREAS	5,029.8	LF	\$18.50	\$93,051.30
3	BITUMINOUS MATERIAL (CRS-2P)	258.7	T	\$579.00	\$149,787.30
4	COVER MATERIAL (CM-11)	2,484.0	T	\$84.00	\$208,656.00
5	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	21.0	EA	\$400.00	\$8,400.00
6	LOWER WATER VALVE BOX FOR MILLING OPERATION	4.0	EA	\$400.00	\$1,600.00
7	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	300.3	SY	\$93.00	\$27,927.90
8	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	223.0	SF	\$26.25	\$5,853.75
9	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING. 6"ABC)	1,099.6	SF	\$25.20	\$27,709.92
10	REMOVE AND REPLACE CURB AND GUTTER (ROLL- INCLUDING 3" ABC)	29.0	LF	\$89.50	\$2,595.50
11	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL- INCLUDING. 3"ABC)	1,322.5	LF	\$40.00	\$52,900.00
12	REMOVE AND REPLACE CURB IN APRON	0.0	LF	\$0.00	\$0.00
13	REMOVE AND REPLACE SIDEWALK (INCLUDING. 3"ABC)	8,711.0	SF	\$11.10	\$96,692.10
14	REMOVE AND DISPOSE OVER SIZED CONCRETE MANHOLE COLLAR	2.0	EA	\$765.00	\$1,530.00
15	REMOVE RAMP & INSTALL DETECTABLE WARNING (RETROFIT DOMES) INCLUDING 3" ABC	7.0	EA	\$1,749.00	\$12,243.00
16	REMOVE RAMP & INSTALL DETECTABLE WARNING (PARALLEL RAMP AND DOMES) INCLUDING 3" ABC	16.0	EA	\$2,134.00	\$34,144.00
17	PAVEMENT MILLING	23,140.0	SY	\$2.95	\$68,263.00
18	TACK COAT (SS-1H)	4.82	T	\$1,886.00	\$9,090.52
19	MODIFIED ASPHALTIC CONCRETE (1/2" MIX)	1,627.03	T	\$140.00	\$227,784.20
20	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062)	19.0	EA	\$620.00	\$11,780.00
21	REMOVE, REPLACE WITH NEW HARDWARE TO NUT & ADJUST WATER VALVE BOX AND COVER	26.0	EA	\$890.00	\$23,140.00
22	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062)	4.0	EA	\$590.00	\$2,360.00
23	REMOVE AND REPLACE SURVEY MONUMENTS	3.0	EA	\$245.00	\$735.00
24	TRAFFIC CONTROL	1.0	LS	\$225,860.00	\$225,860.00
25	CONSTRUCTION SURVEY	1.0	LS	\$5,000.00	\$5,000.00
26	STRIPING AND MARKING	1.0	LS	\$44,946.05	\$44,946.05

TOTAL COST=	\$1,496,819.54
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BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
1	CRACK SEALING	SUBCONTRACTOR	40.2	T	\$3,800.00	\$152,760.00	
		MATERIALS			\$0.00	\$0.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$50.00	\$2,010.00	
			40.2	T	\$3,850.00	Total:	\$154,770.00
2	MILL LARGE CRACKS (2 inch depth and 2 feet wide) INSTALL NEW ASPHALT INTO MILLED AREAS	SUBCONTRACTOR	5,029.8	LF	\$0.00	\$0.00	
		MATERIALS			\$3.40	\$17,101.32	
		EQUIPMENT			\$8.60	\$43,256.28	
		LABOR			\$6.50	\$32,693.70	
			5029.8	LF	\$18.50	Total:	\$93,051.30
3	BITUMINOUS MATERIAL (CRS-2P)	SUBCONTRACTOR	258.7	T	\$164.20	\$42,478.54	
		MATERIALS			\$410.00	\$106,067.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$4.80	\$1,241.76	
			258.7	T	\$579.00	Total:	\$149,787.30
4	COVER MATERIAL (CM-11)	SUBCONTRACTOR	2484.0	T	\$0.00	\$0.00	
		MATERIALS			\$37.00	\$91,908.00	
		EQUIPMENT			\$35.00	\$86,940.00	
		LABOR			\$12.00	\$29,808.00	
			2484.0	T	\$84.00	Total:	\$208,656.00
5	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	SUBCONTRACTOR	21.0	EA	\$365.00	\$7,665.00	
		MATERIALS			\$0.00	\$0.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$35.00	\$735.00	
			21.0	EA	\$400.00	Total:	\$8,400.00
6	LOWER WATER VALVE BOX FOR MILLING OPERATION	SUBCONTRACTOR	4.0	EA	\$365.00	\$1,460.00	
		MATERIALS			\$0.00	\$0.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$35.00	\$140.00	
			4.0	EA	\$400.00	Total:	\$1,600.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
7	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	SUBCONTRACTOR	300.3	SY	\$0.00	\$0.00	
		MATERIALS			\$27.50	\$8,258.25	
		EQUIPMENT			\$37.00	\$11,111.10	
		LABOR			\$28.50	\$8,558.55	
			300.3	SY	\$93.00	Total:	\$27,927.90
8	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	SUBCONTRACTOR	223.00	SF	\$9.50	\$2,118.50	
		MATERIALS			\$1.00	\$223.00	
		EQUIPMENT			\$6.00	\$1,338.00	
		LABOR			\$9.75	\$2,174.25	
			223.00	SF	\$26.25	Total:	\$5,853.75
9	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING. 6"ABC)	SUBCONTRACTOR	1099.6	SF	\$9.00	\$9,896.40	
		MATERIALS			\$0.75	\$824.70	
		EQUIPMENT			\$8.90	\$9,786.44	
		LABOR			\$6.55	\$7,202.38	
			1099.6	SF	\$25.20	Total:	\$27,709.92
10	REMOVE AND REPLACE CURB AND GUTTER (ROLL-INCLUDING 3" ABC)	SUBCONTRACTOR	29.00	LF	\$18.00	\$522.00	
		MATERIALS			\$1.00	\$29.00	
		EQUIPMENT			\$39.50	\$1,145.50	
		LABOR			\$31.00	\$899.00	
			29.00	LF	\$89.50	Total:	\$2,595.50
11	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL- INCLUDING. 3"ABC)	SUBCONTRACTOR	1,322.50	LF	\$19.00	\$25,127.50	
		MATERIALS			\$0.48	\$634.80	
		EQUIPMENT			\$14.12	\$18,673.70	
		LABOR			\$6.40	\$8,464.00	
			1,322.50	LF	\$40.00	Total:	\$52,900.00
12	REMOVE AND REPLACE CURB IN APRON	SUBCONTRACTOR	-	LF		\$0.00	
		MATERIALS				\$0.00	
		EQUIPMENT				\$0.00	
		LABOR				\$0.00	
			-	LF	\$0.00	Total:	\$0.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
13	REMOVE AND REPLACE SIDEWALK (INCLUDING 3"ABC)	SUBCONTRACTOR	8,711	SF	\$5.10	\$44,426.10	
		MATERIALS			\$0.16	\$1,393.76	
		EQUIPMENT			\$3.84	\$33,450.24	
		LABOR			\$2.00	\$17,422.00	
			8,711	SF	\$11.10	Total:	\$96,692.10
14	REMOVE AND DISPOSE OVER SIZED CONCRETE MANHOLE COLLAR	SUBCONTRACTOR	2	EA	\$730.00	\$1,460.00	
		MATERIALS			\$0.00	\$0.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$35.00	\$70.00	
			2	EA	\$765.00	Total:	\$1,530.00
15	REMOVE RAMP & INSTALL DETECTABLE WARNING (RETROFIT DOMES) INCLUDING 3" ABC	SUBCONTRACTOR	7.0	EA	\$1,165.00	\$8,155.00	
		MATERIALS			\$5.75	\$40.25	
		EQUIPMENT			\$329.25	\$2,304.75	
		LABOR			\$249.00	\$1,743.00	
			7.0	EA	\$1,749.00	Total:	\$12,243.00
16	REMOVE RAMP & INSTALL DETECTABLE WARNING (PARALLEL RAMP AND DOMES) INCLUDING 3" ABC	SUBCONTRACTOR	16.00	EA	\$1,170.00	\$18,720.00	
		MATERIALS			\$7.00	\$112.00	
		EQUIPMENT			\$348.00	\$5,568.00	
		LABOR			\$609.00	\$9,744.00	
			16.00	EA	\$2,134.00	Total:	\$34,144.00
17	PAVEMENT MILLING	SUBCONTRACTOR	23,140.0	SY	\$0.00	\$0.00	
		MATERIALS			\$0.07	\$1,619.80	
		EQUIPMENT			\$2.50	\$57,850.00	
		LABOR			\$0.38	\$8,793.20	
			23,140.00	SY	\$2.95	Total:	\$68,263.00
18	TACK COAT (SS-1H)	SUBCONTRACTOR	4.82	T	\$1,681.00	\$8,102.42	
		MATERIALS			\$205.00	\$988.10	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$0.00	\$0.00	
			4.82	T	\$1,886.00	Total:	\$9,090.52



BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
19	MODIFIED ASPHALTIC CONCRETE (1/2" MIX)	SUBCONTRACTOR	1,627.03	T	\$0.00	\$0.00	
		MATERIALS			\$112.00	\$182,227.36	
		EQUIPMENT			\$19.00	\$30,913.57	
		LABOR			\$9.00	\$14,643.27	
			1,627.03	T	\$140.00	Total:	\$227,784.20
20	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062)	SUBCONTRACTOR	19.00	EA	\$570.00	\$10,830.00	
		MATERIALS			\$0.00	\$0.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$50.00	\$950.00	
			19.00	EA	\$620.00	Total:	\$11,780.00
21	REMOVE, REPLACE WITH NEW HARDWARE TO NUT & ADJUST WATER VALVE BOX AND COVER	SUBCONTRACTOR	26.00	EA	\$670.00	\$17,420.00	
		MATERIALS			\$185.00	\$4,810.00	
		EQUIPMENT			\$15.00	\$390.00	
		LABOR			\$20.00	\$520.00	
			26.00	EA	\$890.00	Total:	\$23,140.00
22	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062)	SUBCONTRACTOR	4.00	EA	\$550.00	\$2,200.00	
		MATERIALS			\$0.00	\$0.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$40.00	\$160.00	
			4.00	EA	\$590.00	Total:	\$2,360.00
23	REMOVE AND REPLACE SURVEY MONUMENTS	SUBCONTRACTOR	3.0	EA	\$205.00	\$615.00	
		MATERIALS			\$0.00	\$0.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$40.00	\$120.00	
			3.0	EA	\$245.00	Total:	\$735.00
24	TRAFFIC CONTROL	SUBCONTRACTOR	1.0	LS	\$210,500.00	\$210,500.00	
		MATERIALS			\$0.00	\$0.00	
		EQUIPMENT			\$0.00	\$0.00	
		LABOR			\$15,360.00	\$15,360.00	
			1.0	LS	\$225,860.00	Total:	\$225,860.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
25	CONSTRUCTION SURVEY	SUBCONTRACTOR	1.00	LS	\$5,000.00	\$5,000.00	
		MATERIALS				\$0.00	
		EQUIPMENT				\$0.00	
		LABOR				\$0.00	
			1.00	LS	\$5,000.00	Total:	\$5,000.00
26	STRIPING AND MARKING	SUBCONTRACTOR	1.00	LS	\$44,946.05	\$44,946.05	
		MATERIALS				\$0.00	
		EQUIPMENT				\$0.00	
		LABOR				\$0.00	
			1.00	LS	\$44,946.05	Total:	\$44,946.05
27		SUBCONTRACTOR					
		MATERIALS					
		EQUIPMENT					
		LABOR					
28		SUBCONTRACTOR					
		MATERIALS					
		EQUIPMENT					
		LABOR					
29		SUBCONTRACTOR					
		MATERIALS					
		EQUIPMENT					
		LABOR					
30		SUBCONTRACTOR					
		MATERIALS					
		EQUIPMENT					
		LABOR					

Total: \$1,496,819.54

SPECIAL PROVISIONS
City of Flagstaff, Arizona
2021 Street Maintenance Program

City of Flagstaff Project Number:
01-21001



Prepared by:
Peak Engineering, Inc.
201 E. Birch Ave. Suite 3
Flagstaff, AZ 86001
PH: 928-774-4046
www.peakegr.com
EMAIL: sam@peakegr.com

Peak Project No: 21COF02

April 28, 2021

DRAFT V1 Submittal

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Appendices:

Appendix A	Edge Improvement Schedule
Appendix B	Additive Additional Crack Seal
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MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2021 REVISION TO THE 2020 EDITION, CITY OF FLAGSTAFF GENERAL PROVISIONS, AND CITY OF FLAGSTAFF ENGINEERING STANDARDS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 GENERAL CONDITIONS

SECTION 104 – SCOPE OF WORK

104.1.1 GENERAL:

(Revise to include the following)

The Project includes milling and overlay (M&O) or chip seal of City of Flagstaff streets in the Northeast and Southeast quadrants of the City. In addition, curb, gutter and sidewalk may be repaired or replaced where hazards or drainage conditions exist for streets requiring a mill and overlay.

Refer to the construction plans for locations and extents of M&O and chip seal work. In general, improvements are located in dispersed locations in west Flagstaff and miscellaneous infill sidewalk in east and west Flagstaff.

The scope of work presented in these Special Provisions and the accompanying construction plans more specifically include the following.

Mill & Overlay

- Paving improvements
 - o Edge milling
 - o Full width milling where medians exist
 - o Isolated full depth pavement replacements at failure areas
 - o Cleaning and sealing of noted cracks
 - o Modified Asphaltic Concrete (MAC) Overlay
 - o Pulverization and reconstruction of isolated roadway segments
- Isolated curb and gutter replacement in areas of drainage impediments
- Isolated sidewalk replacement where concrete panels create a trip hazard or exceed ADA tolerance.
- Isolated reconstruction or replacement of sidewalk ramps and landings for inclusion of truncated domes or for meeting geometric requirements of ramp landings
- Street striping
- Adjustment and replacement of concrete collars around utility appurtenances and survey monuments
- Isolated replacement of water valve cans

Chip Seal

- Cleaning and sealing of noted cracks
- Protection of utility appurtenances and survey monuments
- Placement of bituminous material and cover material (chips)
- Street striping

104.1.2 MAINTENANCE OF TRAFFIC:

(Revise to include the following)

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

See 107.6 for advance notification of work that may impact traffic.

Traffic Safety:

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

Sanitation Pickup:

Regular residential sanitation pickup and Dumpster pick up varies from location to location; coordinate with the City's Environmental Division and the property owner for pick-up days. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Solid Waste Division of the Public Works Department contact is (928) 213-2110. The contact number for Waste Management is (928) 779-6050. If trash or recycle pickup is obstructed by the construction activity, the Contractor will be responsible for proper disposal.

Bulk trash pickup occurs approximately every 5 weeks with the specific schedule found on the City of Flagstaff website at: <https://www.flagstaff.az.gov/DocumentCenter/View/65566/2021-Bulky-Trash-Postcard>.

Emergency Access:

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

US Postal Service Access:

The Contractor shall be responsible for maintaining access for postal service within the project area at all times. The Contractor shall coordinate this work to avoid interruption of mail service. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox in kind, including post and foundation, at no cost to the resident or the City.

The Contractor shall maintain mailboxes, and/or provide temporary mailboxes, so that no disruption of mail service shall occur. If mail disruption is anticipated, the Contractor shall notify the City's Project

Manager, Inspector, affected property owner and/or resident(s), and the Post Office at least 48 hours in advance.

Bus Route:

The Contractor is responsible for coordinating with Mountain Line for road closures, restrictions and possible delays as a result of construction. Contact Anne Dunno, (928) 779-6624.

The Contractor is responsible for coordinating with Flagstaff Unified School District's Transportation Department for road closures, restrictions and possible delays as a result of construction that could impact school bus routes in the work areas. Contact Bob Kuhn, Assistant Superintendent of Operations, (928) 220-2035.

104.1.3 WATER SUPPLY:

(revise to include)

The Contractor is advised that except for public water main flushing and testing, the City will not authorize the use of potable water for construction purposes. The Contractor shall determine the availability of reclaimed water for construction purposes by contacting the City of Flagstaff Utilities Department.

Prior to loading, hauling, and applying reclaimed water, the Contractor shall be required to obtain the necessary permit (no fee) at the Wildcat Hill Wastewater Treatment Plant and will be responsible for complying with all permit requirements.

SECTION 105 – CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS:

(Revise as follows)

The Contractor shall submit electronic copies product data and mix design(s) to the City for review. Only materials to be used on this specific construction project shall be submitted.

The General Contractor shall review and stamp all product data for conformance with the construction documents prior to submission.

Any engineering design performed by others and submitted for review shall bear a seal of an engineer registered in the appropriate jurisdiction and discipline. The adequacy of designs and layouts performed by others rests with the designing or submitting party.

(Revise to include the following)

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION:

See the City of Flagstaff Engineering Standards Division 13-03-006 and Appendix C for the City of Flagstaff Record Drawings Checklist.

105.5 COOPERATION OF CONTRACTOR:

(revise to include)

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

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

Protection of Work: The Contractor is required to protect work during inclement weather. The Contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

105.7 COOPERATION BETWEEN CONTRACTORS:

(revise to include)

A current capital improvements project is under construction in the Coconino Estates neighborhood (adjacent to Thorpe, Aztec and Bonito St). Contractors will coordinate traffic control and trucking routes accordingly.

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

(revise to include the following)

Unless noted otherwise in the contract documents, the Contractor shall lay out the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the City's Project Manager for clarification, before proceeding with the work.

SECTION 106 – CONTROL OF MATERIALS

106.2 SAMPLES AND TESTS OF MATERIALS:

(revise second sentence of the third paragraph to read as follows)

Unless otherwise specified, samples and tests will be made in accordance with either: the Materials Testing Manual of the Contracting Agency; the standard methods of AASHTO, ASTM, or ADOT, which were in effect and published at the time of advertising for bids.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.2 PERMITS:

(revise to include the following)

Erosion Protection and Site Restoration

Erosion control shall be in accordance with Section 431 of the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction. BMP's are shown on the construction documents for the Contractor's use, however the Contractor shall modify BMP's as needed to control erosion. The SWPPP shall be kept and maintained on site during construction.

Measurement and Payment

Measurement shall include all items required to comply with the requirements of the AZPDES permit program and City of Flagstaff requirements. The cost for obtaining and complying with the AZPDES permit, inspection documentation, erosion control devices and all work associated with stormwater protection shall be included in the pay item for SWPPP.

107.6 PUBLIC CONVENIENCE AND SAFETY:

(revise to include the following)

REMOVAL OF PARKED VEHICLES

Whereas on-street parking currently exists within the project limits, the Contractor shall give written notice, describing the proposed work and parking restrictions, to each adjacent business or residence. Written notice (with specific dates of anticipated construction work) shall be given at least **24-hours** in advance of the work.

A special, separate notice is required for the crack seal portion of the work warning the adjacent residents of the dust and other problems associated with that work. In the event that the work requires removal of parked vehicles, the Contractor shall coordinate removal to the nearest convenient side street at the Contractor's expense.

107.7 BARRICADES AND WARNING SIGNS:

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

The Traffic Barricade Manual referred to under this section and thereafter in the Standard Specifications shall be part of VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible.

Prior to construction commencing, the Contractor shall prepare a video recording of the project area that adequately shows each private property within the project corridor to document existing conditions. A copy of this video shall be provided to the City in a viewable format.

As part of the work, the Contractor is responsible for replacing and/or restoring landscaping (including but not limited to fences, gates, brick pavers, retaining walls, landscape rock walls or rock barriers, parking bumpers, driveway materials, private signage, etc.), and any other owner improvements impacted by construction of the project (e.g. water meter and PRV installation, removal of the existing water meter and box, sewer service/clean outs, storm drain/catch basins, fire hydrants, driveway match backs, slope match backs, and gate adjustments) not otherwise called out on the construction plans.

SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS

108.4 CONTRACTOR’S CONSTRUCTION SCHEDULE:

(Revise to include)

It is the intention of the City of Flagstaff that the streets be re-striped prior to opening to traffic.

If the scheduling of the work does not permit re-striping of these streets prior to opening to traffic, lighted vertical panels shall be installed and maintained on 40’ spacing, separating the opposing lanes of traffic and delineating designated turn lanes., until the required re-striping is completed.

In all cases, restriping shall be completed within 48 hours of completion of the surface treatment and opening to traffic. All preformed plastic markings shall be placed within one week of completion of surface treatment and opening to traffic.

SECTION 109 – MEASUREMENTS AND PAYMENTS

109.4 COMPENSATION FOR ALTERATION OF WORK:

(Revise to include)

Allowance and Contingency items will only be paid if explicitly authorized in a City of Flagstaff Construction Field Order from the City’s Project Manager.

PART 200 – EARTHWORK

SECTION 211 FILL CONSTRUCTION:

211.2 PLACING:

(Fourth paragraph, revise last sentence to read as follows)

However, such material shall not be placed within 3 feet of the finished subgrade of the fill.

211.3 – COMPACTING:

(Fifth paragraph; revise last sentence to read as follows)

Each layer shall be compacted to a uniform density of not less than 95 percent, or as directed by the Engineer.

(Sixth paragraph; revise first sentence to read as follows)

When fill material contains by volume over 25 percent of rock larger than 6 inches in the greatest dimension, the fill (up to 4 feet below finished subgrade) may be constructed in layers of a loose thickness not exceeding the maximum size of rock in the material. In no case shall such layers exceed 3 feet in thickness.

PART 300 – STREETS AND RELATED WORK

SECTION 301 SUBGRADE PREPARATION:

(revise to include)

301.2.2 UNSTABLE SUBGRADE:

If it is determined by the owner's representative that the subgrade is unstable for compaction and placement of aggregate base, the contractor shall use one of the following methods to make subgrade stable. This work shall be authorized from the contractor's contingency.

Remove subgrade and replace with additional subbase (minimum of 2 feet of stockpiled asphalt millings), cement treating per MAG Section 311, or the use of geogrid such as Tensar BX1200 with an additional 12 inches of aggregate base per MAG Section 306.

Contractor should consult with Engineer prior to performing work.

Once the suspect areas are stabilized to the satisfaction of the engineer, the normal ABC sub-base should then be installed. The contractor shall take all reasonable efforts to eliminate or reduce construction traffic on the repaired areas.

301.3 RELATIVE COMPACTION:

The work under this section shall be in accordance with the COF Revisions to MAG Uniform Standard Specifications Section 13-21-001-0301.3 as follows:

Revise section to read:

The subgrade shall be scarified and loosened to a depth of 9 inches. When fill material is required, a layer of approximately 3 inches may be spread and compacted with the subgrade material to provide a better bond. The subgrade cut and fill areas shall be constructed to achieve a uniform soil structure having the following density when tested in accordance with AASHTO T-99, Method A; T-191 or ASTM D-2922; and D-3017 with the percent of density adjusted in accordance with the rock correction procedures for maximum density determination to compensate for the rock content larger than that which will pass a No. 4 sieve:

- a. Major streets - 95 percent
- b. Other streets and traffic ways - 95 percent
- c. Curbs, gutter and sidewalks - 95 percent

Modify to add:

Moisture content shall be within two percent of optimum.

301.4 SUBGRADE TOLERANCES:

(revise to read as follows)

Subgrade upon which pavement, sidewalk, curb and gutter, driveways, or other structures are to be directly placed shall not vary more than $\frac{1}{4}$ inch from the specified grade and cross-section. Subgrade upon which sub-base or base material is to be placed shall not vary more than $\frac{1}{2}$ inch from the specified grade and cross-section. Variations within the above specified tolerances shall be compensating so that the average grade and cross-section specified are met.

301.8 PAYMENT:

(revise as follows)

No separate payment will be made for Subgrade Preparation, it is incidental to roadway construction.

(revise to include a new section)

SECTION 305 STREET REBUILDING

305.1 DESCRIPTION:

Certain small areas of the streets to be overlaid are to be rebuilt before overlay. These areas will be marked in the field by the Engineer. This work shall consist of removal and disposal of existing materials, subgrade preparation, and furnishing and placing asphaltic concrete.

305.2 CONSTRUCTION:

The areas may vary in size. The existing pavement, base, and subgrade will be removed to an elevation that will facilitate minimum City of Flagstaff asphalt structural sections in detail 10-09-010. The subgrade will be compacted to 95%. The existing pavements shall be wheel or saw cut back to a neat straight line. The asphaltic concrete (3/4") will be placed and compacted so that it meets the following requirements:

1. The density of the asphaltic concrete is as specified under Section 321.
2. The finished grade of new asphalt can be up to 1/4" above but no lower than the adjacent existing pavement or as directed by owner's representative.
3. The maximum thickness of the new asphaltic concrete is 6" placed in 2 lifts or as necessary to match existing pavement grade.

305.3 MEASUREMENT AND PAYMENT:

Measurement and payment will be made at the contract unit price for each square yard of pavement removed and replaced as directed by the Engineer. Payment will be accepted as full compensation for all equipment, labor and materials used under this item.

SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.2 PLACEMENT AND CONSTRUCTION:

The work under this section shall be in accordance with COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, Section 13-21-001-0310.2.

(revise 3rd paragraph to read)

After placement, the aggregate base course surface shall be true, even and uniform conforming to the grade and cross-section specified. In no case shall the aggregate base course vary by more than 1/4 inch above or below required grade.

310.3 COMPACTION:

(revise 6th paragraph to read)

Unless otherwise noted in the project plans or project specifications, the moisture content of the aggregate base course at the time of compaction shall be the optimum moisture content \pm 2%.

(revise 7th paragraph to read)

The following percent compaction is required:

- | | |
|--|------|
| (A) Below asphalt concrete pavement | 100% |
| (B) Below Portland cement concrete pavement, driveways, curb & gutter, sidewalks, alley entrances, handicap ramps, and catch basins. | 95% |

(modify to add)

Should suspension of operations take place between time of initial base placement and commencement of paving operations, contractor shall place additional aggregate base as required, and reestablish the specified grade, cross sections and compaction prior to paving.

Finish grading of aggregate base may be checked and verified by the Engineer. In areas of new paving, paving cannot commence until the grades have been checked and verified by the Engineer. The Engineer shall be notified once finish grading is ready for verification. The Engineer shall complete his or her checking and verification within 24 hours of notification. If the grades in these areas are found to be unacceptable by the Engineer, the Contractor shall regrade the areas to the satisfaction of the Engineer, at no additional expense to the Owner.

If, during the paving operations "soft spots" in the ABC are noted, they shall be excavated to a sufficient depth and backfilled with compacted ABC material (8" lifts) so that they are eliminated. No additional payments will be made for soft spot repairs, the cost is to be included in the bid price.

310.5 PAYMENT:

(revise as follows)

Payment for aggregate base course shall be included in the contract unit prices for items of work that include aggregate base course.

SECTION 311 PLACEMENT AND CONSTRUCTION OF CEMENT TREATED SUBGRADE

311.2 MATERIALS:

(Second sentence, revise to read)

The soil for the mixture shall consist of the material in the area to be paved or approved selected material.

(Last sentence, revise to read)

The cement content shall be determined by the procedures set forth in AASHTO T136-50 or ASTM D560-67. The selection of a cement content based on compressive strength requirements without regard to freeze-thaw durability will not be allowed.

311.4 CONSTRUCTION METHODS:

(Second paragraph, revise to include the following)

Soil cement base course shall not be mixed with or placed on any frozen material; at the time of mixing and placing, the air temperature shall be 40°F (5°C) and rising, and the surface temperature shall be 45°F (10°C). The soil cement base course shall be protected from freezing for a minimum period of seven (7) days.

SECTION 317 ASPHALT MILLING

317.2 CONSTRUCTION REQUIREMENTS:

(revise to include the following after the second paragraph)

The Contractor is responsible for the removal of pavement as per the typical sections and plans. It is anticipated that the work would be performed with a CMI Roto-mill or similar machine.

The pavement shall be removed with a minimum disturbance to the remaining pavement, curb and other improvements. All paving material removed by milling shall remain the property of the City. Portions of the millings shall be used for shoulder build up as directed and determined by owners' representative. All remaining millings shall be delivered to City property, location to be determined at the pre-construction meeting. All loose material shall be removed from the pavement surface immediately following the milling operation. A pickup broom or other suitable means shall be provided by the Contractor to perform this work. Any cleanup work, by hand brooming or shoveling, needed to pick up loose material shall also be provided by the Contractor.

Where the pavement is milled across a street, causing a significant bump for the traffic, the Engineer may order the milled area patched with temporary pavement. The Contractor shall immediately place milled asphaltic concrete in the rough area and remove this material no more than two hours before that street is overlaid.

The Contractor shall locate and lower, as necessary, any water valve boxes, manhole covers, survey monument boxes or other objects that may interfere with the pavement milling operation. The plans indicate "potential conflicts" which the contractor is responsible for generating quantities and estimating accordingly. Payment will be made for lowering these facilities on a per-unit basis.

The Contractor shall schedule the pavement milling so that no street shall be milled more than ten calendar days prior to its scheduled date for overlay.

SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE:

(Modify to add)

For patching and remove and replacements, asphalt concrete shall be a Type 3/4" dense surface course PG 58-28 for all asphalt paving, unless modified by the Engineer. For this project, a MAG Type C-3/4 surface course shall be taken as equivalent to Type 3/4" surface course.

In addition to the requirements of MAG Specification Section 710, the aggregates and mix to be incorporated into the work must also meet the following requirements:

Test	Test Results
Index of Retained Strength	60 Min.
Compaction of asphalt concrete shall be a minimum of 95% of ASTM D1559-75 Blow Method.	
Minimum temperature as measured at lay down machine to be 275 degrees F.	

321.4 APPLICATION OF TACK COAT:

(Modify to add)

Tack coat applied to vertical surfaces shall be sprayed (pressurized sprayer) or brushed on to ensure total (100%) coverage of the surface. Dribbling, spray bottle or pouring on will not be approved.

321.8 PLACEMENT:

(modify to add)

Asphalt concrete shall only be placed upon a surface of at least 70°F. The temperature of the asphalt concrete of any course, just prior to the dumping of the material from the hauling vehicle, shall be at least 275°F; a lower temperature is allowed if written approval is given by the Engineer. Compaction and finishing shall be completed before the mix has cooled to 180°F. The Engineer may authorize

placement of asphalt concrete upon surfaces having a temperature of 70°F or above, providing those mentioned above and the following conditions are met.

- a. The underlying surface is dry.
- b. The weather is dry and without threat of precipitation.
- c. The temperature of the asphalt concrete mixture is such that the sum of the air temperature plus the temperature of the mixture when placed is between 320°F – 345°F pending on above surface temperatures.

Self-propelled lay down machines shall be used for all paving. This shall include patches larger than ± 40 S.Y. (depending on patch shape) and as directed by the Engineer. Smaller patches may be placed by hand methods if the Contractor can demonstrate adequate placement and finishing control to the satisfaction of the Engineer. The size of the paver shall be approved by the Engineer prior to beginning paving.

321.8.2 JOINTS:

(modify to add)

Cold transverse and longitudinal joints shall be either trimmed back and tacked, or heated with a joint heater. A cold joint shall be defined as any joint which has been placed for 6 hours or longer before adjoining asphalt is placed, unless approved by the Engineer.

The Contractor shall provide sufficient rollers (size and number) to compact the asphalt to the specified density. If the rollers being used do not appear capable of reaching the minimum density (as shown by field test results) paving operations shall be suspended until proper equipment is available.

Coarse aggregate from any and all raking operations shall be removed from the fresh asphalt surface prior to rolling.

321.8.3 ASPHALT LEVELING COURSE:

(modify to add)

An acceptable surface shall not vary more than 1/4 inch from the lower edge of a 10 foot straightedge when placed parallel to the centerline of the roadway.

Asphalt shall not be placed on grade that is frozen.

321.8.4 BASE PREPARATION:

(Modify to add)

If, during the paving operations “soft spots” in the ABC are noted, they shall be excavated to a sufficient depth and backfilled with compacted ABC material (8” lifts) so that they are eliminated. No additional payments will be made for soft spot repairs, the cost is to be included in the lump sum bid price.

321.8.5 SMOOTHNESS:

(modify to add)

The contractor is to supply the 12 foot straight edge and meet the approval of the owner / engineer prior to testing.

321.10.2 GRADATION, BINDER CONTENT AND AIR VOIDS:

(modify first two sentences of the fourth paragraph)

The asphalt cement content shall be considered acceptable if it is within -0.30% to +0.40% of the mix design target value. If the asphalt binder content deviates more than the above amounts from the mix design target value...

(modify next-to-last sentence of the fourth paragraph)

If the resulting average of the asphalt binder content deviates by more than -0.30% to +0.40% from the mix design target value...

321.10.4 ASPHALT PAVEMENT THICKNESS:

(Modify to add #3)

(3) When the deficiency of the pavement thickness exceeds 1/4 inch, the pavement shall be overlaid on the area affected. In no case shall this overlay be less than one City block or 660 feet in length, whichever is less. This overlay shall be placed over the full width of pavement with a new mat of material specified by the Engineer; equal in thickness to the deficiency, but not less than 1 inch in any instance.

321.13 PAYMENT:

Modify to add:

The cost for asphalt concrete pavement and tack coat shall be paid for as part of the appropriate unit bid price for the thickness and type of asphalt concrete specified.

SECTION 326 PLACEMENT AND CONSTRUCTION OF POLYMER MODIFIED ASPHALTIC CONCRETE (MAC)

326.1 DESCRIPTION:

(revise the first sentence to read as follows)

Asphalt concrete overlay consists of milling existing pavements in accordance with the approved plans and placing and compaction of modified asphaltic concrete (MAC) and ADOT 409 Terminal Blend mix over existing asphaltic concrete paving.

Modified Asphalt Concrete (MAC) overlay shall conform to the requirements of SECTION 325 – PLACEMENT AND CONSTRUCTION OF ASPHALT-RUBBER ASPHALT CONCRETE, except as modified herein.

All references to ARAC in Section 325 shall be construed as applying to MAC overlay in section 326.

MAC concrete overlay consists of milling and overlay over existing asphaltic concrete pavement using MAC materials.

326.2 MATERIALS AND MANUFACTURE:

(revise the section to read as follows)

The tack coat, asphaltic concrete mix, modified asphaltic concrete and transportation of the mix shall be as specified in Sections 321, 710, 719 and ADOT Section 409 as amended by the General Provisions and these Special Provisions.

Asphalt cement shall be PG64-28TR+ (MAC) or ADOT 409 Overlay PMRCA PG 64-28TR (ADOT 409 mix – 2" lift or less gradation). The mix designs shall include an antistripping agent when tests on aggregate indicate that the proposed aggregate is subject to stripping. The Contractor shall submit a mix design certified by a registered Professional Engineer for approval not less than fourteen (14) days prior to scheduled paving date. Engineer shall review the mix design in accordance with submittal procedures.

The aggregate gradation and percentage of binder for modified asphaltic concrete shall be in accordance with section 710, 719, M.A.G. 701 or ADOT Section 409 as amended by the General Provisions and Special Provisions.

326.8.6 POLYMER MODIFIED ASPHALT CONCRETE OVERLAY:

(revise to include)

Before placing asphalt concrete overlay, severely raveled areas or cracked areas that are depressed more than $\frac{3}{4}$ inch from the adjoining pavements shall be cut out and patched at least 48 hours prior to the resurfacing operation. Over-asphalted areas or rough high spots shall be removed by burning or blading. Small shrinkage cracks (between $\frac{1}{4}$ inch to $1\frac{3}{4}$ inch) shall be filled in with asphalt sealing compound per Section 337. Large shrinkage cracks (in excess of $1\frac{3}{4}$ inch) shall be filled with $\frac{3}{8}$ " hot mix asphalt per Section 337 and acceptable to the City / engineer.

(new section)

326.8.6.1 PLACING AND CONSTRUCTION METHODS:

Although the great majority of the work is straight-run overlay, the Contractor is cautioned that certain areas require careful treatment. So that the Contractor may review these areas and may account for them fully in his proposal, the City of Flagstaff points out that:

1. In some cases, cross-streets shall be overlaid on the approach. The location and extent of work on cross-streets shall be as outlined by the Engineer prior to beginning the work. However, for estimating purposes, no more than ten (10) cross-street approaches are to be overlaid and included under items of work shown in the Bid Proposal.
2. In areas of odd configuration, care will be taken to tack and overlay, to smooth lines that match adjacent existing pavement, curb, gutter and other controls. Handwork may be necessary.
3. Special care and additional grade control may be required at intersections, at cross-gutters, around returns, along curbs without concrete gutters, at conforms to railroad tracks and cross street and drives, etc. The object is to provide a smooth, attractive surface and to maintain positive surface drainage.

4. Two (2) "screed" men may be required while the lay-down machine conforms at gutter, dips or other places of difficult conform.

5. It shall be the contractors' responsibility to immediately clean up any spillage. Failure to limit spillage and keep the job site cleaned up from such spillage shall be justification to shut the work down until adequate procedures and resources are provided to resolve the problem. Modified Asphalt Concrete shall be delivered and placed at a temperature no higher than necessary for placing, finishing, spreading and compacting, but shall be high enough to accomplish this work. The minimum temperature of the PMA, RAC, HMA, or MAC shall be 275°F. These temperatures will be taken at a point 1 inch below the surface at the point of delivery and may need to be higher if material is found unworkable by the Engineer. Asphalt concrete found deficient in temperature shall be rejected and removed from the job site at no cost to the contracting agency. No free treating fluid shall be present in the truck bodies at the time of asphalt concrete loading. Diesel fuel shall not be used as a treating fluid.

Section 321.6, Corrective Requirements for Deficiencies, shall apply to asphaltic concrete overlay in this contract.

(new section)

326.8.6.2 ADJUSTMENTS:

After installation of an overlay course all necessary frame and cover adjustments for manholes, valve boxes, survey monuments, sewer clean-outs, etc. shall be completed by the contractor within the given segments being surfaced and shall be per City of Flagstaff typical details 9-03-060 and 9-03-62.

326.13 PAYMENT

(revise the section to read as follows)

Payment for tack coat, asphaltic concrete and modified asphaltic concrete shall be in accordance with Section 321.

Payment for crack sealing shall be made in accordance with Section 337.

Payment for pavement milling shall be on a square yard basis in accordance with Section 317 and is to include trucking, disposal, pick up broom, and all work associated with pavement milling. Measurement for pavement milling will be made based on the length of pavement surface actually milled and the width specified or milled, whichever is less.

SECTION 330 ASPHALT CHIP SEAL

330.2.1 ASPHALT:

(Revise to include)

Emulsified asphalt Type CRS-2P shall be used for the chip seal coat. See section 713 for additional specs.

330.3 TIME OF APPLICATION AND WEATHER CONDITIONS:

(Second paragraph; revise second sentence to read as follows)

The ambient air temperature shall be at least 70°F and rising.

(Third paragraph, revise to read as follows)

Asphalt chip seal shall not be performed between October 1 and May 1 unless specifically permitted by the City Engineer.

(new section)

330.4.8 PROTECTION OF UTILITY APPURTENANCES AND ADJACENT PROPERTY:

The Contractor shall protect all manhole covers, water valve boxes, survey monuments, and/or other man-made features so that no bituminous material or cover material remains and so that covers can be easily accessed after sweeping. All adjacent sidewalks and driveways shall be swept and maintained clear of loose cover material.

SECTION 336 PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.2.2 PAVEMENT TO BE REMOVED:

(Modify to add)

The owner or his representative will field mark (in white or pink paint) approximate areas for removal and replacement. The contractor is to call Blue Stake (1-800-STAKE IT) PRIOR to digging or removing pavement.

336.2.3 TEMPORARY PAVEMENT REPLACEMENT:

(Modify to add)

Temporary pavement replacement, as required in Section 601, shall be with UPMTM or an approved equal with a minimum thickness of 2 inches and shall conform to the following requirements:

DESCRIPTION:

1. The paving material shall be composed of an aggregate, as specified herewith, and plant mixed with Unique Paving Material (U.P.M.tm) liquid asphalt blend from the Sylvax Corporation or approved equal. The bituminous material shall be capable of coating wet aggregates without stripping, shall be available in various grades, and permit any one grade to be stockpiled and remain pliable and workable at a temperature of -15°F for a minimum period of 12 months.
2. The paving material shall be capable of maintaining adhesive qualities in an uncovered stockpile or in paved areas which were damp or wet at the time of application for a minimum period of 12 months.

MATERIALS:

1. The aggregate gradation shall meet the following requirements:

Sieve Size	% Passing
3/8 inch	100
No. 4	85-100
No. 8	10-40
No. 16	10
No. 50	0-5
No. 200	2 maximum

2. The aggregate shall also meet the following criteria:

Sand equivalent	45 min.
Crushed faces	70% min.
Flakiness index	25 max.
Absorption	1.0 – 2.5%
Specific gravity	2.55 – 2.75%

3. Bituminous material:

The bituminous material shall be UPMTM liquid asphalt blend from the Sylva Corporation or approved equal. When prepared from a base asphalt stock of either AC-10 or AC-20 and blended, it shall meet the following requirements:

Flash point (TOC)	200°F (94°C) min.
Kinematic Viscosity @140°F (60°C)	1000 – 4000 cSt
Water	0.2% max.

Distillate Test

(volume of original sample)

To 437°F	0%
To 500°F	0 – 55%

To 600°F	0 – 20%
Residue from Distillate @ 680°F	78 – 95%

Residue Test:

Absolute Viscosity @ 140°F	125 poises
Penetration	200 min.
Ductility @ 39°F	100 min.
Solubility in Trichloroethylene	99% min.

4. Composition of Mixture:

The mixture shall consist of an aggregate as specified and a bituminous material as specified mixed in such a manner as to contain approximately 6% of bituminous material per finished ton.

5. Preparation of Mixture:

The asphalt shall be heated to a temperature between 150°F and 300°F and mixed with the heated aggregate until all aggregates are uniformly coated. The mixed temperature shall not exceed 170°F.

6. Plant and Equipment:

A batch-type mixer of approved design and capacity shall be used in mixing the ingredient materials.

(new section)

336.2.5.1 EXCESSIVE CRACKS / VOID FILLER:

Prior to any overlay construction the contractor is to fill in all pavements cracks per section 337.

(new section)

336.2.5.2 EXCESSIVE RUTTING AND SHOVING FILLER:

Prior to any overlay construction the contractor is to fill (microsurface) in all pavements rutting / shoving in excess of ½" (depth) with the appropriate size (gradation) Hot Mix Asphalt.

336.5 PAYMENT:

(Modify to add)

Payment for pavement matching (patch) will be made on the basis of square yards under the Remove and Replace 4" AC Patch line item. Payment for crack / void excessive rutting and shoving filling will be made on the basis of tons.

SECTION 337 ASPHALT PAVEMENT CRACK SEALING AND CRACK FILLING

(revise as follows)

337.1 DESCRIPTION:

Crack sealing shall consist of blowing out loose material and sealing all cracks wider than 1/4 inch and narrower than 1 3/4" with an approved crack sealant.

For edge mill streets: crack sealing shall take place prior to milling.

For full-width mill areas: crack sealing shall take place after any specified milling and prior to placement of overlay.

The locations identified in Appendix B will receive only crack sealing.

337.2 MATERIALS:

The crack sealant shall be composed of asphalt, reclaimed and or virgin synthetic rubber, and polymer modifiers. The material shall be approved by the Engineer prior to notice to proceed and shall meet the following requirements:

TEST	METHOD	REQUIREMENT
Softening point	ASTM D-36	200° F. Min.
Cone penetration @77°F	ASTM D-3407	30 Min.
Resilience @77° F	ASTM D-3407	40% Min.
Flow	ASTM D-3407	3 mm Max.
Safe heating Temperature		410° F. Min.

Crack sealant shall be applied in accordance with manufacturer's recommendation.

337.4 APPLICATION OF CRACK SEALANTS AND CRACK FILLERS:

(Modify to add)

Cracks in existing pavements 1/4 inch wide or wider shall be sealed. Cracks that are wider than 1 3/4" shall not be filled with crack sealant, but shall be filled with 3/8" hot mix asphalt. Crack sealing shall not be done after the street edges have been milled if applicable. **Those cracks that are filled with dirt shall be blown out to a depth of no more than 1 1/2".**

Crack sealant shall be placed to an elevation approximately 1/4" below the pavement surface. Sealant on the pavement surface shall be minimized. Should traffic pick up the crack seal material, the contractor shall provide and apply sand or a **very light** application of fine graded sand to protect the sealant. If the contractor opens the roadway to traffic before the sealant is set, sand application will be done at the contractor's expense.

337.6 MEASUREMENT:

Crack sealant shall be measured by the ton complete in place. The method of accounting for the material shall be discussed at the preconstruction conference and shall be acceptable to the Engineer. No separate measurement will be made for any sand necessary to prevent pickup by traffic.

337.7 PAYMENT:

Payment will be full compensation for furnishing and placing all materials specified and used and shall include all labor, traffic control, equipment, tools and incidentals necessary to complete the work as prescribed and directed by the Engineer. All costs for sand or Portland cement will be included in the unit price for crack sealant.

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

340.1 DESCRIPTION:

(revise to include the following)

Appendix A is included to describe the location and approximate quantities of removals and replacements. Actual limits of removal and replacement will be as directed by the Engineer. Concrete valley gutter shall be constructed in accordance with City of Flagstaff Detail 8-06-010.

340.2 MATERIALS:

(revise to read)

Concrete shall be Class A, containing 5 to 7% air entrainment, and conforming to applicable requirements of Section 725.

Curb & gutters, sidewalks, driveway aprons and handicapped sidewalk ramps shall be constructed on three (3) inches of aggregate base course. Valley gutters shall be constructed on eight (8) inches of aggregate base course. No direct payment will be made for aggregate base course. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. The contractor is to field verify number of dome panels needed for each ramp and bid accordingly. No additional payment will be made for "wider" ramps.

340.2.1 DETECTABLE WARNINGS:

(revise to include the following)

Detectable warnings shall consist of raised truncated domes aligned in a square grid pattern in conformity to the Americans with Disabilities Accessibility Guidelines. Truncated domes shall have the following nominal dimensions: base diameter of 0.9 inches, top diameter to 0.4 inches, height of 0.2 inches, and dome spacing center-to-center spacing of 2.35 inches, measured between the most adjacent domes on the square grid. Detectable warnings shall contrast visually with adjoining surfaces. The material is to be durable with non-slip surface not subject to spalling, chipping, or separation. Uncoated

Cast iron per East Jordan Iron Works or approved equal is to be used. The owner is to specify the color of the panels.

The following is a table of the approved suppliers. Contractor is to use one of the following suppliers or an approved equal.

DURALAST® Cast Iron: Coated or Uncoated	East Jordan Iron Works	(800-874-4100) http://www.ejiw.com
Cast Iron: Coated or Uncoated	Neenah Foundry Co	(800-252-5801) http://www.nfco.com
IRON PED Cast Iron: Coated or Uncoated	Manufactured by Neenah Foundry Co	(763-478-8128) http://www.ironped.com
CAST-DWD™ or CAST CORP Cast Iron: Coated or Uncoated	Cast Corporation	(218-263-8510) http://www.castcorporation.com
CAST-DWD™: Coated or Uncoated	Pioneer Detectable, LLC	(262-370-5355) (877-270-3663) http://www.metadome.com

340.3 CONSTRUCTION METHODS:

(revise to include the following)

The longitudinal extent of any curb and gutter removal, replacement necessary because of nonconformity with the plans or specification, and replacement due to damage prior to acceptance shall not be less than the appropriate contraction joint spacing.

340.3.1 SUBGRADE PREPARATION:

The subgrade shall be compacted to a relative density of 95% max density.

340.3.7 FORM REMOVAL AND FINISHING:

The Contractor shall take extra precaution to protect all freshly poured concrete from vandalism. The Contractor shall coordinate placement of all new concrete with businesses and residences a minimum of forty-eight (48) hours in advance of the work. Night work, admixtures to accelerate hydration and setting of concrete and protective coverings should be considered by the Contractor to ensure that the finished concrete is free from any defects. Refer to MAG Specifications 107.10.

Concrete finishes shall be as called-out on the plans, details and in these Special Provisions. Any concrete finish that does not meet these requirements shall be removed and replaced at the Contractor's expense.

340.5 MEASUREMENT:

(revise to include the following)

No separate measurement or payment will be made for saw cutting necessary for removal of pavement, curb, valley gutter or aprons. No separate measurement or payment will be made for 3" ABC under sidewalk or sidewalk ramps. The cost of saw cutting and ABC is to be measured and paid in the associated work items.

Measurement or payment for Remove Sidewalk & Install Sidewalk Ramp shall include all costs associated with special forming and handwork to construct the MAG 236-5 or 238-2 curb ramps including the curb at the back of the ramps. Measurement and payment will also be made of the necessary curb and gutter removal and replacement for the curb ramp. Measurement and payment will also be made of the necessary sidewalk removal and replacement through the curb ramp.

Measurement or payment for ramp retrofit shall include all costs associated with special forming and handwork to construct the curb ramps (as detailed on the plan sheets) including the curb at the back of the ramps if applicable. Measurement and payment is per each and includes truncated domes and formwork. The curb and gutter and concrete is measured separately in their respective pay items.

SECTION 345 ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION:

(revise to include the following)

The adjustment of manhole frames and covers and water valve boxes shall be done in accordance with City Standard Drawing 9-03-060 and 9-03-062. The contractor is cautioned that only straight, centered (relative to adjustment pavement or concrete) valve boxes that conform to City Detail 9-03-060 will be acceptable. The Engineer will provide the contractor necessary direction for the appropriate adjustment or replacement of each valve box and cover.

In mill and overlay areas, all existing valve boxes, meter boxes, manhole covers, survey monument boxes, or similar items designated to remain in service shall be temporarily lowered prior to milling, so as to not impede milling operations.

The contractor is to supply a new valve box and cover, as directed by the Engineer, to replace existing tops that are broken, non-standard or defective. Payment for furnishing of new valve boxes and covers supplied shall be at the bid unit price for Remove water valve box and cover, Supply and adjust new valve box & cover to finished grade bid item.

In all mill & overlay areas, the entire valve box and cover shall be excavated, removed and replaced under the Remove water valve box and cover, Supply and adjust new valve box & cover to finished grade bid item. This item includes excavation to the valve nut, removal of the old box and cover, a new complete valve box and cover as well as the adjustment to grade.

Any usable valve box and covers removed under this contract shall remain the property of the City. The water valve box and covers that require removal and replacement shall be excavated and installed prior to the overlay. Final adjustments shall be made after repair and resurface of existing pavement.

On the proposed streets where the existing manhole collars are bigger than current City of Flagstaff standards additional labor and materials will be needed. When the contractor lowers the existing manholes, they are to remove the existing collars and fill the void with HMA per section 321 and place a new collar around the manhole frame per the City of Flagstaff Standard Detail 9-03-062. Payment for the HMA for collar patching only will be per unit cost for manhole lowering on each street.

The Contractor will be required to keep a record of locations of each frame or box as per the following:

1. For those boxes and frames readily visible, the Contractor will make reference points which will allow him to accurately locate frames and boxes after they are covered. It will be the Contractor's responsibility to preserve these reference points.
2. For those boxes and frames not visible before surface treatment, utilities representatives will locate frames and boxes, making a mark at each location. It will be the Contractor's responsibility to preserve these marks and all reference marks as required and identified in item 1 above.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 TRAFFIC CONTROL

401.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 401 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

401.4 TRAFFIC CONTROL MEASURES:

(revise to include the following)

The streets shall remain open to through traffic at all times. One lane of traffic shall be open at all times on Forest Ave, Lake Mary Rd., Woodlands Village Blvd., Plaza Way, Bonito St., Postal Blvd., and Ponderosa Pkwy . Other streets not listed but included in the program may be managed with local closures at the discretion of the City's Project Manager.

Prior to any construction, the contractor is to submit a traffic and pedestrian (if applicable) control plan for revisions and approval.

The Contractor is to supply and install, at 40-foot spacing, temporary raised pavement markers along the existing pavement stripes on the streets identified on the plans. Temporary raised pavement markers shall be as supplied by Davison Plastics Company or approved equal. The furnishing and installation of temporary raised pavement markers shall be considered incidental and included in the price bid for Traffic Control.

401.5 GENERAL TRAFFIC REGULATIONS:

(Revise to be added)

The contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

Existing traffic signs, including stop, yield and street name signs shall be maintained by the contractor until such time as construction renders them obsolete. The contractor shall be responsible for furnishing and installing all permanent traffic signs as required by the construction plans and specifications.

401.6 MEASUREMENT:

(revise to read)

Traffic control shall be measured as a single lump sum over the duration of the project.

401.7 PAYMENT:

(modify to add)

Payment for traffic controls shall be a single lump sum.

SECTION 405 SURVEY MONUMENTS

405.1 DESCRIPTION:

(revise to include the following)

All right-of-way centerline monuments shall be set as part of this project. Existing right-of-way monuments shall be reset in accordance with Section 13-03-005-0004 of the City Engineering Standards. In locations where right-of-way centerline monuments are missing, monument locations shall be calculated by a registered land surveyor in the State of Arizona and new monuments shall be set by the same.

405.2 MATERIALS:

(revise second paragraph to read)

All concrete shall be Class A with 5 to 7% air entrainment

405.3 CONSTRUCTION:

(revise to read)

Survey monuments shall be set by a licensed land surveyor registered in the State of Arizona. Survey monuments shall be installed accurately per City of Flagstaff Engineering Detail 3-02-070

Monument information shall be documented in accordance with section 13-03-002-0007 of the City Engineering Standards. Information on the as-built plans shall be furnished by a registered land surveyor and include all the information listed in the City engineering standards, Section 13-03-002-0007(I). including, but not limited to: City assigned point number, street location, monument type, and NAVD88 elevation. The surveyor shall prepare and record a Record of Survey map showing the monuments found and set. This map shall include the City's unique identifying number for each point. The Result of Survey shall be reviewed and accepted by the City prior to recordation.

Any survey monuments with boxes and covers shall be adjusted to grade by the Contractor without disturbing the survey monument.

405.4 MEASUREMENT:

(revise as follows)

Survey monuments shall be measured by lump sum for all monuments constructed and accepted.

SECTION 700 - MATERIALS

SECTION 702 BASE MATERIALS

702.1 GENERAL:

(Revise to include the following)

The aggregate base course will be clean, free of organic matter, and be of such a nature to be compacted to a dense, firm layer capable of supporting loaded trucks and self-propelled pavers without rutting. Volcanic cinders shall not be used for base materials.

702.2 PHYSICAL PROPERTIES:

(Table 702, revised to read as follows)

For aggregate base, the percentage by weight passing the No. 200 sieve shall be limited to no more than 10 percent.

SECTION 710 ASPHALTIC CONCRETE

710.2.1 ASPHALT BINDER:

(revise the section to read)

The asphalt to be mixed with the mineral aggregate shall be paving grade asphalt conforming to AASHTO Designation MP1, *Standard Specification for Performance Grade Asphalt Binder* and shall be 58-28 for the patching, 68-28TB+ for the MAC unless otherwise specified in the special provisions or approved by owner.

710.3.2.1 MARSHALL MIX DESIGN:

(revise to include the following)

Marshall mix design criteria will be used for both 3/4" and MAC. The aggregates and mix to be incorporated into the work shall also meet the following additional requirements:

Test	Acceptable	Test Results
AC TYPE Test	3/4"	½" MAC
Absorbed Asphalt Range (ASTM 1559)	0 - 1%	0 - 1%
Combined Water Absorption (AASHTO T-84)	0 - 2.25%	0 - 2.25%
Marshall Stability (ASTM D1559)	1800 min	1,000 min
Flow (ASTM D1559) Units of .01 inches	8 to 18	15 min
Air Voids Content (mix)	3% to 5%	3% to 5%
Tensile Strength Ratio (TSR) (AASHTO T 283, with optional freeze cycle)	0.75 min	0.75 min
Sodium Sulfate Soundness (AASHTO T-104)	12 % max	12 % max

Percent Carbonates (Arizona test Method 238)	30 % max	30 % max
Binder Content	5.3% to 6.0%	5.5% to 7%

All asphaltic concrete and modified asphaltic concrete shall contain a minimum of 1% Portland cement or dry hydrated lime by weight of total aggregate added to the aggregate in a pug mill prior to addition of the binder. The moisture content of the aggregate immediately prior to the addition of the admixture shall be a minimum of 3.0 %.

The contractor shall furnish the engineer with a job-mix formula for asphalt concrete not less than ten (10) days in advance of actual placement of the material. The job-mix formula, upon approval of the Engineer, shall be used to establish the standards to which field test results will be compared and to determine compliance of the materials furnished with all physical properties of the composite mix and its individual components as shown on the approved job-mix formula. The job-mix formula, with the allowable tolerances for a single test shall be used for monitoring compliance with the specifications.

The maximum permissible variation in the daily Marshall Plug unit weight from the unit weight shown in the approved job-mix shall be +/- 3%. If the unit weight of the Marshall Plug deviates from the permissible variation by more than 1%, production shall be halted until such time as the excess variation is corrected; payment will be reduced in accordance with Table 321-2.

The aggregate and mix to be incorporated into the work shall also meet the following requirements:

TEST	ACCEPTABLE TEST RESULTS
Loss on Abrasion (ASTM C0131 and/or ASSHTO 96) after 500 revolutions	40 Max.
Absorbed Asphalt Range (ASSHTO T-245)	0 – 1%
Combine Water Absorption (ASSHTO T-84)	0 – 2.25%

All asphaltic concrete shall contain a minimum of 1% Portland Cement or dry hydrated lime by weight of total mixture.

Revise the percent of asphalt range for B-1 and 3/4 inch asphaltic concrete from 5.0 to 6.0% to 5.3 to 6.0%.

The asphalt cement content shall be considered acceptable if it is within -0.30% or +0.40% of the mix design target value.

See Section 719 for additional modified asphaltic concrete specifications.

SECTION 713 EMULSIFIED ASPHALTS MATERIALS

713.1 GENERAL:

(Revise to include the following)

REQUIREMENTS FOR ANIONIC/CATIONIC EMULSIFIED ASPHALT

CATIONIC RAPID-SETTING POLYMER-MODIFIED ASPHALTIC EMULSION, CRS-2P

Test Description	Test Method	Min	Max
TEST OF EMULSION			
Viscosity, SFS @ 122 F	D244	125	400
Settlement, 5 days, %	D244		5
Storage Stability 1 Day, %	A244		1
Class, Un-coated Par	A502	60	
Particle Charge Test	D244		+
Sieve Test, %	D244		0.30
Oil Distillate, % V of Emulsion	D244		3
Residue by Distillation, %	D244	66	
Tests on Residue by VACUUM RECOVERY A512			
Viscosity, ABS, Poise @ 140 F	D2171	1800	2800
Pen @ 77F, 100g/5 sec, Dmm	D5	40	90
Ductility, 77F, 5 cm/min, Cm	D113	40	
Solubility in TCE, %	D2042	97.5	
Toughness, inch-pounds	(1)	150	
Elastic Recovery by means of Ductilometer, %	T301	58	
Tenacity, inch-pounds	(1)	110	
Polymer Content (by wt. Of solids) %	CAL-401	2.5	

TEST ON RTFO RESIDUE			
Aging Ratio, ABS viscosities	D2171		2.5
POLYMER REQUIREMENTS			
Melt flow rate, dg/min 190 C	D1238		45

- 1) Benson method of toughness and tenacity: Scott tester, inch-pounds @ 77°F, 20 inches per minute pull. Tension head 7/8" diameter.
- 2) Upon standing undisturbed for a period of 24 hours, the emulsion shall show no white milky film upon the surface.
- 3) The base asphalt shall be modified prior to emulsification.
- 4) The emulsion shall be precertified prior to use. A one-quart sample each of the base asphalt and polymer shall be supplied to the agency 10 days in advance to the project start.

SECTION 716 COVER MATERIAL

716.1 GENERAL:

(First paragraph, revise to include the following)

No volcanic cinders will be acceptable for cover material.

716.2.3 GRADATION:

(Tables 716-1 and 716-2, revise to read as follows)

GRADATION CM-11

Sieve Size	% Passing
3/8 inch	100
No. 4	0-40
No. 8	0-5
No. 200	0-2.0

SECTION 719 POLYMER MODIFIED ASPHALT CONCRETE

719.1 DESCRIPTION:

(revise to include a new section as follows)

Modified Asphalt Concrete (MAC) shall consist of a mixture of paving asphalt, modifiers and mineral aggregate which, with the addition of mineral filler and blending sand as may be required, shall be mixed at a central mixing plant in the proportions hereinafter specified to provide a homogeneous and workable mixture.

Modified Asphaltic Concrete (MAC) shall consist of furnishing asphaltic concrete with binder meeting the requirements of either:

- Rubberized Asphaltic Concrete (RAC)
- Polymer Modified Asphalt Concrete (PMA)
- Polymer Modified Rubberized Asphalt Concrete – Dry Process (PMRAC)
- SHRP graded PG64-28TR = (TR+)

Paving asphalt at the locations shown on the plans in accordance with the following specifications.

Within 10 calendar days of notice of award, the contractor shall submit in letterform, the name of the supplier and a type of MAC to be supplied.

Two weeks prior to construction the Contractor shall submit three (3) gallons of the modified asphalt binder for testing. Application and testing will be in accordance with MAG 321 as amended by the General Provisions and Special Provisions.

719.2 MATERIALS:

719.2.1 BINDER:

The asphalt rubber binder in the mix shall comply with MAG Section 717 and 335 except the rubber shall be type II and the minimum rubber content for RAC shall be 17% as a percentage of total binder. Asphalt cement for all MAC shall meet the requirements of PG 64-28TR+ as per AASHTO MP-1 Table I. Polymer shall be Type SBS and shall be 5.5% to 7% of the total binder for PMA. Twenty percent of the modifier for PMA shall be ground tire rubber. The PMA shall be such that the materials conform to the specification requirements. Ground rubber shall be Type II with the following gradation:

Gradation - Ground Rubber (Type II)

Sieve Size	% Passing
No. 10	100
No. 16	70-100
No. 30	25-60
No. 50	0-20

No. 200	0-5
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Binder for Rubberized Asphaltic Concrete (RAC) shall conform to the following specifications:

Parameter	Requirement
Apparent viscosity, centipoise, 350°F, Spindle 3, 20 RPM (ASTM D2196)	1500-6000 Centipoise
Penetration, 77°F, dmm, 100g, 5 sec (ASTM D-5)	25 minimum 90 maximum
Penetration, 39.2°F, dmm, 200 g, 60 sec (ASTM D-5)	15 minimum
Cone Penetration, 77°F, dmm, 150g, 5 sec (ASTM D-5)	25 minimum
Resilience, 77°F, % (ASTM D-3407)	20 minimum
Softening Point, °F (ASTM D-36)	135 minimum
TFOT Residue (ASTM D1754) Penetration Retention, 39.2°F, %"	75 minimum

Haake type viscosity may be substituted for field control

Binder for Polymer Modified Asphaltic Concrete shall conform to the following specifications:

Specification:	ASTM	SPEC. LIMITS	
ORIGINAL ASPHALT	METHOD	MIN.	MAX.
Penetration, 39.2 F (200g/60 sec), dmm	D5	25	
Penetration, 77 F (100g/5 sec), dmm	D5	40	90
Softening point, F	D36	180	
Flash point, F	D92	450	
Ductility, 39.2, F (5 cm/min), cm	D113	30	
Ductility, 77 F (5 cm/min), cm	D113	100	
Viscosity, 275 F, cst	D2170	1000	

Recovery, 39.2 F, %	D113 MOD	60	
Solubility in Trichlorethylene %	D2042	99	

AGED ASPHALT (RTFO)	METHOD	MIN.	MAX.
Retained Penetration, 77 F, %	D5	60	
Viscosity Ratio, 275 F, %	D2170		1.5
Softening Point, F	D36	175	
Ductility, 39.2 F (5 cm/min), cm	D113	20	

The asphalt binder modifier for the PMA shall contain a minimum of 20% recycled material.

The Polymer Modified Rubberized Asphalt Concrete – Dry Process (PMRAC-DP) and SHRP graded PG64-28TR+ shall conform to requirements of Superpave Grade PG64-28 (AASHTO MP-1 and MAG Section 335) except as follows:

		PMRAC-DP	PG64-28TR+
Test Properties	Test Method	Specification	Specification
Scrap whole tire rubber (Type II) content, %, Minimum		17.0	8.0
Trans-polyoctenamer rubber polymer (TOR), %, Based on the weight of the tire rubber		4.5	
SBS Polymer content %, Minimum			2.0
Original Testing COC Flash Point, °C, Minimum	ASTM D92	232	232
Softening Point, °C, Minimum	ASTM D36	50	50
Elastic Recovery, 10°C, 10cm, % recovery/1hr, Minimum	ASTM D6084	55	55

Solubility in Trichloroethylene, Minimum, %	ASTM D2042	97.5	97.5
Dynamic Shear, 64°C, 10 rad/sec,	AASHTO TP5	1.00	1.00
Dynamic Shear, 25°C, 10 rad/sec, G*/sin delta, kPa, Maximum		75	75
RTFO Residue Testing	AASHTO TP5		
Dynamic Shear, 64°C, 10 rad/sec, G*/sin delta, kPa, Minimum		2.20	2.20
PAV Aging Residue Testing	AASHTO TP5		
Dynamic Shear, 25°C, 10 rad/sec, G*/sin delta, kPa, Maximum		5000	5000
Bending Beam Rheometer	AASHTO TP5		
Creep stiffness, -18°C, MPa/60 sec, Maximum		300	300
M-Value, -18°C, 60 sec, Minimum		0.300	0.300

719.2.2 AGGREGATE

Aggregate shall conform to Section 710.2.2 as amended by the Special Provisions.

The aggregate gradation will be as follows:

Sieve Size	% Passing
5/8 inch	100
½ inch	96-100
3/8 inch	78-92
No. 4	28-42
No. 8	12-25
No. 30	10 +/- 5

No. 200	5 +/- 2
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(new section)

719.2.2.1 AGGREGATES CHARACTERISTICS

Combined aggregates shall conform to 710.2.2 except the minimum sand equivalent shall be 65 and at least 85% by weight of the aggregate retained on the #8 sieve shall consist of particles with at least one rough, angular surface produced by crushing.

719.2.3 MINERAL ADMIXTURE:

(revise to include)

Mineral filler and anti-stripping agent shall be as per Section 710.2.3.

719.3 MIX DESIGN REQUIREMENT:

The provisions of 710.3 MIX DESIGN REQUIREMENTS shall apply to MAC except that:

References to asphalt, liquid asphalt, bituminous cement shall be changed to "binder conforming to 714.2.1."

For estimating purposes, the percentage of binder in the MAC shall be 7% for PMA and RAC. For estimating purposes, the percentage of binder in the MAC shall be 7% for TR+ and for PMRAC-DP. The exact amount of binder in the MAC shall be subject to the Engineer's approval after review of the contractor's job mix formula and materials submittals. Marshal mix design criteria will be used for MAC.

(new section)

719.4 TRANSPORTATION AND DELIVERY REQUIREMENTS:

The provisions of 710.6 shall apply for MAC.

SECTION 725 PORTLAND AND CEMENT CONCRETE

725.1 GENERAL:

(Revise to read as follows)

As tested in accordance with ASTM C-39, the maximum slump shall be 4 inches, or as specified in the special provisions, when tested in accordance with ASTM C-143.

Class AA concrete, with 5 to 7% entrained air, shall be used for all valley gutters and as specified.

Class A concrete shall be used for concrete structures, either reinforced or non-reinforced. Additionally, Class A concrete with 5 to 7% entrained air shall be used for all curbs, gutters, sidewalks, and exposed structures except as may be specified otherwise.

Class B concrete shall be used as specified, except 5 to 7% entrained air shall be included for all exposed structures.

Class C concrete may be used for thrust blocks, encasements, fill or over excavation, and/or other purposes as approved by engineer.

725.3 AGGREGATES:

(First paragraph, after the second sentence, revise to include the following)

Aggregates must be subjected to five cycles of the sodium sulfate soundness test in accordance with the requirements of AASHTO T-104. The total loss shall not exceed ten percent by weight of the aggregate as a result of the test.

725.4 WATER:

(Last paragraph, revise to include the following)

Water shall be sampled and tested in accordance with AASHTO T-26.

(new section)

SECTION 797 PAVEMENT MARKINGS

797.1 GENERAL:

This work shall consist of cleaning and preparing the pavement surface, and applying longitudinal and transverse pavement markings as indicated on the plans or as specified herein.

Reference and incorporate appropriate portions of the Arizona Department of Transportation *Standard Specifications for Road and Bridge Construction – 2008* (hereinafter ADOT SS) as indicated below.

797.2 MATERIALS AND INSTALLATION:

797.2.1 LONGITUDINAL PAVEMENT MARKINGS

This item of work shall apply to all longitudinal pavement markings, as well as any other markings not specified to be pre-formed plastic.

Permanent Markings: All permanent pavement markings shall be furnished and installed in accordance with ADOT SS 708.

Temporary Markings: Temporary longitudinal pavement markings, when approved, shall be furnished and installed in accordance with ADOT SS 701-3-05.

797.2.2 TRANSVERSE MARKINGS, SYMBOLS AND LEGENDS:

This item of work shall apply to all lane use arrows, all transverse pavement markings such as crosswalks and stop bar markings, and all pavement legend markings, except for bicycle lanes Permanent transverse pavement markings shall be either:

Applied thermoplastic, vurnished and installed in accordance with ADOT SS 704, with a minimum 70 mil applied thickness, or

Preformed markings, furnished and installed in accordance with ADOT SS 705.

Temporary Markings: Temporary transverse pavement markings, when approved, shall be furnished and installed in accordance with ADOT SS 701-3-05

797.3 CONSTRUCTION PROVISIONS:

The Contractor shall as-built and reference the existing lane striping and markings prior to construction. Unless noted otherwise on the plans or in these Special Provisions, the configuration of new lane striping and marking shall match that of the existing.

The contractor is responsible for layout of the revised striping. The striping quantities do not include the revised striping for these revisions. The contractor shall estimate the cost of the pavement markings necessary to make the revisions indicated and include those costs in the amount bid.

All new painted pavement markings placed under this contract shall receive a double application of traffic paint. The second application shall be applied no sooner than 3 hours after the first application.

All existing bike lane stripes are to be replaced as 6" wide solid white stripes. (Existing bike lane stripes may now be 4" wide) The existing bike lane symbols and cross walks are to be replaced in accordance with bike lane assembly details and piano key cross walk details shown on the plans.

Bike lane diamonds are no longer required.

Double yellow centerline is to be replaced with a 6" space between the two 4" stripes.

All crosswalks and stop bars shall be replaced with thermoplastic paint. Crosswalks shall be striped in a "piano key" configuration. All lengths of crosswalks are given in the lengths of the crossing at the intersection, not the length of thermoplastic needed for the crosswalk. It is the contractor's responsibility to determine how much thermal plastic paint is needed to install the piano key crosswalk at the given lengths of the crosswalks.

All turn lane symbols, and bike assembly markers must be replaced with thermoplastic or preformed tape. If the striping is not a typical longitudinal lane marker stripe, it must be thermoplastic or preformed.

797.4 MEASUREMENT AND PAYMENT:

Pavement markings shall be measured and paid for as a single lump sum, to include the cost of all preparation, materials, layout and application, including the cost of those changes shown on the plans or included in the Special Provisions.

END OF SPECIAL PROVISIONS

APPENDIX A

APPENDIX B

APPENDIX C

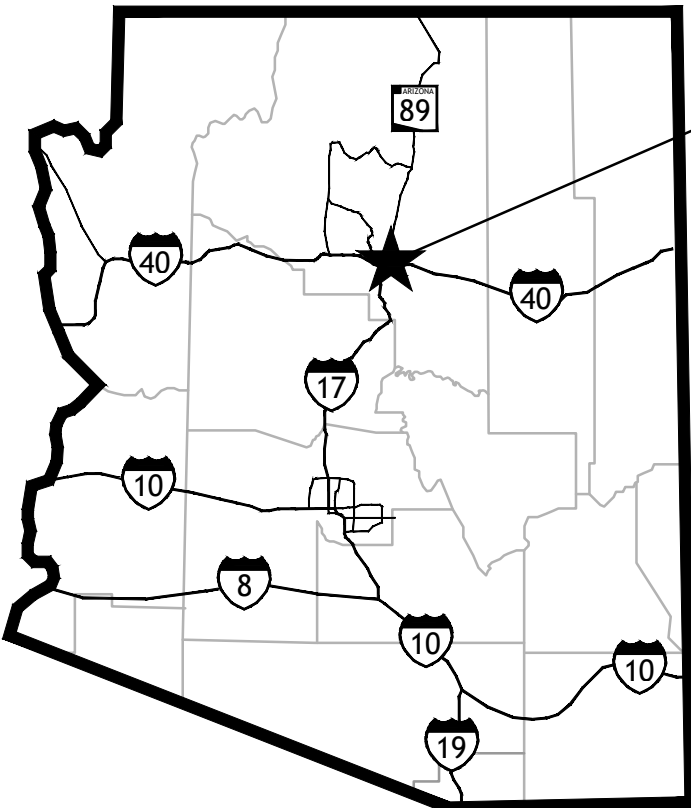
CITY OF FLAGSTAFF

2021 STREET MAINTENANCE PROGRAM

COF PROJECT NUMBER 01-19001

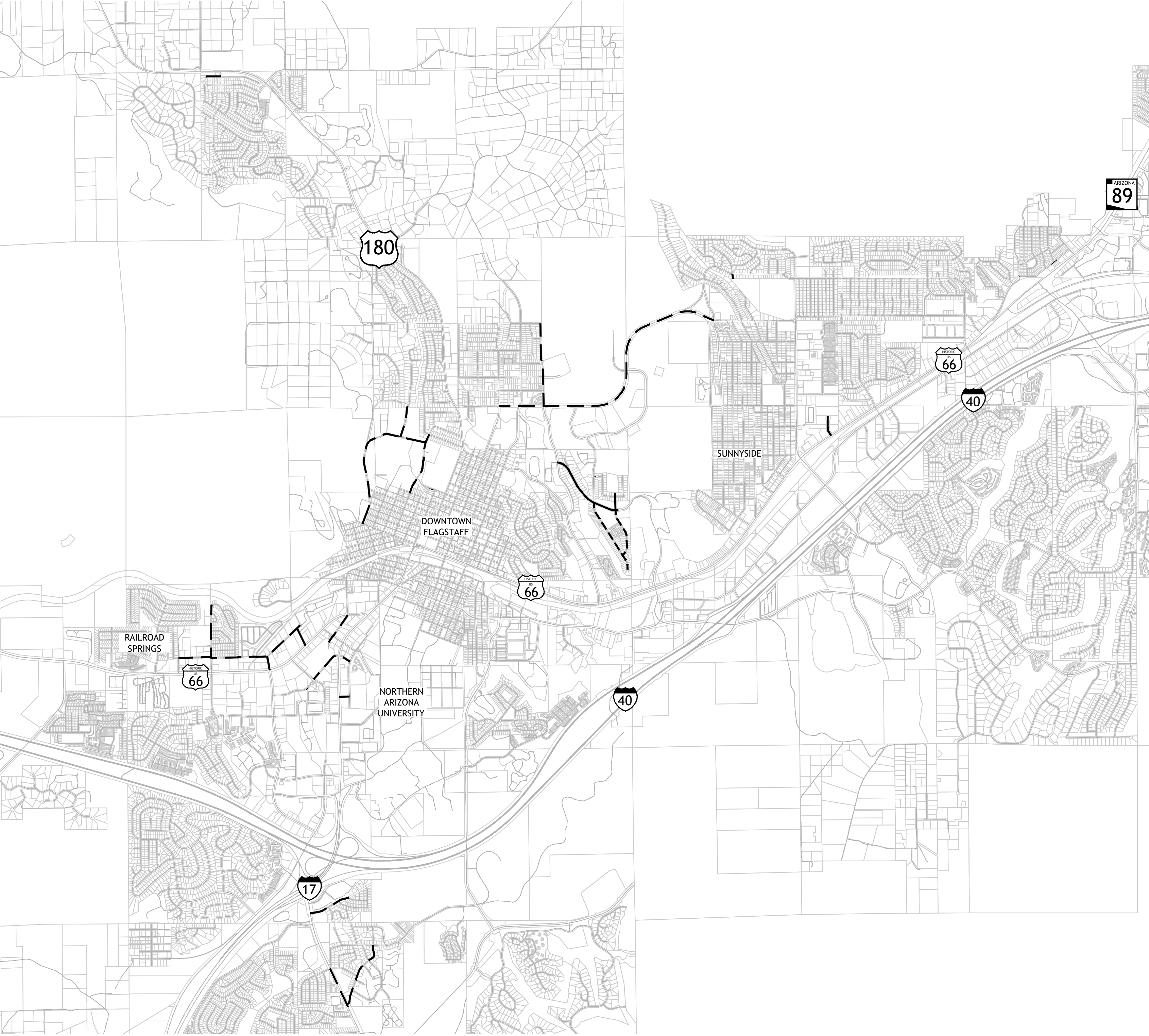
CIVIL IMPROVEMENTS SHEET INDEX

- C1.0 COVER
- C1.1 NOTES AND LEGEND
- C1.2 PROJECT MAP
- C1.3 INFILL SIDEWALKS
- C1.4 DETAILS
- C1.5 IMPROVEMENT SCHEDULE (FUTURE)



PROJECT LOCATION

VICINITY MAP
NOT TO SCALE



AREA MAP
NOT TO SCALE

OWNER
CITY OF FLAGSTAFF
211 W Aspen Ave.
Flagstaff, AZ 86001
Contact: Adam Miele, P.E.
Phone: 928-213-2108

CIVIL ENGINEER
Peak Engineering, Inc.
110 N. Agassiz Street
Flagstaff, AZ 86001
Contact: Sam Heffelfinger, P.E. or Thomas E. Smith, P.E.
Phone: (928) 774-4046

CITY OF FLAGSTAFF APPROVALS

THE CITY OF FLAGSTAFF APPROVES THESE PLANS FOR CONCEPT ONLY AND SHALL NOT BE LIABLE FOR ERRORS OR OMISSIONS OF THE DESIGN ENGINEER.

City Engineer _____ DATE _____

City Public Works Director _____ DATE _____

UTILITY ACKNOWLEDGEMENTS

CENTURY LINK _____ DATE _____

UniSource Energy _____ DATE _____

APS _____ DATE _____

SUDDENLINK _____ DATE _____



DATE	DESCRIPTION	REVISION

201 E. Birch Ave.
Flagstaff, AZ 86001
(928) 774-4046



preliminary
Not for
Construction

CITY OF FLAGSTAFF
2021 STREET MAINTENANCE PROGRAM

COVER

COF PROJECT NO. 01-19001

JOB NO: 21COP01

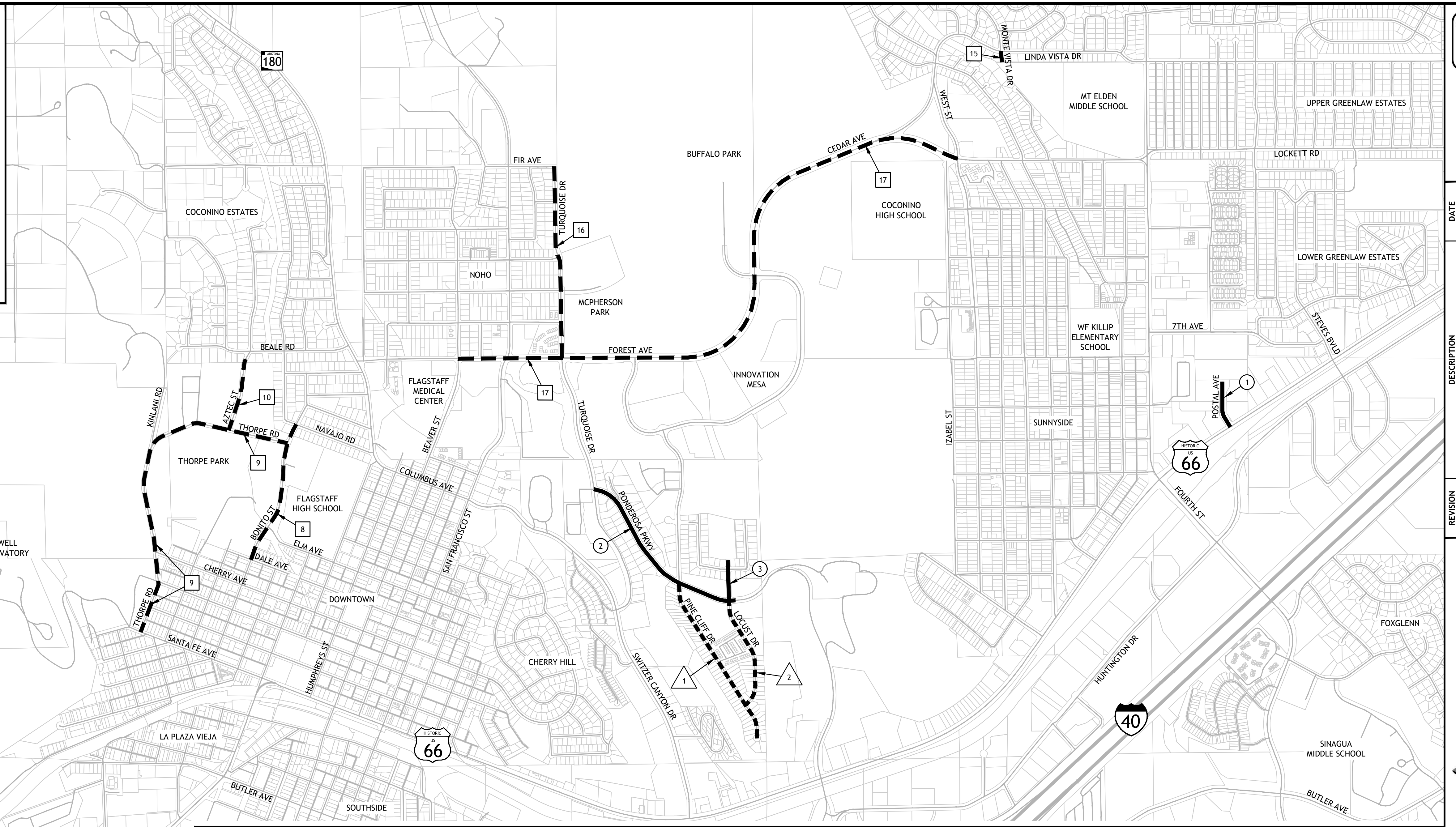
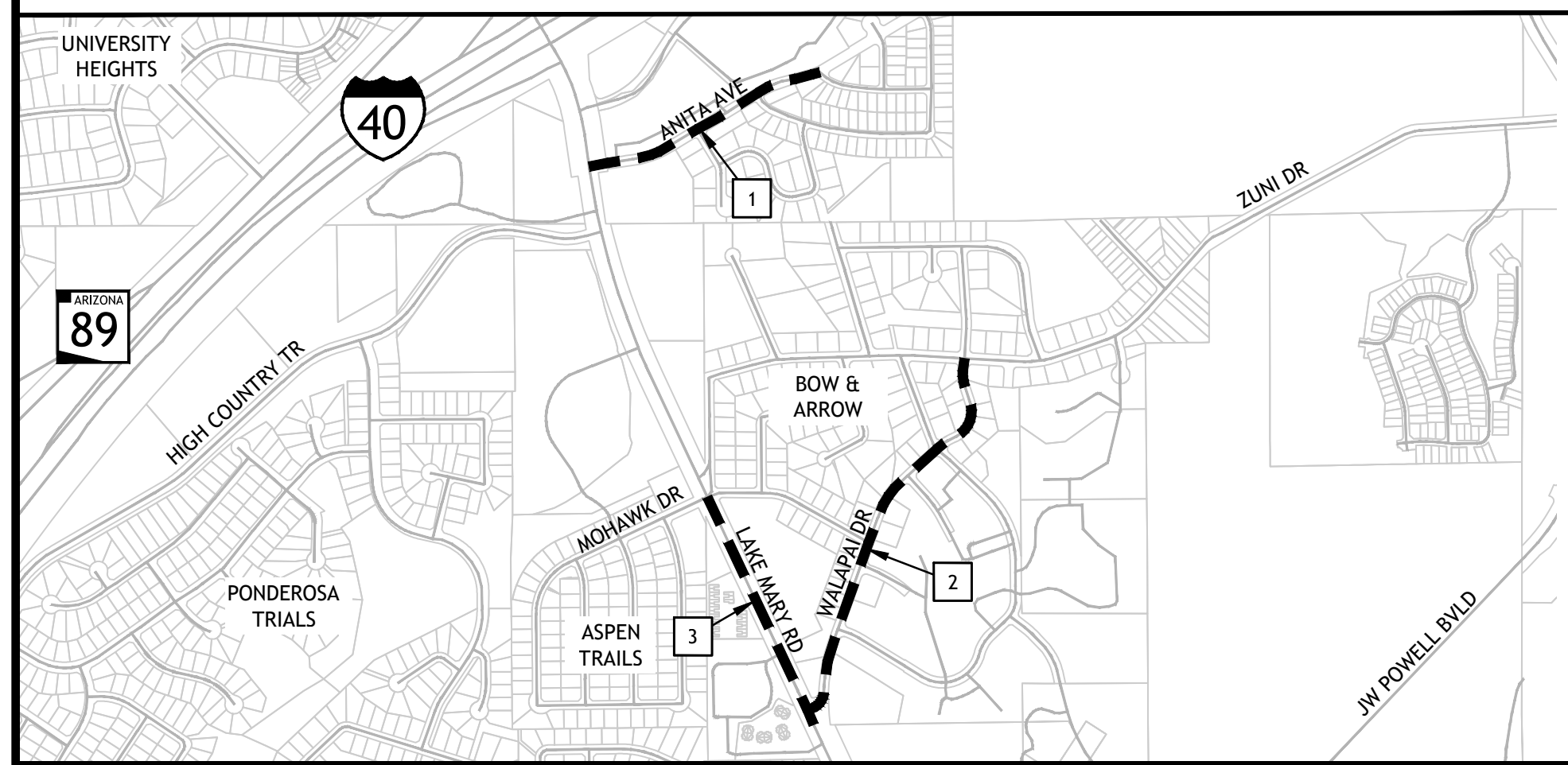
DATE: APRIL 2021

BY: SAH/CBW

CHECKED: SAH

C1.0

DRAFT



LEGEND

MILL AND OVERLAY

CHIP SEAL

MILL & FILL THERMAL CRACKS

GRAPHIC SCALE

1" = 800'

MILL AND OVERLAY

KEYNOTE	STREET NAME	BEGIN	END	LENGTH (LF)
1	POSTAL BLVD.	ROUTE 66	END	640
2	PONDEROSA PKWY.	TURQUOISE DR.	LOCUST DR.	2,485
3	LOCUST DR.	PONDEROSA PKWY.	NORTH END	441

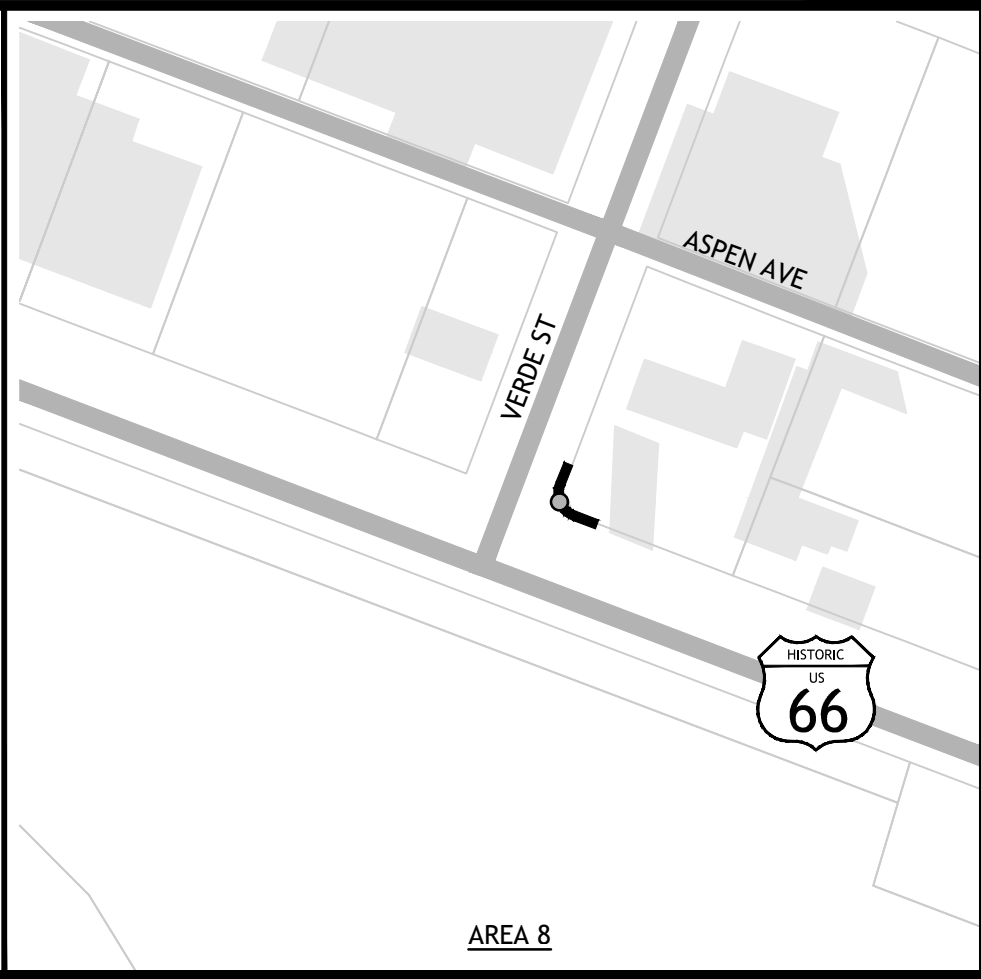
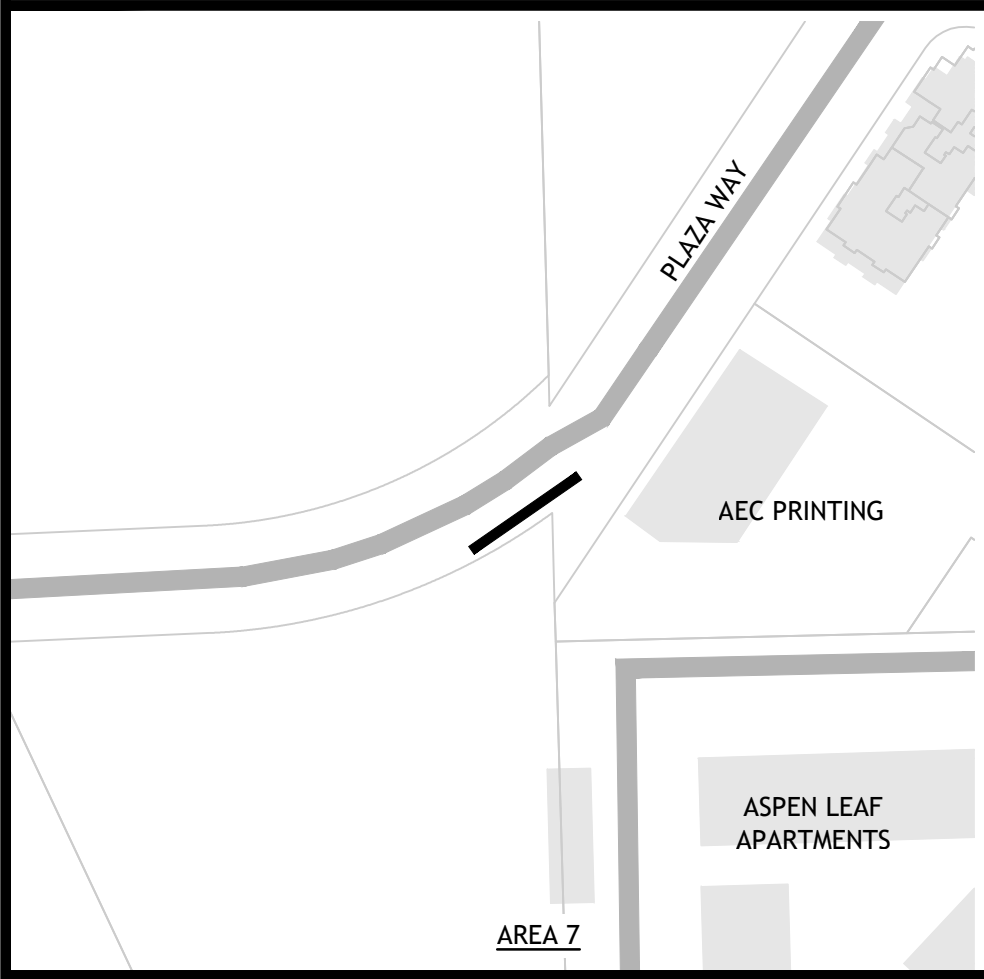
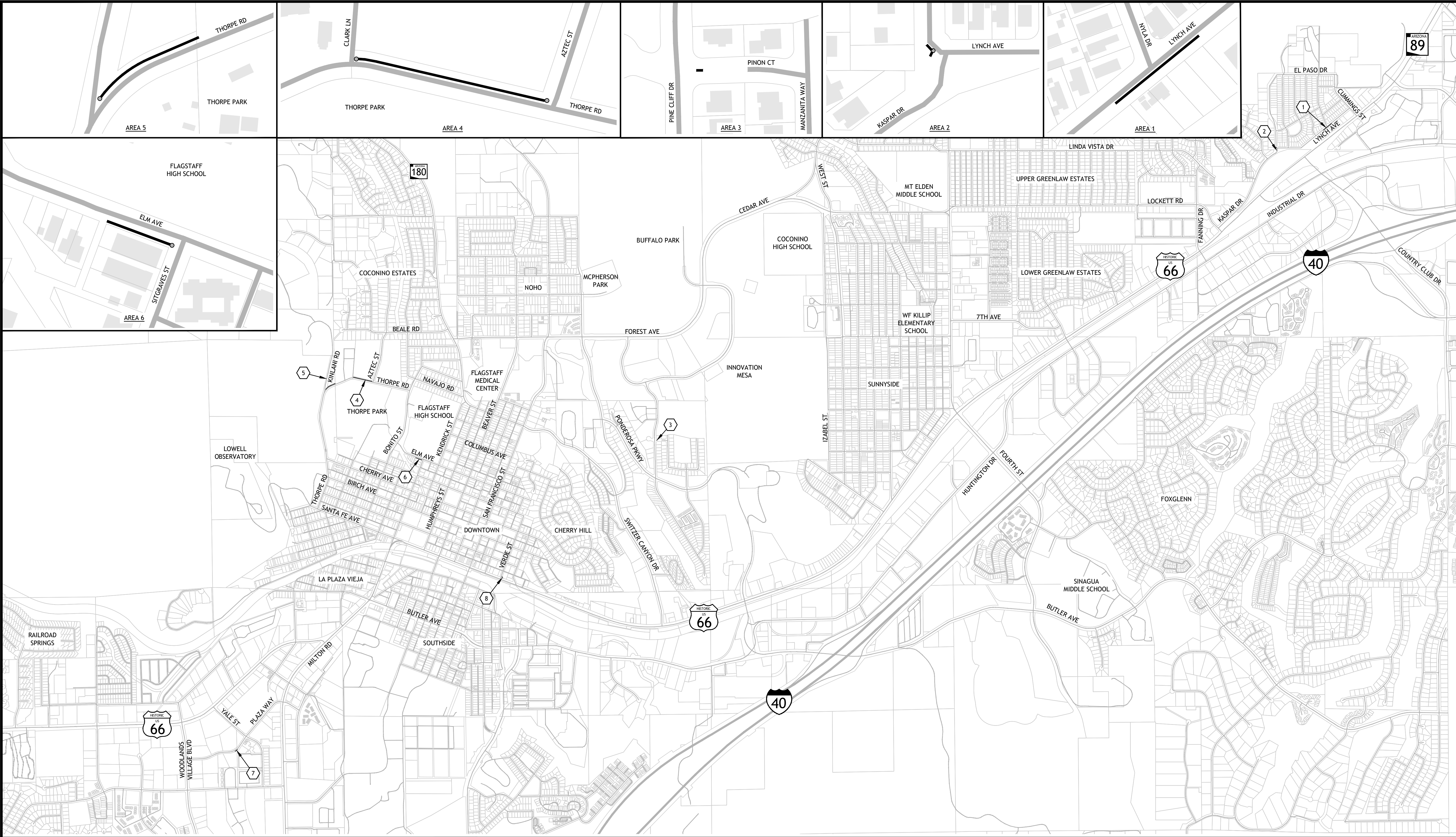
MILL AND FILL THERMAL CRACKS

KEYNOTE	STREET NAME	BEGIN	END	LENGTH (LF)
1	PINE CLIFF DR.	PONDEROSA PKWY.	END	2,300
2	LOCUST DR.	PONDEROSA PKWY.	PINE CLIFF DR.	1,500

CHIP SEAL

KEYNOTE	STREET NAME	BEGIN	END	LENGTH (LF)
1	ANITA AVE.	LAKE MARY RD.	EAST END	1,323
2	WALAPAI DR.	LAKE MARY RD.	ZUNI DR.	2,144
3	LAKE MARY RD.	MOHAWK DR.	WALAPAI DR.	1,320
4	THOMPSON ST.	KAIBAB LN.	END	1,711
5	KAIBAB LN.	THOMPSON ST.	850' EAST	850
	KAIBAB LN.	WOODLANDS VILLAGE BLVD.	900' WEST	900
	KAIBAB LN.	WOODLANDS VILLAGE BLVD.	EAST END	1,291
6	WOODLANDS VILLAGE BLVD.	ROUTE 66	KAIBAB LN.	427
7	PINNACLE ST.	ROUTE 66	KAIBAB LN.	606
8	BONITO ST.	ELM ST.	DALE AVE.	498
	BONITO ST.	NAVAJO RD.	ELM ST.	1,429
9	THORPE RD.	KINLANI RD.	BONITO ST.	1,903
	THORPE RD.	CHERRY AVE.	SANTA FE AVE.	1,131
	THORPE RD.	CHERRY AVE.	KINLANI RD.	1,520
10	AZTEC ST.	BEAL ST.	THORPE RD.	1,065
11	PLAZA WAY	YALE ST.	MILTON RD.	1,125
	PLAZA WAY	MILTON RD.	RIORDAN RANCH RD.	400
12	CHAMBERS DR.	MILTON RD.	RIORDAN RANCH RD.	320
13	METZ WALK	ROUTE 66	RIORDAN RANCH RD.	750
	METZ WALK	RIORDAN RANCH RD.	UNIVERSITY DR.	210
14	LOIS LN.	PEAK VIEW ST.	WEST END	456
15	MONTE VISTA DR.	LINDA VISTA DR.	SOUTH END	150
16	TURQUOISE DR.	FIR AVE	FOREST AVE.	2,590
17	FOREST/CEDAR AVE.	BEAVER ST.	WEST ST.	8,587

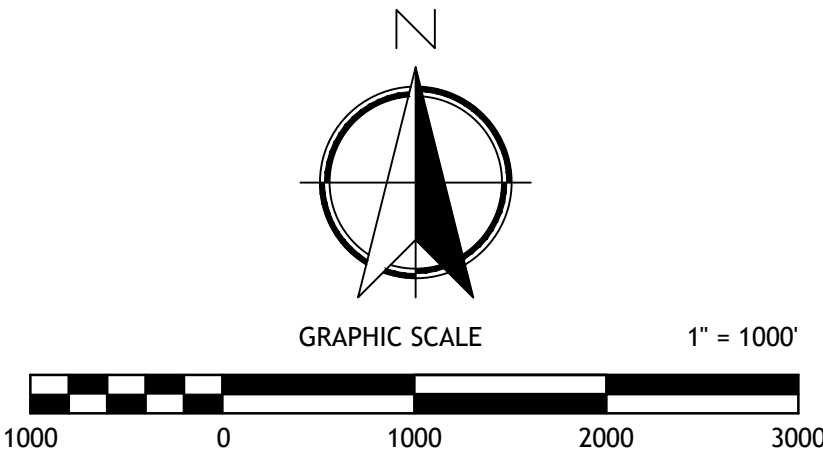
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LEGEND

- SIDEWALK
- CURB RAMP

KEYNOTE	STREET NAME	CONCRETE			
		SIDEWALK (SF)	CURB (LF)	CURB RAMP (EA)	DRIVEWAYS (EA)
1	LYNCH AVE.	945	-	-	1
2	KASPAR DR.	175	40	1	-
3	PINON CT.	25	-	-	-
4	THORPE RD.	2,000	460	2	2
5	THORPE RD.	1,160	232	1	-
6	ELM AVE.	575	10	1	-
7	PLAZA WAY	185	-	-	-
8	VERDE ST.	128	-	1	-



ARIZONA811

Call 811 or click Arizona811.com

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA

89

DATE

REVISION

DESCRIPTION

201 E. Birch Ave.
Flagstaff, AZ 86001
(928) 774-4046

Peak

ENGINEERING, INC.

Connecting Place to People

preliminary

Not for

Construction

CITY OF FLAGSTAFF

2021 STREET MAINTENANCE PROGRAM

INFILL SIDEWALK

COF PROJECT NO. 01-19001

C1.3

BY:SAH/CBW

DATE: APRIL 2021

CHECKED:SAH

DRAFT



CITY OF FLAGSTAFF

CONTRACT SUPPLEMENTARY JUSTIFICATION

Design-Build OR CMAR Contracts

PROJECT NO. 01-19001PROJECT NAME: 2021 Street Maintenance ProjectFILE NO. _____ Project Manager: Adam MieleCONTRACTOR/CONSULTANT: C and E Paving and Grading**PROJECT DESCRIPTION:**

This project is the annual street maintenance project that the Streets section delivers every summer. This project focuses primality on surface treatments (chip seal, asphalt overlay, fog and slurry seals) for the city's flexible pavement (asphalt) inventory.

JUSTIFICATION FOR USE AND AMOUNT:**Contractor's Contingency Justification and Amount:**

The contractor's contingency is \$100,000.00 (4.76% of the total contract amount). The account will be established to cover unforeseen findings through the construction phase (i.e., unsuitable subgrade, unexpected rock trenching / removal...). The GMP was established prior to final development of the plans and specifications.

Owner's Contingency Justification and Amount:

The owner's contingency is set to \$100,000.00 (4.76% of the contract amount). This account will be established for unforeseen construction material cost escalations and or modifications / changes to the construction documents. The cost escalations in construction materials within the recent months have been high in several areas (i.e., asphalt, aggregate, concrete cost, fuel cost...).

COST/BUDGET/FUNDING SOURCE ANALYSIS:**Contractor's Contingency:**

Funding will be provided by account number: 046-06-163-3321-6-4443 (50%) and 040-06-162-3073-6-4443 (50%)

Owner's Contingency:

Funding will be provided by account number: 046-06-163-3321-6-4443 (50%) and 040-06-162-3073-6-4443 (50%)

APPROVAL:**Signature****Date:**

Project Manager Adam Miele  Adam Miele Approval Recommended 5/4/2021

Program Manager Adam Miele  Adam Miele Approval Recommended 5/4/2021

Section Head Scott Overton  Approval Recommended 5/5/2021

Division Head Andy Bertelsen  Approval Recommended 5/5/21

Definitions

Owner's Contingency (Design/Build or Construction Manager at Risk)

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages.

The Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used

Contractor's Contingency (Design/Build or Construction Manager at Risk)

"Design-Builder's/CMAR Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder/CMAR, usually for costs that result from Project circumstances. The amount of the Design-Builder's/CMAR Contingency will be negotiated as a separate line item in each GMP package.

Use and management of the Design-Builder's/CMAR Contingency:

Design-Builder's/CMAR Contingency is an amount the Design-Builder/CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder/CMAR Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

When the Design-Builder/CMAR utilizes Design-Builder's/CMAR Contingency funds, the Design-Builder/CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder/CMAR shall deduct the amount of Design-Builder's/CMAR Contingency funds used from the Design-Builder's/CMAR Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's/CMAR Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Date: 05/12/2021
Meeting Date: 05/18/2021



TITLE:

Consideration and Adoption of Ordinance No. 2021-12: An ordinance of the City Council of the City of Flagstaff abandoning and authorizing the sale of approximately 1,400 square feet of the Hoskins Avenue public right-of-way adjacent to 709 S. O'Leary Street; providing for delegation of authority, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2021-12 by title only for the final time
- 2) City Clerk reads Ordinance No. 2021-12 by title only (if approved above)
- 3) Adopt Ordinance No. 2021-12

Executive Summary:

The property owner of the vacant lot at 709 S. O'Leary St has requested the City abandon and sell a portion of the unimproved public right-of-way on Hoskins Ave. located adjacent to the southern side of the lot. The proposal is to abandon and sell 15 feet by 92 feet along the property line adjacent to 709 S O'Leary St. The new right-of-way/property line would be located at the back of the existing sidewalk. The proposed abandonment/sale of City-owned right of way requires City Council action.

The application and process to abandon public right-of-way is found in City Code 11-20.160. The City Engineer in consultation with the Utilities Director and Public Works Director shall prepare and transmit a staff report to the City Council. The report shall include an evaluation of the consistency of the proposed vacation or abandonment with the General Plan, Zoning Code, any applicable Specific Plan, and all applicable Utilities and Public Works Division standards. The staff report shall also provide an analysis and recommendation City Council may abandon public right-of-way upon finding it is no longer needed for a public purpose. Real Estate has coordinated this report with Transportation Engineering.

City Staff has identified a potential future use for this public right-of-way: connecting the Flagstaff Urban Trails System (FUTS) trails identified in the Flagstaff Regional Plan with a cycletrack/ped-bikeway connection while maintaining on-street parking. Staff finds the request to abandon public right-of-way is not consistent with the Flagstaff Regional Plan or Active Transportation Specific Plan.

If the strip of public right-of-way is abandoned, then the City will have the following options: (a) do not develop the cycletrack connecting the FUTs, or (b) develop the cycletrack and forfeit on-street parking (approximately 20 on-street parking spaces) in any new configuration of Hoskins Ave. City Staff recommends retaining the existing public right-of-way related to this request.

Financial Impact:

City staff has not obtained an appraisal or legal description of the property proposed for abandonment. If City Council approves the first reading of the ordinance, City staff will obtain a legal description and an updated minimum sales price of the property proposed for abandonment prior to the second reading and adoption.

Staff estimates the value of the property based on the Full Cash Value assessment by Coconino County Assessor of the adjacent lot. Recent sales comparisons were analyzed but it was determined that the value of comparable lots were based on the value for assemblage purposes. If sold, the right-of-way will be incorporated into the adjacent lot, but development on the adjacent lot does not require assemblage. The Full Cash Value is currently assessed for this year's taxes at \$14.75/SqFt. At approximately 1,400 square feet, Staff values the right-of-way at \$20,654. Staff recommends setting the minimum sales prices at \$14.75/SqFt plus the cost to obtain legal descriptions, estimated at \$1,000. Should the property be sold, the property will be returned to the public property tax rolls.

State law provides that if the property is sold, the City is to receive "an amount ...commensurate with the value of the abandoned roadway. " City Council may consider "fragmentation and marketability and any other public benefit received" in return in determining the amount of consideration., per A.R.S. § 28-7208. Pursuant to A.R.S. § 28-7204 an abutting property owner's timely offer shall be preferred over all other offers.

Policy Impact:

Abandoning this portion of public right-of-way impacts the City's ability to implement an identified potential use to maximize the public purpose of the right-of-way.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Livable Community - Provide amenities and activities that support a healthy lifestyle.

Regional Plan

Goal T.1. Improve mobility and access throughout the region.

Goal T.2. Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

No.

At the April 27, 2021 Council Meeting, City staff presented more detailed information about potential future use of Hoskins Avenue for development of a FUTS connection and on-street parking.

Options and Alternatives:

1. Do not approve abandonment (Recommended)
2. Approve abandonment, and minimum bid price of \$14.75/SqFt
3. Approve abandonment, but with different minimum bid price or direct staff to obtain an appraisal
4. Remand back to Planning and Zoning Commission for further consideration

Alternative to Abandonment

Applicant may apply for a right-of-way encroachment permit and install improvements in this area, until such time as the FUTS connection is completed.

Background/History:

In 1943 the Revised Plat of the Washington Addition of the City of Flagstaff, dedicated Hoskins Ave. to the public for public use in varying widths from 60' to 73.5'. In this plat, Hoskins Ave. is shown bounded on the east by the Rio de Flag; as a result, development of Hoskins Street on the East side of O' Leary Street never occurred.

The 2018 Survey of Block A Revised Washington Addition identifies the width of Hoskins Ave. at the SE/4 of Lot 9, being the SE/4 of 709 O'Leary Street as 72.33'. The as-built roadway and improvements along Hoskins along the southern line of 709 O'Leary street measures approximately 55', leaving approximately 12' of unimproved publicly owned right-of-way abutting the southern line of 709 O'Leary Street. Apart from a fire hydrant on the SE/4 adjacent to 709 O'Leary, the remnant right-of-way has never been developed.; it remains un-landscaped city brush.

The owner of 709 O'Leary Street approached the City with a request to abandon a portion of the unbuilt remnant of Hoskins right-of-way adjacent to 709 O'Leary Street. The City Planners, Engineers, Water Services and Traffic evaluated that certain remnant right-of-way along the south side of the 709 O'Leary Street and determined the remnant may be needed in the foreseeable future for right-of-way or FUTS trail purposes. In February of 2020, City staff, on request from the owner of 709 O'Leary to improve the remnant right-of-way, determined that the owner could improve that certain remnant property by applying for an encroachment permit.

Between September and November of 2020, members of Council and staff met with the owner of 709 O'Leary Street three times to discuss the possibility of abandoning the remnant right-of-way. Staff re-affirmed its conclusion that the remnant right-of-way may be needed in the foreseeable future for public purposes

This request was taken before the Planning and Zoning Commission on January, 27, 2021. Staff provided a written recommendation not to approve the request, however during the meeting additional staff was brought in to the meeting and stated the right-of-way could be abandoned. The Commission did vote to approve the request to abandon the public right-of-way to the adjacent owner.

City Staff has since provided greater detail for the future potential use of the public right-of-way, highlighting the trade-offs abandonment presents. This level of detail was not presented to the Planning and Zoning Commission.

Key Considerations:

Public right-of-way may be abandoned upon a finding that it is not needed for public roadway.

Community Benefits and Considerations:

Abandonment and sale of the public right-of-way will allow the land to be combined with the existing lot at 709 S. O'Leary and be placed on the property tax rolls for use as open space and installation of a sign recognizing the Southside community.

Retaining the public right-of-way will allow for construction of the bike/cycle track, retain on street parking and access throughout the area.

Community Involvement:

Abandonment of public right-of-way requires approval by the City Council at a public meeting. Sale of abandoned property requires posting and notifications to surrounding property owners per Arizona Revised Statutes.

Presentation

Letter from Owner

April 27 Discussion Staff Summary

ORDINANCE NO. 2021-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING AND AUTHORIZING THE SALE OF APPROXIMATELY 1,400 SQUARE FEET OF THE HOSKINS AVENUE PUBLIC RIGHT-OF-WAY ADJACENT TO 709 S. O'LEARY STREET; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to abandon public rights-of-way pursuant to A.R.S. § 28-7201 et seq, and pursuant to the City Code, Title 11, General Plans and Subdivisions, Division 11-20-160, Abandonment or Vacation of Public Right-of-Way; and has authority to dispose of real property pursuant to the Flagstaff City Charter, Article VIII, Section 10; and

WHEREAS, pursuant to A.R.S. 28-7202 public right-of-way may be abandoned or vacated if it is no longer necessary for a public use; and

WHEREAS, all public utility companies, City divisions and agencies have had the opportunity to review a map of the public right-of-way proposed to be abandoned; and

WHEREAS, the City Engineer in consultation with the Water Services (formerly Utility) Director and Public Works Director, along with the Planning and Zoning Commission have determined that the proposed abandonment is consistent with the General Plan, Zoning Code, and any applicable Specific Plan, and all applicable Division standards, as referenced in the staff report on file with the City Clerk.

ENACTMENTS:

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

SECTION 1: In General.

The City Council hereby finds that the certain public right-of-way, approximately 1,400 square of the Hoskins Avenue public right-of-way adjacent to 709 S. O'Leary Street, and legally described in Exhibit A attached hereto ("the Property") is no longer necessary for public use, and is hereby abandoned.

Notice of the proposed sale of the Property shall be posted along the public right-of-way as provided for by state law, and notice of the proposed sale shall be published one time per week for three weeks prior to the opening of bids pursuant to Article 8, Section 10, of the Flagstaff City Charter.

Pursuant to A.R.S. § 28-7204 an abutting property owner's timely offer shall be preferred over all other offers.

The Property shall be offered for sale for a minimum bid based on the total square footage multiplied by \$14.75. If such an offer is received from the abutting property owner the Property shall be sold and transferred by Quit Claim Deed to the same.

If there are no bids submitted, then pursuant to the Flagstaff City Charter, for a two-year period the City Manager may, subject to Council approval, enter into an agreement to sell the Property for an amount reasonably consistent with an appraisal without further notice and bid process.

All conveyances of the Property shall by Quit Claim Deed and are "AS IS WHERE IS" and subject to all existing public utility uses of the Property, and subject to all existing encumbrances of record.

As a condition of sale the purchaser of the Property at its own expense shall process any necessary plat correction or amendment to reflect the abandonment of the public right-of-way and new ownership.

SECTION 2: Delegation of Authority.

The Mayor and City Manager are hereby authorized to sign all documents relevant to the sale of said property. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

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

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of May, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

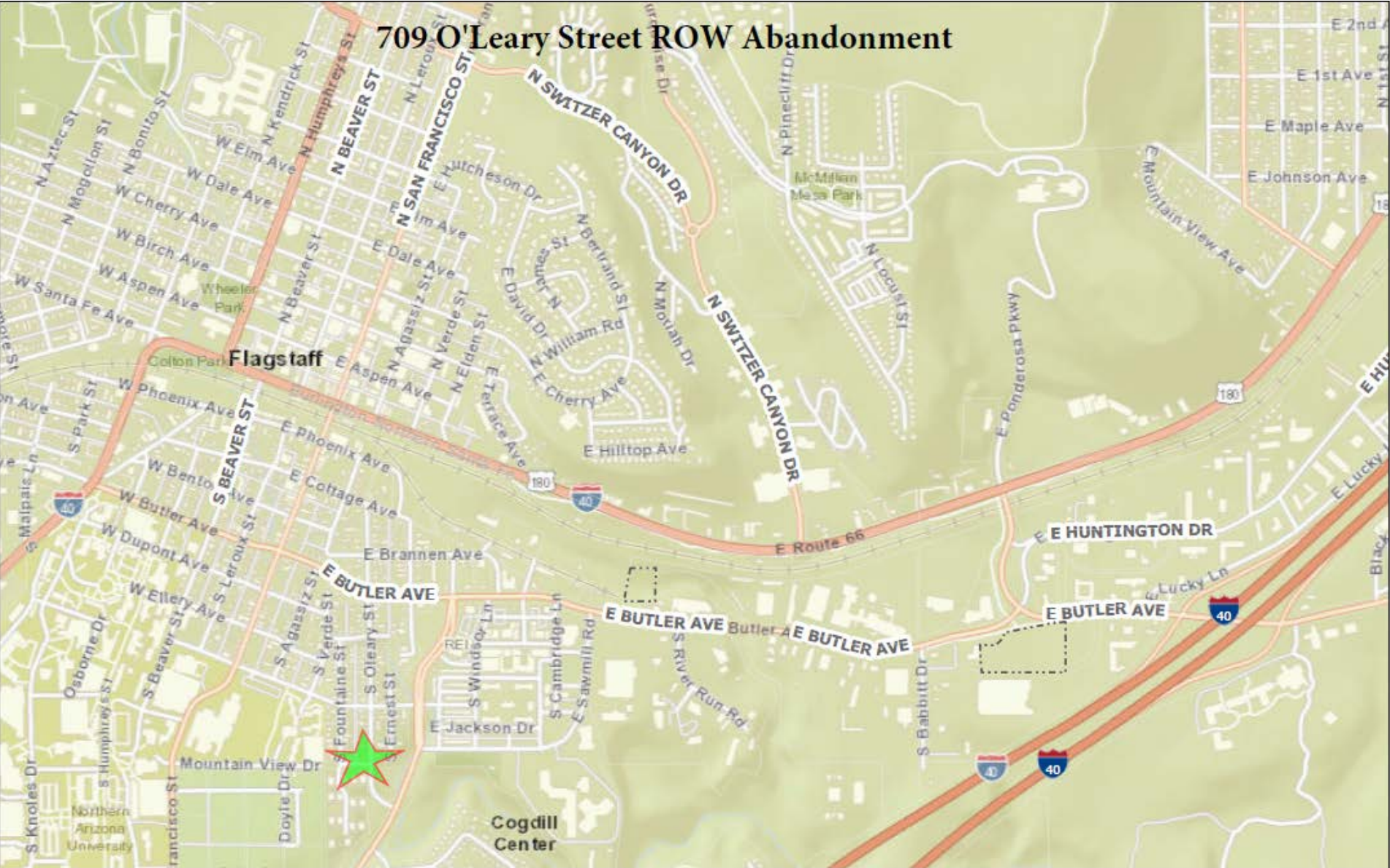
Exhibit A – Legal Description

Abandonment of ROW 709 O'Leary Street



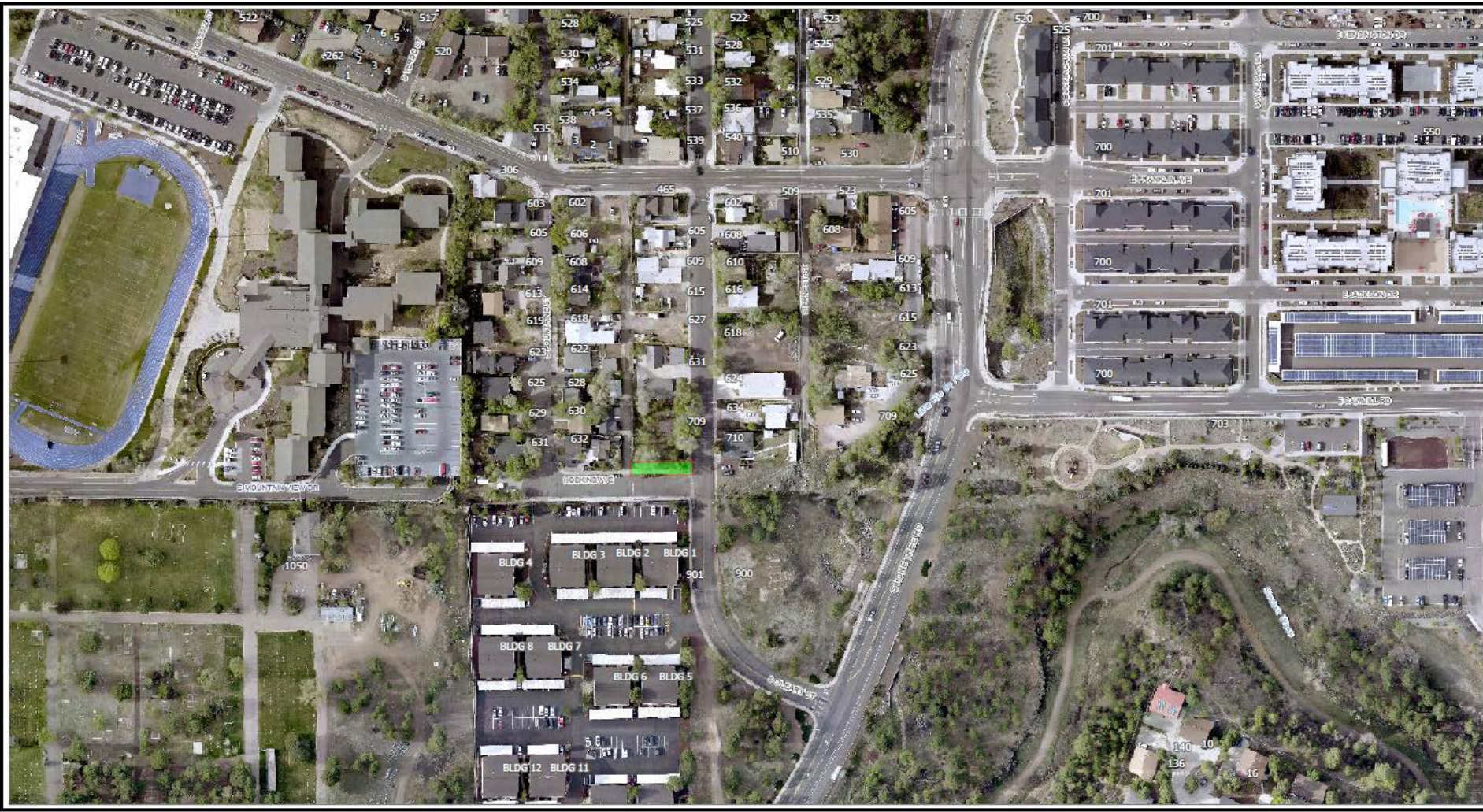


Vicinity Map

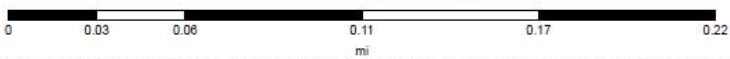




Satellite View

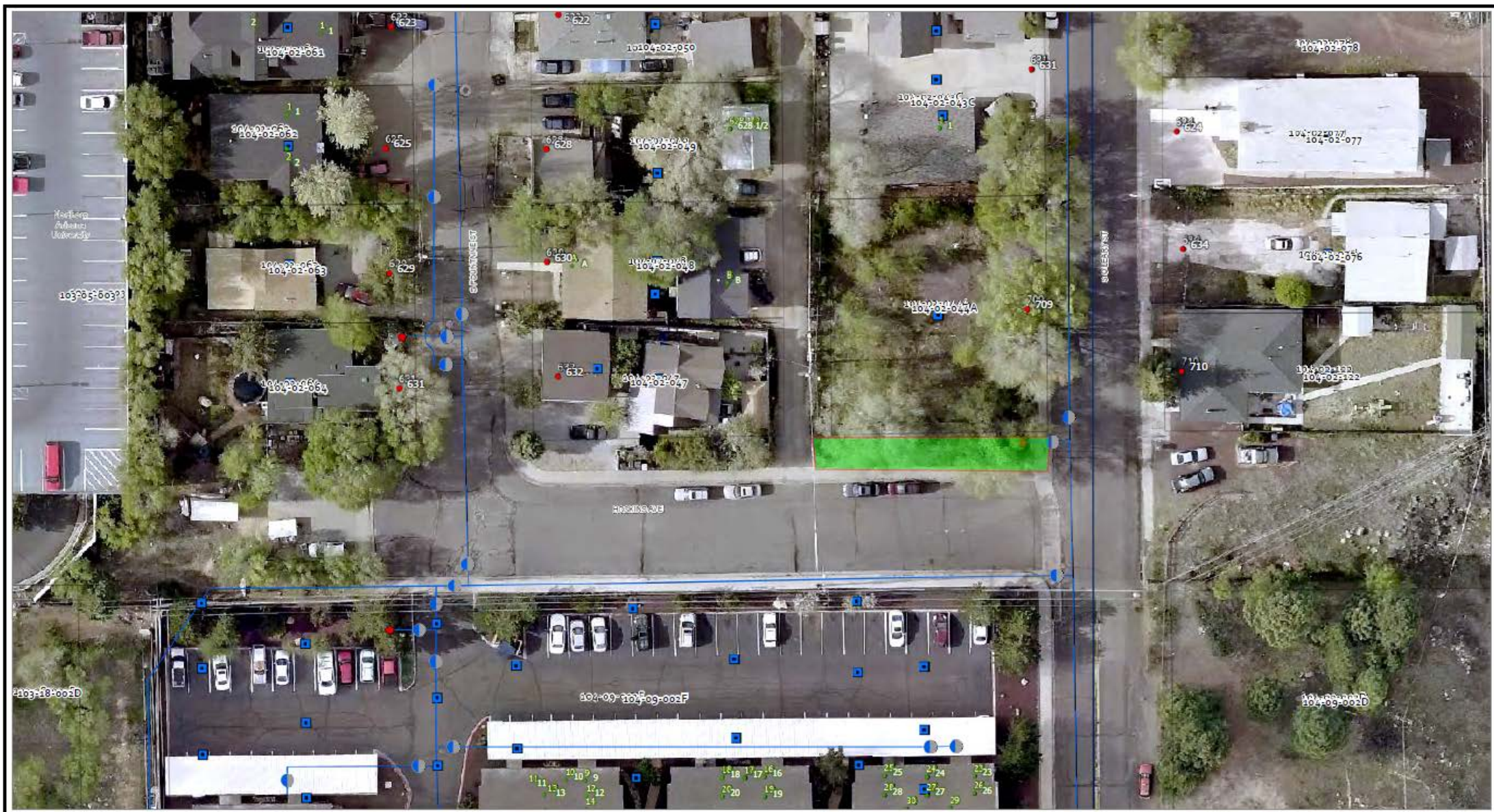


709 O'Leary Request



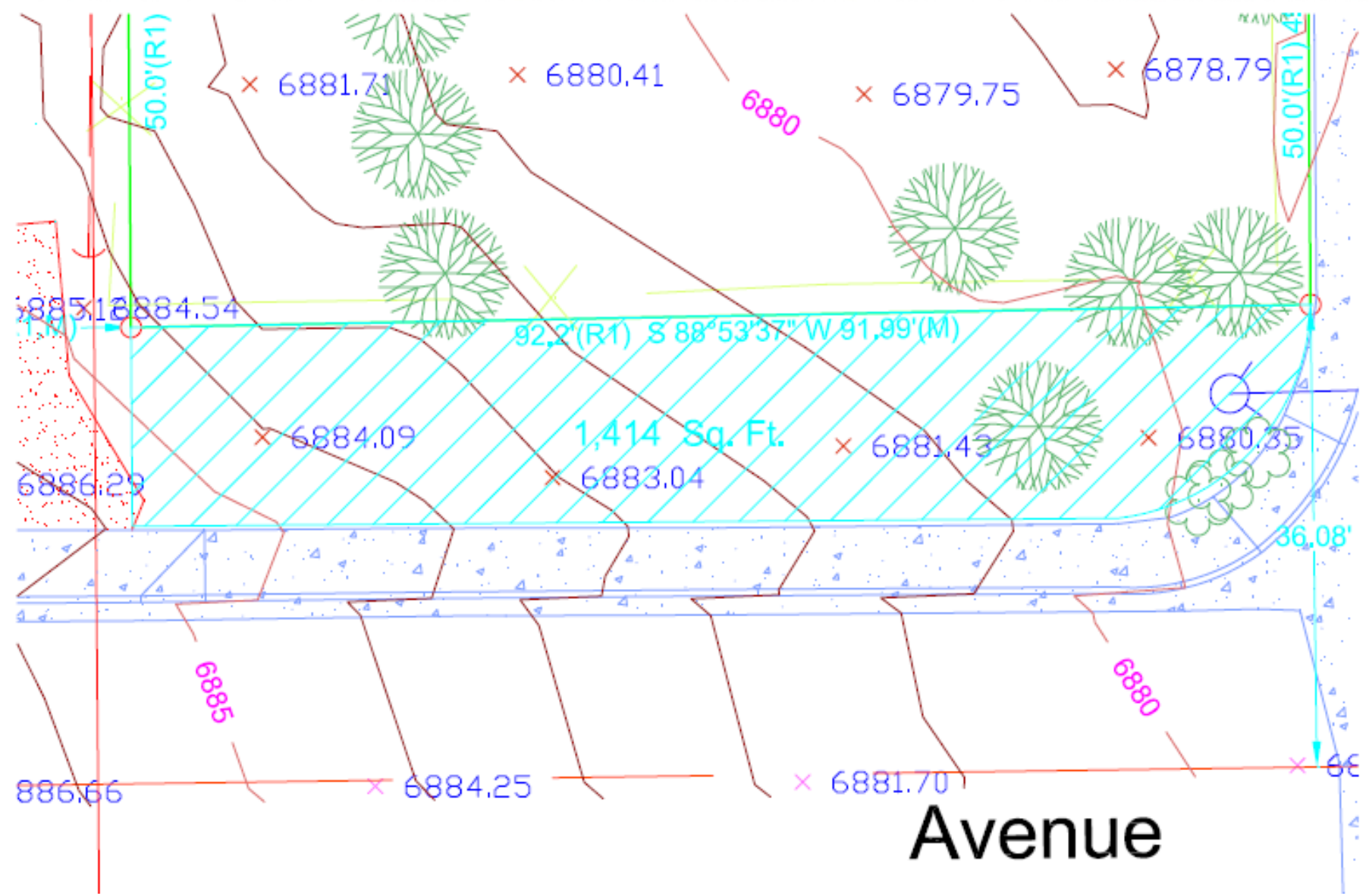
City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from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







Approx. SQFT of ROW Abandonment



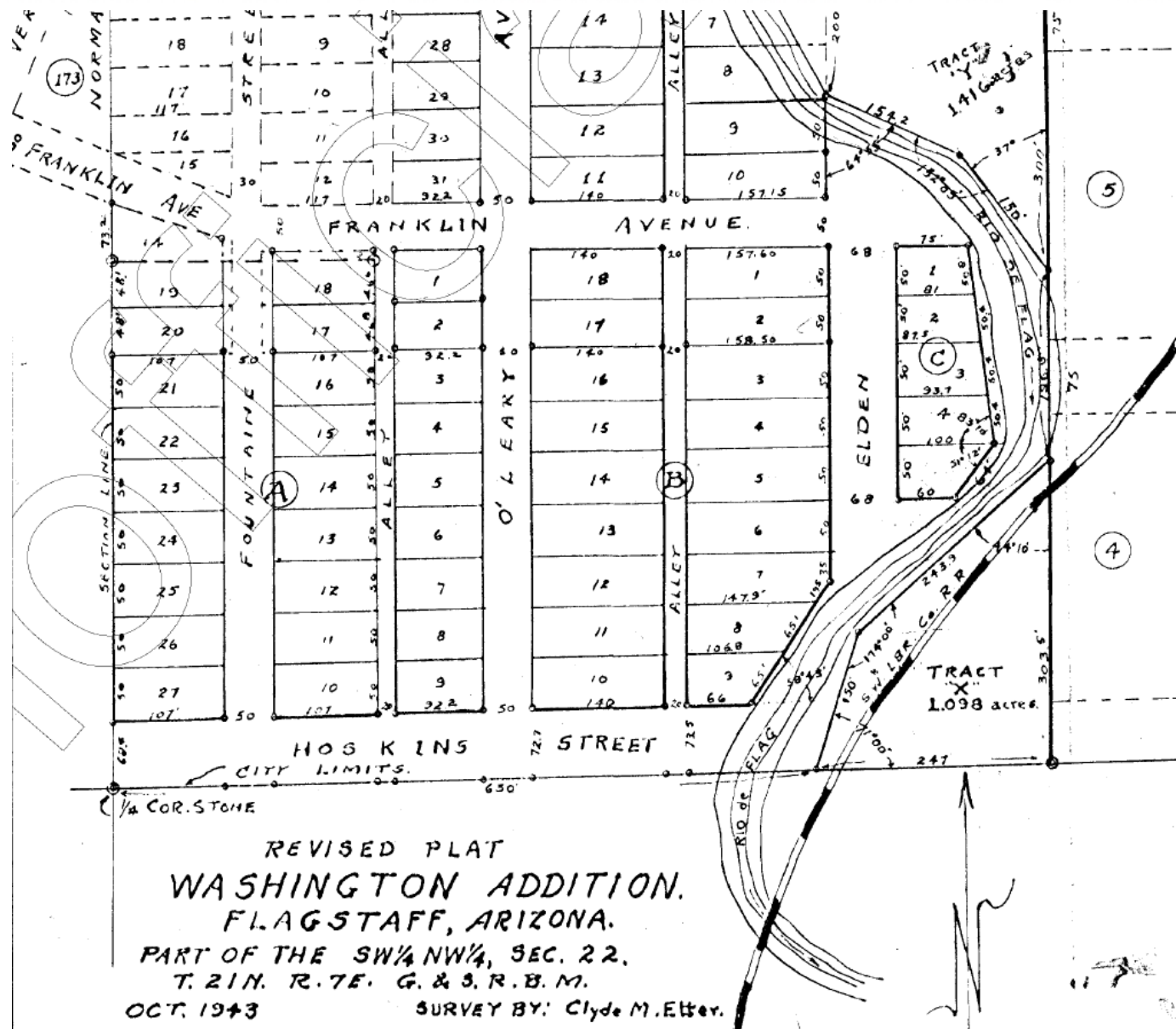


Background/History

Hoskins Street dedicated in 1943

As-Built Street does not Utilize entire Public Right-Of-Way Dedication

DEDICATION.
This is a Revised Plat of WASHINGTON ADDITION to the CITY of FLAGSTAFF, COCONINO COUNTY, ARIZONA, and is a subdivision of a portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, T. 21 N. R. 7 E. G. & S. R. B. M. The Numbers of the LOTS, and the dimensions thereof, and the widths of the STREETS and ALLEYS are shown hereon. The STREETS & ALLEYS are hereby Dedicated to the use of the Public.
In Witness whereof We, have hereunto set our Hands and Seal.
George G. Babbitt, Jr.
GEORGE G. BABBITT, JR.
Ruth Babbitt
RUTH BABBITT, his wife.



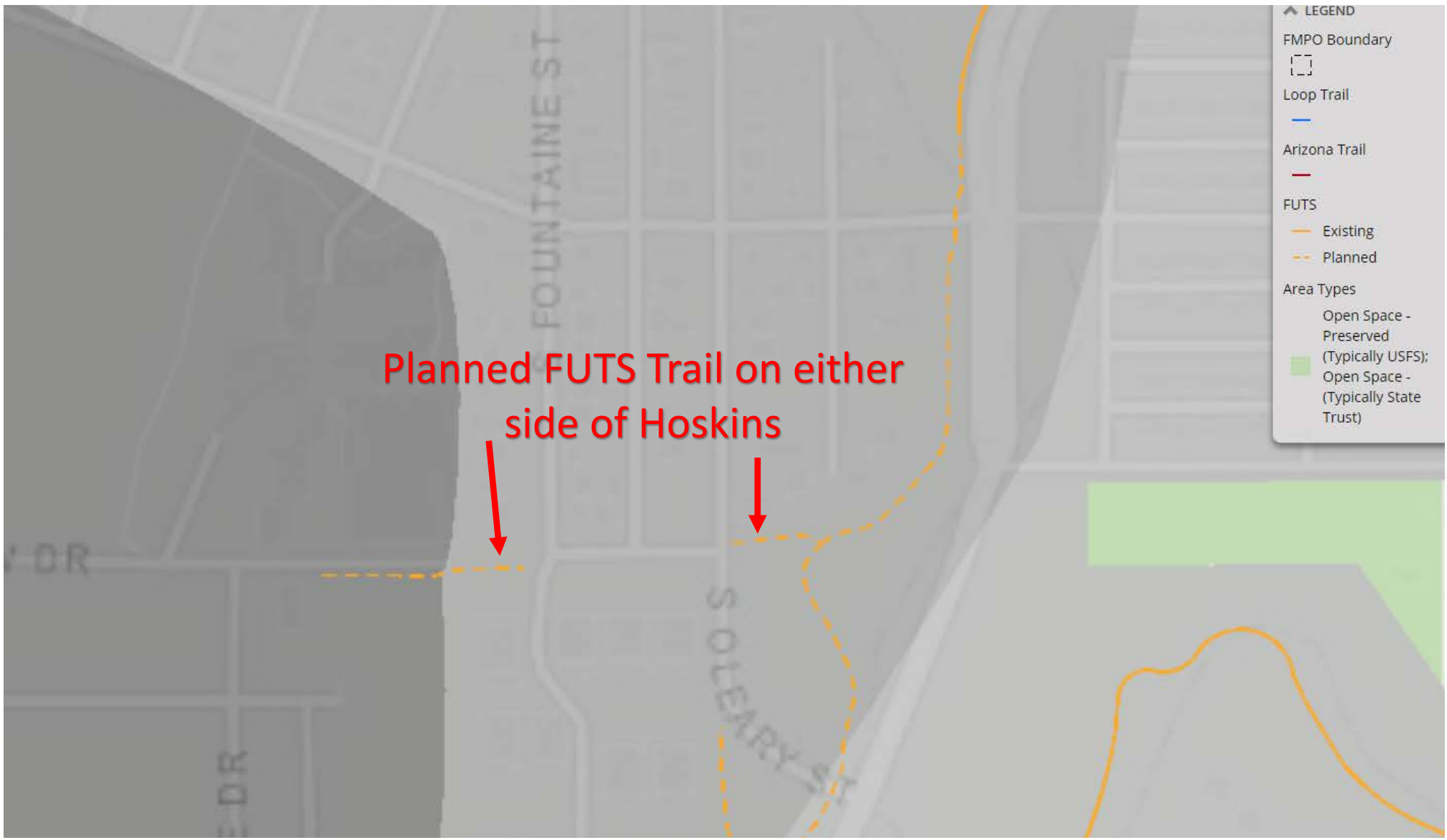


Public Right-Of-Way





Flagstaff Regional Plan 2030

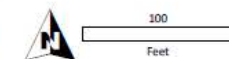
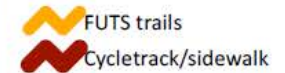




Draft Active Transportation Master Plan



Site Map
Hoskins Connection
Lone Tree FUTS



City of Flagstaff
April 2021

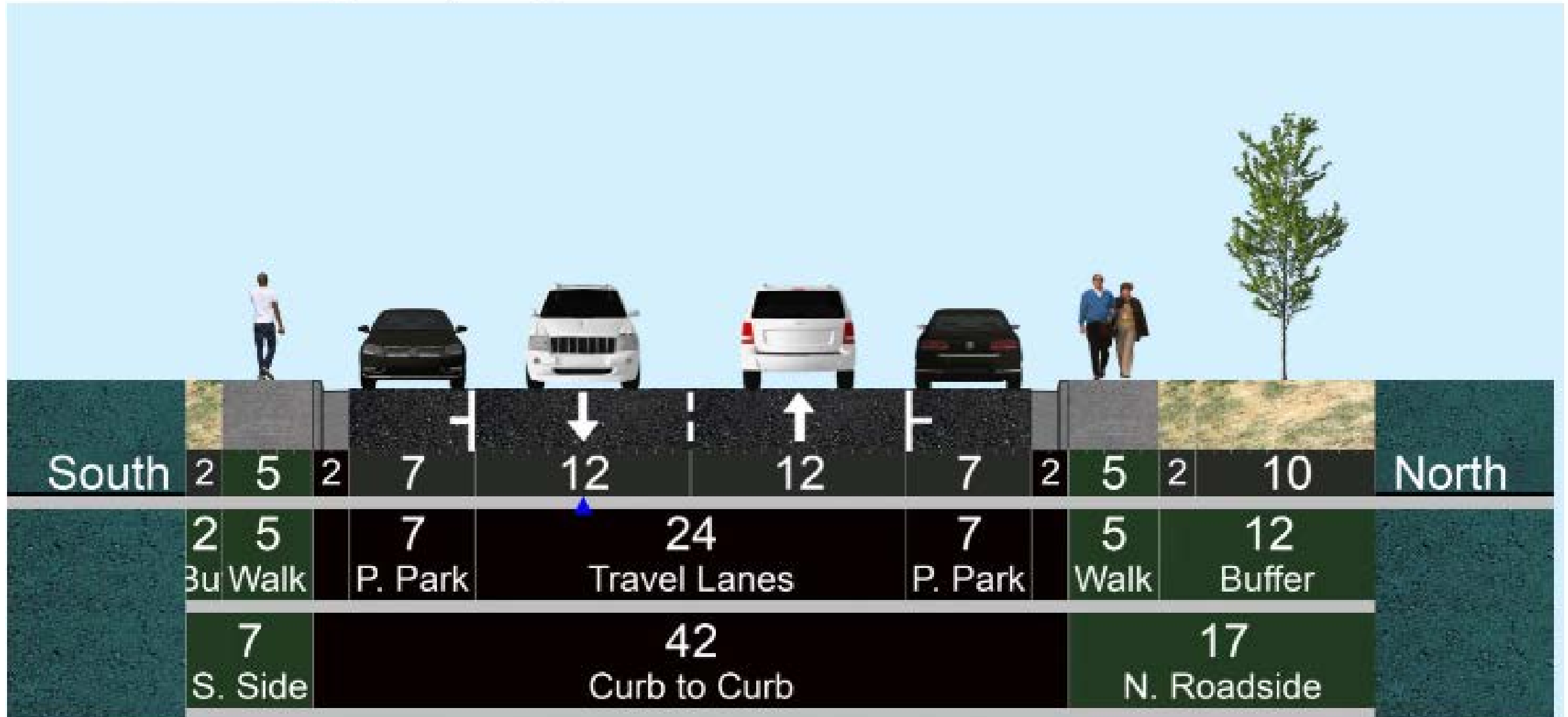


Existing Conditions

Hoskins Ave

Existing

Right-of-Way: 66' of 66'



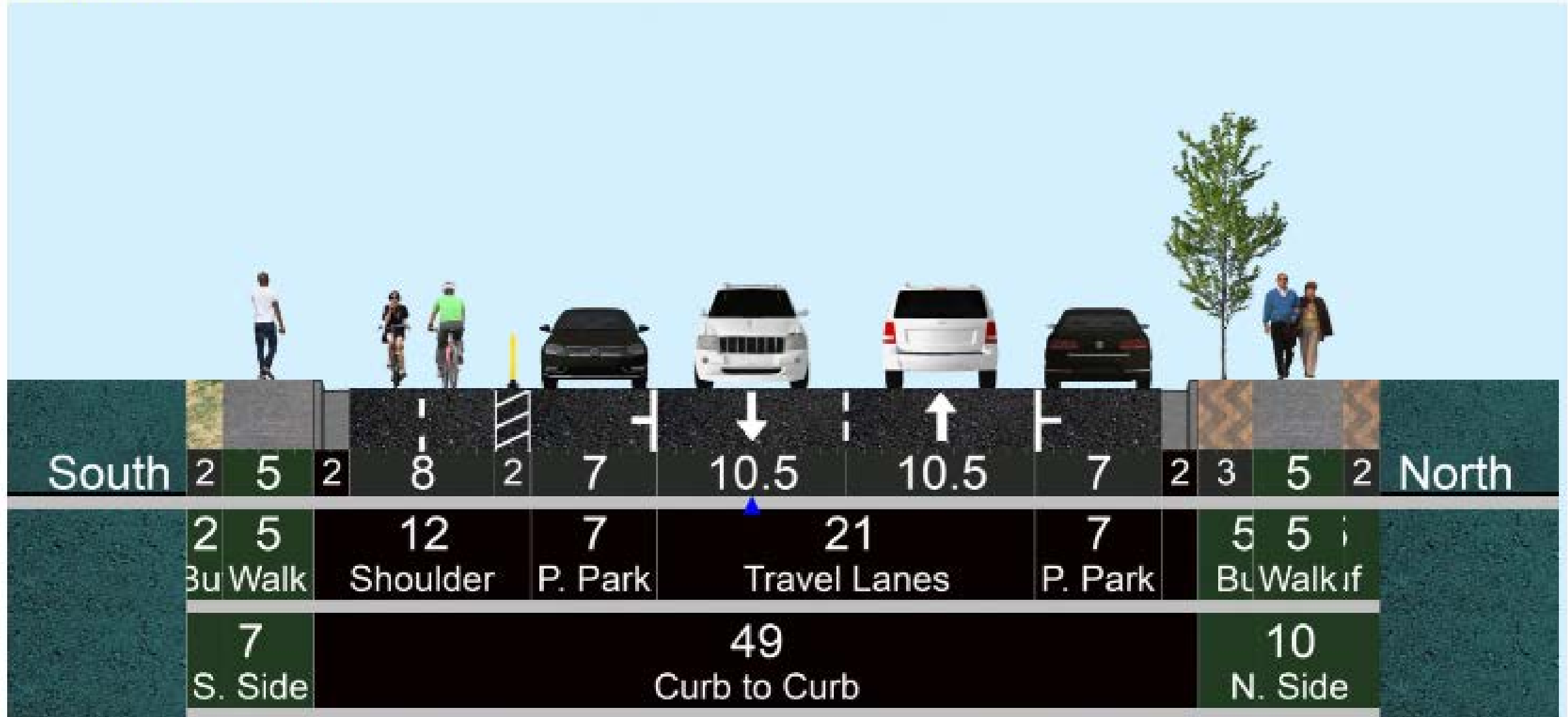


Potential Future Use

Hoskins Ave

Future

Right-of-Way: 66' of 66'





Future Use Overlay





Looking West on Hoskins Ave





Western View





Eastern View





Northern View





709 O'Leary SW View





Unimproved Portion of ROW



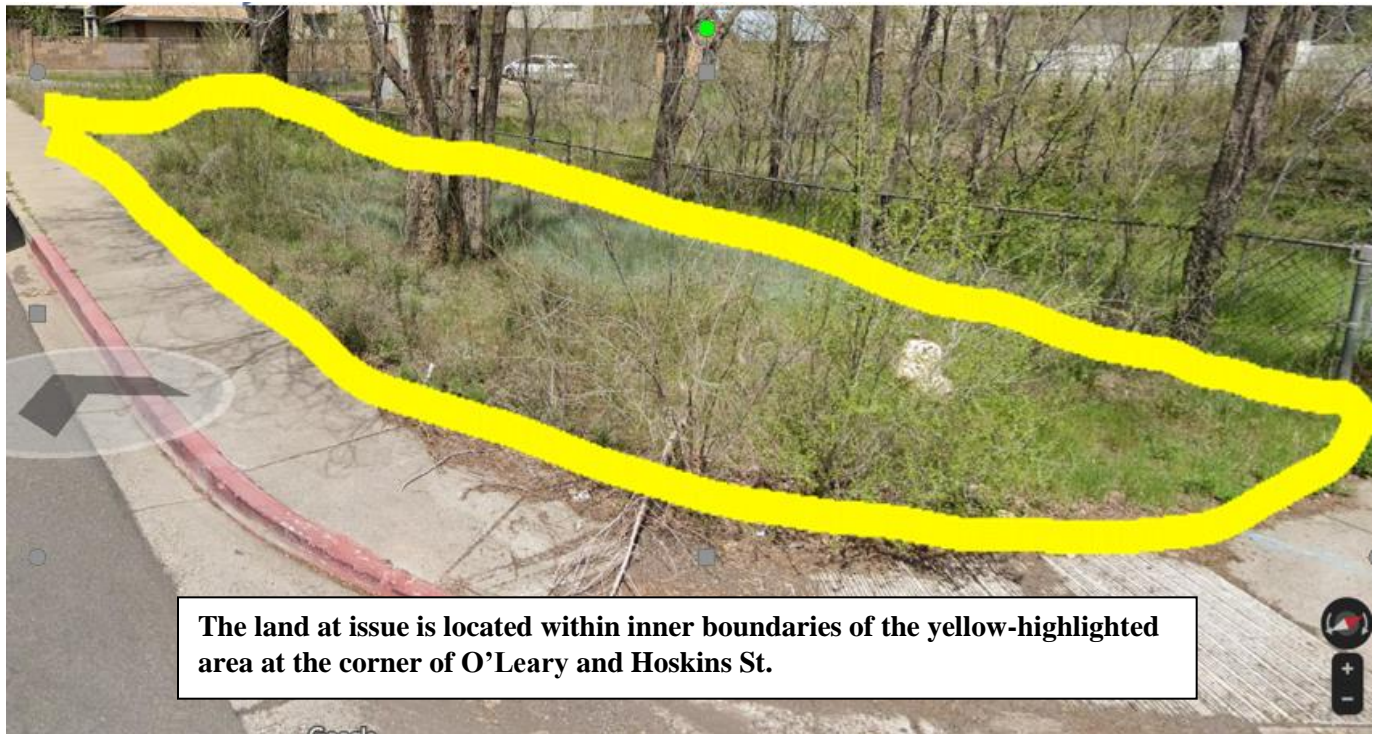
Est. 15' of ROW outside of
City Improvements

My name is Tommy Hernandez, and I am a fourth generation Flagstaff resident. My uncle, Wilfred Chavez, and I have formed AC Chavez, LLC and own the property at 709 S. O'Leary St. I am here today to ask the Flagstaff City Council to hear our request to acquire a small parcel of land from the City by either abandonment or purchase.

709 S. O'Leary St. is much more than just property. My grandparents, Aurelio and Carmen Chavez, purchased this property in 1948. Once my grandfather returned from WWII, he began employment at the Saginaw Lumber Company, which was located on Butler Ave where the Sawmill Shopping Center currently is. He worked there loyally for almost four decades, with several lost fingers to show for it.



Granting our request will allow us to honor Southside families with similar stories to ours. We are not out of town investor; we are a local family that has passed up on numerous offers for our property so we can develop and continue building our family legacy in the community we love. Granting our request will help us do this in a way that adds value to the City without any undue burden. When the City of Flagstaff constructed Hoskins Avenue in 1943, they left an easement on the north end of the street. This is what the easement looks like today.



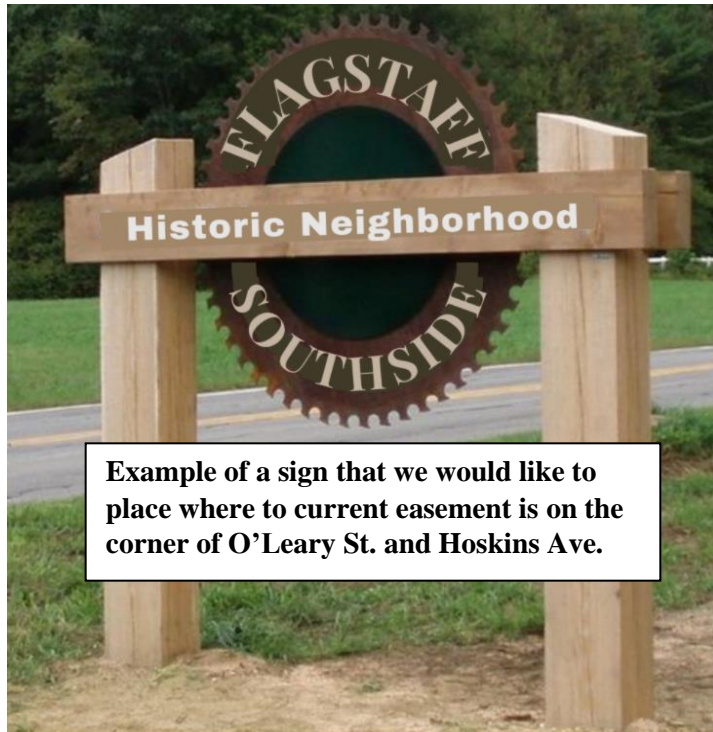


This brick wall was built on the easement approximately 25 years ago on adjacent property.



At the end of Hoskins St. there is this driveway with a brick wall behind it.

Our project and the acquisition of the easement will provide value to the Southside in several ways. The plans include cleaning and landscaping the area of the easement, designing a custom sign that will help recognize the deep history of the Southside and increasing our property value will result in more property tax paid to the City of Flagstaff. Our plans also align with the goals



Example of a sign that we would like to place where to current easement is on the corner of O'Leary St. and Hoskins Ave.

of the [Southside Community Specific Plan](#) that was devised by the Southside Association and the City of Flagstaff. We are designing an apartment complex to help address the shortage of single-family units in Flagstaff. If we acquire this easement, we will also designate one of our units as low income to help address Flagstaff's extreme shortage of affordable housing

units.

Furthermore, granting our request would not place any undue burden or cost on the City of Flagstaff. The City has never spent any time or resources maintaining this small piece of land. Without expending any of its resources, the City can benefit from the beautification of this area and recognize the history of the African American and Mexican American families that once lived in this vibrant neighborhood. Due to gentrification, the Southside will never be the same but allowing us to help recognize its history is priceless.

I appreciate the care and attention of the City Council in this manner and thank the City Manager and City staff members for giving us the opportunity to discuss and share our plans.

Thank you for your time and consideration in hearing my request to acquire this small parcel of land from the city either by abandonment or purchase.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Co-Submitter: Martin Ince
Date: 04/20/2021
Meeting Date: 04/27/2021



TITLE

Requests for Abandonment of Public Right-of-Way on Hoskins Ave. - FUTS and Parking Discussion

STAFF RECOMMENDED ACTION:

Discussion and inform.

EXECUTIVE SUMMARY:

City has received requests from three (3) property owners to abandon public right-of-way (ROW) along Hoskins Avenue. The property owners desire to acquire the abandoned ROW and combine it with their existing lots. There are several properties along Hoskins Avenue.

If a roadway is no longer necessary for a public use as a roadway, it may be abandoned per state law A.R.S. Section 28-7201 et seq and City Code Section 11-20.160.

This prompted City Traffic Engineering Staff to analyze and determine if there are any future, potential City uses for the full width of Hoskins Avenue. Staff has identified a potential future use which requires retaining the full width. This future use would require denying abandonment requests in whole or in part. Staff brings this item before Council tonight to discuss the policy implications when considering upcoming public right-of-way abandonment requests along Hoskins Avenue.

INFORMATION:

General considerations

Planning for city traffic needs is necessarily on a long-time horizon. In projecting for future needs, we must make the best decision with the information available at the time. City Staff is reluctant to recommend abandoning right-of-way because there are multiple cases in the past where the City had to re-purchase right-of-way that had been abandoned to allow planned street improvements. Abandoning right-of-way does not prevent the City from re-purchasing it at a later date, but re-purchasing at a later date may be cumbersome or expensive. Abandoning public-right-of-way can be a net positive: abandonments reduce potential City maintenance costs and they return land to the tax rolls for better and higher uses. But these benefits come at the expense of introducing a degree of greater path dependency for City traffic and infrastructure needs.

Public Roadway Use

Along the north side of Hoskins Avenue, the City owns public right-of-way that is currently not improved,

and it is being used by more than one adjacent property owner.

The Regional Plan shows a planned pedestrian/bikeway trail from the NAU campus, ending at the west end of Hoskins Avenue, and then reconnecting on the east end of Hoskins Avenue, and continuing to Lone Tree Road. The Regional Plan does not identify how to connect the two trails, but Hoskins Avenue is an obvious link.

The draft Active Transportation Master Plan shows a planned pedestrian/bikeway connection on Hoskins Avenue.

City Staff has identified a potential future use for Hoskins Avenue which includes on-street parking, a parkway or furnishing strip, and a cycletrack/bikeway along the south edge of the roadway. This configuration: (a) Precludes abandoning any public right-of-way, (b) Requires removing existing private encroachments on public right-of-way, and (c) involves capital improvements to replace the existing sidewalk line, to extend the road-base (paving) north seven (7) feet, and to install a cycletrack and furnishing strip along the south side of Hoskins Avenue.

If the public right-of-way is abandoned, the City will need to either forfeit the cycletrack or on-street parking. Currently the street provides over 20 on-street parking spaces for the neighborhood. Staff does not recommend forfeiting either amenity.

Funding and Timing:

1. The FUTS connection on the east of Hoskins Ave. is not funded currently but could potentially be included as part of or shortly after the Lone Tree Overpass Project. Lone Tree corridor project is scheduled for completion by 2026
2. The FUTS connection to campus on the west of Hoskins Ave. is a funded City project. Several meetings have been held with NAU as part of pre-design.
3. Any improvements to connect the trails along Hoskins Ave. are not currently funded. The cycletrack connection will become more of a priority once the FUTS trail(s) are complete.

Abandonment Requests:

If the City Council determines the full width of Hoskins Avenue is no longer needed for a public roadway use, then the City Council may abandon such roadway. After abandonment, the adjacent property owner is given the opportunity to purchase the abandoned property. The current pending requests will be considering at an upcoming council meeting, and are previewed as follows:

1. Abandon approximately 1,400 square feet south and adjacent to 709 S O'Leary St. in order to:
 - a. Leave as open space adjacent to a future development and erect a sign memorializing the history and people of the Southside neighborhood
2. Abandon approximately 7,000 square feet south and adjacent to 631 Fountaine St.
 - a. NAU is the owner and would like to pursue some fashion of development in combination with 631 Fountain St.
3. Abandon approximately 2,080 square feet south and adjacent to 710 S. O'Leary St. in order to build a carport which meets current lot size standards.

Next Steps:

Staff brings this item before Council tonight to discuss the policy implications when considering upcoming public right-of-way abandonment requests. Staff will formally bring each abandonment request to Council, at the direction of the applicant. The first is scheduled for May 4, 2021.

8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Date: 05/12/2021

Meeting Date: 05/18/2021



TITLE:

Consideration and Approval of the Construction Contract: with Standard Construction Company, Inc. in the amount of \$7,140,688.18 for the Coconino Estates Improvements Phase II Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Standard Construction Company, Inc. in the amount of \$7,140,688.18, which includes a \$301,122.75 Contract Allowance, with a Contract duration of 540-calendar days; and
2. Approve Administrative Change Order Authority to the City Manager in the amount of \$683,956.54 (10% of the Contract Amount, less the Contract Allowance); and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends the approval and award of the Construction Contract with Standard Construction Company, Inc. in the amount of \$7,140,688.18, which will authorize the construction of the Coconino Estates Improvements Phase II Project (the Project) in accordance with the approved public improvement plans prepared by The WLB Group. The Project can be generally described as utility and roadway improvements in the Coconino Estates neighborhood with multiple funding sources including the Road Repair and Street Safety Program, the Aging Water Infrastructure Replacement Program, and the Aging Sewer Infrastructure Replacement Program. The Project is located on Meade Ln., Crescent Dr., Navajo Dr., Talkington Dr., Elizabeth Dr., Hazel Way, Thelma Way, Davis Way, and Louise Way as seen in the attached context and vicinity maps. Improvements on these streets generally consist of replacing approximately 6,500 LF of water main, 135 water services, 20 fire hydrants, 6,400 LF of sewer main, 145 sewer services, 40 manholes, 3 storm drain inlets, 25,100 SY of asphalt structural section, 14,800 LF of curb and gutter, 6,000 SF of valley gutter, 1,900 SF of sidewalk, 26,700 SF of driveway, and other associated work.

After consulting with IT, we determined that the streets impacted by the Coconino Estates Improvements Phase II project are not included in IT's Broadband Master Plan. Specifically, the Master Plan shows that the broadband fiber will be located in Ft. Valley Road (US180) north of Meade Lane. This alignment passes Coconino County-owned land, FUSD's Sechrist School, the Pioneer Museum, and ultimately gets broadband to Fire Station #5. The alignment on US180 stands to give the City the greatest chances of partnerships with other community stakeholders, both public and private. Due to the rising cost of material, the project, presently designed without fiber conduit, came in approximately \$800K over the engineer's estimate. Staff is committed to continuing to look for any and all opportunities to further the Community's Broadband Master Plan and will bring those opportunities forward to Council as they come.

The temporary construction yard location has yet to be determined and will be proposed by Standard Construction Company, Inc. and approved by the City. Approval will be based on new Temporary Use Permit requirements including neighborhood notifications, enhanced project signage, secured and screened fencing, and strict enforcement on approved types of uses on the site and operating hours. City staff has made it clear that the Thorpe Park Annex site (currently being utilized for the Coconino Estates Improvements Phase I Project) will not be allowed for the Coconino Estates Improvements Phase II Project.

Pending Council's approval, construction is anticipated to begin this Summer. The 540-calendar day duration will span over two construction seasons with the Project anticipated to be complete in the Fall of 2022.

Financial Impact:

The Project is funded by three (3) funding sources consisting of a portion of the Road Repair and Street Safety Program (RR&SS) - Coconino Estates total appropriations of \$12,950,191 for FY21 and FY 22 in Account (046-05-116-3371-6), the Aging Water Infrastructure Replacement Program (AWIR) total appropriations of \$3,400,000 for FY22 and FY 23 in Account (202-08-370-3157-0), and the Aging Sewer Infrastructure Replacement Program (ASIR) total appropriations of \$900,000 for FY22 in Account (203-08-375-3220-0).

Policy Impact:

An award of this Construction Contract supports Water Services Strategic Plan Objective 5: Accelerate Infrastructure Maintenance and Replacement.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure

Deliver outstanding services to residents through a healthy, well maintained infrastructure

Regional Plan

Goal WR.2.

Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Policy WR.2.2.

Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.

Goal T.8.

Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Policy T.8.6.

Maintain the City's street infrastructure in a cost-effective manner to ensure the safety and convenience of all users.

Has There Been Previous Council Decision on This:

- Council previously approved the ballot language for the Road Repair and Street Safety Initiative (Prop. 406).
- Council approved and adopted the Road Repair and Street Safety – Utility Replacements and Overlays – Coconino Estates, Aging Water Infrastructure Replacement, and Aging Sewer Infrastructure Replacement FY 2021 budgets.
- Council approved the Engineering Professional Services Contract for the design of the Project at the November 19, 2019, City Council Meeting.

Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2021; or,
2. Reject approval of the award as recommended. This action would delay the Project.
 - a. If rejection occurs, possible options include:
 1. Direct Staff to re-advertise the Project; or
 2. Suspend or cancel the Project completely.

Background/History:

On November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the Election, voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff. The sections of Crescent Dr. and Navajo Dr. qualified to receive pavement and utility improvements due to their existing pavement overall condition index (scale of 100-0) being at or below 50 and their existing utilities needing repair or replacement due to age, material, size, and or repeated maintenance.

Water Services had previously identified the utility improvements on Meade Ln., Talkington Dr., Elizabeth Dr., Hazel Way, Thelma Way, Davis Way, and Louise Way as future projects and recognized a potential costs savings by combining and delivering these projects with Crescent Dr. and Navajo Dr. given their proximity. These streets did not qualify to receive RR&SS funding.

On February 25, 2021, the City of Flagstaff's Purchasing Section posted an Invitation for Bids (IFB) solicitation for the construction contract on the PlanetBid's website and advertised the IFB in the Arizona Daily Sun on March 7 and 14, 2021. There were three (3) bids received and opened electronically on April 7, 2021. A summary of the bids received are identified in the Key Considerations section below. Standard Construction Company, Inc. was determined to be the lowest responsive and responsible bidder.

Key Considerations:

The three (3) bids received for the Project are as follows:

Standard Construction Company, Inc.	\$6,839,565.43
Kinney Construction, LLC.	\$6,876,700.00
Haydon Companies. LLC.	\$11,998,751.00

The Engineer's Estimate (without the Contract Allowance) was \$6,022,455.00.

Per the City of Flagstaff's Procurement Code Manual, after the bidding process the Contract Allowance may be added to the Total Contract Amount and is based on the Engineer's Estimates or the low bid amount, whichever is lowest. The \$301,122.75 Contract Allowance is 5% of the Engineer's Estimate. The Contract Allowance is used only at the City's discretion to address certain unforeseen items of work that could not be determined at the time of contracting and may be included in the Total Contract Amount.

Administrative Change Order Authority is established to address inevitable differing field conditions usually becoming time-sensitive major construction issues resulting in unforeseen costs that are more than the Contract Amount. Change Order Authority provides the City Manager, on behalf of the Council, the administrative authority to amend the Contract Amount up to an established dollar amount (10% of the Contract Amount, less the Contract Allowance) and is only utilized if the Contract Allowance is or would become exhausted.

Engineering did consult with Information Technology (IT) on whether fiber-optic conduit should be included in this Project, in support of the Broadband Master Plan. We determined that the streets impacted by the Coconino Estates Improvements Phase II project are not included on IT's Broadband Master Plan. Specifically, the Master Plan shows that the broadband fiber will be located in Ft. Valley Road (US180) north of Meade Lane. This alignment passes Coconino County owned land, FUSD's Sechrist School, Pioneer museum and ultimately Fire Station #5. The alignment on US180 stands to give the City the greatest chances of partnerships with other community stakeholders, both public and private. Due to the rising cost of material, the project, presently designed, is expected to come in approximately \$800K over the engineer's estimate. Staff is committed to continue to look for any and all opportunities to further the Community's Broadband Master Plan, and will bring those opportunities forward to Council as they come.

The Temporary construction yard location has yet to be determined and will be proposed by Standard Construction Company, Inc. and approved by the City. Approval will be based on new Temporary Use Permit requirements including neighborhood notification, project signage, screened fencing and strictly enforced operating hours. City staff have made it clear that the Thorpe Park Annex site (currently being utilized for the Coconino Estates Improvements Phase I Project) will not be allowed for the Coconino Estates Improvements Phase II Project.

Expanded Financial Considerations:

The Project is funded by three (3) funding sources consisting of a portion of the Road Repair and Street Safety Program (RR&SS) - Coconino Estates total appropriations of \$12,950,191 for FY21 and FY 22 in Account (046-05-116-3371-6), the Aging Water Infrastructure Replacement Program (AWIR) total appropriations of \$3,400,000 for FY22 and FY 23 in Account (202-08-370-3157-0), and the Aging Sewer Infrastructure Replacement Program (ASIR) total appropriations of \$900,000 for FY22 in Account (203-08-375-3220-0).

The improvements on Crescent Dr. and Navajo Dr. will be funded by \$4,700,000 of the Coconino Estates total appropriations of \$12,950,191 for FY21 and FY22 as follows:

FY 21 - \$1.0M of the \$6.9M

FY 22 - \$3.7M of the \$5.9M

For a total of \$4.7M from the Coconino Estates funds.

The improvements on Meade Ln., Talkington Dr., Elizabeth Dr., Hazel Way, Thelma Way, Davis Way, and Louise Way will be funded by the AWIR total appropriations of \$3,400,000 for FY22 and FY 23 and the ASIR total appropriations of \$900,000 for FY22 as follows:

FY 22 - \$2.4M of the \$2.4M in the AWIR; \$900K of the \$900K in the ASIR = \$3.3M Total

FY 22 - \$1.0M of the \$1.0M in the AWIR = \$1.0M Total

For a total of \$4.3M from the AWIR and ASIR funds

Community Benefits and Considerations:

- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 56 - 94 years old, to meet current standards, minimizing the possibility of emergency repairs and associated service outages.
- Replacing aged and deteriorated asphalt that is no longer maintainable with a chip seal or overlay and improving the streets ride quality and longevity.
- Improving drainage issues and extending the life expectancy of the roadway by eliminating low spots in the existing curb lines and by replacing the existing rolled curb with vertical curb to improve the stormwater capacity of the roadway.
- Replacing select sections of existing sidewalk with tripping hazards.
- Coordinating construction on multiple streets to minimize inconvenience to the public and to reduce costs.

Community Involvement:

Inform, Involve, Empower:

- In November 2014, voters approved a dedicated sales tax increase to fund road repairs and street safety improvements throughout the City of Flagstaff.
- Since 2015 the Project has been listed as a proposed project in the interactive map on the Road Repair and Street Safety section of the City of Flagstaff's Website at: www.flagstaff.az.gov/roadsafety.
- Updates to the Road Repair and Street Safety Program, which included the proposed Project, have been presented by the Capital Improvements Engineer at multiple Transportation Commission Meetings, Council Meetings, and Budget Meetings.
- In October 2020, Beta PR, on behalf of the City, sent an Upcoming Project Notice that included information on how to view a virtual Project presentation located on the Project Website at www.coconinoestates.com, a Project hotline number, and how to sign up to receive regular Project updates by email.
- Beta PR established and will maintain the Project hotline for interested parties to use as a resource for Project information, answers Project specific questions, and for contacting the Project Team throughout the duration of the Project.
- Beta PR gathered contact information to create a database to electronically distribute eNews articles to interested parties with Project updates and information throughout the duration of the Project.
- Weekly updates consisting of schedule, sequence, and impacts will be provided throughout the Project to residents who sign up to receive them.
- Staff met with several individual property owners during design and will continue to do so throughout construction.
- All the Emergency and relevant Public Service organizations will be notified of the Project prior to construction.
- Temporary entry permit requests will be sent to the residents adjacent to the Project prior to the start of construction.
- Construction Notices will be sent to the residents adjacent to and in the area surrounding the Project prior to the start of construction.
- The Project Website will be updated to keep the Public informed during construction.

Expanded Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2021; or,
 2. Reject approval of the award as recommended. This action would delay the Project.
 - a. If rejection occurs, possible options include:
 1. Direct Staff to re-advertise the Project; or
 2. Suspend or cancel the Project completely.
-

Attachments:

Contract

Contract - Exhibit A

Contract - Exhibit B

Contract Supplementary Justification Form – Coconino Estates Improvements Phase II

Context Map – Coconino Estates Improvements Phase II

Vicinity Map – Coconino Estates Improvements Phase II

Council Presentation – Coconino Estates Improvements Phase II

CONSTRUCTION CONTRACT #2021-86

City of Flagstaff, Arizona and Standard Construction Company, Inc.

This Construction Contract ("Contract") is made and entered into this ____ day of _____ 2021, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") Standard Construction Company, Inc. ("Contractor") with offices at 810 Western Avenue, Avondale, Arizona 85323. 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 for the **Coconino Estates Phase II Improvements Project** (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit A. Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents 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 at a location identified by the City. The meeting will be held at a location identified by the City. The purpose of the meeting is to outline specific construction items and procedures that 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 B); 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 Special Provisions Exhibit A
- 2.1.2 Revisions of MAG Standard Specifications for Public Works Construction Exhibit B
 (“Flagstaff Addendum to MAG”)

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **seven million one hundred forty thousand six hundred eighty-eight dollars and eighteen cents (\$7,140,688.18)**, which is the sum of the Contractor’s bid amount of \$6,839,565.43 and a Contract Allowance of \$301,122.75, 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 **five hundred forty (540) calendar days** from the date of the Owner's Notice to Proceed, **anticipated to be June 1, 2021**, 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 B, 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 Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason*, on the Project. Owner 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 Owner. If the needed repairs and/or maintenance are not addressed within the timeframe, the Owner will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of 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 Owner and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

13. Notices. 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:

Matthew Luhman, CPP, CPPB
Purchasing Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
mluhman@flagstaffaz.gov
928.213.2278

If to Contractor:

Steve Sutton, President
Standard Construction Company, Inc.
810 East Western Avenue
Avondale, AZ 85323
estimating@standardaz.com
623.583.9500

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

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

18. Amendment of Contract. This Contract may not be modified or altered except 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 Owner 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 Contract 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 Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified 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. Force Majeure. The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the Owner and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth

in Exhibit A – Special Provisions. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the Owner will pay no additional costs incurred as a result of such events.

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

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

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

Owner:
City of Flagstaff

Contractor:
Standard Construction Company, Inc.

Greg Clifton, City Manager

Signature

Attest:

Printed Name

City Clerk

Title

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND**

PROJECT NAME: Coconino Estates Phase II Improvements Project
PROJECT NUMBER: 03-19015

BID NUMBER: 2021-86

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

Witness our hands this _____ day of _____ 20____.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

**CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND**

PROJECT NAME: Coconino Estates Phase II Improvements Project
PROJECT NUMBER: 03-19015

BID NUMBER: 2021-86

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

Witness our hands this _____ day of _____ 20__.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

SPECIAL PROVISIONS

City of Flagstaff Coconino Estates Phase II Improvements

Prepared By:

The WLB Group, Inc.

500 N. Beaver Street
Flagstaff, Arizona 86001

Phone 928-779-1500

Fax 928-779-1501

Eric Weidinger

e-mail eweidinger@wlbgroup.com

February 9, 2021

Final 2 Submittal

City of Flagstaff Project Number: 03-19015



INDEX TO THE SPECIAL PROVISIONS:

PART 000	INTRODUCTION
PART 100	GENERAL CONDITIONS
PART 200	EARTHWORK
PART 300	STREETS AND RELATED WORK
PART 400	RIGHT OF WAY AND TRAFFIC CONTROL
PART 600	WATER AND SEWER
PART 700	MATERIALS
APPENDIX A	As-Built/Record Drawings Checklist for City of Flagstaff Public Improvements, December 12, 2019
APPENDIX B	Report on Geotechnical Investigation Brannen Addition Water and Sewer Improvements, by Speedie and Associates, Project No. 192658SF, dated May 20, 2020.
APPENDIX C	T2 Utility Engineers Test Hole Data Report & Key Map



MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2019 EDITION, CITY OF FLAGSTAFF GENERAL PROVISIONS, AND CITY OF FLAGSTAFF ENGINEERING STANDARDS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 – GENERAL CONDITIONS

SECTION 104 – SCOPE OF WORK

104.1 WORK TO BE DONE:

104.1.1 GENERAL:
(revise to include the following)

The City of Flagstaff Coconino Estates Improvements Phase II (CEIP2) project is located in the north end of the Coconino Estates Neighborhood within west Flagstaff. The utility and roadway improvements will be designed and constructed for several streets within the neighborhood as follows:

1. Crescent Drive: Meade Lane to Talkington Drive
2. Navajo Drive: Elizabeth Road to Talkington Drive
3. Talkington Drive: Meade Lane to Crescent Drive
4. Elizabeth Drive: Navajo Drive to Talkington Drive
5. Hazel Way, Thelma Way, Davis Way, and N and S Louise Way.
6. Meade Lane: Crescent to approximately the Rio De Flag.

In general, improvements within the above streets consist of:

- Water main replacements and extensions
- Water service and hydrant replacements
- New Air Release Valves
- Sanitary sewer main replacements
- Sanitary sewer service and manhole replacements
- Construct new sanitary sewer main
- Full depth pavement reconstruction
- Replacement of roll curb with vertical curb and gutter
- Driveway Reconstruction
- Stormwater drainage issue resolution within roadway

104.1.2 MAINTENANCE OF TRAFFIC:
(revise to include the following)

The contractor shall provide to the City a traffic control plan and corresponding schedule for the project that includes provisions for access to all adjacent private properties within the project area. The detailed traffic control plan and corresponding schedule shall be submitted to and approved by the City of Flagstaff prior to the start of work. The contractor may temporarily restrict vehicular traffic to properties through advance written notice, approval from the City and the property owners.

The Contractor shall be required to provide no less than one (1) week advanced written notice of all street closures and traffic restrictions to all affected property owners, and residents as well as to the City's Project Manager. The notice shall include the Contractor's name, contact person and local telephone number.

Existing pedestrian and bicycle facilities shall be continued through or around the construction zone. The Contractor is responsible for securing the construction site and maintaining safe passage for pedestrian and bicycle traffic.

Pedestrian access throughout the project limits shall be maintained. Should construction occur during the school year, any existing school bus stops will need to be temporarily relocated to another location acceptable to the Flagstaff Unified School District Transportation Director. The Contractor shall coordinate any school bus relocations through the Flagstaff Unified School District Transportation Director, Patrick Fleming at 928-527-2301.

Access to the community pool shall be maintained. Should construction occur during the pool season (May 31 - September 6), Existing pedestrian, vehicles and bicycle facilities shall be continued through or around the construction zone. The Contractor is responsible for securing and maintaining safe passage for pedestrian and bicycle traffic to the pool.

Special Access Requirements:

The Contractor shall maintain access to all side streets, access roads, driveways, and alleys at all times during their hours of operations. Access to all residential driveways shall be provided during all non-working hours. Where property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as feasible and be restored at the end of the work shift.

Traffic Control and Safety:

At the time of the Pre-construction Meeting, the Contractor shall designate an employee, other than the Project Superintendent, who is well qualified and experienced in construction traffic

control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. The contractor shall designate and provide the contact information of one person who shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. This representative must be within 20 minutes response time from the project area and must be able to operate equipment. Traffic control shall include pedestrian as well as vehicle traffic.

Public Involvement:

At the time of the Pre-construction Meeting, the Contractor shall designate an employee who is responsible for coordination with the public, including but not limited to property owners, business owners, and tenants. This person shall be qualified and experienced in public coordination during a construction project and shall be available during all periods of construction to address any issues.

The City has procured the services of a Professional Public Relations Firm to assist with the public outreach process during the construction of the Project. The Contractor shall coordinate with and provide all the necessary information required for public outreach efforts to the City's Public Relations Firm. No separate payment will be made for the coordination with and or information provided to the City's Public Relations Firm. It shall be incidental to the cost of the Project.

Sanitation Pickup:

Trash and recycle pickup in the project area is scheduled every Monday (trash) and Thursday (recycle). When construction activity interferes with pickup, the contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Solid Waste Division of the Public Works Department contact is 213-2110.

104.2 ALTERATION OF THE WORK

104.2.3 DUE TO EXTRA WORK

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 104.2.3.

(Revise to include the following)

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

SECTION 105 – CONTROL OF WORK

105.2.1 RECORD DRAWING (As-Built Plans): (revise to include the following)

The Contractor shall be required to maintain an as-built "red-line" set of construction plans that fully describes work that deviated from the approved contract documents. The redline plan set will be reviewed at each weekly meeting with the City's PM and the engineer to assure that all deviations from the plans are being noted. The redline plan set needs to be legible and contain accurate information that will be used by the Engineer to prepare Record Drawings at the conclusion of the project. The redlines will include at least the following information:

Sewer

Stations for all cleanouts and services.
Station and length of pipe encasements.
Swing ties to manholes

Water

Stations of all water services including landscape and fire lines.
Stations of all fire hydrants.
Stations of all valve boxes, air release valves.
Stations/elevations for all horizontal and vertical bends and tees.
Profile views of all pipeline vertical alignments.
Stations and length of pipe encasements.
Swing ties to all valves and fire hydrants
Blow up sketched of fittings and realignments
All stations and elevations shall be documented with a sealed as-built survey which will be provided to the City at the conclusion of the project.
All roadway stations and elevations shall be documented with a sealed as-built survey which will be provided to the City at the conclusion of the project.

The contractor is responsible for preparing sealed Record Drawings at the conclusion of the project. The record drawings shall be completed per Section 13-06-002-0008 of the City Engineering Standards and the attached COF As-built checklist dated April 27, 2015. They shall be sealed by a registered Civil Engineer and registered Land Surveyor in the State of Arizona and approved by the City. The City of Flagstaff As-Built Plans/Record Drawings Checklist has been included in the contract documents for the convenience of the Contractor. The Contractor is responsible for verifying all items required per COF As-built checklist dated December 12, 2019.

105.5.1 WEEKLY CONSTRUCTION MEETING:

(revise to include new sub-section)

The Contractor's Superintendent shall attend weekly construction progress meetings. The Contractor representative shall be prepared to discuss construction schedule, construction activities projected for the next two weeks, problems, issues and any other pertinent project details as may be required by the City's representative.

The Contractor shall prepare meeting agendas and meeting minutes. Minutes shall be distributed within four (4) working days after the meeting.

105.5.2 PROTECTION OF WORK:

(revise to include new sub-section)

The Contractor is required to protect work during inclement weather. The contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

105.8 CONSTRUCTION STAKES, LINES, AND GRADES

(revise to include the following)

Unless noted otherwise in the contract documents, the Contractor shall layout the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the Owner for clarification, before proceeding with the work.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.2 PERMITS:

(revise to include the following)

The Contractor shall be required to obtain all City required permits. The City of Flagstaff Capital Improvements Program will prepare Temporary Entry Permits for the work to be done on private property as needed. A copy of these permits will be provided to the contractor and shall be kept on site during construction.

ADOT Permits

The Contractor is responsible for obtaining an ADOT encroachment permit for work within the ADOT Right-of-Way and adhering to all the permit requirements. The cost to prepare and submit the Highway Encroachment Permit Application is incidental to construction; no additional

payment will be made. NO WORK SHALL TAKE PLACE INSIDE THE ADOT RIGHT-OF-WAY WITHOUT AN APPROVED PERMIT ON-SITE.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

(revise to include the following)

The Coconino Estates Improvements Phase II project includes work associated with disconnecting, removing, disposing, and abandoning existing AC waterlines in-place. The Contractor is responsible for all work associated with these activities to complete the project as shown on the construction documents. All work relating to the removal and disposal of the waterline materials as described above shall be incidental to the project and no separate payment shall be made for this work.

Work relating to the removal and disposal of sewer line that has asbestos containing materials shall be paid for as indicated in the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

The Contractor shall strictly follow City of Flagstaff requirements regarding the handling, removal and disposal of asbestos containing materials. Detailed instructions are shown on the construction plans.

107.6 PUBLIC CONVENIENCES AND SAFETY

(revise to include the following)

Whereas on-street parking currently exists within the project limits, the Contractor shall give written notice, describing the proposed work and parking restrictions, to each adjacent business or residence. Written notice (with specific dates of anticipated construction work) shall be given at least one week in advance of the work. In the event that the work requires removal of parked vehicles, the Contractor shall coordinate removal of vehicle to the nearest convenient side street at the Contractor's expense. No separate payment will be made for this work.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

(revise to include the following)

Survey monuments and property corners not specifically called out for removal and replacement shall be protected and not disturbed. If monuments or property corners are disturbed that are not specifically called out on the plans, all costs associated re-establishing disturbed survey monuments and property corners shall be borne solely by the Contractor. All survey monuments that are set as a part of the project shall be done by a registered land surveyor and recorded with Coconino County prior to final payment. See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 430 and Section 430 of these special provisions.

Landscaping shall be restored to pre-construction condition per the Engineer's Design Report. In areas where the contractor is working near existing landscape walls it is the contractor's responsibility to document the existing condition of the walls and maintain that condition throughout construction. As part of the restore disturbed landscaping line item work, the Contractor shall replace and/or restore disturbed landscaping including but not limited to fences, gates, brick pavers, retaining walls, landscape rock walls or rock barriers, parking bumpers, driveway materials, private signage, surface materials, any other owner improvements impacted by the construction of the project, etc. as needed to construct the proposed improvements. Landscaping items that will not be included in the restore disturbed landscaping line item work, and that the Contractor shall not be responsible for, include flowers and bushes within the City's right-of-way. These items will be the responsibility of the property owner to salvage and or replant. It is the contractor's responsibility to coordinate with the City's PM to discuss areas where there may be more impact to existing landscaping than what is called out on the plans. The restoring disturbed landscaping line item of work shall also include the extension of the existing landscaping surface materials to the new back of curb location with new landscaping surface materials matching the existing adjacent materials including landscape rock, mulch, and topsoil where adjacent landscaped vegetation exists. Items that are not included in the extension of the existing landscaping surface materials, and that the Contractor shall not be responsible for are any vegetation and irrigation lines.

Protection of Existing Trees and Vegetation:

Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

1. Provide protection for roots over 1-1/2 inch in diameter that are cut during construction operations. Coat cut faces with an acceptable coating formulated to use on damaged plant

tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out, cover with earth as soon as possible.

2. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in manner acceptable to the City's Project Manager. Employ a licensed arborist to repair damage to trees.

3. Replace trees that cannot be replaced and restored to full-growth status, as determined by the City Project Manager.

The Contractor is responsible for trimming trees/landscaping to construct the proposed improvements, provide sight clearance for signage, driveways, and other construction improvements.

The contractor shall record and provide the City with a pre-construction video and pictures (in readable format) of the full construction area prior to mobilization, paying special attention to the private property boundary and private improvements. This video will serve as a record of preexisting conditions and it is in the best interest of the contractor to record a thorough document for the record.

107.9.1 ERROSION AND SEDIMENT CONTROL: (new section)

The size of this project is greater than one (1) acre. Erosion control shall be in accordance with Section 431 of the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction. The Contractor is required to submit a Notice of Intent and a Notice of Termination to the Arizona Department of Environmental Quality. The Contractor shall use best management practices (BMP) in controlling stormwater runoff. A stormwater pollution prevention plan (SWPPP) has been included in the construction documents for the Contractor's use. The contractor shall develop and maintain a SWPPP inspection and maintenance binder that is to be kept on site during construction.

107.9.1.1 MEASUREMENT AND PAYMENT:

Measurement shall include all items required to comply with the requirements of the AZPDES permit program.

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

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(revise to include the following)

The Contractor is responsible for providing written notification to each affected resident at least 96 hours prior to any disruption to water or sewer service in the construction area. The notice must include the exact time of the disruption of service and the expected duration of the loss of service. Contractor shall submit water service interruption notifications to the City's Project Manager for approval prior to distribution. Unless otherwise approved by the City's Project Manager, water service interruptions shall begin no earlier than 8:00 AM.

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

Locations of underground utilities shown on the plans are to be regarded as approximate only.

Utility company contacts are listed below:

Arizona Public Service	Ryan Weisner	(928) 773-6446
CenturyLink	Manuel Hernandez	(928) 779-4935
SuddenLink	Sanford Yazzie	(928) 266-0672
Unisource	Martin Conboy	(928) 226-2269
City of Flagstaff Sewer	Joe Almanderz	(928) 853-4876
City of Flagstaff Water	Jim Davis	(928) 213-2411

APS utility poles and down guys shall remain in place unless otherwise noted on the plans. The Contractor is responsible for maintaining the integrity of utility poles and down guys during construction. No separate payment shall be made for protecting, bracing, shoring or otherwise protecting utility poles.

SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS:

108.1 NOTICE TO PROCEED

(revise to include the following)

Prior to notice to proceed, the contractor may only work on non-destructive items such as materials submittals, franchise utility coordination, public coordination, securing a construction yard, field reconnaissance, etc. The contractor shall guarantee bid prices until the completion of the project.

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

Trench Rock Excavation, Unsuitable Materials, and Subgrade Stabilization are allowance items included in the contract bid schedule. Time to perform these established work items at their indicated quantities shall be included in the Contractor's original work schedule. The contract duration has been established to include time to perform the allowance work and the Contractor shall be prepared with appropriate labor and equipment to perform the work in the time allotted. Additional contract time may be requested if these allowance quantities over run the original quantities.

108.5 LIMITATIONS OF OPERATIONS:
(revise to include the following)

Due to the Project's funding restrictions, the Contractor shall be required to initiate and complete construction on Crescent Drive, Elizabeth Drive, Navajo Drive to the satisfaction of the City's Representative prior to any construction activities beginning on Talkington Drive and intersecting side streets. Contractor will be responsible for the temporary grading between the new improvements within Crescent Drive, Elizabeth Drive, and Navajo Drive to Talkington Drive until construction on Talkington Drive can begin. No separate payment for the work under this section will be made.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The Contractor's schedule must include the above anticipated adverse weather delays on a month-by-month basis during the contractor's normal working schedule.

SECTION 110 – NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

110.1 GENERAL
(revise to include the following)

There are several project allowances included. The allowances are available based on the City Project Managers approval and actual field conditions. It is the responsibility of the Contractor to document quantities and payment requested associated with each allowance. The allowances are as follows:

Trench Rock Excavation – There is rock in the area and it is anticipated that the Contractor will encounter rock. Refer to Section 601.2.1 of the City of Flagstaff Amendments to the MAG Specifications.

Unsuitable Material – Refer to the Geo-tech Report revised by Speedie and Associates, report number 192658F, dated 05-20-2020 and City of Flagstaff Amendments to the MAG Specifications Section 205.2.

Subgrade Stabilization - Refer to Section 301.1 of the Geo-tech Report revised by Speedie and Associates, report number 192658F, dated 05-20-2020.

PART 200 – EARTHWORK

SECTION 205 – ROADWAY EXCAVATION

A geotechnical investigation was completed and revised by Speedie and Associates, report number 192658SF, dated 05/20/2020. The report is attached for the contractor's information. The report, while representative, is not guaranteed to be indicative of all field conditions on site regarding asphalt thickness or location and type of subsurface soil and rock. It is the contractor's responsibility to investigate the field conditions fully prior to bidding. The bid item #100 Remove and Dispose of Existing Asphalt shall include removal and disposal of asphalt and any base materials needed to attain subgrade elevation.

205.2 Unsuitable Material: (revise to include the following)

In the event that subgrade stabilization is required in addition to or in place of removing and replacing unsuitable material, the preferred subgrade stabilization is filter fabric and geogrid below an aggregate base layer per the recommendations in the geotechnical report provided by Speedie and Associates, report number 192856SF, dated May 20, 2020. The unit price for the subgrade stabilization line item shall be based on the preferred subgrade stabilization method as previously mentioned and shall include all equipment, labor and materials necessary to install the filter fabric and geogrid complete in place. The costs to remove the unsuitable material and replace with materials that conform to the project specifications shall be per the unsuitable material allowance. Other stabilization methods including: removal and replacement of additional subbase, cement treating, and lime stabilization that may be more beneficial for the Project. The contractor is responsible for coordinating proposed solutions that may be acceptable to the City of Flagstaff. If stabilization options other than the preferred stabilization option mentioned above are used, the unit price for subgrade stabilization shall be renegotiated and shall be paid out of the Subgrade Stabilization Allowance bid item.

205.6 SURPLUS MATERIAL:
(revise to include the following)

The cost of hauling off material to prepare the subgrade of the proposed asphalt is included in the bid price of the pavement removal and new asphalt. There may be areas within the project that have cinders in the subgrade. All cinders encountered shall be removed, which is included in the removal costs replaced with materials that conform to the project specifications, which is included in the new asphalt bid item.

Earthwork quantities have not been calculated and the cost of excavating and hauling material off to reach the proposed subgrade is included in the surface improvement bid items.

PART 300 – STREET AND RELATED WORK

SECTION 301 – SUBGRADE PREPARATION

301.1 DESCRIPTION:

The work under this section shall be in accordance with Section 306 of the MAG Standard Specifications and modified herein.

The recommended subgrade stabilization is a geogrid and aggregate base for the project based on the geotechnical report provided by Speedie and Associates, report number 192856SF, dated May 20, 2020. Stabilization options typically include: removal and replacement of additional subbase, cement treating, and lime stabilization. The contractor shall present preferred method to be approved by the City of Flagstaff Project Manager.

301.8 PAYMENT:
(revise to include the following)

No separate payment for the work under this section will be made. Subgrade preparation is included in the bid price of all surface improvements including Asphalt, Curb, sidewalk, sidewalk ramps, driveways, pavers, etc.

SECTION 310 – PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.5 PAYMENT:
(revise to include the following)

Payment for aggregate base course shall be included in the contract unit prices for items of work that include aggregate base course.

SECTION 321 – PLACEMENT AND CONSTRUCTION OF HOT ASPHALT CONCRETE PAVEMENT

321.1 DESCRIPTION:

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

The recommended full depth pavement section of 4.5" over the 12" mechanically stabilized subgrade section with filter fabric and Tensar Geogrid BX1200 for the project based on the geotechnical report provided by Speedie and Associates, report number 192856SF, dated May 20, 2020.

The T-topped trench shall have an asphalt thickness of 4.5" or match the existing asphalt section whichever is greater, T-topped trenching per COF Engineering Detail 9-01-030.

321.2 MATERIALS AND MANUFACTURE:

The asphalt concrete mix designation for this project shall be a ¾" mix. See Specification Section 710.2.1 for Asphalt Binder.

321.8 PLACEMENT:

(revise to include the following)

Sufficient trucks shall be available to enable paving to proceed continuously. Failure to provide a sufficient number of trucks may be considered a failure of the Contractor's responsibilities under Section 108.6 of the MAG Standard Specifications.

321.12 MEASUREMENT:

(revise to include the following)

Asphalt concrete will be measured by the square yard of material complete in place including tack coat as needed.

321.13 PAYMENT:

(revise to include the following)

Payment for asphalt construction will be paid for at the contract price per square yard for asphalt concrete pavement section. Tack coat is included in the square yard bid price for asphalt.

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

340.1 DESCRIPTION:

(revise to include the following)

Limits of replacements are shown on the plans along with approximate quantities of removals and replacements. Actual limits of removal and replacement will be verified in the field and approved by the City. The sidewalk and curb limits should be adjusted to the nearest expansion joint. If the quantity varies from the plan, the contractor shall verify the limits with the City Project Manager.

340.2.1 DETECTABLE WARNINGS:

(revise to include the following)

All detectable warning devices used on the project shall be cast iron plates manufactured by East Jordan Iron Works and Neenah Foundry Co or approved equal. The cost of the detectable warnings is included in the cost of the ramp replacement.

340.3 CONSTRUCTION METHODS:

(revise to include the following)

Sidewalks, curb & gutters and ramps shall be constructed on three (3) inches of aggregate base course. No direct payment will be made for aggregate base course. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant.

All sidewalk ramps are quantified separately from the concrete sidewalk. The limit of the ramp replacement is per the details on the plans. If the removal limits expand beyond the center panel the additional concrete area shall be quantified and paid for at the concrete sidewalk bid price. All costs associated with the construction of the ramps are incidental to the bid price. This includes the additional form work and cast-iron detectable warning surface. Remove BOC along ramp.

The Contractor shall take extra precaution to protect all freshly poured concrete from vandalism. The Contractor shall coordinate placement of all new concrete with businesses and residences a minimum of forty-eight (48) hours in advance of the work. Night work, admixtures to accelerate hydration and setting of concrete and protective coverings should be considered by the Contractor to ensure that the finished concrete is free from any defects. Refer to MAG Spec. Sec. 107.10.

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

340.3.4 Joints:
(revise to include)

The Contractor is required to dowel new concrete into existing where driveway match-up connects to existing. Expansion joints shall be placed between all existing and new concrete, except for driveway match-up locations where concrete is to be doweled.

340.6 PAYMENT
(revise to include)

Doweling and expansion joints are incidental to the installation of concrete.

340.7 ACCEPTANCE
(revise to include new section)

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

340.5 MEASUREMENT:
(revise to include the following)

If the removal limits expand beyond the center panel the additional concrete area shall be quantified and paid for at the concrete sidewalk bid price.

SECTION 350 – REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION:
(revise to include the following)

Some of the removal limits may be at existing joints that are not uniform and clean. If this is the case the contractor shall shift the match line 6" past the joint and saw cut the curb to create a uniform edge. Contractor to document the adjusted stationing of the removal limits on the red-line as-built drawings so that quantities can be verified.

For paver driveway match-up, the pavers shall be removed to a neat edge. The Contractor is responsible for maintaining the edge during construction.

Existing fire hydrants to be removed shall be salvaged. Coordinate delivery location and schedule with City's Engineering Construction Inspector. Contractor shall salvage and deliver only the nozzle (yellow part) portion of the fire hydrant, from the traffic flange and above. All other fire hydrant materials shall be disposed.

Where called for on the plans, the Contractor shall remove and dispose valve box, cover, and concrete collar and abandon the valve in place.

Where called for on the plans, the Contractor shall remove and dispose manhole collar, ring, frame and cover, and cone. If there is no cone, remove and dispose upper 36" of brick, and fill manhole base with slurry and abandon in place.

350.2.1 UTILITIES:

(Revise to include the following)

The removal of existing improvements shall be conducted in such a manner as not to damage active utilities or any portion of the improvement that is to remain in place.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the City. For manholes the manhole collar, ring, frame and cover, and cone shall be removed and disposed. If there is no cone, remove and dispose upper 36" of brick. Fill manhole base with slurry, plug inlet/outlet if necessary. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Removal of asbestos containing material shall be in accordance with the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 107.5.4.

All underground utility construction must be conducted via trench removal and the surrounding asphalt must be protected in place until full roadway removal and replacement is started.

The construction plans may or may or may NOT represent the location of the existing service lines correctly. Investigation will be required to understand which services are active and determine locations of the connection at the property line. The Contractor is required to verify that the service is active and the location of each sewer service at the property line during removal. This is included in the cost of removing and replacing the sewer services and no additional payment will be made for investigation. The unit price includes all investigation, locating and removal of the existing sewer service.

350.3 MISCELLANEOUS REMOVAL AND OTHER WORK:

(revise to include the following)

There are locations where fencing will need to be removed and replaced for meter or cleanout installation. The contractor is to avoid removal if possible. If removal is required the contractor shall preserve the fencing and reinstall to pre-construction condition or better. All fencing removal and reinstallation is incidental to the surrounding construction and additional payment will not be made.

(B) Remove and reset mailboxes shall be in accordance with Specification Section 450.

SECTION 405 SURVEY MONUMENTS

405.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 405 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-03-002-0007 and 13-21-001-0405.2 and as modified herein.

All right-of-way centerline monuments shall be set as part of this project. Existing right-of-way monuments shall be reset in accordance with Section 13-03-005-0004 of the City Engineering Standards. In locations where right-of-way centerline monuments are missing, monument locations shall be calculated by a registered land surveyor in the State of Arizona and new monuments shall be set by the same.

405.3 CONSTRUCTION:

(revise to read)

Survey monuments shall be set by a licensed land surveyor registered in the State of Arizona. Survey monuments shall be installed accurately per City of Flagstaff Engineering Detail 3-02-070 Monument information shall be documented in accordance with section 13-03-002-0007 of the City Engineering Standards. Information on the as-built plans shall be furnished by a registered land surveyor and include all the information listed in the City engineering standards, Section 13-03-002-0007(I). including, but not limited to: City assigned point number, street location, monument type, and NAVD88 elevation. The surveyor shall prepare and record a Record of Survey map showing the monuments found and set. This map shall include the City's unique identifying number for each point. The Result of Survey shall be reviewed and accepted by the City prior to recordation.

Any survey monuments with boxes and covers shall be adjusted to grade by the Contractor without disturbing the survey monument.

405.4 MEASUREMENT
(revise as follows)

Survey monuments shall be measured by the number of units of each type of monument constructed and accepted.

SECTION 430 – LANDSCAPING AND PLANTINGS

430.1 DESCRIPTION:
(revise to include the following)

All disturbed landscape areas will be restored to original landscaping conditions per Engineer's Design Report. Plants and ground cover shall be replaced in kind to the satisfaction of the City Project Manager.

430.2 GENERAL
(revise to include the following)

The Contractor shall prepare shop drawings prepared by a landscape designer showing proposed landscaping for replacement of landscape materials to pre-existing conditions.

430.10 MEASUREMENT AND PAYMENT:
(revise to include the following)

Payment for replacing and/or restoring site, landscaping and owner's improvements to the pre-existing condition using in-kind materials, shall be lump sum per the contract bid and shall be full compensation for furnishing all shop drawings, labor, materials, tools, and equipment and for performing all work necessary to complete the landscaping operation to include planting of trees, shrubs, and ground cover.

SECTION 431 - EROSION CONTROL
(revise to include)

All disturbed areas not between the new back of curb and adjacent residence private property shall be hydroseeded in accordance with City of Flagstaff Engineering Standards Section 13-17. A revegetation plan will be required to be implemented and proved successful prior to project closeout. Contractor shall provide 70% successful regrowth per ADEQ permanent stabilization requirements for all areas disturbed during construction. Soil conditioners and watering are required in accordance with 13-17-002-004 and 13-17-002-0005.6, Contractor shall propose soil conditioners and watering schedule as part of the revegetation plan.

SECTION 440 – SPRINKLER IRRIGATION SYSTEM INSTALLATION

440.11 MEASUREMENT AND PAYMENT:

(revise to include the following)

Payment for replacing and/or restoring irrigation to the pre-existing condition using in-kind materials, shall be included in the lump sum Restore Landscaping to Existing Conditions line item per the contract bid and shall be full compensation for furnishing all shop drawings, labor, materials, tools, and equipment and for performing all work necessary to complete the irrigation restoration operation.

Sprinkler and irrigation restoration shall be considered incidental to construction and shall include all materials, labor, equipment, and all other items necessary or incidental for the complete restoration of the system.

SECTION 450 MAILBOX CONSTRUCTION (NEW SECTION)

450.1 DESCRIPTION

(revise to include new section)

The work under this section shall be in accordance with the Postmaster General's Mailbox Guidelines, <https://www.usps.com/manage/mailboxes.htm>, and as modified herein. The Contractor shall confirm with each property owner if they want to keep their existing mailbox and/or post and decorative facade if applicable, or if they want a new mailbox and/or post. The Contractor shall furnish a list, by address, to the City Project Manager of property owners who want to keep their existing mailbox, mailbox & post, or want a new mailbox and post. The Contractor shall make at least 2 attempts to contact the property owner. If the Contractor is unable to contact the property owner and receive direction, the City Project Manager shall be notified and make the determination. The Contractor shall maintain Postal Service Access and delivery at all times during construction in accordance with Specification Section 104.1.2.

The Contractor is responsible for removal of all mailboxes and posts within the project limits. The Contractor shall take care to remove all mailboxes and posts such that both mailbox and post can be restored if the property owner wants to have either or both of them reinstalled.

If the property owner wants to keep their existing mailbox and post:

The Contractor shall remove and salvage the existing mailbox and post, keep both in good working condition, and restore both on a new footing in accordance with the plans. If the existing mailbox and post is a custom element, the Contractor shall restore the custom element to the satisfaction of the property owner. If the mailbox installation includes a facade such as brick or rock work, the Contractor shall restore the facade to the satisfaction of the property owner.

If the property owner wants to keep EITHER their existing mailbox or post:

The Contractor shall remove and dispose of EITHER the mailbox OR post, as directed by the property owner, and salvage the element to be reused. The salvaged element (mailbox or post) shall be kept in good working condition. The Contractor shall supply a new mailbox OR post to provide a complete mailbox installation in accordance with the plans. If the existing mailbox or post to be reused is a custom element, the Contractor shall restore the custom element to the satisfaction of the property owner.

If the property owner wants a new mailbox and post:

The Contractor shall remove and dispose of the existing mailbox and post, subject to the requirements to maintain mail delivery service and US Postal Service Access. The Contractor shall supply a new mailbox, post, footing, and all required hardware for a complete installation in accordance with the plans.

450.2 PLACEMENT
(revise to include new section)

Guidelines to follow when installing new or replacing existing mailboxes:

- Position mailbox 41" to 45" from the adjacent surface to the bottom of the mailbox or point of mail entry. Height of mailboxes along the roadway shall be uniform.
- Place mailbox 6" to 8" back from the curb. Location of mailboxes behind the curb shall be uniform.
- Put house or apartment number on the mailbox.
- If mailbox is on a different street from house or apartment, put full street address on the box.

All mailboxes within the project limits shall be placed in accordance with the guidelines above.

450.3 MATERIALS

(revise to include new section)

Mailboxes shall include the Postmaster General's seal of approval. Provide material submittal for mailbox.

House or apartment number shall be uniform height, 3", and shall contrast with the color of the mailbox. Provide material submittal for approval.

Concrete shall be in accordance with Section 725 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications.

450.4 INSTALLATION

(revise to include new section)

Mailbox shall include:

- House or apartment number on the mailbox.
- If mailbox is on a different street from house or apartment, put full street address on the box.

450.5 PAYMENT

(revise to include new section)

Payment for removal and salvaging of all mailboxes and posts (whether standard or custom) shall be at the contract unit price bid (1 lump sum) and shall constitute full payment for equipment, tools, labor, storage, maintenance and coordination with property owners necessary to complete work.

Payment for installation of all mailboxes within the project limits shall be at the contract unit price bid (1 lump sum) and shall constitute full payment for shop drawings, material submittal, coordination with property owners, hardware, equipment, tools, labor, mailboxes, and/or posts necessary to complete work. Broken or damaged mailboxes shall not be reinstalled. Landscape gravel and weed barrier are incidental to mailbox construction.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601 – TRENCH EXCAVATION, BACKFILLING AND COMPACTION

SECTION 601.6 – PAVEMENT REPLACEMENT AND SURFACE RESTORATION

601.6.4 Temporary Pavement: (revise to read)

The Contractor shall be required to install temporary asphalt pavement in accordance with Section 336 at a minimum of every two weeks, or as otherwise approved by the City's representative, following backfilling and compaction of each completed linear foot of trench that is cut through the existing pavement. Prior to the temporary asphalt pavement installation the surface of the trench cut shall be finished flush to the adjacent pavement with 4-inches of compacted ABC. The Contractor shall maintain the ABC surface to a safe and reasonably

smooth condition to the satisfaction of the City's representative until the temporary asphalt pavement can be placed.

Except as otherwise provided in Section 336, this temporary asphalt pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is obtained and final pavement replacement is ordered by the Engineer. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Contracting Agency.

Permanent pavement replacement shall replace temporary repairs within 5 working days after completion of temporary work, during the construction of the new roadway, or as otherwise approved by the City's representative.

SECTION 610 – WATER LINE CONSTRUCTION

(revise to include the following)

The Contractor shall notify residents 96 hours in advance of any scheduled water service interruption. Contractor shall submit water service interruption notifications to the City's Project Manager for approval prior to distribution. Unless otherwise approved by the City's Project Manager, water service interruptions shall begin no earlier than 8:00 AM. The contractor to install restraining joints per MAG specifications to restrain the waterline. Contractor to provide thrust blocks only where absolutely necessary. The method should be approved by the City prior to construction.

The contractor is responsible for maintaining individual water services during construction of the new improvements. If a water service(s) has to be shutdown for more than 8 hours to install the new waterline a temporary service will have to be provided until the new main is tested and inspected. The Contractor is responsible for all testing and materials required to install and maintain the temporary service line. The cost of the temporary service is incidental to the installation of the new main.

610.4 CONSTRUCTION METHODS

(revise to include new section)

The contractor is responsible for determining safe working and separation distances between existing live water mains and new utility mains during construction. In locations where maintaining a safe working distance is not possible the contractor shall identify the means for maintaining utility service during construction, in the Utility Phasing Plan, see Section 610.11.

If the Utility Phasing Plan includes cutting and capping an existing water main and leaving a portion of the dead-end water main in service, the cap shall be an MJ cap and include thrust restraint in accordance with MAG Standard Det. 380 or joint restraint per MAG Standard Det.

303 as needed to construct the proposed improvements and maintain water service to adjacent residents.

610.4.2 Laying Pipe:
(revise as follows)

To the extent feasible avoid joint deflection and bending the pipe on a radius except where explicitly called for on the plans.

Fittings shall be installed using joint restraints per MAG Standard Detail 303 instead of thrust blocks unless otherwise allowed by the City's Project Manager.

610.4.3 Blocking and Restraints
(revise as follows)

Joint restraints shall be used in lieu of thrust blocks except where there is insufficient distance to properly restrain the pipe. Joint restraints shall be Meg-A-Lug or approved equal. 11.25° fittings shall be restrained the same length as 22.5° fittings.

If allowed thrust blocks shall be per COF Engineering Standards table 13-21-002-0380.

610.9 Fire Hydrants
(revise as follows)

Fire hydrants to be installed 3' from face of hydrant to back of curb where there is no existing or proposed parkway and sidewalk.

Fire hydrants to be installed 2' from face of hydrant to back of curb when hydrant is within parkway.

610.13 METER SERVICE CONNECTIONS
(revise to include the following)

The Contractor shall salvage and reuse existing water meters. Salvaged water meters shall be labeled with the residential/commercial address associated with the meter and approximate station where the water meter was removed. Meters shall be protected in a manner approved by the City's Representative until reinstalled.

Water meters shall be installed at the original residential/commercial address per the City of Flagstaff Engineering Details at the locations shown on the waterline plans. The water service connection shall be installed as necessary to avoid utility conflicts.

The private side connection for the residential and commercial water services shall be performed by an appropriately licensed Contractor.

In locations where water services are being replaced and the existing curb and gutter, sidewalk, driveway, and or landscaping are required to be disturbed in order to replace the water service and are not being replaced as part of the roadway improvements, removal and replacement of disturbed curb and gutter, sidewalk, driveway, and landscaping is incidental to water service replacement.

610.16 MEASUREMENT AND PAYMENT:
(revise to include the following)

Payment for work under this section will be made in accordance with Subsection 610.16 of the MAG Standard Specifications at the contract unit prices complete and in place, which price shall be full compensation for the work, as described and specified herein and on the project plans, or as determined by the Owner's Representative.

Waterline pipe is measured horizontally in plan view in 2 dimensions.

No separate payment shall be made for horizontal or vertical bend fittings tees, crosses, transition couplings, reducers, bends, elbows, restrained joints, thrust blocks, and all parts that are included to make the installation complete. No separate payment shall be made for preparation and implementation of the Utility Phasing Plan, including but not limited to temporary water main caps and thrust restraints, temporary utility service, removal of existing water main required for installation of the new water main.

Removal and replacement of improvements not specifically called for on the plans, such as curb and gutter, required for construction of water mains is incidental to the waterline construction.

The ductile iron sections of the waterline may include vertical deflections to pass under the existing sewer line. The cost of all fittings including horizontal bends, vertical bends, tees, reducers, transition couplings, tapping sleeves, mechanical joints, and restrained joints or thrust blocking is included in the linear foot price for waterline construction. Where applicable, this bid item also includes existing asphalt sawcut removal, and disposal, temporary asphalt trench patching, T-Top trenching, ABC backfill and asphalt replacement.

No additional payment will be made for extra protection of water mains at water and sewer main crossings. All costs for extra protection shall be included in the cost of the water main construction for all required extra protection locations complete in place and complying with the appropriate governing agency.

Measurement and payment for new water services shall be at the contract unit prices and shall include all associated work, labor, and materials for a complete and operational service

installation per these standards. Measurement and payment for new water services shall also include curb, sidewalk, driveway, landscaping, and private improvements removal and replacement, in kind, not specifically identified on the plans, as required for water service construction. Curb and sidewalk removal and replacement shall be to the nearest joint to the satisfaction of the City's Representative. Measurement and payment for new water services shall also include adjustment of and connection to the customer side service, relocation and or adjustments to any existing customer side shut off valves, as well as adjustment of the meter box to finished grade.

The Fire Hydrant bid item includes the tee and valve, water main to the hydrant, and hydrant assembly as well as all thrust blocking, testing and all other items in COF detail 13-03-011 for a complete in place fire hydrant. The fire hydrants must be adjusted in the field and approved by the City Inspector. Measurement and payment for new fire hydrants also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways and/or landscaping, in kind, not specifically identified on the plans, as required for fire hydrant construction. Where applicable, this bid item also includes existing asphalt sawcut removal, and disposal, T-Top trenching, temporary asphalt trench patching, ABC backfill and asphalt replacement.

611.2.13 Fire Flow Testing:
(revise to include the following)

The Contractor shall be responsible for hiring a certified tester, coordinating the fire flow tests, and providing the City with the results. No additional payment shall be made for costs associated with fire flow testing and all costs shall be included in the unit price for the Fire Hydrant bid item.

SECTION 615 – SEWER LINE CONSTRUCTION

615.1 GENERAL:
(revise to include the following)

All Sewerlines shall be either SDR35 PVC, ASTM D3034, or Class 150 lined with protecto 401 ceramic epoxy coated ductile iron pipe per COF Specification Section 13-09-006-0001 as specified on the plans. If used, all buried metal pipe, valves, and fittings shall be wrapped in polywrap to protect them from corrosion in accordance with MAG Specifications Section 610.5.

Contractor shall maintain full sewer service to the adjacent community, with the exception of minimal shutdown as required to install replacement sewer line and new connections. Contractor shall ensure that full sewer service is restored to all customers at the close of business each day. Sewer construction phasing, bypass pumping, and shutdowns shall be included in the Utility Phasing Plan where the Contractor deems necessary, see Section 615.

Bypass pumping shall be included in the cost of replacing the sewer mains where necessary.

615.5 PIPE INSTALLATION

(revise to include the following)

When a shutdown of an existing sewer is necessary in order to construct replacement lines, the Contractor shall schedule a pre-shutdown conference with the Contractor's representative, City Inspector, and City Project Manager. This conference shall establish the timeline and procedures to ensure that the shutdown will be the shortest possible time (8-hours maximum). Contractor may temporarily need to bypass pump sewage flow around the immediate construction site. After the procedures and time for a shutdown are agreed upon, it shall be the Contractor's responsibility to notify all affected customers in advance, that sewer service will be interrupted. Customers shall be notified no less than seventy-two (72) hours in advance, except for emergency situations. Notification shall be in writing giving the reason for the shutdown, and the time and duration that sewer service will be shut off. All shutdown notifications to the customers must be approved by the City Project Manager.

615.5.1 SEWAGE BYPASS

(revise to include new subsection)

If needed for the construction of the new sewer main, the Contractor may choose to maintain sewer service during the construction period by means of a sewage bypass system. The temporary sewer system shall be installed and tested prior to the removal of existing sewer main. The Contractor shall design and provide all labor, materials, and equipment to install and operate a sewage bypass system that bypasses sewage flows around each sewer rehabilitation work area. Each bypass system shall extend the entire length of the section of pipeline rehabilitation and shall remain in operation until the sewer rehabilitation work is complete and accepted by the City. All bypass flows shall be discharged into a downstream sanitary sewer manhole. Bypass flows shall not be directed to ground surface receiving waters, storm drains, or wherever groundwater contamination is possible. The bypass system shall maintain flow to prevent wastewater backup into customer fixtures or discharge to the environment.

The design of the bypass system is the responsibility of the Contractor and shall be prepared and submitted to the City for review and approval. The Contractor shall have each bypass system in place and tested before bypassing any sewage. The Contractor shall notify the City 48 hours prior to shutting down or bypassing the pipeline to be rehabilitated. Equipment shall be equipped with a specially designed, acoustically-silenced enclosure intended for use in any application where pumping is required, and engine and other noise must be kept to a minimum. The sound levels shall be within the limits specified in the City of Flagstaff codes or 69dBA at 30 feet. The bypass pumping system shall be of adequate capacity and size to handle the required flows with redundancy to bypass if the largest temporary pump is out of service.

The Contractor shall consider the existing conditions and ground features when designing and installing the aboveground discharge pipe system. Access to driveways shall be maintained.

615.5.1.3 SYSTEM MONITORING

(revise to include the following)

The wastewater levels in the upstream and discharge manholes shall be continuously monitored for the first 24-hours of operation by an on-site representative of the Contractor. After the first 24-hours of monitoring, the City may allow the Contractor to perform monitoring only during daytime hours so long as the site is secured. The representative shall be Contractor staff and/or a subcontractor that has been directly responsible for the bypass pumping of sewage flows during completion of a similar pipeline rehabilitation project. The qualifications of the staff or subcontractor shall be submitted to the City for approval 10 business days prior to any bypass pumping work.

The City may also allow for the bypass pumping system to be removed at the end of construction each day and or week, provided the new sewer main in the sewer rehabilitation work area has been connected to the existing sewer main and sewage flow has been confirmed.

615.5.1.4 SYSTEM MAINTENANCE

(revise to include the following)

The Contractor shall provide qualified personnel on-site to maintain the bypass system for the entire time the bypass system is in operation, up to 24 hours per day 7 day per week. The Contractor shall maintain sufficient on-site equipment and materials to ensure continuous and successful operation of the bypass system. This includes a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, fuel, and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.

All equipment shall be placed on a new plastic tarp, adequately sized and bermed to protect against fuel, oil, and hydraulic fluid spills. The Contractor is responsible to notify the City for immediate and proper cleanup should any spill occur, regardless of amount. The Contractor shall repair, without cost to the Owner, any damage that may result from its negligence, inadequate or improper mechanical or electrical failures.

615.5.1.5 MEASUREMENT AND PAYMENT

(revise to include the following)

Bypass pumping required to install the sewer system as shown on the plans while keeping the mains in service is considered incidental to the sewer items on the bid form with no additional compensation.

615.7 SANITARY SEWER SERVICE TAPS:

(revise to include the following)

The project includes replacement of all sewer services from the main to just past the property line where possible. This includes connection to the existing service just past the property line, unless in conflict with an existing tree or other private improvements, with a 2-way cleanout.

The service lines are shown perpendicular to the main unless a sewer cleanout was found with the field investigation. This may or may or may NOT represent the lines correctly.

The project area includes many inactive sewer connections to the existing mains. It is the contractors responsibility to verify that the existing services are active before making connections. Any active connections not shown on plans will be paid at the new sewer service bid price.

Quantities shown on the plans are the number of service connections. The size of the sewer service shall be per the table on the plans and the Contractor shall verify the size prior to construction.

Measurement and payment for new sewer service shall be per the contract unit prices and shall include all work, materials and labor for a complete and operational service installation per these standards. Measurement and payment for new sewer services also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways and/or landscaping, in kind, not specifically identified on the plans, as required for each sewer service construction. Curb removal and replacement shall be to the nearest joint. Sidewalk removal and replacement shall be to the nearest joint to the satisfaction of the City's Representative. Measurement and payment for new sewer services shall also include connection to the customer side service, and adjustment of the clean-out to finished grade.

615.16 MEASUREMENT AND PAYMENT

(revise to include the following)

(B) Sanitary Sewer Service Lines and Taps:

Payment shall be for the number of removals and improvements as indicated on the construction plans and shall be per the contract unit prices.

(C) Sanitary Sewer Cleanouts: No separate measurement and payment will be made for sewer cleanouts. Sewer cleanouts shall be included in the cost of the new sewer service.

(D) Sanitary Sewer services include removal and replacement of curb and gutter, sidewalk, driveway, private improvements, and landscaping where required for sewer service replacement.

SECTION 631 - WATER TAPS AND METER SERVICE CONNECTIONS

631.3.1 GENERAL:

(revise to include the following)

Water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe, and curb stop to the meter and adjust the customer's service to the new outlet meter coupling elevation as needed. The lines shall be extended to the existing or proposed meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth, the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect to the existing water service on the private side of the meter. This shall also include adjusting, lowering and or relocating any existing customer side shut off valves. Contractor shall coordinate with each homeowner where private construction is required to verify the waterline routing and to restore landscaping to its original condition.

The service lines are shown perpendicular to the main this may or may NOT represent the lines correctly. The size of the tap, water service and meter shall be per the table on the plans.

Quantities shown on the plans are for the total number of service connections. The unit price includes everything to make a complete and functioning service connection per COF standards.

Measurement and payment for new water services includes water service taps, meter placement, and service connections and shall be per the contract unit prices and shall include all work materials and labor for a complete and operational service installation per these standards. Measurement and payment for new water services also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways or landscaping, in kind, not specifically identified on the plans, as required for water service construction. Measurement and payment for new water services also includes adjustment of meter boxes to finished grade. There will be no additional payment for work on the private side of the meter. Curb removal and replacement shall be to the nearest joint. Sidewalk removal and replacement shall be to the nearest joint. Where applicable, this bid item also includes existing asphalt sawcut removal, and disposal, T-Top trenching, temporary asphalt trench patching, ABC backfill and asphalt replacement.

PART 700 – MATERIALS

SECTION 710 - ASPHALT CONCRETE

710.2.1 Asphalt Binder: (Revise as follows)

The asphalt binder specified by the City of Flagstaff for use on this project shall be PG 58-28.



AS-BUILT PLANS/RECORD DRAWINGS CHECKLIST

for
City of Flagstaff Public Improvements
December 12, 2019

General (applies to entire plan set)

- _____ As-Built/Record Drawings plan set shall contain all sheets from the approved design/construction plan set (cover sheet to last sheet including details). This includes Landscape Plan, Retaining Wall sheets and Resource Protection Plan (if applicable)
- _____ As-Built survey data shall tie into the same horizontal and vertical control as that used for the approved construction plans
- _____ All plan sheets shall have an Engineer seal per B.T.R. rules.
- _____ Certification. All as-built plans shall contain a statement by a licensed professional engineer who is currently registered in the State of Arizona certifying the drawings to be as-built. All plans must also contain the seal and signature of said registered professional.
- _____ All survey data given by the as-built plans shall be performed by a registered land surveyor who is currently registered in the State. Plans must show seal and signature of registrant
- _____ Any easements or ROW recorded must include the instrument number
- _____ If the As-Built Engineer is different from the Design Engineer, provide the As-Built Engineer contact info on cover sheet.
- _____ Place "As-Built" or "Record Drawing" lettering and date in lower right hand corner of all sheets.
- _____ Improvements deleted in the field shall be crossed out with an "x" and labeled "not built".
- _____ Improvements changed from the approved design plans shall be reflected and clearly called out by "clouding".
- _____ Plan sheets that represent improvements that were not changed from the approved design plans shall have "Per Plan" placed in the lower right hand corner.

Sanitary Sewer Plans

- _____ Improvements built exactly per design plan shall have the elevations/stations noted within parenthesis and marked "AB".
- _____ Stations for all manholes, cleanouts, services and lateral stub-outs.
- _____ Manhole pipe invert elevations (in and out) and manhole rim elevations shall be determined by field surveying.
- _____ Pipe lengths indicated on both plan and profile.
- _____ Recalculate longitudinal pipe slopes for all pipe segments. (All measurements to MH Centers)
- _____ Stations and length of pipe encasements/extra protection.
- _____ Anode locations, valves and tracer wire connection stations and cross ties to two permanent structures at least 30" high

Water Plans

- _____ Stations of all water services including landscape and fire lines. At least two (2) horizontal cross-ties
- _____ Stations of all fire hydrants.
- _____ Stations of all valve boxes, blow-offs, and air release valves.
- _____ Stations of all bends, tees, and bell restraints.
- _____ Profile view of all pipeline vertical alignments, including stations of all fittings, depth to finish grade, and pipe separation dimensions.
- _____ Stations and length of pipe encasements/extra protection.
- _____ Horizontal cross ties to two permanent structures (fire hydrants, light poles & ID #, power poles & ID #, etc.) for all valve boxes.
- _____ Anode locations, valves and tracer wire connection stations and cross ties to two permanent structures at least 30" high

Drainage Plans

- _____ Inverts for storm sewer pipes at inlets and manholes shall be determined by field surveying.
- _____ Recalculate longitudinal pipe slopes for all pipe segments.

Street/Trail Plans

- _____ Stations of all survey monuments – existing and new
- _____ Sleeve/conduit/casing types, sizes, locations and stations.
- _____ Provide spot elevations at intersections as well as pavement and curb every 500 ft.

Street Lights and Traffic Signal Plans

- _____ Stations for all street illumination lights.
- _____ Locations of all traffic signal poles, cabinets, J-boxes and related conduits.
- _____ Abandonment of existing conduits and facilities.
- _____ Location of signage related to traffic signal.

Miscellaneous

- _____ Major unexpected dry utility crossings of water and sewer mains
- _____ Unforeseen underground structures exposed during water and sewer main construction such as vaults
- _____ Major constructed dry utilities
- _____ ADA compliance within the ROW, spot elevations, cross and longitudinal slopes

Report on Geotechnical Investigation



Designation: **Coconino Estates Phase II**

Location: **Coconino Estates**

Client: **The WLB Group, Inc.**

Project Number: **192658SF**

Revised Date: **May 20, 2020**

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APPENDIX - Field and Laboratory Data



1.0 INTRODUCTION

1.1 PROJECT INFORMATION

This report presents the results of a subsoil investigation carried out within the Coconino Estates subdivision located in Flagstaff, Arizona.

At this time, it is our understanding that construction will consist improvements made to utilities and pavement on Crescent Drive, Navajo Drive, Elizabeth Lane, Talkington Drive, Louise Way, Thelma Way, and Hazel Way. The purpose of this investigation is to evaluate the suitability of existing pavements and subsoils located throughout the site for use in roadway and utility improvements. Information was obtained regarding these items, in addition to recommendations for pavement improvement and maintenance. No traffic data was provided at the time of this report.

1.2 FIELD AND LABORATORY INVESTIGATION

On February 25, 2020, 13 pavement soil borings were drilled at the approximate locations shown on the attached Soil Boring Location Plan. All exploration work was carried out under the full-time supervision of our staff engineer who recorded subsurface conditions and obtained samples for laboratory testing. The borings were excavated with a CME-75 truck mounted drill rig utilizing 7-inch diameter hollow stem augers. Detailed information regarding the soil borings and samples obtained can be found on an individual Log of Test Boring prepared for each location.

Laboratory testing consisted of grain-size distribution and plasticity (Atterberg Limits)> tests for classification and pavement design parameters. Sulfate, pH, resistivity and chloride testing was also performed to determine the corrosive properties of the soil with regards to attack on buried metal and concrete structures. All field and laboratory data are presented in this appendix.

2.0 SITE CONDITIONS

2.1 PROPERTY DESCRIPTION

The proposed improvement area includes Crescent Drive, Navajo Drive, Elizabeth Lane, Talkington Drive, Louise Way, Thelma Way, and Hazel Way. These roadways primarily serve as access to residences located throughout the Coconino Estates subdivision. Traffic typically consists of residential vehicle traffic, however the roadway is also subject to occasional commercial construction traffic, delivery traffic, and bus traffic. Numerous underground utilities were present including gas, sewer, water, and coaxial. Drainage within the neighborhood is generally to the south.

2.2 SUBSURFACE CONDITIONS

2.2.1 Field Results

Subsurface conditions are variable with silty clayey sand, sandy silt, sandy silty clay, and sandy lean clay being present in the upper soils. Bedrock was not encountered to the depths investigated of 11.5 feet. In-situ moisture contents varied from moist to wet states, typically being above the plastic limit. Standard Penetration Resistance Tests (SPT) values of the upper soils range from 2 to 12 blows per foot (bpf). Higher blow counts on the order of 4-19 bpf were encountered in deeper soils. No groundwater was encountered at the time of our investigation, however soft, wet soils were encountered at all boring locations and shallow perched water is not uncommon in Coconino Estates. Due to the proximity of this area to the Rio de Flag drainage and the high saturation of subsurface soils, shallow perched water may be encountered in deeper excavations. Laboratory testing indicates liquid limits in the range of 22 to 30 percent with plasticity indices ranging from 2 to 10 percent.

2.2.2 Pavement Conditions

Existing asphalt sections varied but typically ranged from 3.75-6.0 inches of asphalt on top of 3.5-18.0 inches of aggregate base. The majority of aggregate base encountered was cinder based. No records were available regarding maintenance that has been performed on the pavement following initial construction. With the exception of North Talkington Drive, pavement throughout the site is generally in poor condition. The pavement within North Talkington Drive, West Hazel Way, and West Davis Way look to have had maintenance performed more recently than other neighborhood roadways, however it should be noted that these roadways are experiencing reflective alligator and block cracking of varying severity. North Navajo Drive as well as North Crescent Drive are in poor condition, with severe alligator cracking (subgrade failure), and block cracking throughout the roadways. Block cracks up to $\frac{3}{4}$ inch in width were visible on Crescent and Navajo Drive. Detailed information regarding existing asphalt thickness, aggregate base thickness, and pavement conditions can be found in the Appendix.

2.2.2.1 Existing Pavement Thicknesses

Area	Boring	Asphalt Thickness	Aggregate Base Thickness
N. Crescent Dr.	B-1	4.5"	8.0"
N. Louise Dr.	B-2	4.9"	7.0"
N. Talkington Dr.	B-3	5.5"	7.0"
W. Davis Way	B-4	6.0"	6.5"
N. Talkington Dr.	B-5	4.5"	8.0"
W. Hazel Way	B-6	6.5"	5.0"
N. Navajo Dr.	B-7	5.4"	7.0"
N. Navajo Dr.	B-8	5.5"	18.0"
N. Talkington Dr.	B-9	4.0"	6.5"
N. Crescent Dr.	B-10	6.0"	5.0"
N. Crescent Dr.	B-11	4.5"	7.0"
N. Crescent Dr.	B-12	4.0"	7.0"
N. Crescent Dr.	B-13	3.8"	3.5"
Notes:			
1. Aggregate base encountered as a part of this investigation at borings B-1 through B-13 consist of cinder based aggregate.			

3.0 ANALYSIS

Analysis of the field and laboratory data indicate that pavement and subgrade conditions require full depth reconstruction of the roadways. While the asphalt encountered is generally thick enough to allow for a mill and overlay, the age and overall condition of the asphalt present difficulties. Pavement maintenance records were unknown at the time of this report, however asphalt cores indicate that several overlays have been performed throughout the life of the pavement. In addition to this, cinder based aggregate base was encountered at the majority of boring locations. Cinder based materials are no longer accepted by the City of Flagstaff beneath roadways due to low durability and resistance to abrasion. In light of this and the age of the pavement, which is assumed to be greater than 40 years, full reconstruction of the roadways is recommended.

The subgrade soils in this area are very soft and highly saturated, which will make constructability of a new roadway surface a challenge. **Successful performance of the new pavement will be dependent on a stable subgrade prior to placing a new roadway section.** Anytime existing subgrade that has been covered with asphalt is opened up, it is not uncommon to find soft or loose, wet subgrade that will not stabilize or achieve the compaction required. Laboratory and field testing indicate that the majority of the upper soils are moist to wet and soft/loosely consolidated. As noted, blow counts as low

as 2 blows per foot (bpf) were encountered in the native soils just below the existing aggregate base. Based on the field and laboratory data, subgrade stabilization **will be required**. It is possible that stabilization may be required for the entire length of the project.

Subgrade stabilization is often a “trial and error” process. Stabilization options typically used include; allowing time to dry out, removal and replacement with additional subbase (usually 2 to 3 feet of stockpiled asphalt millings is sufficient), cement treating (MAG Section 311), lime stabilization (MAG Section 309) or the use of one or more layers of geogrid such as Tensar BX1200 or equivalent Type 2 polypropylene welded grid meeting MAG Section 796.2.4 with additional layers of aggregate base, just to mention a few. Due to the number of means and methods available, and associated costs, there is typically no specific method that may work best for any given project. It is recommended to include a (time and materials) budget line for the additional geogrid and aggregate base. Other stabilization methods should be presented by the contractor as a VE option, and should be approved by the city engineer. It is our opinion that stabilization with geogrid and aggregate base is the preferred stabilization method for this project given the soil conditions, anticipated time constraints, traffic sequencing and other items related to this project. It is recommended that a test section be performed for any stabilization methods used to demonstrate that the method chosen will stabilize the subgrade to the satisfaction of the city engineer.

With clayey/silty soils as subgrade beneath pavements, there is potential for the underlying finer grained soils to migrate into the aggregate base over time. This potential is increased in areas of wet unstable subgrade and decreases the strength and stability of the aggregate base. If geogrid is used for subgrade stabilization purposes, consideration should also be given to utilizing a geotextile non-woven filter fabric at the interface of the aggregate base and the subgrade to attempt to limit this migration. If utilized, the filter fabric should be placed below the geogrid (not above) so that it does not interfere with the interlock of the aggregate with the geogrid.

Section 4.3 presents various structural sections with associated capacities for consideration depending on anticipated traffic volumes. Pavement sections are provided for new asphalt and aggregate base assuming that the subgrade is stable. It may be more feasible to stabilize the entire roadway rather than piecemealing multiple areas. For entire roadway sections utilizing geogrid as the stabilization method, pavement sections are provided based on full depth asphalt on a mechanically stabilized layer (MSL) consisting of 12 inches aggregate base placed on Type 2 geogrid indicated above. If stabilization of the entire roadway is not necessary, stabilization with geogrid can still be performed in isolated areas, but will require the 12 inch MSL indicated above in addition to the aggregate base used as part of the pavement structural section. Full depth asphalt sections can be placed directly on the 12” MSL. **ALL** stabilized subgrade and the MSL should be proof-rolled to demonstrate that the subgrade is acceptable for placement of either aggregate base or asphalt. It is assumed the project will involve reconstruction of various concrete elements adjacent to the roadway including curbs, gutters, and sidewalks. These items and their elevations should be considered during the redesign of the new roadway.

4.0 RECOMMENDATIONS

4.1 EARTHWORK

4.1.1 Site Preparation

The area for new pavement reconstruction will require the complete removal of the existing asphalt surface to be replaced with a new structural section of asphalt surface. Replacement of underground utilities should be performed prior to removal of the existing asphalt pavement. Following removal of the asphalt, subgrade soils should be removed to allow for the new structural section of asphalt and aggregate base. Site preparation will be somewhat dependent upon stabilization methods. Scarification and re-compaction of the subgrade should be performed when possible. Site preparation performed for other stabilization methods should be presented by the contractor following locally accepted engineering practices and approved by the geotechnical and/or city engineer.

Traditional scarification and re-compaction of the subgrade soil is not necessary with the use of geogrid. However, there are some fine points of installation that can be critical to a successful result. While there are many geotextile products available, it is our experience that some provide better results than others when stabilization of soft subgrade soils are concerned. If a geogrid stabilization option is selected, the use of Tensar Geogrid BX1200, or equivalent polypropylene welded grid meeting 2014 MAG Section 796 Type 2 or ADOT 2008 Standard Specification 1014-3 is recommended. The use of geogrid for subgrade stabilization is not meant to increase the allowable ESAL's for pavement design for this project. The geogrid should be placed according to manufacturer's recommendations, with appropriate overlaps along their sides and ends. With the installation of geogrid for stabilization, a minimum of 12.0 inches of aggregate subbase course is recommended on top of the geogrid. Depending upon the severity of the instability, additional geogrid and thickness of ABC may be required. A small test section will help determine if additional geogrid and aggregate base will be necessary. As noted above, with clayey/silty soils as subgrade beneath pavements, there is potential for migration of the underlying finer grained soils to migrate into the aggregate base over time. This potential is increased in areas of wet unstable subgrade and decreases the strength and stability of the aggregate base. With the use of geogrid for subgrade stabilization purposes, consideration should also be given to utilizing a geotextile non-woven filter fabric at the interface of the aggregate base and the subgrade to attempt to limit this migration. If utilized, the filter fabric should be placed below the geogrid (not above) so that it does not interfere with the interlock of the aggregate with the geogrid.

The ABC should be moisture conditioned to optimum moisture content, ± 2 percent prior to its placement on the geogrid. **It is critical that the ABC is not moisture-conditioned in place, as any excess moisture may contribute to the instability of the underlying subgrade and further decrease the stability of the clayey subgrade soils.** The aggregate base course material should be placed in a single 12 inch lift and compacted to 95 percent of its maximum dry density, as determined by ASTM D698. Note that this is less than the 100 percent required by MAG Standard Specifications. The extra

energy needed to reach 100 percent will increase the potential for pumping subgrade. **The first 12-inch lift should be placed full thickness prior to operating equipment over the geogrid.** Native soil should not be used as fill above the geogrid. **It is critical to provide and maintain positive drainage within the ABC material in order to minimize the potential for moisture infiltration and subsequent saturation of the underlying subgrade soils.** Milled asphaltic concrete may be used as the stabilizing aggregate base provided it meets pavement base course requirements per M.A.G. Section 702. Selective stockpiling of asphalt millings may be necessary for material to meet aggregate base specifications.

If other stabilization methods are performed as a VE option, prior to placement of aggregate base, the subgrade should be proof rolled with a heavy rubber tired vehicle such as a loaded water truck to locate unstable areas per MAG 301. Unstable areas identified during proof rolling will need to be re-stabilized prior to placement fill or aggregate base.

4.1.2 Fill and Backfill

Native soils, and milled asphalt are suitable for use in roadway subgrade and utility trench backfill, above the bedding zone. It should be noted that although the native soils may be suitable for reuse as fill material, it may not be suitable at the moisture contents present at the time of excavation. Native soils used for fill will be highly sensitive to changes in moisture content. Accordingly, care should be taken to ensure stability of subgrades once fill has been placed. Oversized material (> 3 inches) should be removed or reduced in size. Imported fill, if required, should be the same or better quality as the existing subgrade. In general, it shall meet the following requirements:

4.1.2.1 Fill Specification		
Specification	Below Concrete Slabs	Below Roadways
Passing 3"/75mm	100%	100%
Passing #200/0.075mm	≤60%	≤60%
Liquid Limit	<30%	<30%
Plasticity Index	<10%	<10%
Swell ¹	<1.5	N/A
Notes:		
1. Swell potential when compacted to 95 percent of maximum dry density (ASTM D-698) at a moisture content of 2 percent below optimum, confined under a 100 psf surcharge, and inundated.		

Although “clean” cinders often times meet our fill specifications for placement of common fill, they may pose difficulties during construction. Due to their granular nature and lack of sufficient fines, “clean” cinders are a free draining material. As a result, they may be difficult to properly moisture condition and water may infiltrate the cinders and saturate the underlying soils. This could result in an unstable support for pavement. Excess water, as a result of moisture conditioning, is often observed at the interface between the fill and underlying less permeable material. Free water and loose

saturated soils would need to be removed prior to placement of concrete or asphalt paving. “Clean” cinders also pose difficulties in trenching operations due to the inability to excavate neat trenches. With the lack of fines and cohesive soils, the clean cinders generally slough and vertical walls are hard to maintain. If a cinder based product is used for import fill above foundation bottom elevation, consideration should be given to a “dirty” cinder product that meets the fill criteria for placement beneath foundations.

Imported common fill for use in site grading should be examined by a Soils Engineer to ensure that it is of low swell potential and free of organic or otherwise deleterious material. Fill should be placed on subgrade which has been properly prepared and approved by a Soils Engineer. Fill must be wetted and thoroughly mixed to achieve optimum moisture content, ± 2 percent. Granular fill (ASTM Classification GW, GP, SW, SP) can be placed on the dry side of optimum at the discretion of the geotechnical engineer on record. Due to the clayey and silty nature of the native soils, there is potential for the native material to become unstable at the recommended moisture contents. Accordingly, it may be necessary to compact native fill soils on the dry side of optimum. The reduced moisture content under pavements should only be used upon approval of the engineer in the field.

Fill should be placed in horizontal lifts of 8-inch thickness (or as dictated by compaction equipment) and compacted to the percent of maximum dry density per ASTM D-698 as set forth below. Frozen material shall not be placed, nor shall fill be placed upon frozen grade.

4.1.2.2 Compaction Specifications		
Pavement Subgrade/Fill		
Native/Import Fill		95%
Utility Trench Backfill		
> 2.0' Below Finish Subgrade		95%
Within 2.0' of Finish Subgrade (non-granular)		95%
Within 2.0' of Finish Subgrade (granular)		100%
Aggregate Base Course		
Placed Directly Above Geogrid		95%
Below Asphalt Paving		100%
Landscaped Areas		
Miscellaneous fill		90%
Utility Trench - > 1.0' Below Finished Grade		85%
Utility Trench - < 1.0' Below Finished Grade		90%

4.2 UTILITY INSTALLATION

In general, trench excavations for utilities can be accomplished by conventional trenching equipment. While shallow bedrock was not encountered during this investigation, it should be noted that shallow basalt has been encountered at depths of 3 and 9 feet in southern portions of the neighborhood as a part of previous investigations. It is possible to encounter shallow basalt boulders and cobbles in

isolated areas throughout the site that may impede deeper excavations if encountered. Due to the clayey/silty nature of the soils encountered it is anticipated that trench walls will not stand vertically for the short period of time required to install utilities. Trench walls may experience some premature sloughing due to the relatively low density and moist to wet condition. If trenches are greater than shoulder-height, precautions must be taken to protect workmen. All trenches should be in accordance with [OSHA Excavation Standard 1926 Subpart P](#).

Pipe bedding and shading should be per M.A.G. Specification Section 601.4 (and any City of Flagstaff/Coconino County modifications). Backfill of trenches above bedding zones may be carried out with native excavated material provided material greater than 8 inches is broken down or removed. Material used for backfill of trenches should be moisture-conditioned, placed in 8 inch lifts and mechanically compacted. Water settling is not recommended. Compaction requirements are summarized in [Section 4.1.3 Fill and Backfill](#) of this report.

4.3 PAVEMENT

It must be noted that all new asphalt pavements will eventually crack. Cracking in asphalt pavement is typical and should be expected over the life of the pavement. In fact, it has been our experience of late that the new asphalt binders that are available, we are seeing the onset or earlier aging and block shrinkage cracking. These require routine maintenance to prevent accelerated deterioration. Accordingly, it is highly recommended to establish a maintenance program where the cracks are routinely filled as they appear beginning at about the second year of life. It is also recommended that surface fog seal coats be considered beginning at about year 5 and every 5 years after. This will help preserve the pavements, extending the service life.

If earthwork in paved areas is carried out to finish subgrade elevation as set forth herein (including subgrade stabilization), the subgrade will provide adequate support for pavements. The section capacity is reported as daily ESALs, Equivalent 18 kip Single Axle Loads. Typical heavy trucks impart 1.0 to 2.5 ESALs per truck depending on load. It takes approximately 1200 passenger cars to impart 1 ESAL. Multiple structural sections are presented based on subgrade stabilization with geogrid or stabilization of native soils. Option E, F, G and H provide full depth asphalt sections if the entire roadway is stabilized with geogrid. The designer/owner should choose the appropriate sections to meet the anticipated traffic volume and life expectancy.

4.3.1 Pavement Sections

Option	AC Pavement (Flexible)			Daily/Total 18-kip ESALs
	AC	AB	Mechanically Stabilized Layer	
A ⁽²⁾	3.0"	6.0"	NA	11/79,200
B ⁽³⁾	4.0"	6.0"	NA	46/338,650
C	3.0"	8.0"	NA	22/162,500
D	4.0"	8.0"	NA	84/614,500
E ⁽⁵⁾	4.5"	0.0"	12" MSL	11/79,180
F ^(4,5)	6.0"	0.0"	12" MSL	63/459,000
G ⁽⁵⁾	6.5"	0.0"	12" MSL	104/759,050
H ⁽⁵⁾	7.0"	0.0"	12" MSL	166/1,214,000

Notes:

1. Designs are based on AASHTO design equations and ADOT correlated R-Values.
2. Represents minimum City of Flagstaff structural section for local residential street classification.
3. Represents minimum City of Flagstaff structural section for minor collector street classification.
4. This option provides equivalent structural capacities to City of Flagstaff minimum requirements for minor collector street classification.
5. For all options requiring MSL, subgrade stabilization must consist of a **minimum** of 12" aggregate base on Tensar Geogrid BX1200, or equivalent Type 2 polypropylene welded grid meeting MAG Section 796.2.4. Note that subgrade stabilization may require additional grid and aggregate base as necessary to provide a stabilized subgrade. Aggregate base used for stabilization may consist of 100% asphalt millings of similar gradation requirements for City of Flagstaff aggregate base. For structural sections requiring aggregate base, subgrade stabilization method is to be determined by the contractor and approved by the engineer of record. Aggregate base (AB) course for the proposed pavement structural section may include milled asphaltic concrete (AC) provided $\leq 50\%$ milled AC by weight is blended with $\geq 50\%$ or more new crushed AB by weight.

Pavement Design Parameters:

Assume: One 18 kip Equivalent Single Axle Load (ESAL)/Truck
Life: 20 years

Subgrade Soil Profile:

Average % Passing #200 sieve: 53%
Plasticity Index: 6%
R value: 39.1 (per ADOT tables)
 M_R : 11,200 (per AASHTO design)

These pavement sections assume that all subgrades are prepared in accordance with the recommendations contained in the “Site Preparation” and “Fill and Backfill” sections of this report, and paving operations carried out in a proper manner. If pavement subgrade preparation is not carried out immediately prior to paving, the entire area should be proof-rolled at that time with a heavy pneumatic-tired roller to identify locally unstable areas for repair. Site drainage should be designed to ensure positive drainage of the base and sub base materials. Improper grading of sub base materials will drastically reduce the overall life of the pavement.

Pavement base course material should be aggregate base per M.A.G. Section 702 Specifications. Asphalt concrete materials and mix design should conform to M.A.G. 710 (and any City of Flagstaff/Coconino County modifications) using the Marshall mix design criteria and PG 58-28 for the asphalt grade. Reducing the air void content to 3 percent will aid in reducing thermal cracking typical in the area. It is recommended that a 12.5mm or 19.0mm mix designation be used for the pavements. While a 19.0mm mix may have a somewhat rougher texture, it offers more stability and resistance to scuffing, particularly in truck turning areas. Pavement installation should be carried out under applicable portions of M.A.G. Section 321 and municipality standards. The asphalt supplier should be informed of the pavement use and required to provide a mix that will provide stability and be aesthetically acceptable. Some of the newer M.A.G. mixes are very coarse and could cause placing and finish problems. A mix design should be submitted for review to determine if it will be acceptable for the intended use.

For sidewalks and driveways that experience light vehicle traffic, a minimum section of 5.0 inches of PCCP should be used. Heavy duty areas should use at least 9 inches of PCCP. Portland Cement Concrete Pavement must have a minimum 28-day flexural strength 550 psi (compressive strength of approximately 3,700 psi). It may be cast directly on the prepared subgrade with proper compaction (reduced) and the elevated moisture content as recommended in the report. Lacking an aggregate base course, attention must be paid to using low slump concrete and proper curing, especially on the thinner sections. No reinforcing is necessary. Joint design and spacing should be in accordance with ACI recommendations. Construction joints should contain dowels or be tongue and grooved to provide load transfer. Tie bars are recommended on the joints adjacent to unsupported edges. Maximum joint spacing in feet should not exceed 2 to 3 times the thickness in inches. Joint sealing with a quality silicone sealer is recommended to prevent water from entering the subgrade allowing pumping and loss of support.

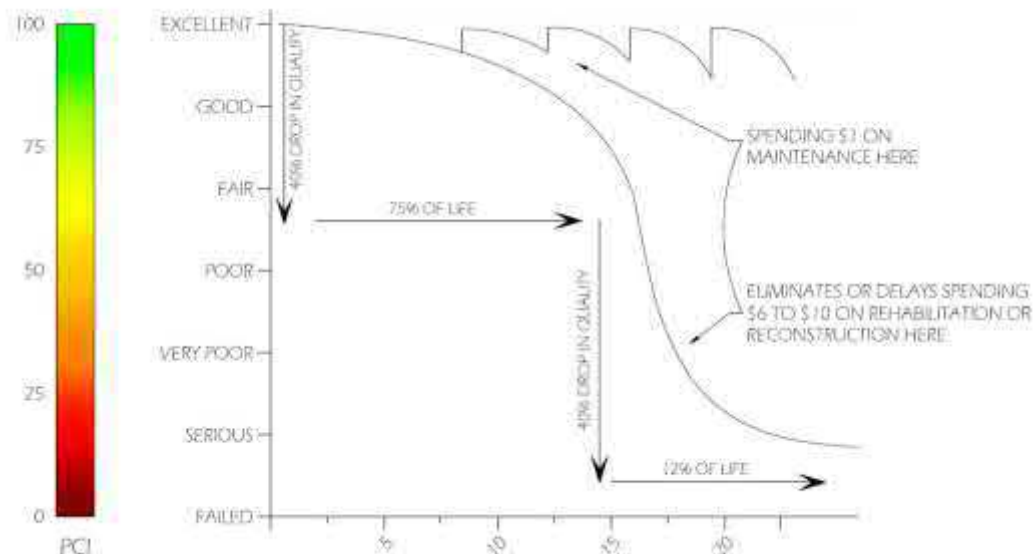
Proper subgrade preparation and joint sealing will reduce (but not eliminate) the potential for slab movements (thus cracking) on the expansive native soils. Frequent jointing will reduce uncontrolled cracking and increase the efficiency of aggregate interlock joint transfer.

4.4 PAVEMENT MAINTENANCE

In order to achieve an extended life in the pavement it is highly recommended that a maintenance plan be constructed to address the aging process of the pavement. It has been well documented that proper pavement maintenance will prolong the life of the pavement at a lower cost than letting the pavement age with no maintenance. Figure 3.6.1 shows through the Pavement Condition Index (PCI), a typical visual condition scale ranging from 0 (failed) to 100 (new), how spending money on pavement preservation at the correct time will be a significantly more cost effective means for extending the life of the pavement. As long as the pavement remains in a fair to excellent state, the cost of pavement preservation is relatively small. However, as the pavement deteriorates, the pavement life becomes significantly shorter and there is a change from preservation to rehabilitation, and reconstruction.

A well-formed maintenance plan should include budgeting for crack sealing on an annual basis beginning the 2nd or 3rd year, and resealing every 4 to 5 years after. Budget estimates should assume that approximately 25 percent of the pavement areas will need isolated crack sealing every year. It is also recommended that surface fog seal coats be considered about year 5 and every 5 years after. This will help preserve the pavement surface as well as minimize the effects from moisture infiltration. Depending on the progression of the aging, more costly surface treatments such as thin overlays or slurry seals should be anticipated at the 15 to 20 year point of the pavements life.

Figure 4.4.1 - Life Cycle Cost Analysis



It is recommended that an initial PCI (Pavement Condition Index) survey be completed on all new pavements at around 4 years old, at which time the pavement should start showing signs of aging. The pavement condition survey will allow for better prediction modeling, permit planning of maintenance and operations, and maximize the life of the roadway. PCI surveys should be conducted every 3 to 5 years to determine progression of aging. A 10 year maintenance plan can be created with each one of these surveys to help for budgeting over a 10 year period.

4.5 CORROSION PROTECTION

Laboratory testing of the native soil indicated a pH of 5.94 and minimum resistivity values of 2618 Ohm-Centimeters. Chloride concentrations are on the order of 88 ppm, and sulfate concentrations on the order of 6 ppm. These results indicate moderate corrosive conditions for buried metal in direct contact with native soils, and negligible corrosive conditions for buried concrete structures. Subsurface concrete should use Type I or II cement, which is readily available and used in the area.

5.0 CONCLUSION

The scope of this investigation and report includes only regional published considerations for seismic activity and ground fissures resulting from subsidence due to groundwater withdrawal, not any site specific studies. The scope does not include any considerations of hazardous releases or toxic contamination of any type.

Our analysis of data and the recommendations presented herein are based on the assumption that soil conditions do not vary significantly from those found at specific sample locations. Our work has been performed in accordance with generally accepted engineering principles and practice; this warranty is in lieu of all other warranties expressed or implied.

We recommend that a representative of the Geotechnical Engineer observe and test the earthwork portions of this project to ensure compliance to project specifications and the field applicability of subsurface conditions which are the basis of the recommendations presented in this report. If any significant changes are made in the scope of work or type of construction that was assumed in this report, we must review such revised conditions to confirm our findings if the conclusions and recommendations presented herein are to apply.

Respectfully submitted,

SPEEDIE & ASSOCIATES, INC.



Garrett J. Chott, E.I.T.



Clay W. Spencer, R.G.



Gregg A. Creaser, P.E.

APPENDIX

SOIL BORING LOCATION PLAN

SOIL LEGEND

LOG OF TEST BORINGS

TABULATION OF TEST DATA

CORROSIVE TEST DATA

CORE PHOTOGRAPHS

SITE PHOTOGRAPHS



 - APPROXIMATE SOIL BORING LOCATIONS

Satellite Imagery Courtesy of Google Earth




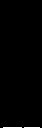



SOIL BORING LOCATION PLAN

Coconino Estates Phase II
 Crescent Drive, N. Navajo Drive, Talkington
 Drive, Louise Way, Davis Way, Thelma Way,
 and Hazel Way
 Flagstaff, Arizona
















**SPEEDIE
AND ASSOCIATES**
 GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS
 2026 N. THIRD STREET
 FLAGSTAFF, ARIZONA 86004

DR:RMT	CHK:CWS	REV:	DATE: 12-4-19	PROJECT NO. 192658SF
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SOIL LEGEND

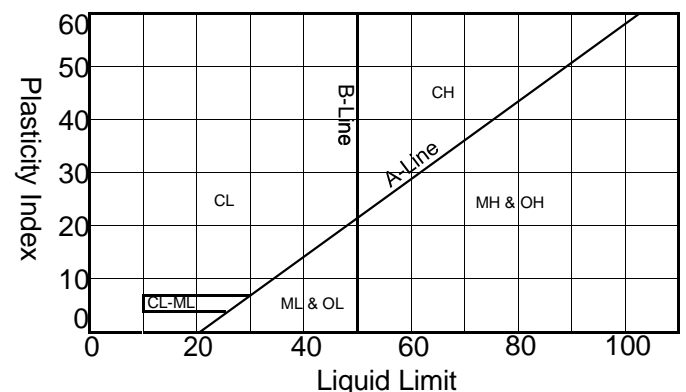
SAMPLE DESIGNATION		DESCRIPTION	
	AS	Auger Sample	A grab sample taken directly from auger flights.
	BS	Large Bulk Sample	A grab sample taken from auger spoils or from bucket of backhoe.
	S	Spoon Sample	Standard Penetration Test (ASTM D-1586) Driving a 2.0 inch outside diameter split spoon sampler into undisturbed soil for three successive 6-inch increments by means of a 140 lb. weight free falling through a distance of 30 inches. The cumulative number of blows for the final 12 inches of penetration is the Standard Penetration Resistance.
	RS	Ring Sample	Driving a 3.0 inch outside diameter spoon equipped with a series of 2.42-inch inside diameter, 1-inch long brass rings, into undisturbed soil for one 12-inch increment by the same means of the Spoon Sample. The blows required for the 12 inches of penetration are recorded.
	LS	Liner Sample	Standard Penetration Test driving a 2.0-inch outside diameter split spoon equipped with two 3-inch long, 3/8-inch inside diameter brass liners, separated by a 1-inch long spacer, into undisturbed soil by the same means of the Spoon Sample.
	ST	Shelby Tube	A 3.0-inch outside diameter thin-walled tube continuously pushed into the undisturbed soil by a rapid motion, without impact or twisting (ASTM D-1587).
	--	Continuous Penetration Resistance	Driving a 2.0-inch outside diameter "Bullnose Penetrometer" continuously into undisturbed soil by the same means of the spoon sample. The blows for each successive 12-inch increment are recorded.

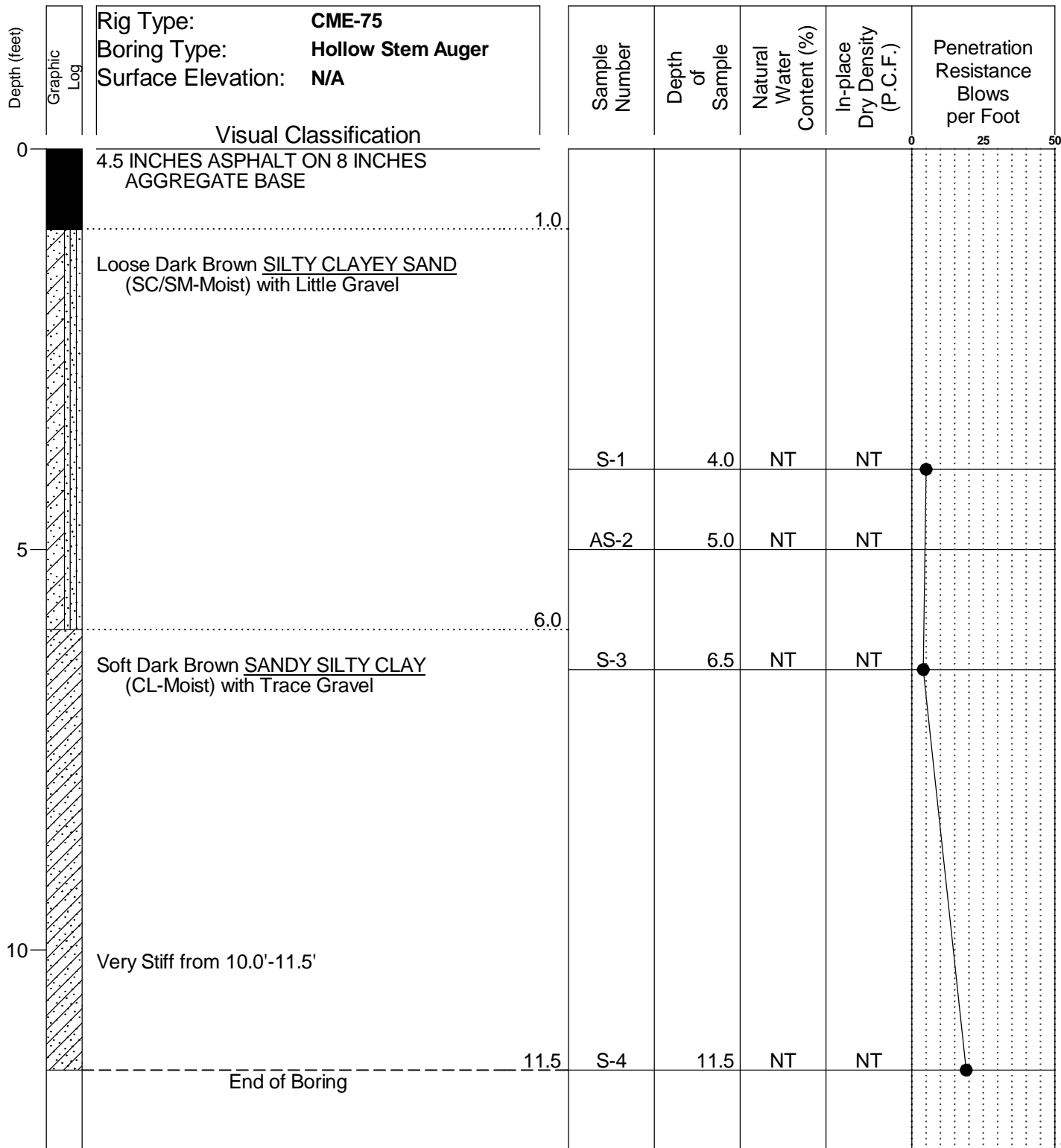
CONSISTENCY			RELATIVE DENSITY	
Clays & Silts	Blows/Foot	Strength (tons/sq ft)	Sands & Gravels	Blows/Foot
Very Soft	0 - 2	0 - 0.25	Very Loose	0 - 4
Soft	2 - 4	0.25 - 0.5	Loose	5 - 10
Firm	5 - 8	0.5 - 1.0	Medium Dense	11 - 30
Stiff	9 - 15	1 - 2	Dense	31 - 50
Very Stiff	16 - 30	2 - 4	Very Dense	> 50
Hard	> 30	> 4		

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS		
			GRAPH	LETTER			
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES		
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES		
				GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES		
	SAND AND SANDY SOILS	CLEAN SANDS (LITTLE OR NO FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES		
				SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES		
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES		
	SM		SILTY SANDS, SAND - SILT MIXTURES				
FINE GRAINED SOILS	SILTS AND CLAYS			SC	CLAYEY SANDS, SAND - CLAY MIXTURES		
				LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
						CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY		
				MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS		
				CH	INORGANIC CLAYS OF HIGH PLASTICITY		
HIGHLY ORGANIC SOILS				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS		
							PT

NOTE: DUAL OR MODIFIED SYMBOLS MAY BE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS OR TO PROVIDE A BETTER GRAPHICAL PRESENTATION OF THE SOIL

MATERIAL SIZE	PARTICLE SIZE			
	Lower Limit		Upper Limit	
	mm	Sieve Size ♦	mm	Sieve Size ♦
SANDS				
Fine	0.075	#200	0.42	#40
Medium	0.420	#40	2.00	#10
Coarse	2.000	#10	4.75	#4
GRAVELS				
Fine	4.75	#4	19	0.75" x
Coarse	19	0.75" x	75	3" x
COBBLES	75	3" x	300	12" x
BOULDERS	300	12" x	900	36" x
♦U.S. Standard		xClear Square Openings		



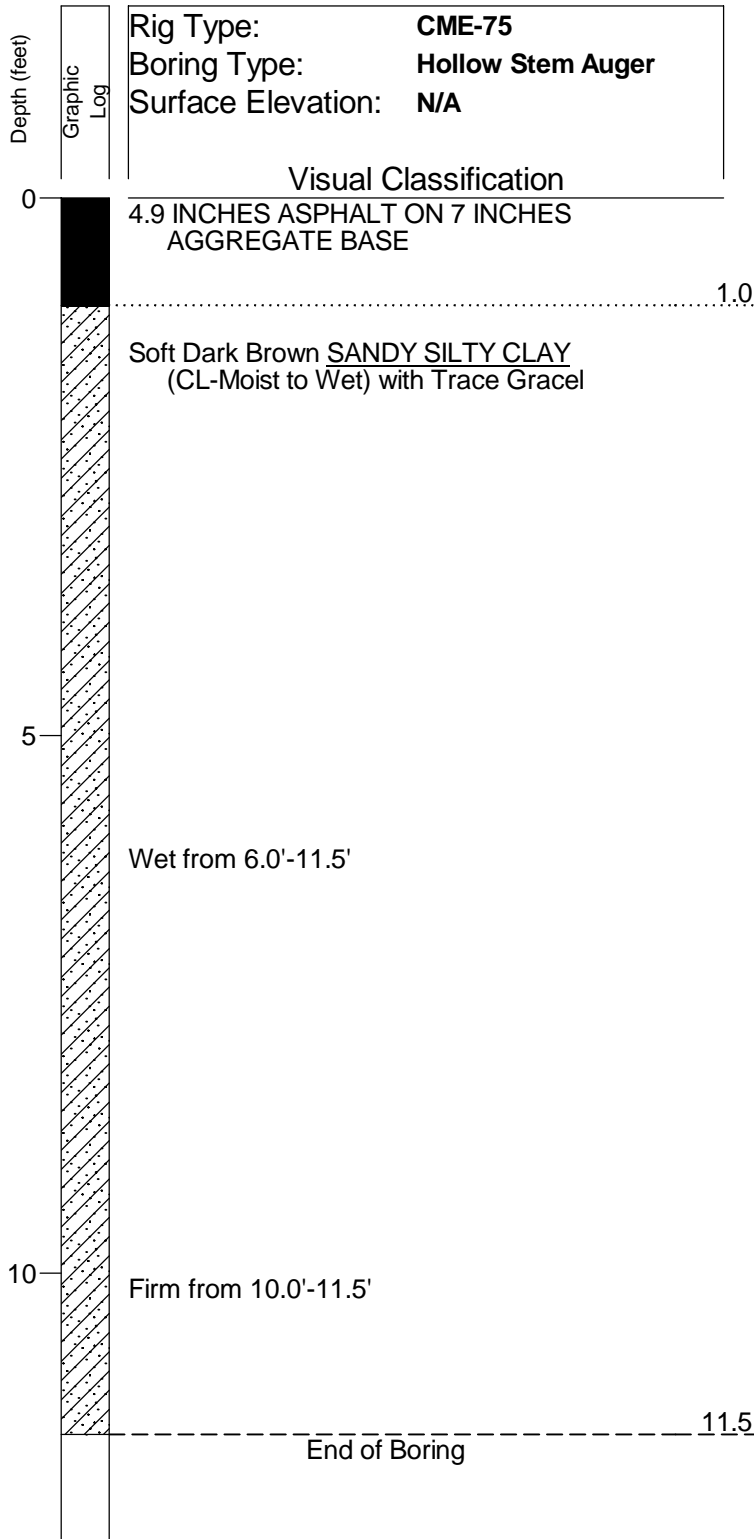


Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number: B-1	
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona	
Project No.: 192658SF	



Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot
S-2	4.0	NT	NT	
S-3	6.5	NT	NT	
BS-1	7.0	NT	NT	
S-4	11.5	NT	NT	

Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

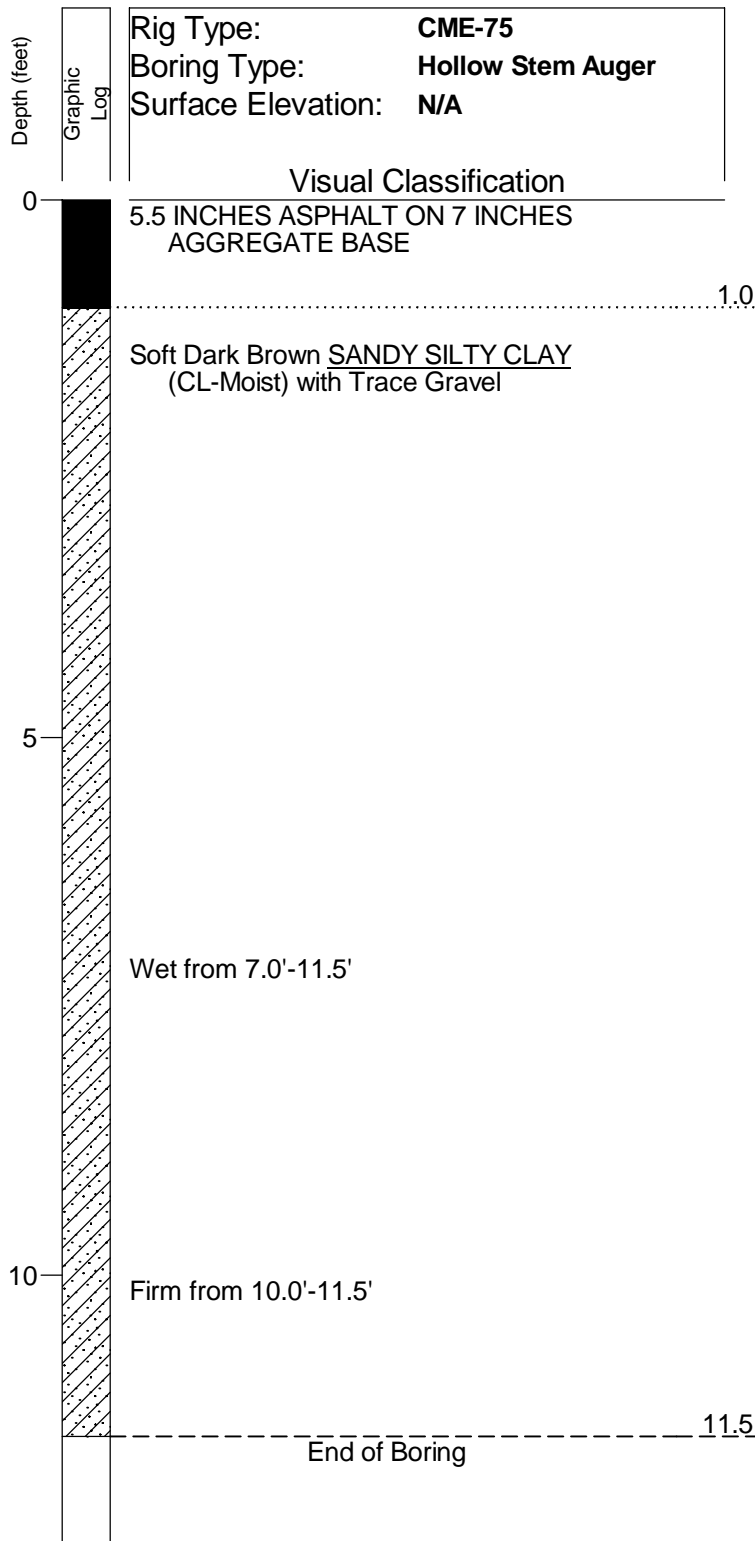
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Coconino Estates Phase II

Coconino Estates Subdivision

Flagstaff, Arizona

Project No.: **192658SF**



Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot
				0 25 50
S-2	4.0	NT	NT	
AS-1	5.0	NT	NT	
S-3	6.5	NT	NT	
S-4	11.5	NT	NT	

Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

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Log of Test Boring Number: **B-3**

Coconino Estates Phase II

Coconino Estates Subdivision

Flagstaff, Arizona

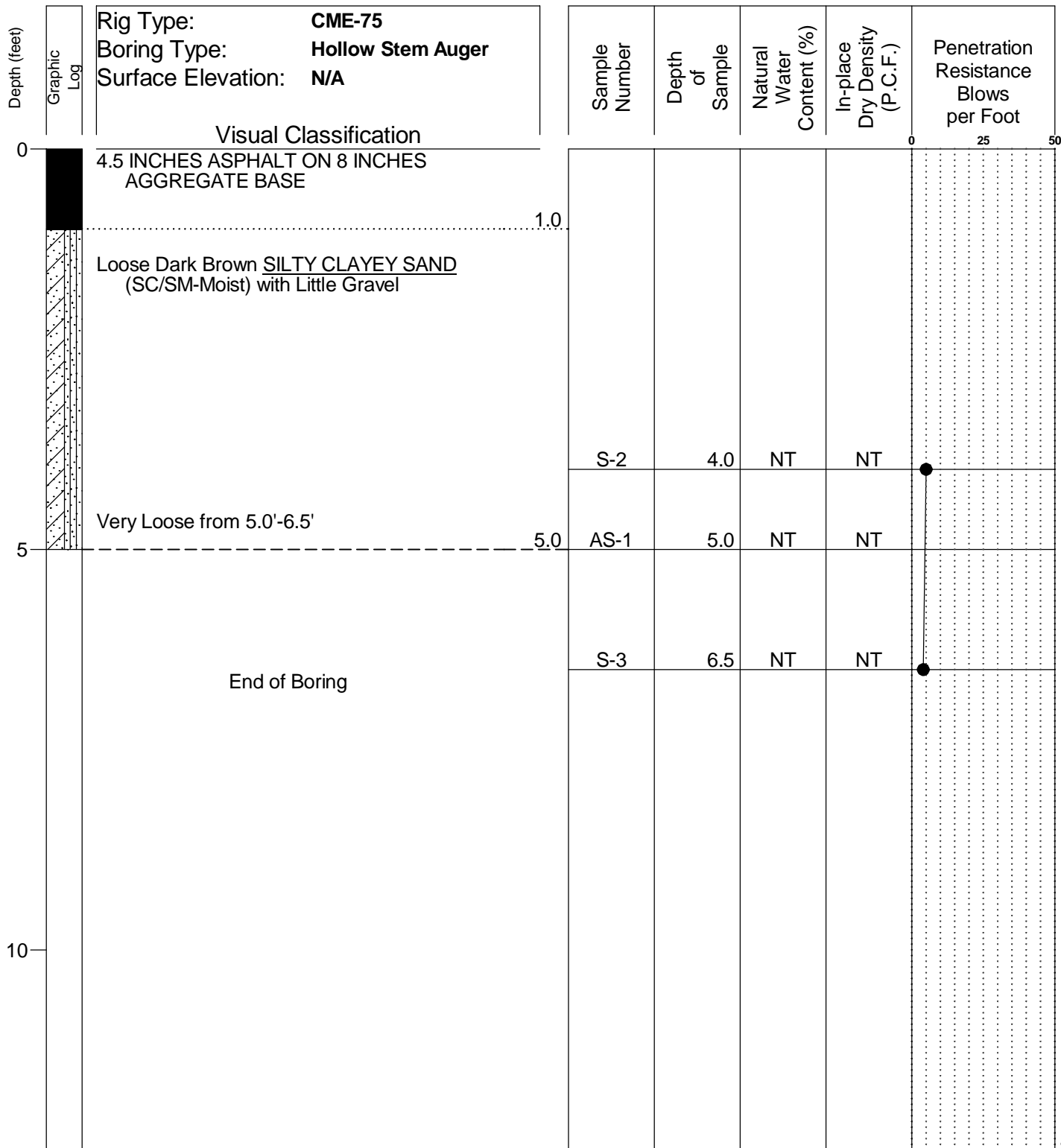
Project No.: **192658SF**

_SPEEDIE 192658SF.GPJ GENGEO.GDT 5/6/20

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number:	B- 4
Coconino Estates Phase II	
Coconino Estates Subdivision	
Flagstaff, Arizona	
Project No.:	192658SF

_SPEEDIE 192658SF.GPJ GENGE0.GDT 5/6/20



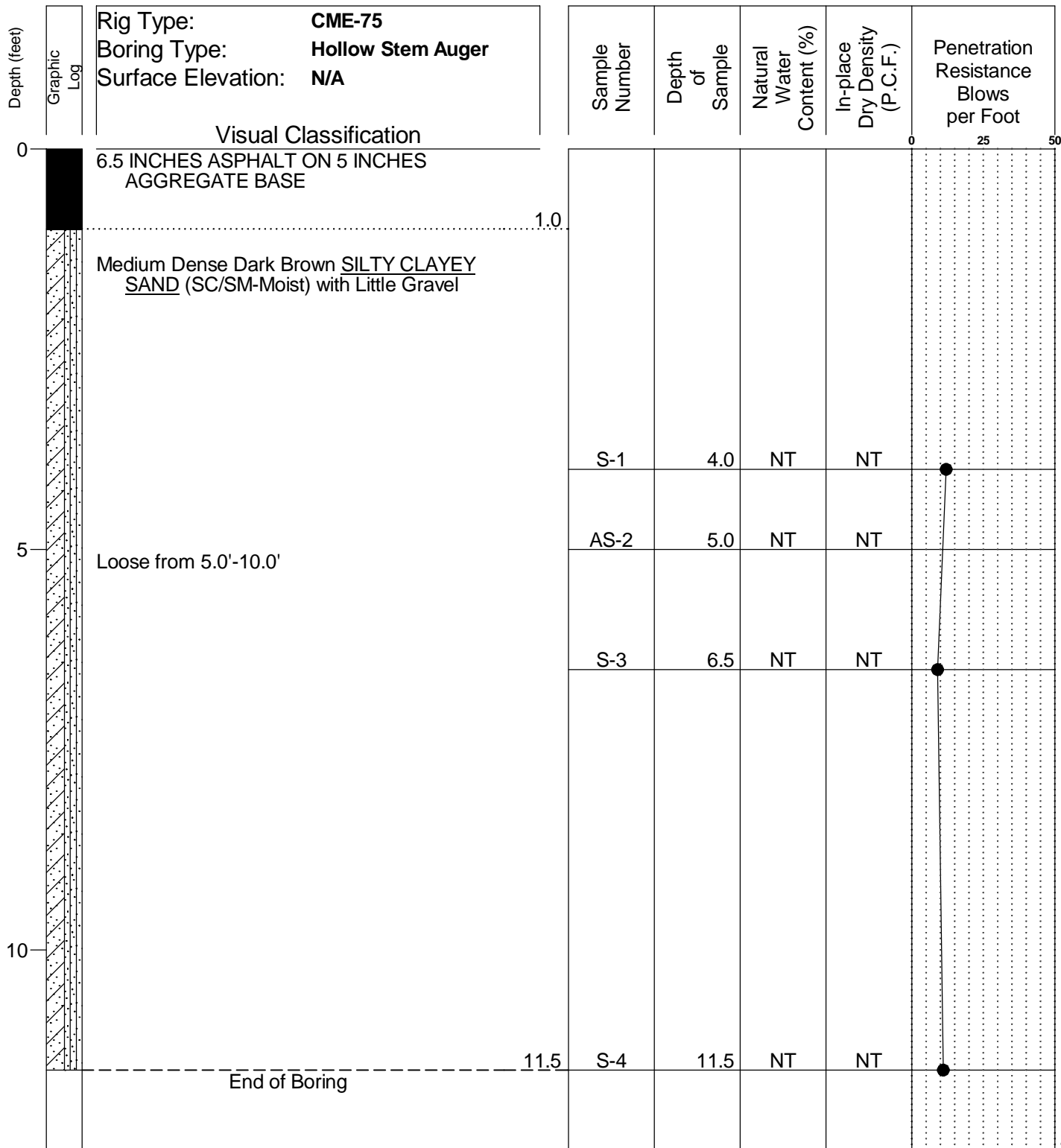
Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number: B- 5	
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona	
Project No.: 192658SF	

_SPEEDIE 192658SF.GPJ GEN GEO.GDT 5/6/20

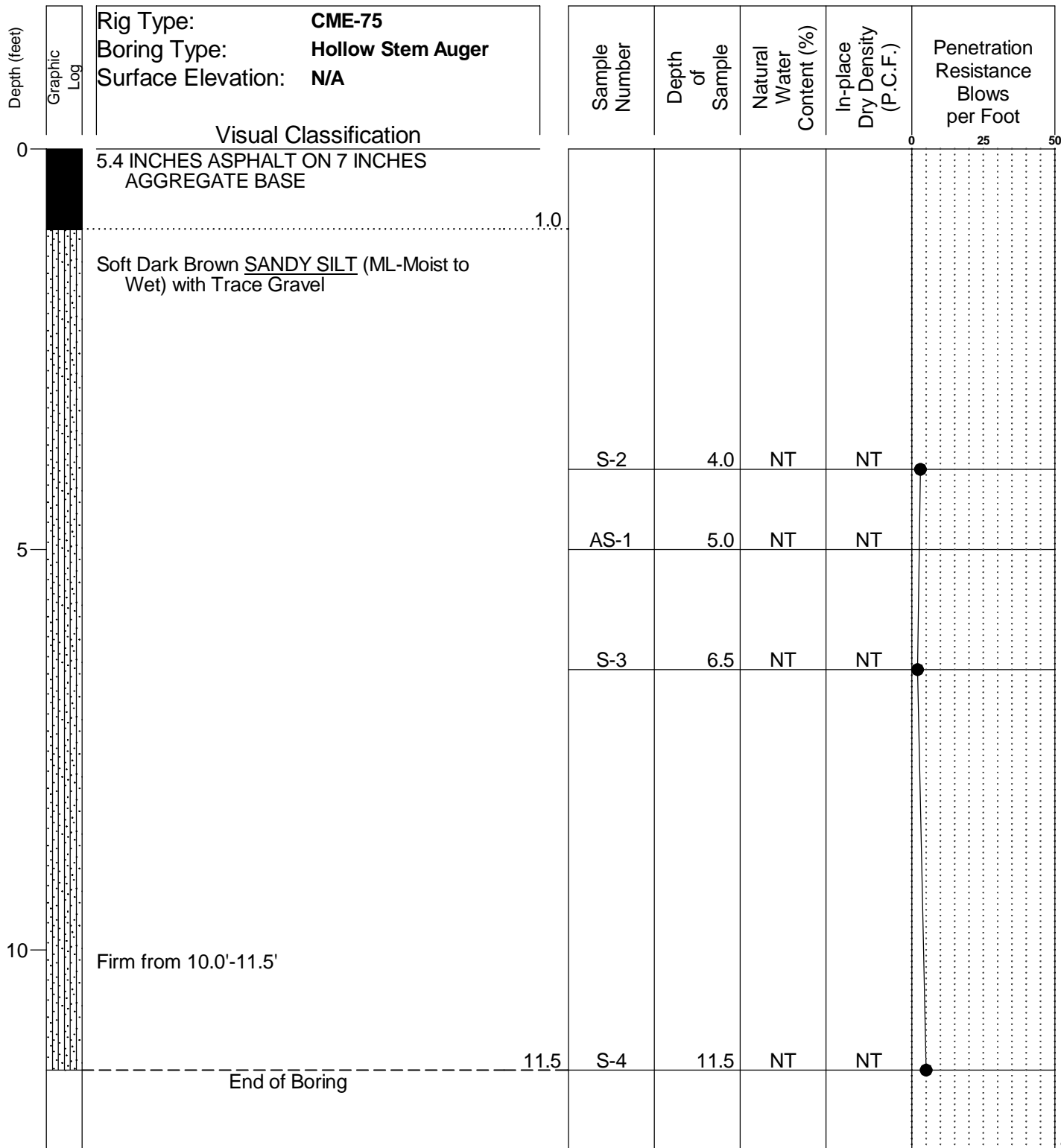


Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number: B- 6	
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona	
Project No.: 192658SF	

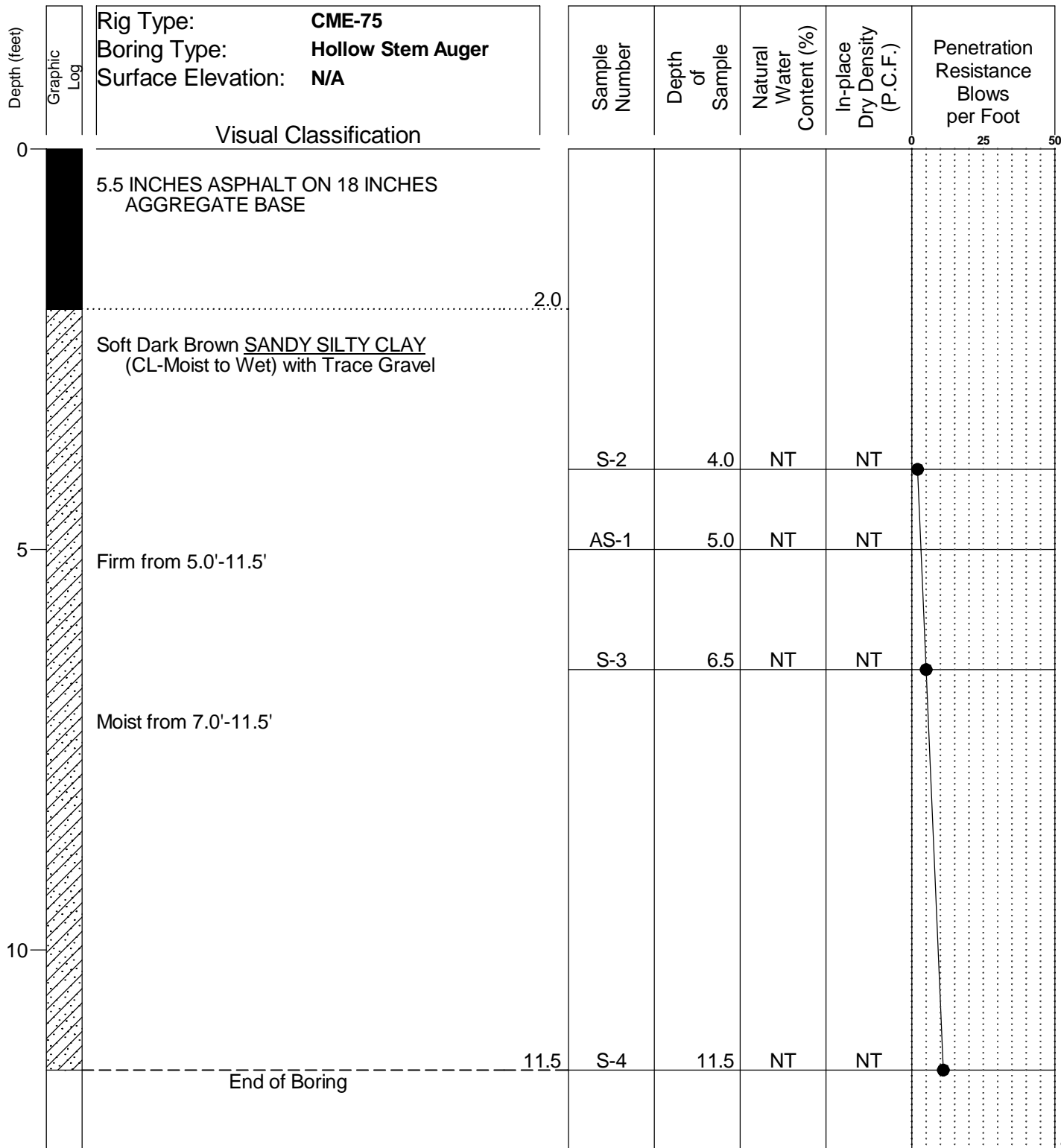


Boring Date: 2-25-20
 Field Engineer/Technician: G. Chott
 Driller: T. Crain
 Contractor: Resilient Drilling

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number: B- 7	
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona	
Project No.: 192658SF	



Boring Date: **2-25-20**

Field Engineer/Technician: **G. Chott**

Driller: **T. Crain**

Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

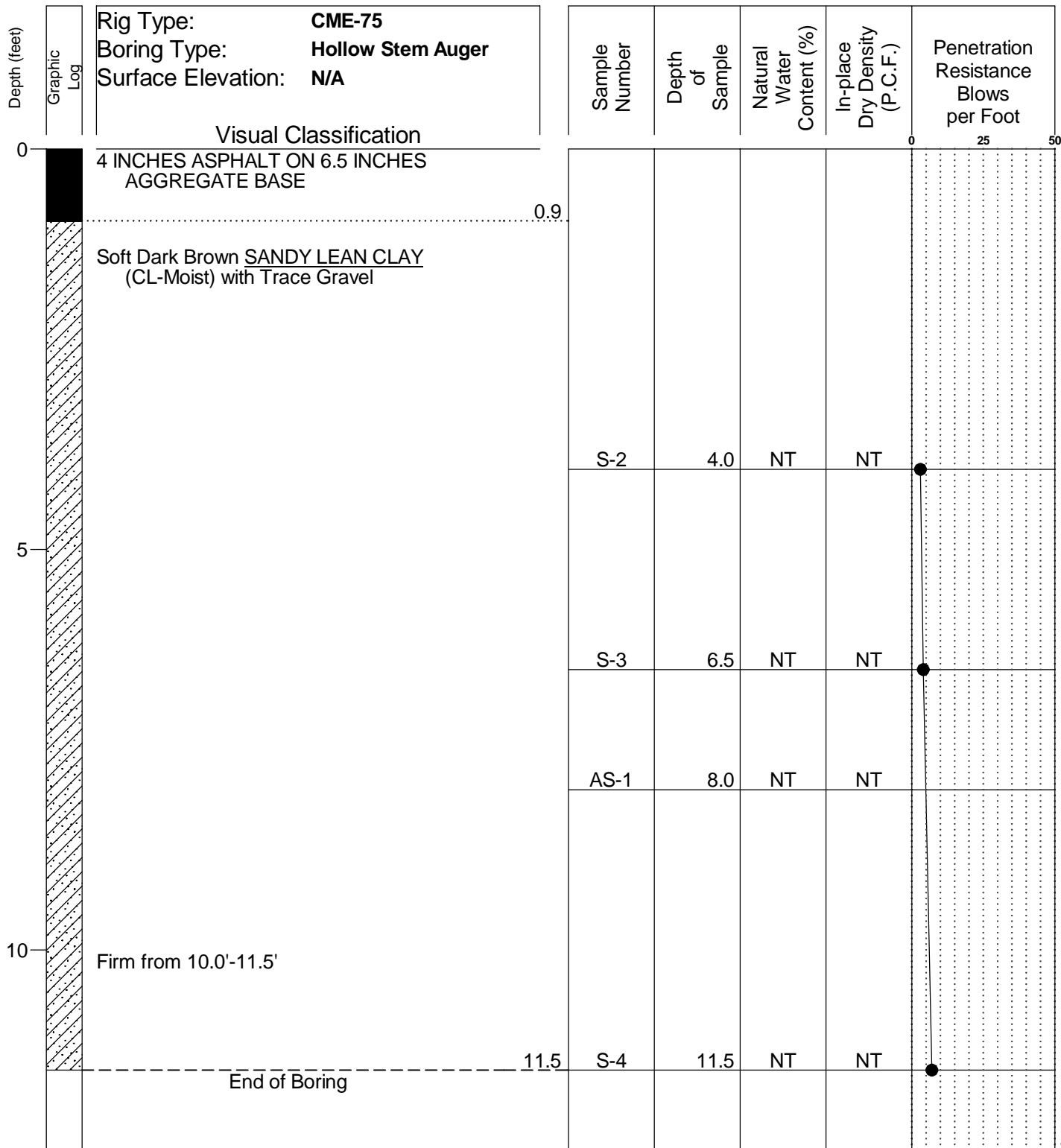
NT = Not Tested

Log of Test Boring Number: **B- 8**

Coconino Estates Phase II
Coconino Estates Subdivision
Flagstaff, Arizona

Project No.: **192658SF**

_SPEEDIE 192658SF.GPJ GENGEO.GDT 5/6/20



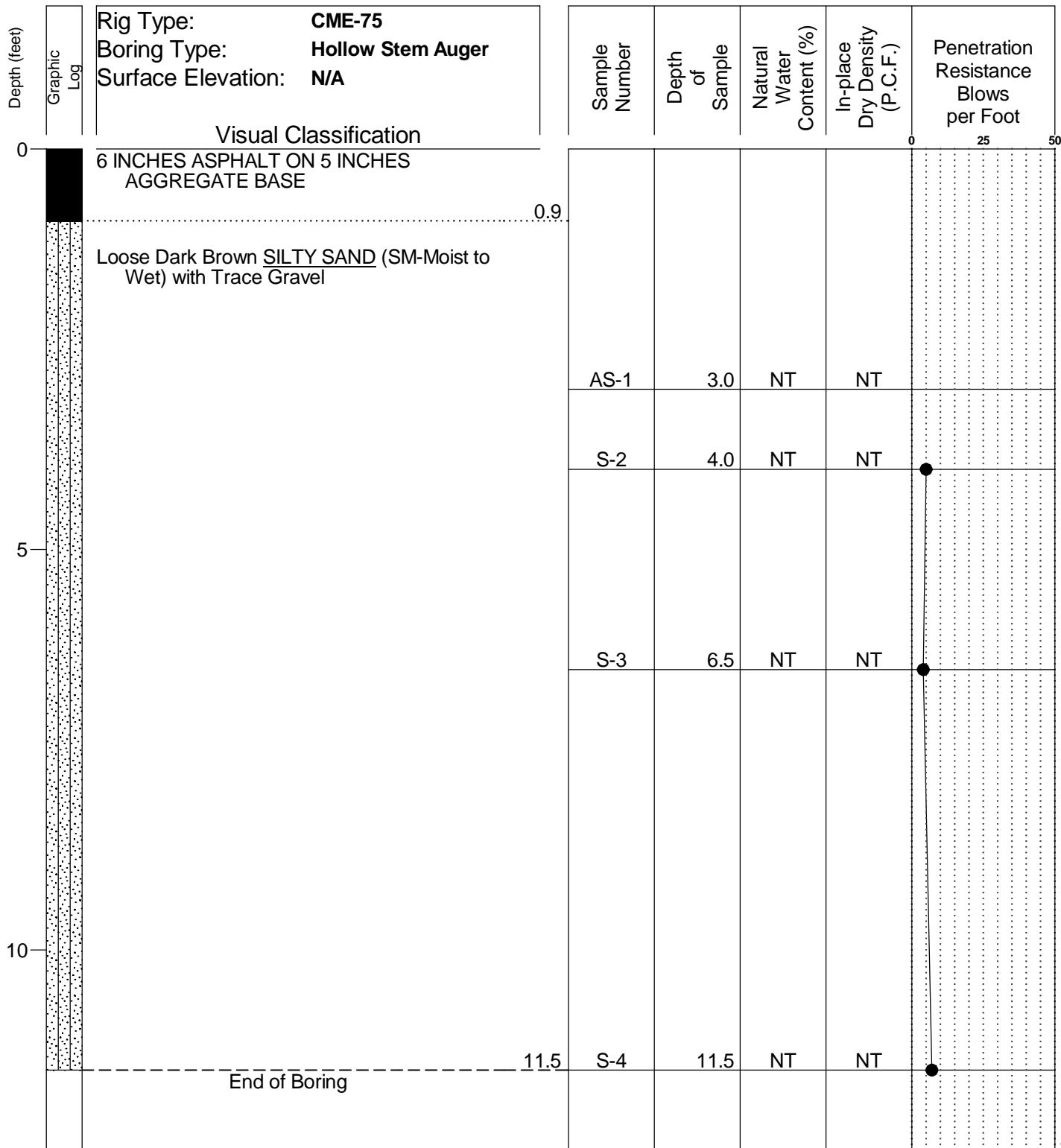
Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number: B- 9	
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona	
Project No.: 192658SF	

_SPEEDIE 192658SF.GPJ GENGEO.GDT 5/6/20



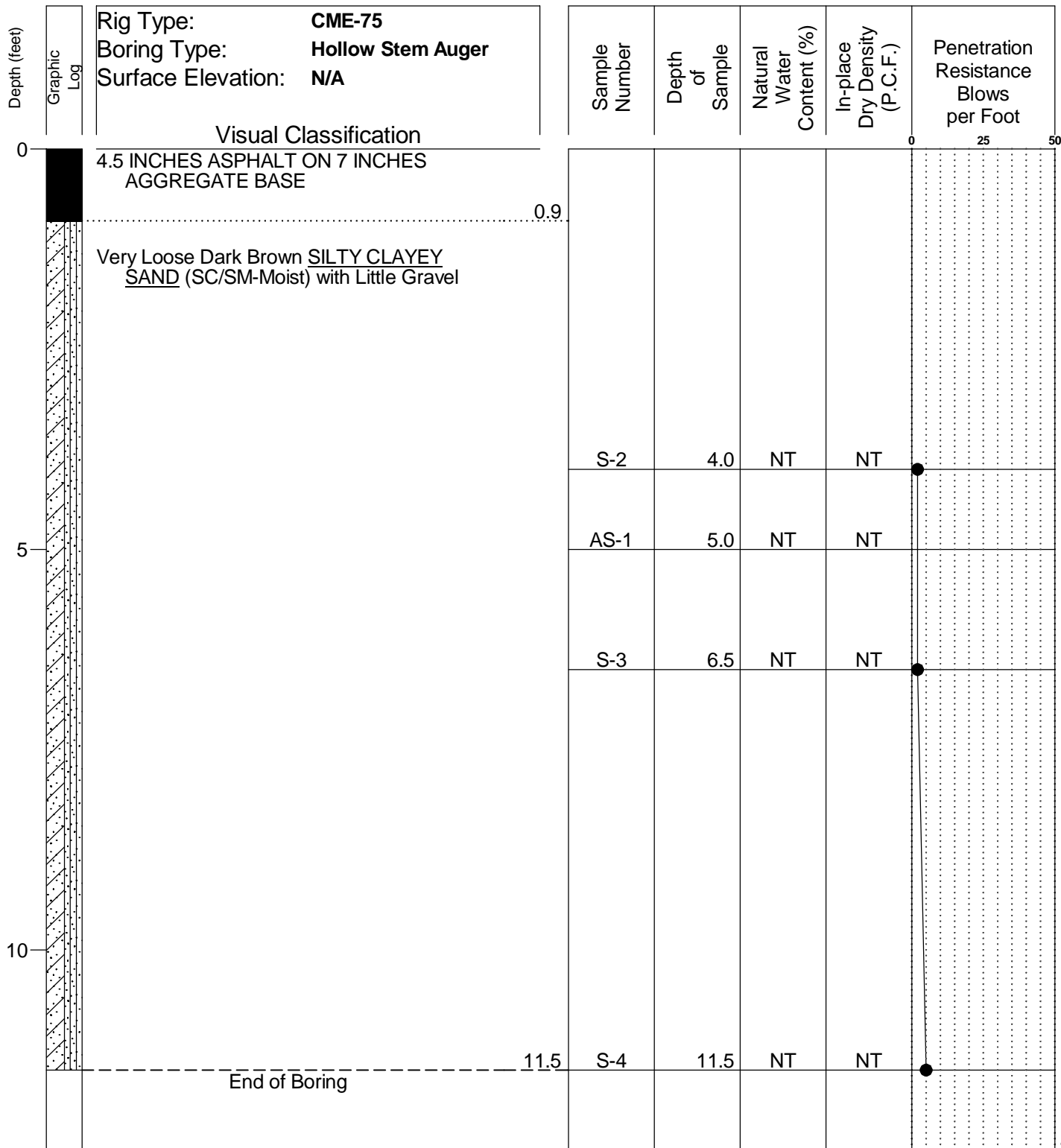
Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES
Log of Test Boring Number: B-10
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona Project No.: 192658SF

_SPEEDIE 192658SF.GPJ GENGEO.GDT 5/6/20



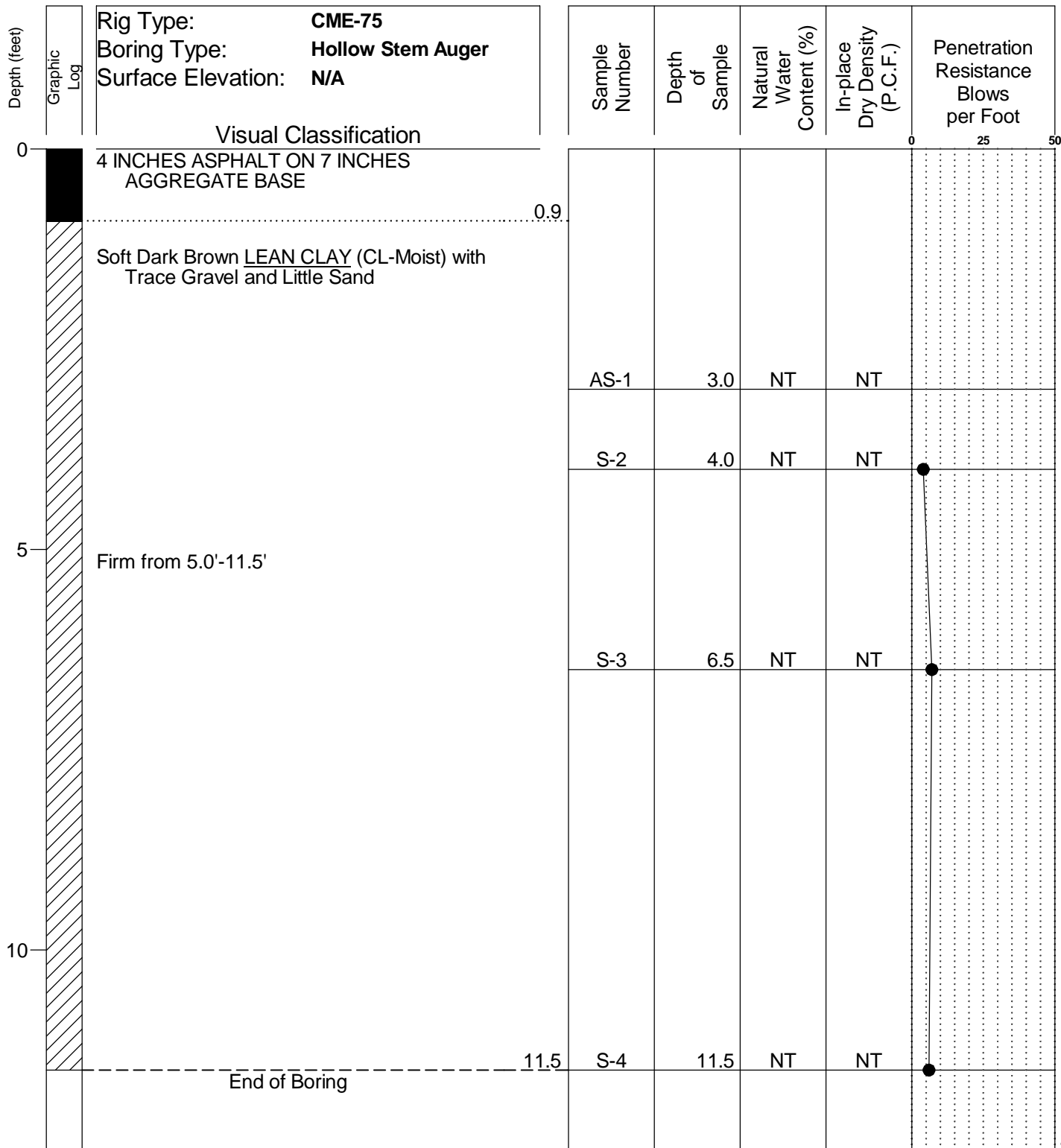
Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number: B-11	
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona	
Project No.: 192658SF	

_SPEEDIE 192658SF.GPJ GENGEO.GDT 5/6/20

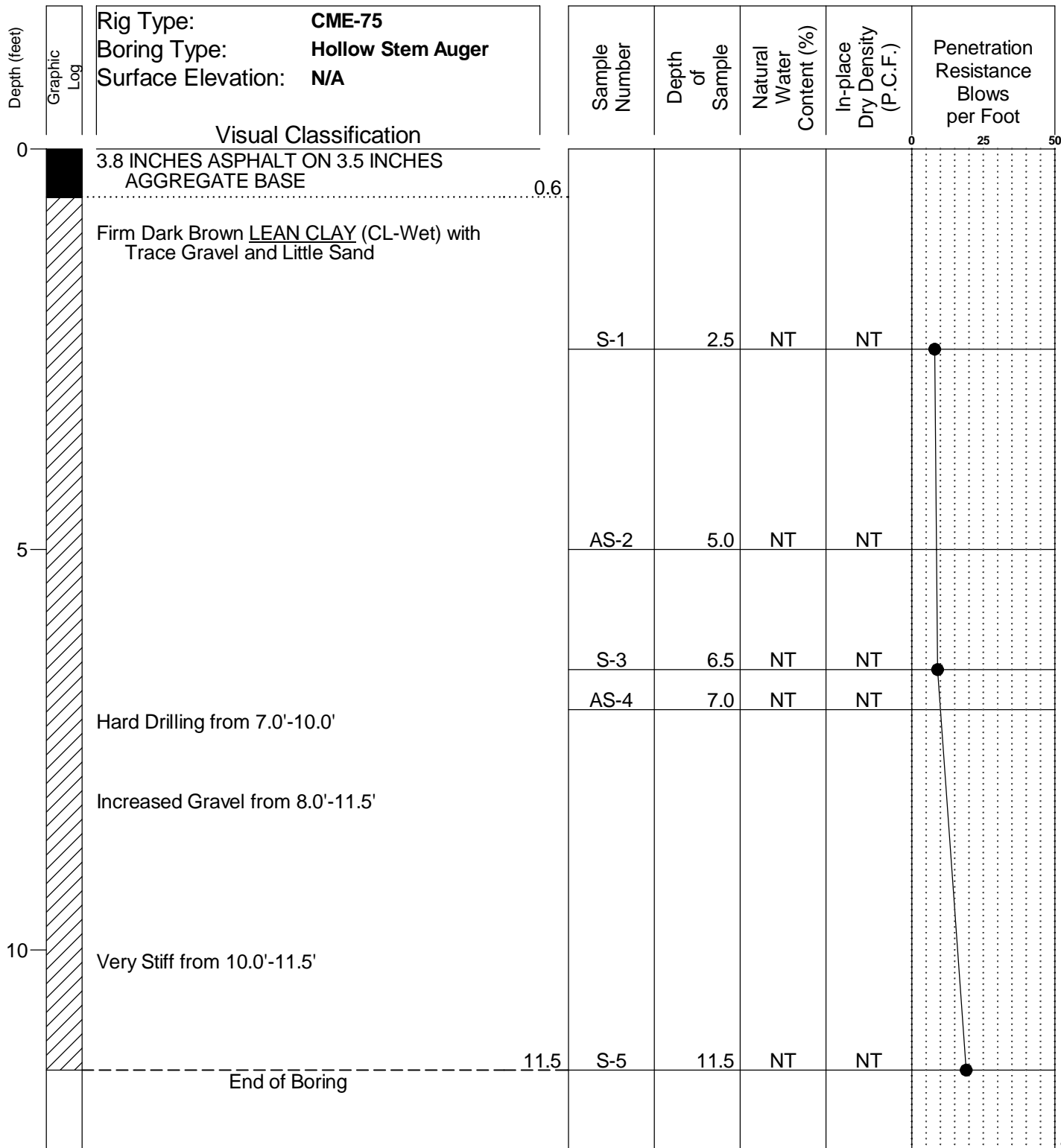


Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number: B-12	
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona	
Project No.: 192658SF	



Boring Date: **2-25-20**
 Field Engineer/Technician: **G. Chott**
 Driller: **T. Crain**
 Contractor: **Resilient Drilling**

Water Level		
Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES	
Log of Test Boring Number: B-13	
Coconino Estates Phase II Coconino Estates Subdivision Flagstaff, Arizona	
Project No.: 192658SF	

TABULATION OF TEST DATA

SOIL BORING or TEST PIT NUMBER	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE INTERVAL (ft)	NATURAL WATER CONTENT (Percent of Dry Weight)	IN-PLACE DRY DENSITY (Pounds Per Cubic Foot)	PARTICLE SIZE DISTRIBUTION (Percent Finer)					ATTERBERG LIMITS			UNIFIED SOIL CLASSIFICATION	SPECIMEN DESCRIPTION
						#200 SIEVE	#40 SIEVE	#10 SIEVE	#4 SIEVE	3" SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
B- 1	AS-2	AUGER	3.0 - 5.0	NT	NT	40.2	56	70	80	100	22	18	4	SC-SM	SILTY, CLAYEY SAND with GRAVEL
B- 3	AS-1	AUGER	1.0 - 5.0	NT	NT	51.3	70	87	94	100	25	21	4	CL-ML	SANDY SILTY CLAY
B- 4	AS-1	AUGER	1.0 - 5.0	NT	NT	60.2	78	90	96	100	28	21	7	CL-ML	SANDY SILTY CLAY
B- 5	AS-1	AUGER	1.0 - 5.0	NT	NT	41.8	60	76	85	100	24	20	4	SC-SM	SILTY, CLAYEY SAND
B- 6	AS-2	AUGER	3.0 - 5.0	NT	NT	47.3	65	79	89	100	26	21	5	SC-SM	SILTY, CLAYEY SAND
B- 7	AS-1	AUGER	1.0 - 5.0	NT	NT	50.6	70	85	93	100	28	23	5	ML	SANDY SILT
B- 8	AS-1	AUGER	1.0 - 5.0	NT	NT	58.8	74	87	93	100	28	21	7	CL-ML	SANDY SILTY CLAY
B- 9	AS-1	AUGER	1.0 - 8.0	NT	NT	60.3	74	85	91	100	30	20	10	CL	SANDY LEAN CLAY
B-10	AS-1	AUGER	1.0 - 3.0	NT	NT	44.6	67	82	91	100	22	20	2	SM	SILTY SAND
B-11	AS-1	AUGER	1.0 - 5.0	NT	NT	49.3	64	79	88	100	27	21	6	SC-SM	SILTY, CLAYEY SAND
B-13	AS-2	AUGER	3.0 - 5.0	NT	NT	60.7	74	83	91	100	27	22	5	ML	SANDY SILT
B-13	AS-4	AUGER	5.0 - 27.0	NT	NT	72.9	83	89	92	100	30	20	10	CL	LEAN CLAY with SAND

Sieve analysis results do not include material greater than 3". Refer to the actual boring logs for the possibility of cobble and boulder sized materials.

NT=Not Tested
Sheet 1 of 1

Coconino Estates Phase II
Coconino Estates Subdivision
Flagstaff, Arizona
Project No. 192658SF

**SPEEDIE
AND ASSOCIATES**

CORROSIVE TEST DATA

SOIL BORING or TEST PIT NUMBER	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE INTERVAL (ft)	PERCENT FINER #200 SIEVE	pH	RESISTIVITY (Ohm-Centimeters)	SULFATE (SO4) (ppm)	CHLORIDE (CL) (ppm)	SULFIDE (+ or -)	REDOX (millivolts)	UNIFIED SOIL CLASSIFICATION	SPECIMEN DESCRIPTION
B- 2	BS-1	BULK	1.0 - 7.0	52.5	5.94	2618	6	88	NT	NT		



Photo No. 1: Asphalt core from boring location B-1



Photo No. 2: Asphalt core from boring location B-2



Photo No. 3: Asphalt core from boring location B-3



Photo No. 4: Asphalt core from boring location B-4

Core Photographs



Photo No. 1: Asphalt core from boring location B-6



Photo No. 2: Asphalt core from boring location B-7



Photo No. 3: Asphalt core from boring location B-8



Photo No. 4: Asphalt core from boring location B-10



Photo No. 1: Asphalt core from boring location B-11

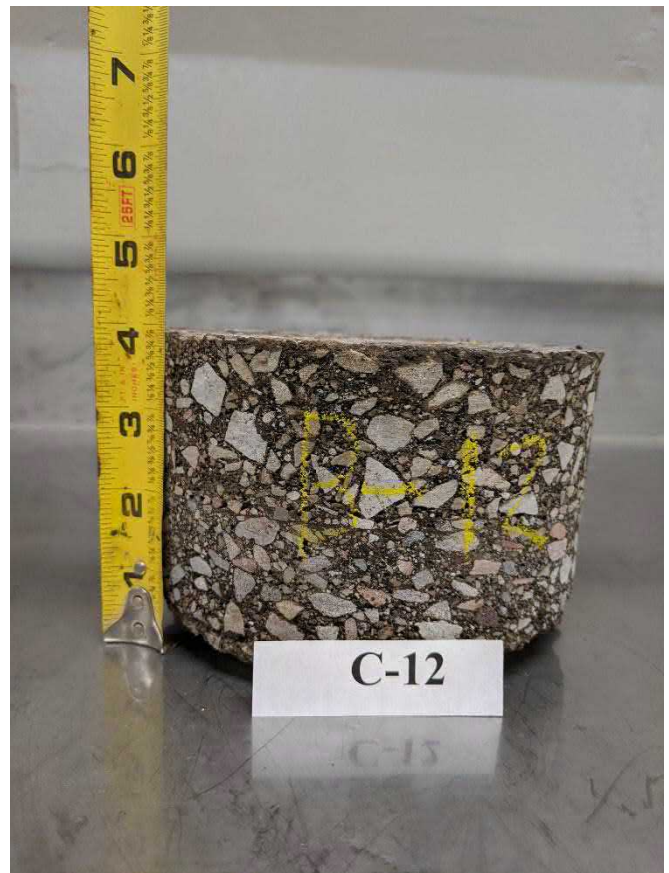


Photo No. 2: Asphalt core from boring location B-12

Cores from boring locations B-5 and B-9 were unable to be recovered.



Photo No. 3: Asphalt core from boring location B-13



Photo No. 1: Alligator cracking, corner erosion and Asphalt spalling on N. Navajo Drive

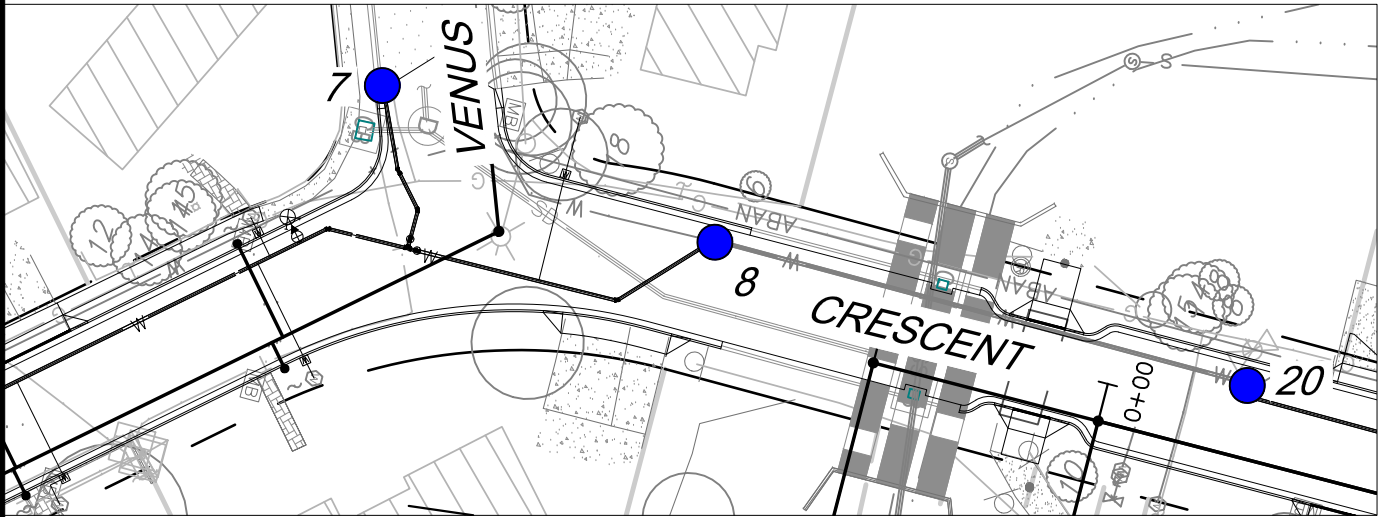
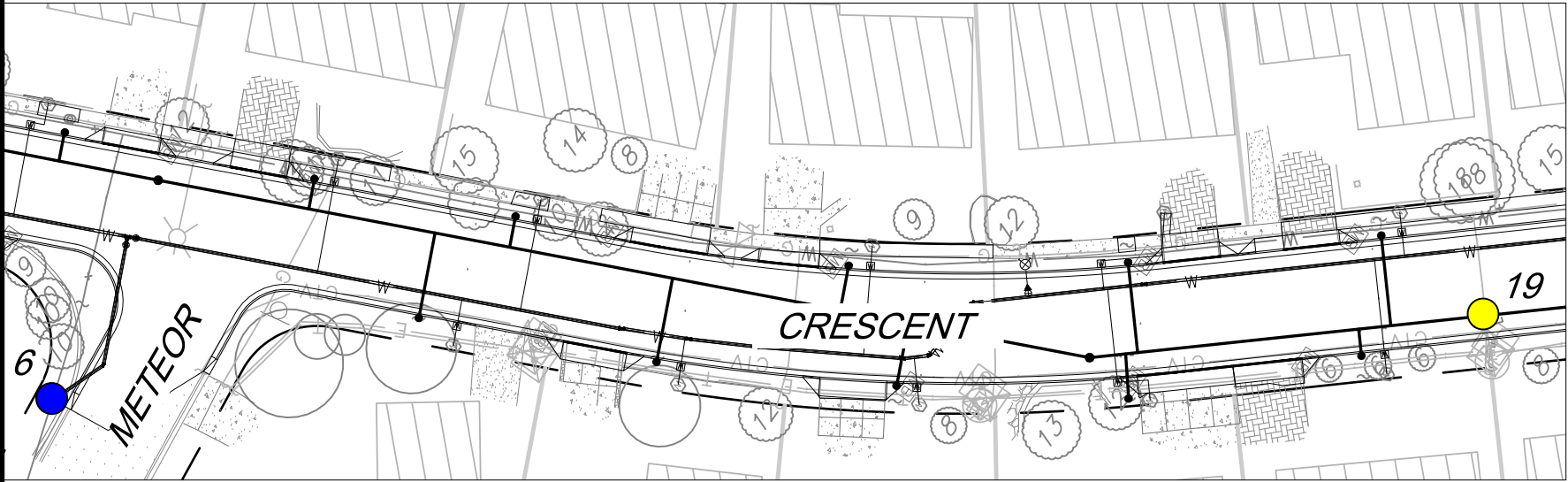
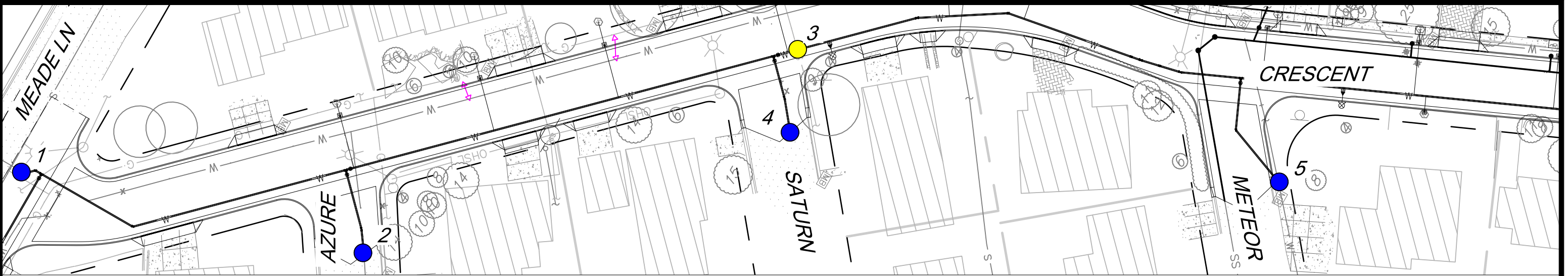


Photo No. 2: Block cracking on N. Talkington Dr.



Photo No. 3: Severe alligator cracking on N. Navajo Dr.

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- COMMUNICATIONS POTHOLE
- GAS POTHOLE
- WATERLINE POTHOLE

POTHOLE TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
1	60236.04	29734.24	WL
2	60409.40	29682.59	WL
3	60551.02	29479.76	GAS
4	60568.80	29518.91	WL
5	60799.54	29414.96	WL
6	61000.26	29324.05	WL
7	61486.79	28863.70	WL
8	61580.87	28880.64	WL
9	62061.13	29262.02	WL
10	62093.86	29425.59	WL
11	61309.23	30149.58	WL
12	61098.91	30264.75	WL
13	60825.96	30344.84	WL
14	60826.97	30367.38	WL
15	60534.30	30199.53	WL
16	60563.10	30391.78	WL
17	60572.57	30430.22	UNK
18	60252.67	30522.35	COMM
19	61331.38	29061.65	GAS
20	61724.15	28880.55	WL
21	60534.85	30443.70	WL

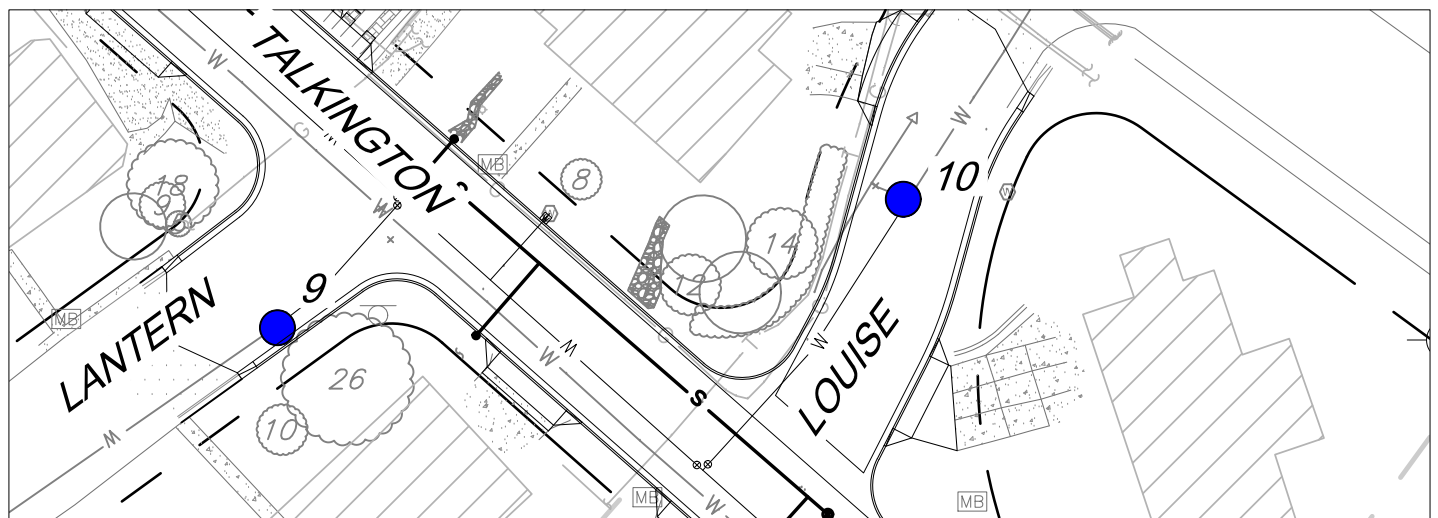
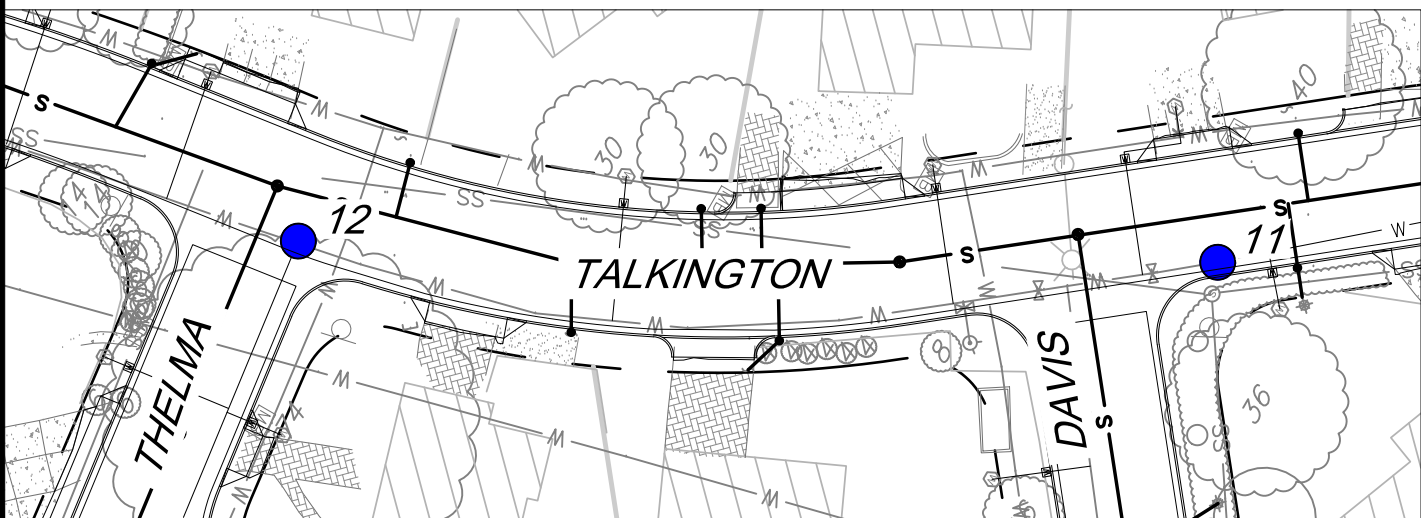
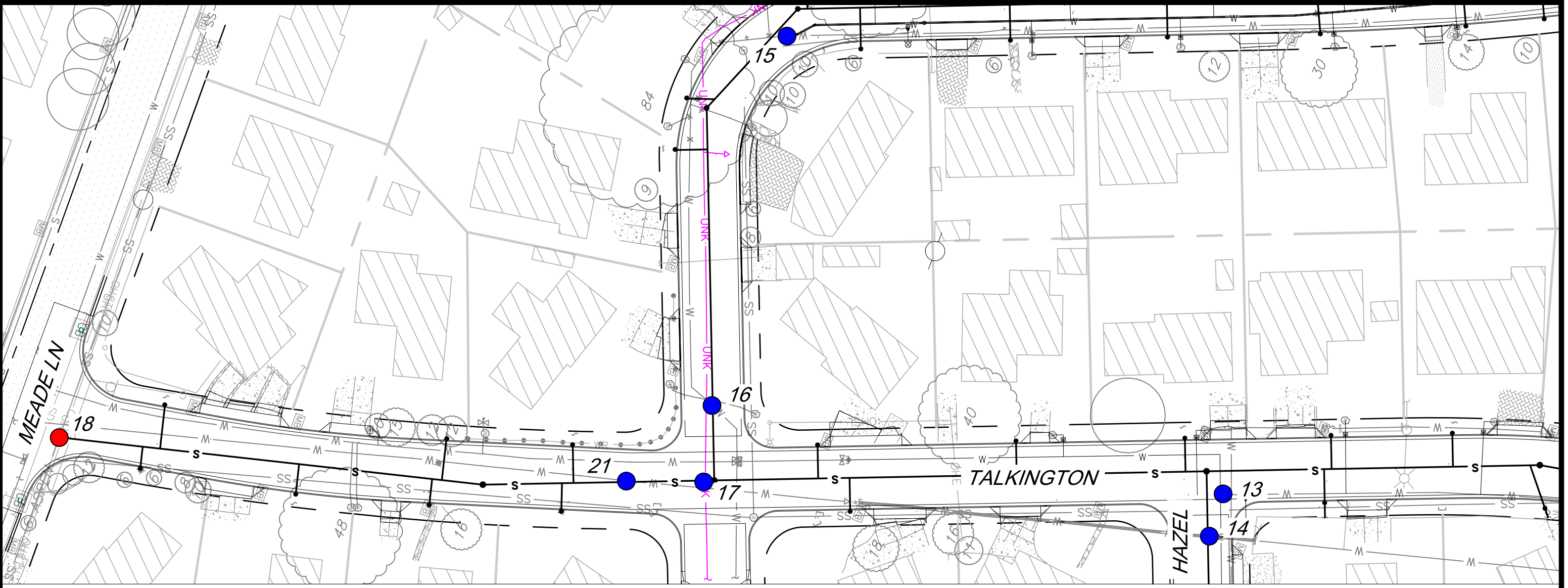
SCALE: 1"=50'



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Flagstaff and Las Vegas, NV.
500 N. Beaver Street
Flagstaff, Arizona 86001 (928) 779-1500

COCONINO ESTATES PHASE II
UTILITY POTHOLE LOCATIONS
SHT 1 OF 2
4.28.20

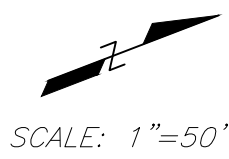
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Flagstaff and Las Vegas, NV.
500 N. Beaver Street
Flagstaff, Arizona 86001 (928) 779-1500



COCONINO ESTATES PHASE II
UTILITY POTHOLE LOCATIONS

TEST HOLE DATA SUMMARY



19621 N. 23rd Drive Suite 150
Phoenix, Arizona 85027
TEL: (602) 977-8000
www.T2ue.com

PROJECT NO: AZ40900100
CLIENT: _____
PROJECT: AZ40900100 - COCONINO ESTATES PH 2
SUE CREW/TRUCK NO: DS, AF, JA, RF/550581, 550550, 540581
CITY/COUNTY: FLAGSTAFF/COCONINO
LOCATION/INTERSECTION: _____

SURFACE TYPE				REFERENCE MARKER (RM)				UTILITY TYPE											
ASPHALT	A	OTHER	O	CUT X	X	ROD & CAP	RC	BURIED ELECTRIC	BE	EXPLORATORY	EXP	GAS SERVICE	GS	STREET LIGHT	SL	WATERMAIN	WM		
CONCRETE	C	ASPHALT/CONCRETE	AC	LATHE	L	SLEEVE	S	BURIED TELECOM	BT	FIBER OPTIC CABLE	FOC	OTHER	O	TRAFFIC SIGNAL	TS	RECLAIMED WATER	RW		
INTERLOCK BRICK	I			NAIL & DISK	ND	WOODEN STAKE	W	CABLE TV	CATV	FORCE MAIN	FM	SANITARY SEWER	SAN	UNKNOWN	UNK	FUEL LINE	FL		
NATURAL GROUND	NG			OTHER	O	PK NAIL	PK	COMBINED SEWER	COMB	GAS MAIN/PIPELINE	GM	STORM SEWER	STM	WATER SERVICE	WS	PIPELINE	PL		

UTILITY MATERIAL													
ASBESTOS	AC	CORRUGATED METAL PIPE	CMP	PLASTIC (PVC, PE, HDPE)	PL	CONCRETE	CONC	OTHER	O	WOOD	WD		
CLAY	CL	DIRECT BURIED CABLE	DBC	METALLIC (IRON, STEEL, COATED)	MET	COPPER	CU	UNKNOWN	UNK	FIBERGLASS	FIBG		

TH NO	CLIENT TH NO	TH DATE	UTILITY TYPE	UTILITY MATERIAL	UTILITY DIRECTION	UTILITY WIDTH (FIELD)	APPARENT UTILITY OWNER	RM ELEVATION	DEPTH RM TO TOP OF UTILITY	DEPTH RM TO BTM OF UTILITY	ELEV. TOP OF UTILITY	ELEV. BOTTOM OF UTILITY	SURFACE TYPE	REMARKS
1	1	5/13/2020	WM	CONC	NORTH - SOUTH	9.00"	-	6970.06'	4.32'	-	6965.74'	-	A	
2	2	5/13/2020	WM	CONC	NORTHEAST - SOUTHWEST	9.00"	-	6970.30'	4.47'	-	6965.83'	-	A	
3	3	5/13/2020	GM	MET	NORTHEAST - SOUTHWEST	2.50"	-	6972.52'	2.57'	-	6969.95'	-	A	
4	4	5/14/2020	WS	MET	NORTHEAST - SOUTHWEST	4.00"	-	6972.52'	3.18'	-	6969.34'	-	A	
5	5	5/14/2020	WM	PL	NORTHEAST - SOUTHWEST	8.00"	-	6974.51'	3.50'	-	6971.01'	-	NG	
6	6	5/15/2020	WM	PL	EAST - WEST	8.00"	-	6978.20'	4.35'	-	6973.85'	-	NG	
7	7	5/14/2020	WM	PL	EAST - WEST	8.00"	-	6984.67'	4.01'	-	6980.66'	-	A	DUG ON SURVEY FOUND AND EXPOSED UTILITIES, FOUND A WATER PIPE AND ALONG WITH A GAS LINE. SEE 7A FOR GAS INFORMATION
7A	7A	5/14/2020	GS	MET	EAST - WEST	2.50"	-	6984.74'	2.81'	-	6981.93'	-	A	
8	8	5/14/2020	WM	MET	NORTH - SOUTH	9.00"	-	6981.75'	4.66'	-	6977.09'	-	A	
9	9	5/14/2020	WM	-	NORTHEAST - SOUTHWEST	7.00"	-	6985.71'	3.43'	-	6982.28'	-	A	
10	10	5/14/2020	WM	MET	NE & NW	8.00"	-	6986.93'	3.55'	-	6983.38'	-	A	TOP MEASUREMENT IS TOP OF PIPE GOING TOWARDS NE. 3.43' IS TOP OF CONCRETE. DUG DOWN FOUND LINE AS IT GOES INTO CONCRETE STRUCTURE AT BEND. VERIFIED THAT IT 90'S INTO VALVE TO THE NW AS SHOWN BY B/S.
11	11	5/14/2020	-	MET	SE & SW	-	-	6975.32'	2.20'	-	6973.12'	-	A	DUG DOWN FOUND (2) PIPES DEAD ENDING AT SAME POINT. PIN SET WHERE PIPES END. TOP MEASUREMENT IS TOP OF HIGHEST POINT OF THE 10" UNKNOWN LINE. PIPE REDUCES TO 8". RUNNING TOWARDS SW. DEPTH MEASUREMENT TO TOP OF 4.50" LINE (BROKEN) RUNNING TOWARDS SOUTH EAST, IS 2.66'.
12	12	5/15/2020	WM	MET	NORTH - SOUTH	8.50"	-	6973.44'	3.81'	-	6969.63'	-	A	
13	13	5/15/2020	WM	MET	SOUTHEAST - NORTHWEST	8.50"	-	6971.19'	3.07'	-	6968.12'	-	A	
14	14	5/15/2020	WM	MET	SOUTHEAST - NORTHWEST	12.00"	-	6971.28'	2.83'	-	6968.45'	-	A	
15	15	5/15/2020	WM	MET	SOUTHEAST - NORTHWEST	10.50"	-	6970.46'	3.70'	-	6966.76'	-	A	ADJUSTED HOLE TO THE NORTH OF WATER VALVE. DUG DOWN FOUND PIPE 8.50" METALLIC. ALSO EXPOSED A 3/4" UNKNOWN UTILITY ON THE SW SIDE OF THE WATERLINE.
16	16	5/13/2020	WM	PL	NORTH - SOUTH	9.00"	-	6969.43'	8.43'	-	6961.00'	-	A	
17	17	5/13/2020	UNK	MET	EAST - WEST	3.00"	-	6969.13'	4.02'	-	6965.11'	-	A	DUG ON SURVEY, FOUND AND EXPOSED UTILITY. UTILITY TYPE IS UNKNOWN - POSSIBLE OLD GAS PIPE.
18	18	5/15/2020	SAN	CL	EAST - WEST	8.50"	-	6966.46'	4.96'	-	6961.50'	-	A	
19	19	5/13/2020	GM	MET	NORTHEAST - SOUTHWEST	1.50"	-	6982.65'	3.07'	-	6979.58'	-	A	
20	20	5/15/2020	WM	MET	NORTHEAST - SOUTHWEST	10.00"	-	6981.74'	4.40'	-	6977.34'	-	A	EXPOSED WATERLINE ALONG WITH TRACER WIRE AT PIPE ELBOW. UNABLE TO EXPOSE ENTIRE PIPE DUE TO CONCRETE
21	21	5/13/2020	WM	CONC	NORTH - SOUTH	14.00"	-	6969.21'	2.68'	-	6966.53'	-	A	

REMARKS: _____ REVISION NOTES: _____

TEST HOLE DATA REPORT

TEST HOLE NO: 1
 TEST HOLE DATE: 5/13/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 -
 COCONINO ESTATES
 PH 2



CLIENT TEST HOLE NO: 1
 SUE CREW/TRUCK NO: JA RF/550550
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION:
 MEADE LN & CRESCENT DR

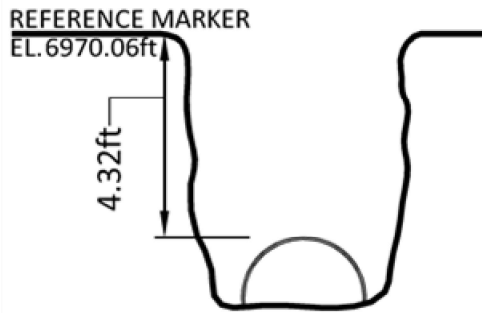
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NORTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: CONCRETE
 UTILITY DIRECTION: NORTH - SOUTH
 UTILITY WIDTH (FIELD): 9.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 4.32'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6965.74'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 60236.31'
 EASTING: 29734.45'
 ELEVATION: 6970.06'
 LOCATION:
 MARKED BY:
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 4.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 2
 TEST HOLE DATE: 5/13/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 -
 COCONINO ESTATES PH
 2



CLIENT TEST HOLE NO: 2
 SUE CREW/TRUCK NO: JA RF/550550
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION:
 AZURE DR & CRESCENT DR

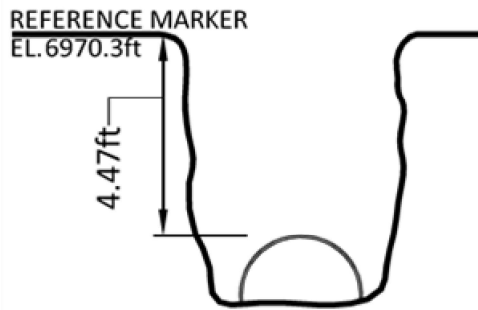
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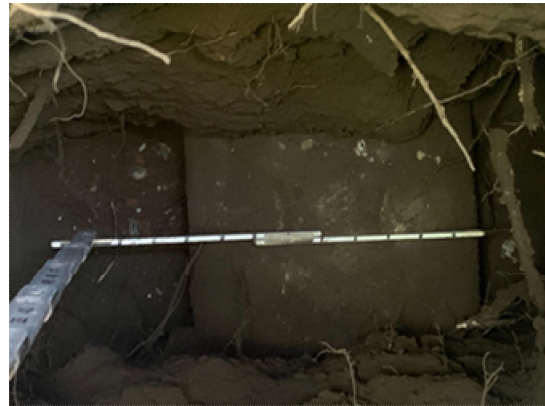
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: CONCRETE
 UTILITY DIRECTION: NORTHEAST - SOUTHWEST
 UTILITY WIDTH (FIELD): 9.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 4.47'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6965.83'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

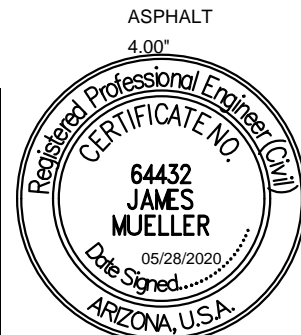
NORTHING: 60409.47'
 EASTING: 29682.72'
 ELEVATION: 6970.30'
 LOCATION:
 MARKED BY:
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 4.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 3
 TEST HOLE DATE: 5/13/2020
 PROJECT NO: AZ40900100
 CLIENT: AZ40900100 - COCONINO ESTATES PH 2

T2utility engineers
 19621 N. 23rd Drive Suite 150
 Phoenix, Arizona 85027
 TEL: (602) 977-8000
 www.T2ue.com

CLIENT TEST HOLE NO: 3
 SUE CREW/TRUCK NO: JA RF/550550
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: SATURN WAY & CRESCENT DR

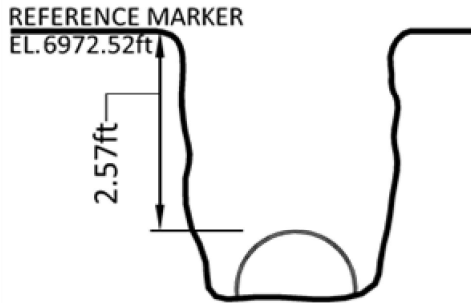
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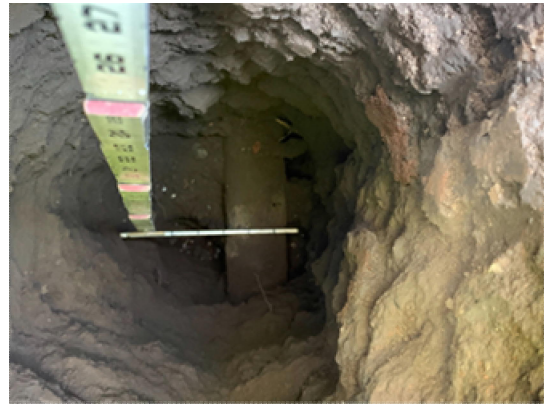
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	GAS MAIN/PIPELINE	NORTHING	60550.73'
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	EASTING	29479.99'
UTILITY DIRECTION	NORTHEAST - SOUTHWEST	ELEVATION	6972.52'
UTILITY WIDTH (FIELD)	2.50"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	NAIL & DISK
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	2.57'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6969.95'	TYPE	ASPHALT
APPARENT BOTTOM OF UTILITY	-	THICKNESS	5.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE: 5/28/2020
 CHECKED DATE: 5/28/2020
 REVISION DATE:
 REVIEWED BY: JM
 CHECKED BY: JM

TEST HOLE DATA REPORT

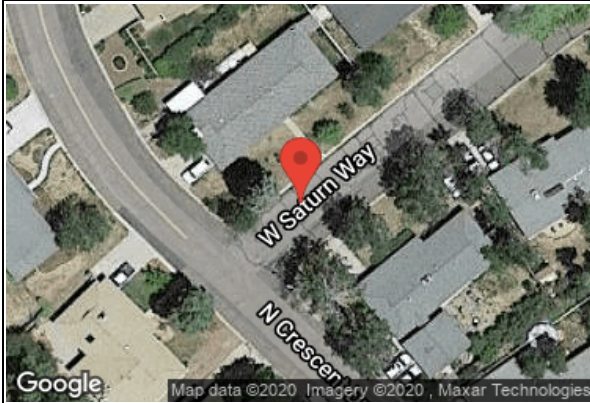
TEST HOLE NO: 4
 TEST HOLE DATE: 5/14/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 -
 COCONINO ESTATES
 PH 2



19621 N. 23rd Drive Suite 150
 Phoenix, Arizona 85027
 TEL: (602) 977-8000
 www.T2ue.com

CLIENT TEST HOLE NO: 4
 SUE CREW/TRUCK NO: JA RF/550550
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION:
 SATURN WAY & CRESCENT DR

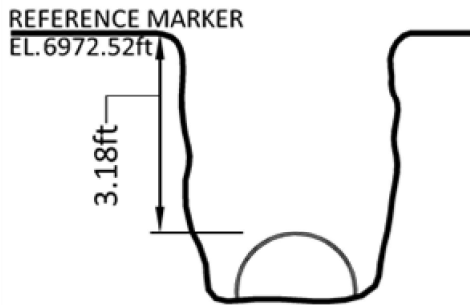
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	WATER SERVICE	NORTHING	60569.39'
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	EASTING	29518.88'
UTILITY DIRECTION	NORTHEAST - SOUTHWEST	ELEVATION	6972.52'
UTILITY WIDTH (FIELD)	4.00"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	NAIL & DISK
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	3.18'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6969.34'	TYPE	ASPHALT
APPARENT BOTTOM OF UTILITY	-	THICKNESS	5.50"

REMARKS:

REVISION NOTES:



REVIEWED DATE: CHECKED DATE: 5/28/2020 REVISION DATE:
 REVIEWED BY: CHECKED BY: JM

TEST HOLE DATA REPORT

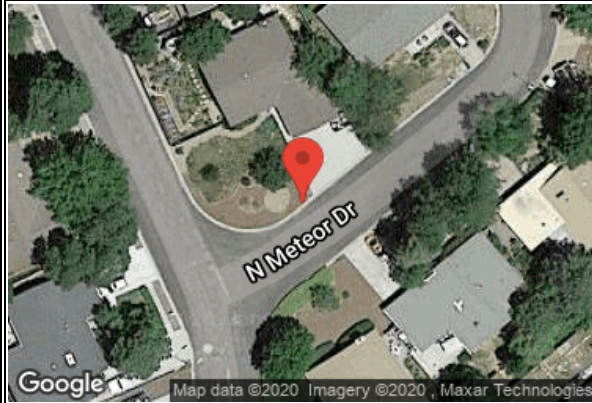
TEST HOLE NO: 5
 TEST HOLE DATE: 5/14/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 -
 COCONINO ESTATES
 PH 2



19621 N. 23rd Drive Suite 150
 Phoenix, Arizona 85027
 TEL: (602) 977-8000
 www.T2ue.com

CLIENT TEST HOLE NO: 5
 SUE CREW/TRUCK NO: DS, AF/550581
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION:
 METEOR DR AND CREASANT DR

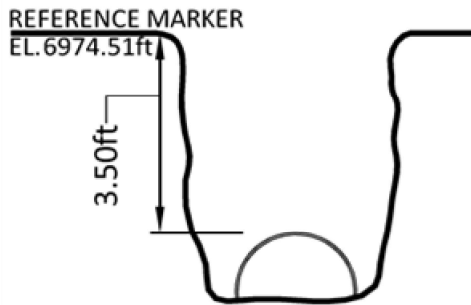
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NORTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	WATERMAIN	NORTHING	60799.62'
UTILITY MATERIAL	PLASTIC (PVC, PE, HDPE)	EASTING	29414.98'
UTILITY DIRECTION	NORTHEAST - SOUTHWEST	ELEVATION	6974.51'
UTILITY WIDTH (FIELD)	8.00"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	ROD & CAP
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	3.50'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6971.01'	TYPE	NATURAL GROUND
APPARENT BOTTOM OF UTILITY	-	THICKNESS	

REMARKS:

REVISION NOTES:



REVIEWED DATE: CHECKED DATE: 5/28/2020 REVISION DATE:
 REVIEWED BY: CHECKED BY: JM

TEST HOLE DATA REPORT

TEST HOLE NO: 6
 TEST HOLE DATE: 5/15/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 6
 SUE CREW/TRUCK NO: DS, AF/550581
 CITY, COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: METEOR DR AND N CRESCENT DR

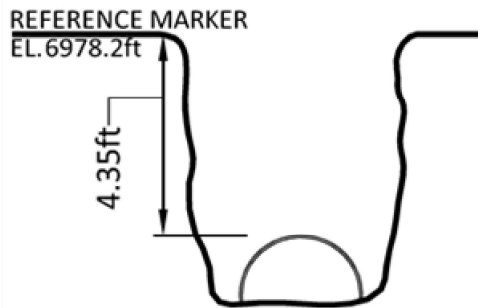
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NORTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: PLASTIC (PVC, PE, HDPE)
 UTILITY DIRECTION: EAST - WEST
 UTILITY WIDTH (FIELD): 8.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 4.35'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6973.85'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 61001.60'
 EASTING: 29323.81'
 ELEVATION: 6978.20'
 LOCATION: CENTER OF UTILITY
 MARKED BY: ROD & CAP
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: NATURAL GROUND
 THICKNESS: -

REMARKS:

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 7
 TEST HOLE DATE: 5/14/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2
 PROJECT: AZ40900100 - COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 7
 SUE CREW/TRUCK NO: DS, AF/540581
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: W VENUS DR AND N CRESCENT DR

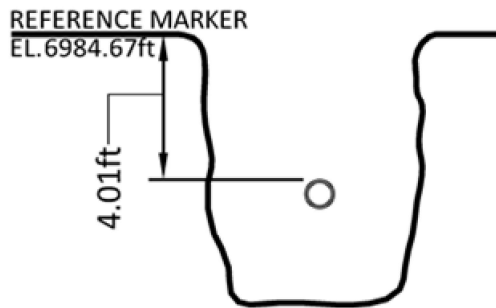
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING EAST



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: PLASTIC (PVC, PE, HDPE)
 UTILITY DIRECTION: EAST - WEST
 UTILITY WIDTH (FIELD): 8.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 4.01'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6980.66'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 61488.19'
 EASTING: 28863.74'
 ELEVATION: 6984.67'
 LOCATION: CENTER OF UTILITY
 MARKED BY: NAIL & DISK
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 5.00"

REMARKS:

DUG ON SURVEY FOUND AND EXPOSED UTILITIES, FOUND A WATER PIPE AND ALONG WITH A GAS LINE. SEE 7A FOR GAS INFORMATION

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 7A
 TEST HOLE DATE: 5/14/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 7A
 SUE CREW/TRUCK NO: DS,AF/550581
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: W VENUS DR AND N CRESCENT DR

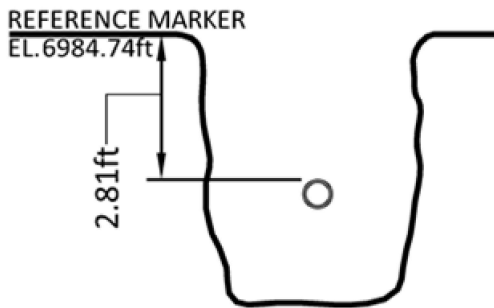
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING EAST



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: GAS SERVICE
 UTILITY MATERIAL: METALLIC (IRON, STEEL, COATED)
 UTILITY DIRECTION: EAST - WEST
 UTILITY WIDTH (FIELD): 2.50"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 2.81'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6981.93'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

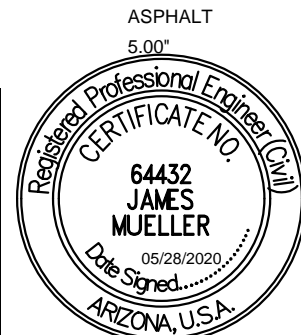
NORTHING: 61489.55'
 EASTING: 28863.34'
 ELEVATION: 6984.74'
 LOCATION: CENTER OF UTILITY
 MARKED BY: NAIL & DISK
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 5.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 8
 TEST HOLE DATE: 5/14/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 8
 SUE CREW/TRUCK NO: DS,AF/550581
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: W VENUS DR AND N CRESCENT DR

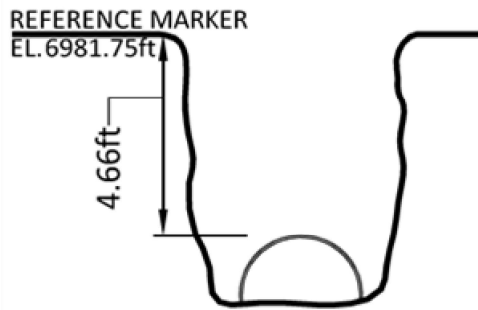
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NORTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: METALLIC (IRON, STEEL, COATED)
 UTILITY DIRECTION: NORTH - SOUTH
 UTILITY WIDTH (FIELD): 9.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 4.66'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6977.09'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 61577.23'
 EASTING: 28880.42'
 ELEVATION: 6981.75'
 LOCATION: CENTER OF UTILITY
 MARKED BY: NAIL & DISK
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 6.00"

REMARKS: EXPOSED WATER PIPE ALONG WITH TRACER WIRE JUST ABOVE IT.

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 9
 TEST HOLE DATE: 5/14/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 9
 SUE CREW/TRUCK NO: JA RF/550550
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: LANTERN LN & TALKINGTON DR

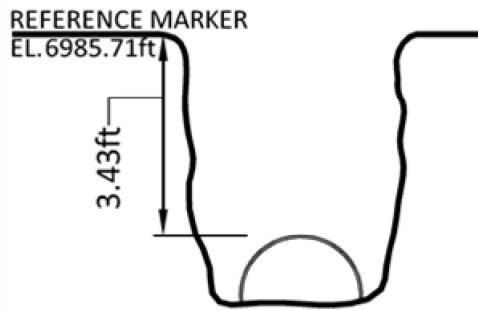
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: ACP
 UTILITY DIRECTION: NORTHEAST - SOUTHWEST
 UTILITY WIDTH (FIELD): 7.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 3.43'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6982.28'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 62062.16'
 EASTING: 29261.40'
 ELEVATION: 6985.71'
 LOCATION: CENTER OF UTILITY
 MARKED BY: NAIL & DISK
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 5.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 10
 TEST HOLE DATE: 5/14/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 10
 SUE CREW/TRUCK NO: JA RF/550550
 CITY, COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: LOUISE AND TALKINGTON

MAP



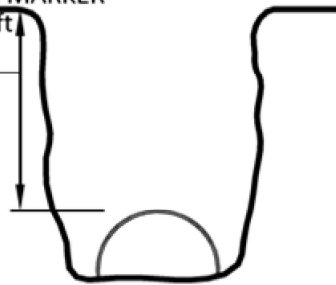
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE

REFERENCE MARKER
 EL. 6986.93ft

3.55ft



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: METALLIC (IRON, STEEL, COATED)
 UTILITY DIRECTION: NE & NW
 UTILITY WIDTH (FIELD): 8.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 3.55'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6983.38'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 62093.73'
 EASTING: 29425.86'
 ELEVATION: 6986.93'
 LOCATION:
 MARKED BY:
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 8.00"

REMARKS:

TOP MEASUREMENT IS TOP OF PIPE GOING TOWARDS NE. 3.43' IS TOP OF CONCRETE. DUG DOWN FOUND LINE AS IT GOES INTO CONCRETE STRUCTURE AT BEND. VERIFIED THAT IT 90'S INTO VALVE TO THE NW AS SHOWN BY B/S.

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

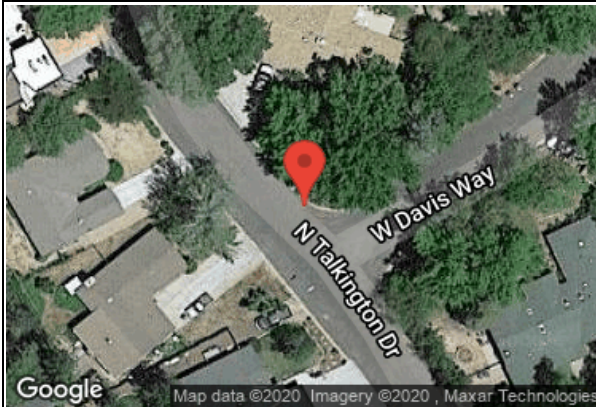
TEST HOLE DATA REPORT

TEST HOLE NO: 11
 TEST HOLE DATE: 5/14/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2
 PROJECT: AZ40900100 - COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 11
 SUE CREW/TRUCK NO: JA RF/550550
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: DAVIS & TALKINGTON DR

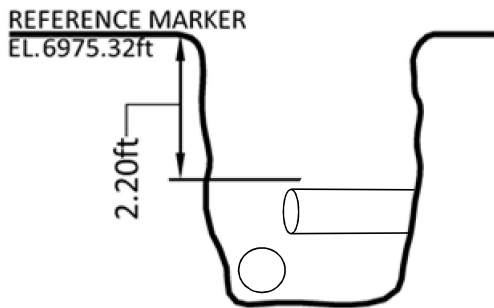
MAP



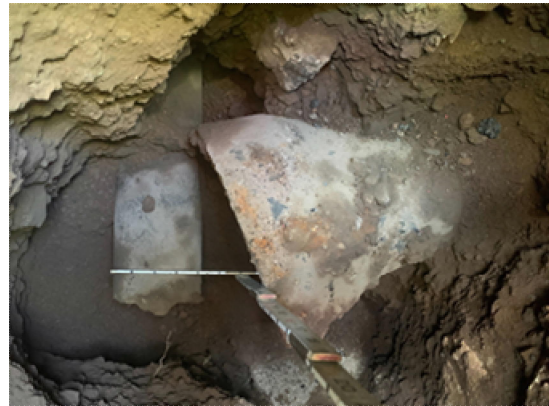
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING SOUTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATER & UNKNOWN
 UTILITY MATERIAL: METALLIC (IRON, STEEL, COATED)
 UTILITY DIRECTION: SE & SW
 UTILITY WIDTH (FIELD): -
 UTILITY WIDTH (RECORD): -
 APPARENT UTILITY OWNER: -

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 2.20'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6973.12'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 61310.25'
 EASTING: 30149.49'
 ELEVATION: 6975.32'
 LOCATION: PIN SET AT END OF BOTH PIPES
 MARKED BY: NAIL & DISK
 STATION: -
 OFFSET: -
 OFFSET FROM: -

SURFACE

TYPE: ASPHALT
 THICKNESS: 5.00"

REMARKS:

DUG DOWN FOUND (2) PIPES DEAD ENDING AT SAME POINT. PIN SET WHERE PIPES END. TOP MEASUREMENT IS TOP OF HIGHEST POINT OF THE 10" UNKNOWN LINE. PIPE REDUCES TO 8". RUNNING TOWARDS SW. DEPTH MEASUREMENT TO TOP OF 4.50" LINE (BROKEN) RUNNING TOWARDS SOUTH EAST, IS 2.66'.

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 12
 TEST HOLE DATE: 5/15/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 12
 SUE CREW/TRUCK NO: JA RF/550550
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: THELMA WAY & TALKINGTON DR

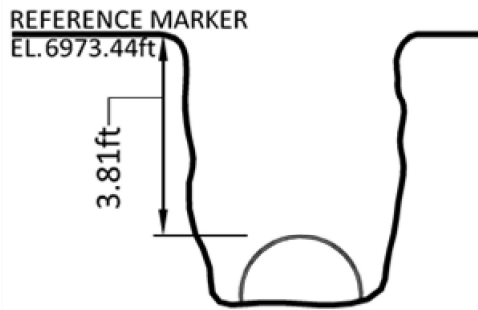
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NORTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: METALLIC (IRON, STEEL, COATED)
 UTILITY DIRECTION: NORTH - SOUTH
 UTILITY WIDTH (FIELD): 8.50"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 3.81'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6969.63'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 61098.92'
 EASTING: 30265.70'
 ELEVATION: 6973.44'
 LOCATION: CENTER OF UTILITY
 MARKED BY: NAIL & DISK
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 5.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 13
 TEST HOLE DATE: 5/15/2020
 PROJECT NO: AZ40900100
 CLIENT: AZ40900100 - COCONINO ESTATES PH 2

T2utility engineers
 19621 N. 23rd Drive Suite 150
 Phoenix, Arizona 85027
 TEL: (602) 977-8000
 www.T2ue.com

CLIENT TEST HOLE NO: 13
 SUE CREW/TRUCK NO: JA RF/550550
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: HAZEL WAY & TALKINGTON DR

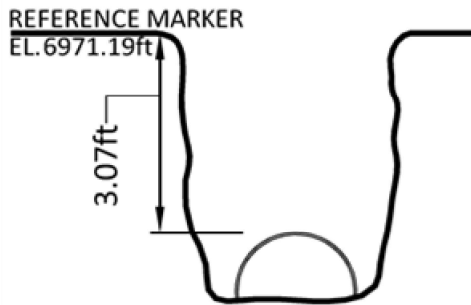
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NW



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	WATERMAIN	NORTHING	60826.01'
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	EASTING	30344.99'
UTILITY DIRECTION	SOUTHEAST - NORTHWEST	ELEVATION	6971.19'
UTILITY WIDTH (FIELD)	8.50"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	NAIL & DISK
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	3.07'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6968.12'	TYPE	ASPHALT
APPARENT BOTTOM OF UTILITY	-	THICKNESS	5.50"

REMARKS:

REVISION NOTES:



REVIEWED DATE: 5/28/2020 CHECKED DATE: 5/28/2020 REVISION DATE:
 REVIEWED BY: JM CHECKED BY: JM

TEST HOLE DATA REPORT

TEST HOLE NO: 14
 TEST HOLE DATE: 5/15/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 - COCONINO ESTATES PH 2



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 www.T2ue.com

CLIENT TEST HOLE NO: 14
 SUE CREW/TRUCK NO: JA RF/550550
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: HAZEL WAY & TALKINGTON DR

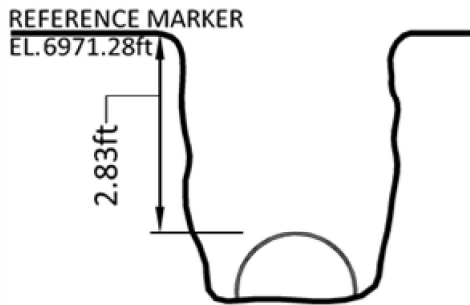
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NW



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	WATERMAIN	NORTHING	60827.01'
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	EASTING	30367.43'
UTILITY DIRECTION	SOUTHEAST - NORTHWEST	ELEVATION	6971.28'
UTILITY WIDTH (FIELD)	12.00"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	2.83'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6968.45'	TYPE	ASPHALT
APPARENT BOTTOM OF UTILITY	-	THICKNESS	5.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE: 5/28/2020 CHECKED DATE: 5/28/2020 REVISION DATE:
 REVIEWED BY: JM CHECKED BY: JM

TEST HOLE DATA REPORT

TEST HOLE NO: 15
 TEST HOLE DATE: 5/15/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 -
 COCONINO ESTATES
 PH 2



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CLIENT TEST HOLE NO: 15
 SUE CREW/TRUCK NO: JA RF/550550
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION:
 ELIZABETH DR & NAVAJO DR

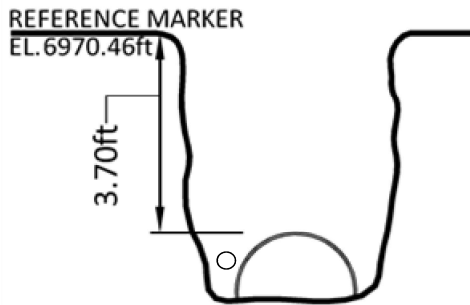
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NW



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	WATERMAIN	NORTHING	60536.09'
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	EASTING	30198.91'
UTILITY DIRECTION	SOUTHEAST - NORTHWEST	ELEVATION	6970.46'
UTILITY WIDTH (FIELD)	10.50"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	NAIL & DISK
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	3.70'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6966.76'	TYPE	ASPHALT
APPARENT BOTTOM OF UTILITY	-	THICKNESS	5.00"

REMARKS:

ADJUSTED HOLE TO THE NORTH OF WATER VALVE. DUG DOWN FOUND PIPE 8.50" METALLIC. ALSO EXPOSED A 3/4" UNKNOWN UTILITY ON THE SW SIDE OF THE WATERLINE.

REVISION NOTES:



REVIEWED DATE: 5/28/2020 CHECKED DATE: 5/28/2020 REVISION DATE:
 REVIEWED BY: JM CHECKED BY: JM

TEST HOLE DATA REPORT

TEST HOLE NO: 16
 TEST HOLE DATE: 5/13/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES PH 2



CLIENT TEST HOLE NO: 16
 SUE CREW/TRUCK NO: DS, AF/550581
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: W ELIZABETH DR AND N TALKINGTON DR

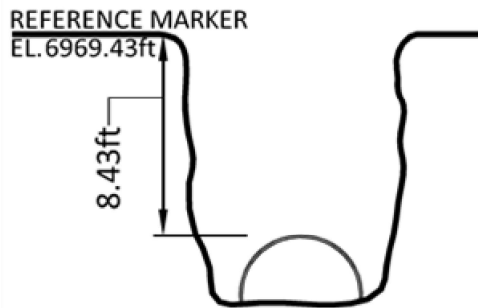
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NW



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: PLASTIC (PVC, PE, HDPE)
 UTILITY DIRECTION: NORTH - SOUTH
 UTILITY WIDTH (FIELD): 9.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 8.43'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6961.00'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 60562.83'
 EASTING: 30392.77'
 ELEVATION: 6969.43'
 LOCATION: CENTER OF UTILITY
 MARKED BY: NAIL & DISK
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 4.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 17
 TEST HOLE DATE: 5/13/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 -
 COCONINO ESTATES PH
 2



CLIENT TEST HOLE NO: 17
 SUE CREW/TRUCK NO: DS, AF/550581
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: W ELIZABETH DR AND N TALKINGTON DR

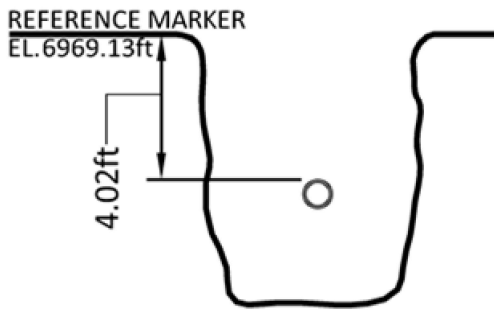
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SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NORTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE UNKNOWN
 UTILITY MATERIAL METALLIC (IRON, STEEL, COATED)
 UTILITY DIRECTION EAST - WEST
 UTILITY WIDTH (FIELD) 3.00"
 UTILITY WIDTH (RECORD)
 APPARENT UTILITY OWNER

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY 4.02'
 BOTTOM OF UTILITY -

ELEVATION OF UTILITY

TOP OF UTILITY 6965.11'
 APPARENT BOTTOM OF UTILITY -

REFERENCE MARKER

NORTHING 60573.52'
 EASTING 30429.89'
 ELEVATION 6969.13'
 LOCATION CENTER OF UTILITY
 MARKED BY NAIL & DISK
 STATION
 OFFSET -
 OFFSET FROM

SURFACE

TYPE ASPHALT
 THICKNESS 5.00"

REMARKS:

DUG ON SURVEY, FOUND AND EXPOSED UTILITY. UTILITY TYPE IS UNKNOWN - POSSIBLE OLD GAS PIPE.

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 18
 TEST HOLE DATE: 5/15/2020
 PROJECT NO: AZ40900100
 CLIENT: _____
 PROJECT: AZ40900100 -
 COCONINO ESTATES
 PH 2



CLIENT TEST HOLE NO: 18
 SUE CREW/TRUCK NO: JA RF/550550
 CITY, COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: TALKINGTON DR & MEADE DR

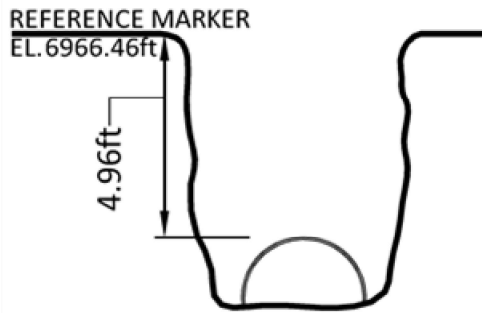
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING EAST



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: SANITARY SEWER
 UTILITY MATERIAL: CLAY
 UTILITY DIRECTION: EAST - WEST
 UTILITY WIDTH (FIELD): 8.50"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 4.96'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6961.50'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 60252.64'
 EASTING: 30522.35'
 ELEVATION: 6966.46'
 LOCATION:
 MARKED BY:
 STATION:
 OFFSET:
 OFFSET FROM: -

SURFACE

TYPE: ASPHALT
 THICKNESS: 5.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE:

CHECKED DATE:

5/28/2020

REVISION DATE:

REVIEWED BY:

CHECKED BY:

JM

TEST HOLE DATA REPORT

TEST HOLE NO: 19
 TEST HOLE DATE: 5/13/2020
 PROJECT NO: AZ40900100
 CLIENT: COCONINO ESTATES
 PROJECT: PH 2

T2utility engineers
 19621 N. 23rd Drive Suite 150
 Phoenix, Arizona 85027
 TEL: (602) 977-8000
 www.T2ue.com

CLIENT TEST HOLE NO: 19
 SUE CREW/TRUCK NO: JA RF/550550
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: ON CRESCENT DR SOUTH OF VENUS DR

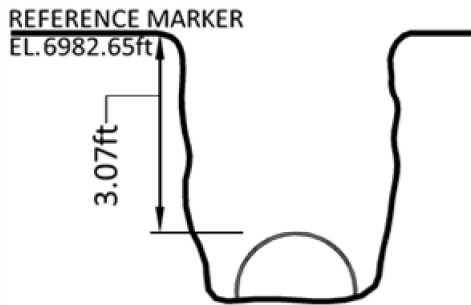
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	GAS MAIN/PIPELINE	NORTHING	61332.28'
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	EASTING	29061.58'
UTILITY DIRECTION	NORTHEAST - SOUTHWEST	ELEVATION	6982.65'
UTILITY WIDTH (FIELD)	1.50"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	NAIL & DISK
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	3.07'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6979.58'	TYPE	ASPHALT
APPARENT BOTTOM OF UTILITY	-	THICKNESS	4.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE: 5/28/2020
 CHECKED DATE: 5/28/2020
 REVISION DATE:
 REVIEWED BY: JM
 CHECKED BY: JM

TEST HOLE DATA REPORT

TEST HOLE NO: 20
 TEST HOLE DATE: 5/15/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 -
 COCONINO ESTATES
 PH 2

**T2utility
engineers**
 19621 N. 23rd Drive Suite 150
 Phoenix, Arizona 85027
 TEL: (602) 977-8000
 www.T2ue.com

CLIENT TEST HOLE NO: 20
 SUE CREW/TRUCK NO: DS,AF/550581
 CITY/COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION:
 W VENUS AND N CRESCENT

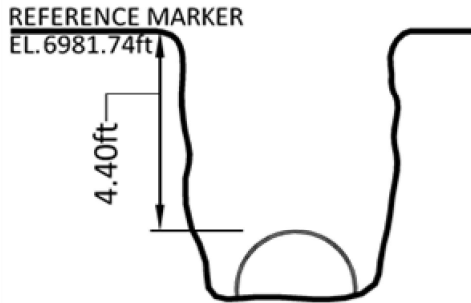
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NORTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	WATERMAIN	NORTHING	61726.39'
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	EASTING	28880.36'
UTILITY DIRECTION	NORTHEAST - SOUTHWEST	ELEVATION	6981.74'
UTILITY WIDTH (FIELD)	10.00"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	NAIL & DISK
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	4.40'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6977.34'	TYPE	ASPHALT
APPARENT BOTTOM OF UTILITY	-	THICKNESS	5.00"

REMARKS:
 EXPOSED WATERLINE ALONG WITH TRACER WIRE AT PIPE ELBOW. UNABLE TO EXPOSE ENTIRE PIPE DUE TO CONCRETE AROUND PIPE.

REVISION NOTES:



REVIEWED DATE: 5/28/2020 CHECKED DATE: 5/28/2020 REVISION DATE:
 REVIEWED BY: JM CHECKED BY: JM

TEST HOLE DATA REPORT

TEST HOLE NO: 21
 TEST HOLE DATE: 5/13/2020
 PROJECT NO: AZ40900100
 CLIENT:
 PROJECT: AZ40900100 -
 COCONINO ESTATES
 PH 2



19621 N. 23rd Drive Suite 150
 Phoenix, Arizona 85027
 TEL: (602) 977-8000
 www.T2ue.com

CLIENT TEST HOLE NO: 21
 SUE CREW/TRUCK NO: DS,AF/550581
 CITY,COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION:
 W ELIZABETH DR AND N TALKINGTON DR

MAP



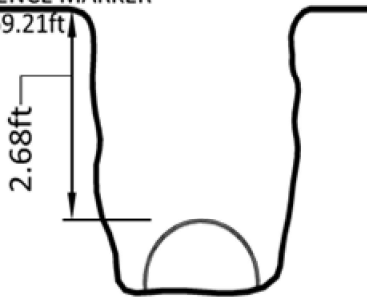
CROSS SECTION - NOT TO SCALE

SITE PHOTO - FACING NORTH



TEST HOLE - UTILITY - FACING NORTH

REFERENCE MARKER
 EL. 6969.21ft



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION

UTILITY TYPE: WATERMAIN
 UTILITY MATERIAL: CONCRETE
 UTILITY DIRECTION: NORTH - SOUTH
 UTILITY WIDTH (FIELD): 14.00"
 UTILITY WIDTH (RECORD):
 APPARENT UTILITY OWNER:

DEPTH FROM REFERENCE MARKER

TOP OF UTILITY: 2.68'
 BOTTOM OF UTILITY: -

ELEVATION OF UTILITY

TOP OF UTILITY: 6966.53'
 APPARENT BOTTOM OF UTILITY: -

REFERENCE MARKER

NORTHING: 60534.51'
 EASTING: 30443.25'
 ELEVATION: 6969.21'
 LOCATION: CENTER OF UTILITY
 MARKED BY: NAIL & DISK
 STATION:
 OFFSET: -
 OFFSET FROM:

SURFACE

TYPE: ASPHALT
 THICKNESS: 4.00"

REMARKS:

REVISION NOTES:



REVIEWED DATE: 5/28/2020
 CHECKED DATE: 5/28/2020
 REVIEWED BY: JM
 CHECKED BY: JM

REVISION DATE:

TEST HOLE DATA REPORT

TEST HOLE NO: 22
 TEST HOLE DATE: 8/4/2020
 PROJECT NO: AZ40900100
 CLIENT: WLB GROUP
 PROJECT: AZ40900100 - COCONINO ESTATES PH 2



19621 N. 23rd Drive Suite 150
 Phoenix, Arizona 85027
 TEL: (602) 977-8000
 www.T2ue.com

CLIENT TEST HOLE NO: 22
 SUE CREW/TRUCK NO: JA JB/550606
 CITY, COUNTY: FLAGSTAFF/COCONINO
 LOCATION/INTERSECTION: MEADE LN & CRESCENT DR

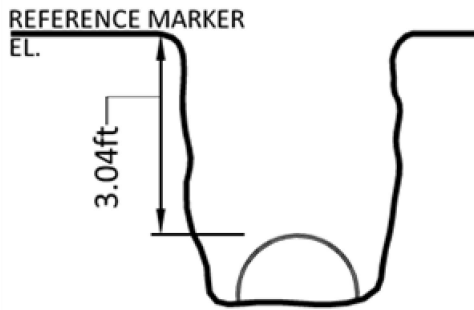
MAP



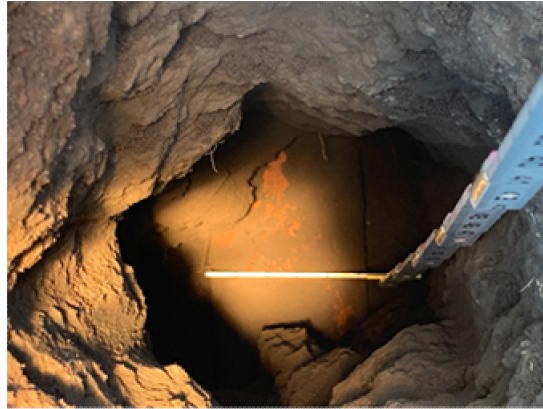
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING EAST



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		REFERENCE MARKER	
UTILITY TYPE	SANITARY SEWER	NORTHING	60310.40
UTILITY MATERIAL	CLAY	EASTING	29720.60
UTILITY DIRECTION	EAST - WEST	ELEVATION	6969.37
UTILITY WIDTH (FIELD)	5.50"	LOCATION	CENTER OF UTILITY
UTILITY WIDTH (RECORD)		MARKED BY	NAIL & DISK
APPARENT UTILITY OWNER		STATION	
DEPTH FROM REFERENCE MARKER		OFFSET	-
TOP OF UTILITY	3.04'	OFFSET FROM	
BOTTOM OF UTILITY	-		
ELEVATION OF UTILITY		SURFACE	
TOP OF UTILITY	6966.33	TYPE	ASPHALT
APPARENT BOTTOM OF UTILITY	-	THICKNESS	5.00"

REMARKS:

SNAKED LINE FROM MANHOLE TO THE EAST UNTIL REFUSAL AND OBTAINED AN APPROXIMATE ALIGNMENT WITH ANGLE POINT AND THE INACCESSIBLE SEWER CLEANOUT OF 1910. EXCAVATED HOLE 5.5' DEEP BY 6' LONG AND ENCOUNTERED SEWER CLEAN OUT AT THE NORTH END OF THE HOLE. EXCAVATED A SECOND HOLE DIRECTLY OVER PIPE IN ORDER TO OBTAIN ACCURATE DEPTH MEASUREMENT.



REVIEWED DATE: CHECKED DATE: 8/7/2020 REVISION DATE:
 REVIEWED BY: CHECKED BY: JM



**CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)**

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.

The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

- (A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;
- (B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;
- (C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;
- (D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG Standard Details for Public Works Construction, Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:

(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:

(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts.

Proposals shall be considered irregular for the following additional reasons:

- (A) If the Proposal contains unit prices that are obviously unbalanced.
- (B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:

(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:

(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:

(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY: (revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

reclaimed water shall apply. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:

When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:

Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:

The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:

The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence: 1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES: (revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

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

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:

(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)

(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (ASHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. <http://www.azdeq.gov/enviro/air/asbestos/>

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

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

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

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

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

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

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

Definition of a crew;

- personnel (*e.g. operator, laborer*)
- equipment (*e.g. Cat 325 Excavator, 950 Loader*)
- workdays anticipated or scheduled per week (*e.g. Monday through Friday*)
- work hours anticipated or scheduled per day (*e.g. 7:00 am to 3:30 pm*)

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ \$ 43.00/hour
Inspector II @ \$ 35.00/hour
Inspector I @ \$30.00/hour
Lab Tech I @ \$ 25.00/hour
Vehicle @ \$1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

<i>MONTH</i>	<i>JANUARY</i>	<i>FEBRUARY</i>	<i>MARCH</i>	<i>APRIL</i>	<i>MAY</i>	<i>JUNE</i>
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98"	1.96"	2.05"	1.34"	0.68"	0.51"
<i>MONTH</i>	<i>JULY</i>	<i>AUGUST</i>	<i>SEPTEMBER</i>	<i>OCTOBER</i>	<i>NOVEMBER</i>	<i>DECEMBER</i>
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78"	2.68"	1.82"	1.52"	1.49"	1.90"

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.

The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS: (revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES: (revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

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

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:

(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:

(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING (revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (<http://az.gov/webapp/noi/main.do>) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	<i>(Lolium multiflorum)</i>	30 lbs/acre
Oats	<i>(Avena sativa)</i>	60 lbs/acre
Regreen©	<i>(Triticum aestivum x Elytrigia elongata)</i>	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING (add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.*)

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:

(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation

Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥ 195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing:

(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS

(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1

GENERAL:

(revise to include the following)

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

End of Document



CITY OF FLAGSTAFF

CONTRACT SUPPLEMENTARY JUSTIFICATION

[X] CONTRACT ALLOWANCE
[X] ADMINISTRATIVE CHANGE ORDER

PROJECT NO. ST3371 PROJECT NAME: Coconino Estates Improvements Phase II
 FILE NO. 03-19015 Project Manager: Eli Reisner
 CONTRACTOR/CONSULTANT: Standard Construction Company, Inc.

PROJECT DESCRIPTION:

A utility and roadway improvements Project in the Coconino Estates Neighborhood funded by the Road Repair and Street Safety, the Aging Water Infrastructure Replacement, and the Aging Sewer Infrastructure Replacement Programs.

JUSTIFICATION FOR USE AND AMOUNT:

Contract Allowance (CA) Justification and Amount:

A \$301,122.75 CA is recommended to compensate Standard Construction Company for costs associated with potential unforeseen items of work where details could not be determined at the time of contracting such as:

- Owner directed increases to Project scope for items not identified at the time of design or contracting.

Per the COF Procurement Code Manual, the \$301,122.75 CA is 5% of the \$6,022,455.00 Engineer's Estimate. The \$301,122.75 CA combined with the \$6,839,565.43 low bid equals the total Contract Amount of \$7,140,688.18.

Administrative Change Order (ACO) Justification and Amount:

A \$683,956.54 ACO is recommended to compensate Standard Construction Company for associated costs such as:

- Unforeseen trench rock excavation, unsuitable soil, subgrade stabilization, and utility conflicts.
- Increase in the Project scope due to additional funding becoming available or oversight during Project scoping.

The \$683,956.54 ACO is 10% of the low bid amount of \$6,839,565.43, which is the Contract Amount of \$7,140,688.18 minus the \$301,122.75 CA.

Both the CA and ACO amounts are at the top end of the percentage range allowed per the Procurement Code Manual for Design/Bid/Build contracts due to existing neighborhood infrastructure projects having a higher risk for unforeseen items, including items arising from residents' concerns unknown during the Project development.

COST/BUDGET/FUNDING SOURCE ANALYSIS:

Contract Allowance and Administrative Change Order Justification and Amount:

Both the CA and ACO are recommended to be included in the Contract Amount and approved, respectively, and can be funded by the Road Repair and Street Safety Program (RR&SS) - Coconino Estates total appropriations of \$12,950,191 for FY21 and FY 22 in Account (046-05-116-3371-6), the Aging Water Infrastructure Replacement Program (AWIR) total appropriations of \$3,400,000 for FY22 and FY 23 in Account (202-08-370-3157-0), and the Aging Sewer Infrastructure Replacement Program (ASIR) total appropriations of \$900,000 for FY22 in Account (203-08-375-3220-0).

APPROVAL:	Signature	Date:
Project Manager	<u>Eli R. Reisner</u>	<u>5/3/2021</u>
	n/a	
Program Manager		<u>Approval Recommended</u>
		<u>5/3/2021</u>
Section Head		<u>Approval Recommended</u>
	for RAB	<u>5/3/2021</u>
Division Head		<u>Approval Recommended</u>

Definitions

Contract Allowance

Contract allowances of up to 5%, 7.5% or 10% may be added to all design/bid/build design and construction contracts. The allowance is based on the engineer's estimate OR the lowest responsible bid (whichever is lowest), and will be included in the recommendation of award by City Council.

Contract Amount

Over \$1,000,000 in value
\$250,000 - \$1,000,000
Below \$250,000

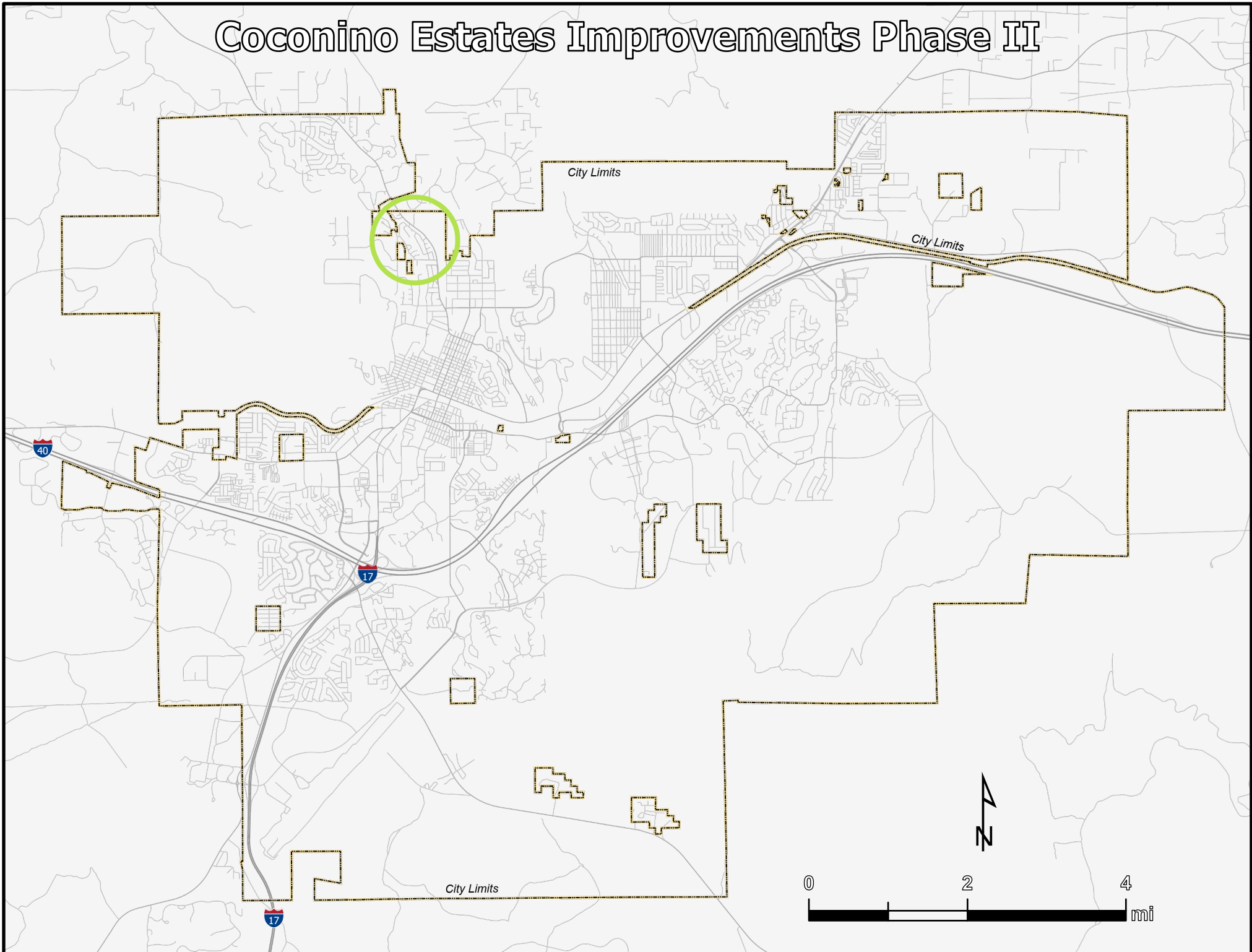
Contract Allowance

allowance of up to 5%
allowance of up to 7.5%
allowance of up to 10%

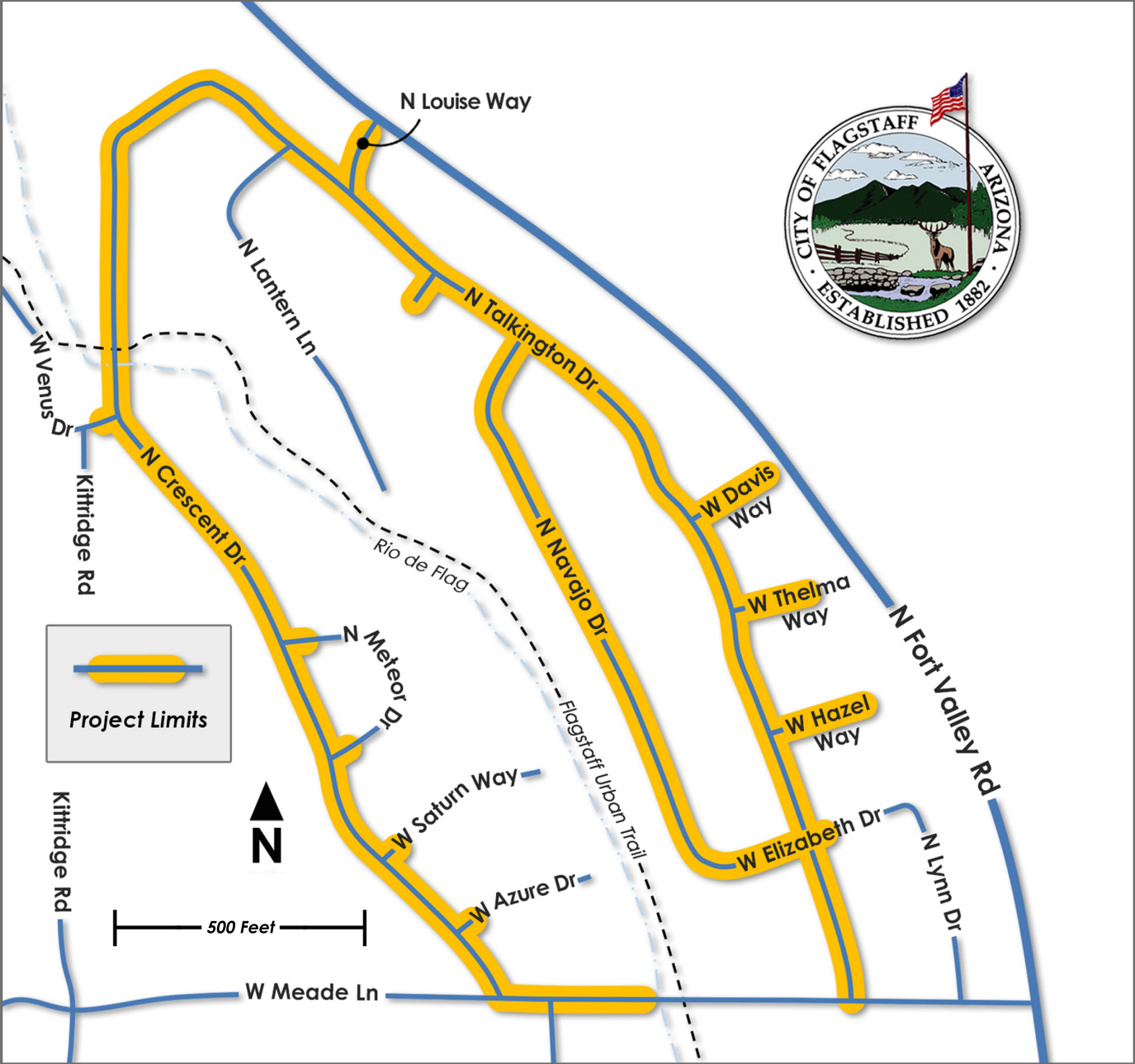
Administrative Change Order

Up to ten percent (10%) Administrative Change Order (ACO) amount may be included in all design/bid/build design and construction contracts only to be considered by the City Council.

Coconino Estates Improvements Phase II



Coconino Estates Improvements Phase II Vicinity Map



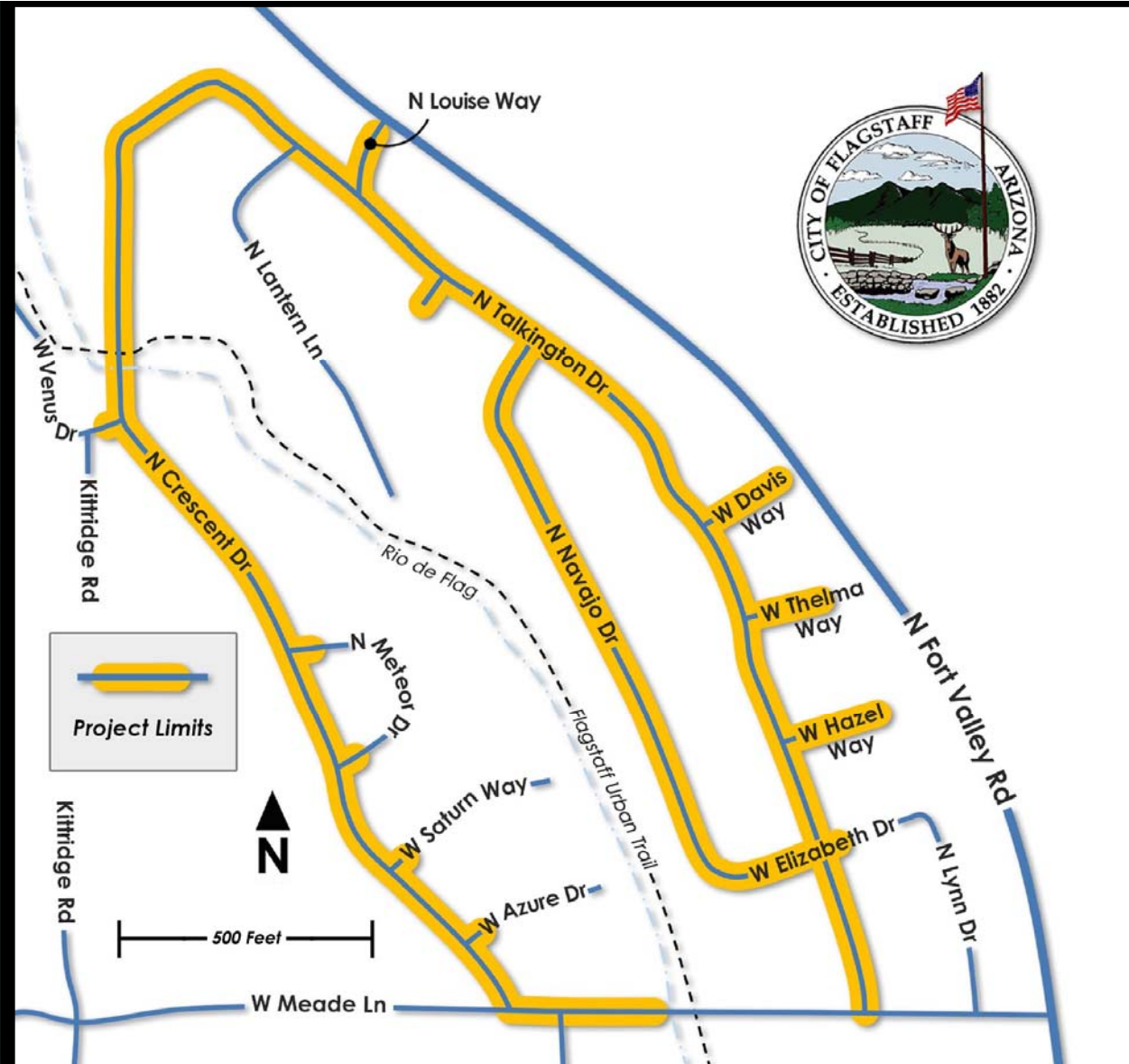
Consideration and Approval of a Construction Contract

Standard Construction Company
Coconino Estates Improvements Phase II



Coconino Estates Improvements Phase II

- Utility and Roadway Improvements Project
- Replacing Existing Infrastructure
 - Water
 - Sewer
 - Asphalt Roadway
 - Curb and gutter
 - Select sidewalk

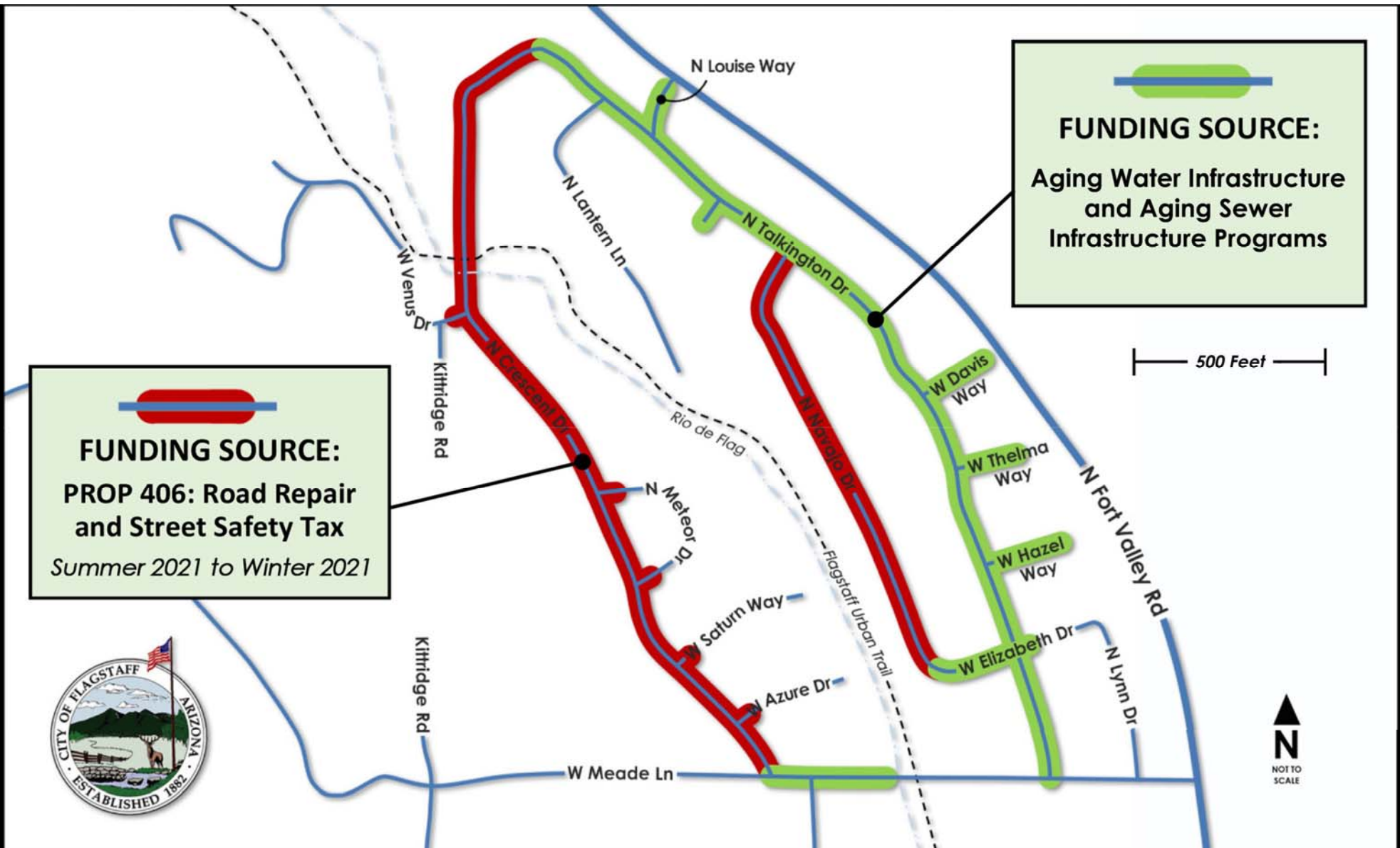



FUNDING SOURCE:
**PROP 406: Road Repair
and Street Safety Tax**
Summer 2021 to Winter 2021



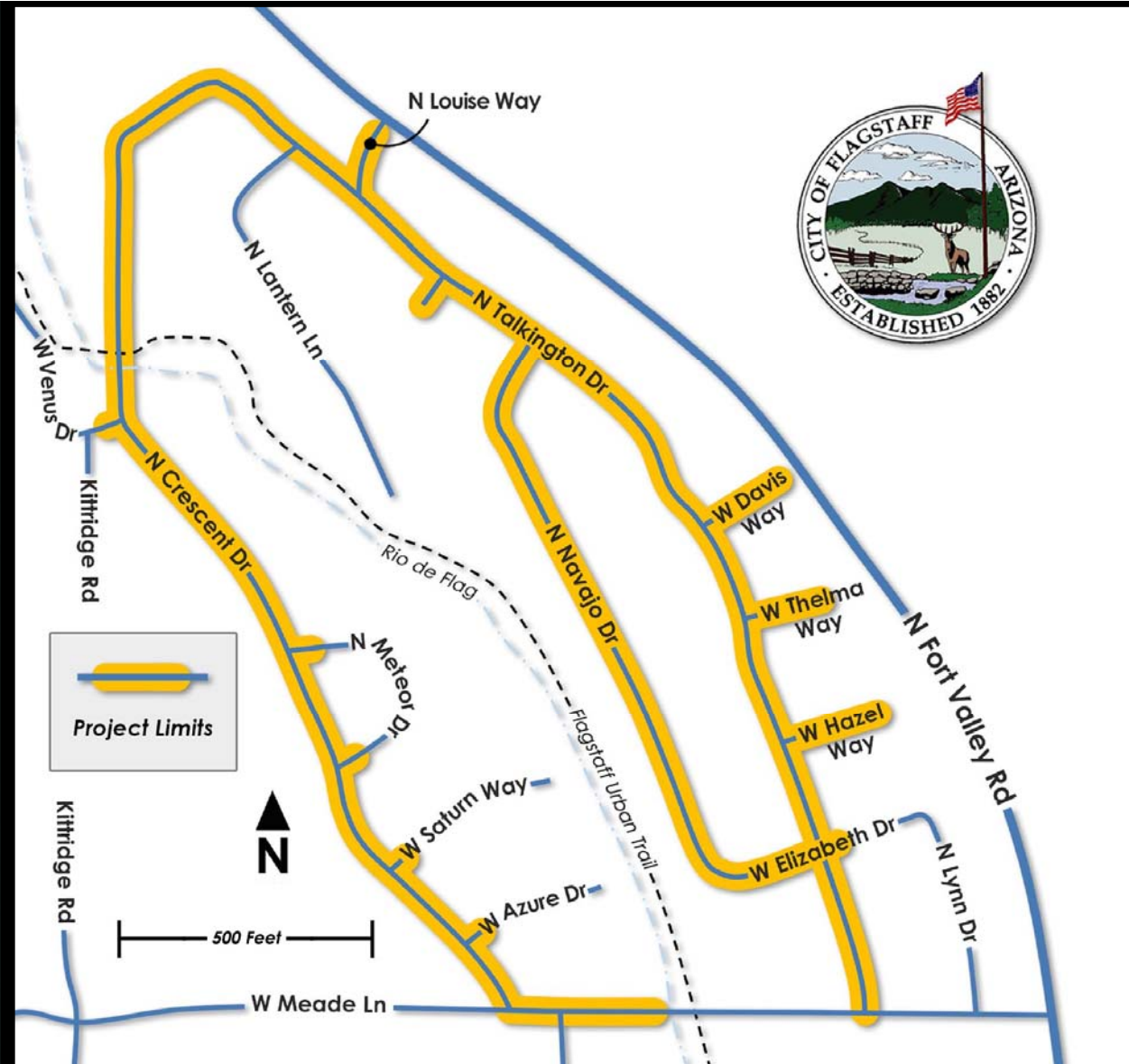

FUNDING SOURCE:
**Aging Water Infrastructure
and Aging Sewer
Infrastructure Programs**

500 Feet



Coconino Estates Improvements Phase II

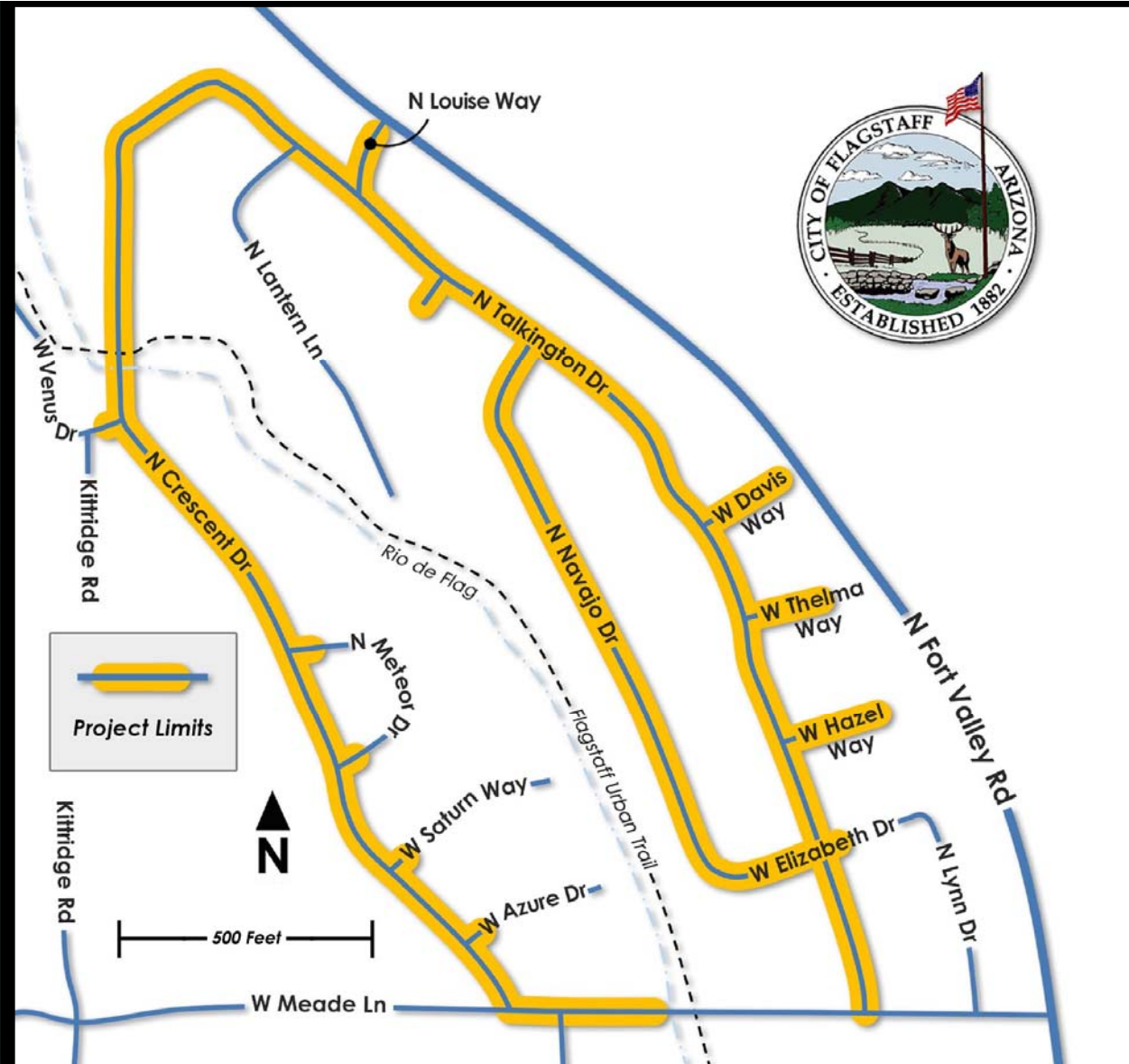
- Informing the Public
- Professional Public Relations Firm - Beta PR
 - Project Website
 - Construction Notices
 - Project Hotline
 - Emailed Weekly Updates



Coconino Estates Improvements Phase II

END OF
PRESENTATION

QUESTIONS?



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Martin Ince, Multi-Modal Planner
Co-Submitter: Stacey Brechler-Knaggs
Date: 05/12/2021
Meeting Date: 05/18/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-25: A resolution of the Flagstaff City Council, approving a Data Access/Exchange Agreement between the Arizona Department of Transportation and the City of Flagstaff for access to crash data through the Arizona Crash Information System (ACIS).

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-25 by title only
- 2) City Clerk reads Resolution No. 2021-25 by title only (if approved above)
- 3) Adopt Resolution No. 2021-25

Executive Summary:

The proposed data access/exchange agreement between the City and the Arizona Department of Transportation (ADOT) will give the City continued access to vehicle crash data through the Arizona Crash Information System (ACIS).

Financial Impact:

There is no cost to the City for access to the Arizona Crash Information System.

Policy Impact:

The City uses crash data, which includes motor vehicle, pedestrian, and bicycle crashes, in a variety of ways to help make our streets safer for all users.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

- Foster a safe, secure, and healthy community

Sustainable, Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system
- Identify smart traffic management, multi-modal transportation, and alternative energy opportunities

Regional Plan

Attachments: Res. 2021-25
Data Access/Exchange Agreement

RESOLUTION NO. 2021-25

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL DATA ACCESS/EXCHANGE AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR CRASH DATA FROM THE ARIZONA CRASH INFORMATION SYSTEM (ACIS)

RECITALS:

WHEREAS, the Arizona Department of Transportation (ADOT) collects and compiles a comprehensive database of motor vehicle crashes and makes it available to local agencies through the Arizona Crash Information System (ACIS); and

WHEREAS, the City has obtained this data from ADOT for motor vehicle, pedestrian, and bicyclist crashes in our region for a number of years; and

WHEREAS, the City analyzes and uses this crash data for a variety of purposes in making our streets safer for all users; and

WHEREAS, the City wishes to continue its access to the crash data on ACIS; and

WHEREAS, this Agreement is made under the authority of Arizona Revised Statutes Section 11-952.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the City Manager to execute the Intergovernmental Data Access/Exchange Agreement between the Arizona Department of Transportation and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of May, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Data Access/Exchange Agreement

DATA ACCESS / EXCHANGE AGREEMENT**ADOT File No:** 20-0008030-I

Date:

Name of Department: City of Flagstaff

Doing Business As: Same as above

Business Address: 211 West Aspen
Flagstaff, AZ 86001

Mailing Address: Same as above

Telephone Number: 928.213.2000

CITY OF FLAGSTAFF (AGENCY) hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT) (check all that apply):

- ☒ ALISS Database to submit electronic crash records.
- ☐ ALISS Database to access and retrieve crash data.
- ☒ ACIS to query, analyze and retrieve crash data.

CITY OF FLAGSTAFF (AGENCY) is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952.

The AGENCY (as defined below) hereby requests authorization for connectivity to the ALISS Database and/or AIDW ACIS of the Arizona Department of Transportation, Transportation Systems Management and Operations (TSMO) Division. The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the ALISS Database and/or the AIDW ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

Definitions

"ACIS" means the Arizona Crash Information System.

"ADOT" means the Arizona Department of Transportation.

“AGENCY” means CITY OF FLAGSTAFF.

“Agreement” means this Data Access Exchange Agreement.

“ALISS” means the Accident Location, Identification and Surveillance System.

“Authorized individuals” means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

“Connectivity” means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this agreement.

“Encrypt” means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

“Parties” means ADOT and the AGENCY, collectively.

“Party” means ADOT or the AGENCY, as the case may be.

“Personal Information” means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

“RACF” means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

“Secure location” means an area designated specifically for authorized individuals to access ADOT’s database(s) and to which all unauthorized individuals shall be prohibited from entering.

“Sensitive Information” means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's ALISS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or

demands upon either party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
Email: AZCrashFacts@azdot.gov

To AGENCY at:

City of Flagstaff
ATTN: Stacey Brechler-Knaggs,
Grants & Contracts Manager
211 W. Aspen
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to

TSMO all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

This Agreement is subject to cancellation 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 of 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. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall commence upon approval by the Division Director and execution by both parties, and shall thereafter continue in effect for a term of five years, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the parties may mutually agree to extend the term of the Agreement for another five (or fewer) years by entering into an Amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the AGENCY, its employees, officers, directors, agents, or representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The AGENCY's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

The Arizona Department of Transportation (a) makes no warranty, express or implied, with respect to information provided under this agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of the Data Access Exchange Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and the Arizona Department of Transportation from any claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

Certification

On behalf of AGENCY identified below, I hereby request approval of this Agreement. I certify that all of the information set forth herein by AGENCY is true and accurate, and that any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. I further certify that I have the authority to execute this Agreement on behalf of AGENCY. I understand that AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both parties.

Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOT or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to ADOT or any other agency of the State of Arizona in the event this provision is exercised, and neither ADOT nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

AGENCY shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the American with Disabilities Act. AGENCY shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Compliance requirement for A.R.S. 41-4401 – immigration laws and E-Verify requirement.

- The AGENCY warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the AGENCY may be subject to penalties up to and including termination of the Agreement.
- ADOT retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the AGENCY or subcontractor is complying with the above-mentioned warranty.

Joint Venturer – Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

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

This Agreement shall be construed in accordance to the laws of the State of Arizona.

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

The parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

CITY OF FLAGSTAFF

By _____ on _____
GREG CLIFTON Date
 City Manager

ATTEST:

By _____ on _____
STERLING SOLOMAN Date
 City Attorney

By _____ on _____
STACY SALZBURG Date
 City Clerk

FOR ADOT USE ONLY

Received by _____ on _____
TIMOTHY JORDAN Date
 AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by the **CITY OF FLAGSTAFF** pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION
 Transportation Systems Management and Operations

By _____ on _____
BRENT A. CAIN, PE Date
 Division Director

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the **CITY OF FLAGSTAFF** (AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

- I. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ALISS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.
- II. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ALISS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this agreement.
- III. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

CITY OF FLAGSTAFF**ARIZONA DEPARTMENT OF TRANSPORTATION**

Transportation Systems Management and Operations

By _____ on _____
GREG CLIFTON Date
 City Manager

By _____ on _____
BRENT A. CAIN, PE Date
 Division Director

ATTEST:

By _____ on _____
STERLING SOLOMAN Date
 City Attorney

By _____ on _____
STACY SALZBURG Date
 City Clerk

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Katie Brandis, Dispatch Supervisor
Co-Submitter: Stacey Brechler-Knaggs
Date: 05/12/2021
Meeting Date: 05/18/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-22: A resolution approving an Intergovernmental Agreement between the City of Flagstaff and the Summit Fire and Medical District for dispatch services.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-22 by title only
- 2) City Clerk reads Resolution No. 2021-22 by title only (if approved above)
- 3) Adopt Resolution No. 2021-22

Executive Summary:

The City of Flagstaff, acting through the Flagstaff Police Department desires to continue to provide dispatching services to Summit Fire and Medical District. This provides for a five-year agreement during which dispatch services will be provided to the Summit Fire and Medical District.

Financial Impact:

This agreement will allow the Police Department 9-1-1 Communications Center to continue to provide the same dispatch services to the Summit Fire and Medical District as it did in the past. Summit Fire and Medical District will be billed according to the total budgetary cost of operating the 9-1-1 Communications Center. This is calculated at a cost per call rate and billed as such. These funds will be utilized to offset the cost to operate the 9-1-1 Communications Center. This agreement represents revenue of approximately \$45,000 annually.

Policy Impact:

None

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Serve the public providing high quality internal and external customer service.

High Performing Governance: Encourage public trust through transparency, accessibility and use of the City's public participation policy.

Team Flagstaff Strategic Plan: Provide exceptional service.

Council Goals:

- 3) Provide sustainable and equitable public facilities, services, infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
- 8) Improve effectiveness of notification, communication and engagement with residents, neighborhoods and businesses and about City services, programs, policies projects and developments.
- 11) Ensure that we are as prepared as possible for extreme weather events.

Has There Been Previous Council Decision on This:

Yes. The last IGA between the City of Flagstaff and Summit Fire and Medical District was approved in 2015 for a period of five (5) years.

Options and Alternatives:

Approve or disapprove the Intergovernmental Agreement for the Flagstaff 9-1-1 Communications Center to continue to provide dispatch services to Summit Fire and Medical District.

Background/History:

In 1991 the Flagstaff Police Department entered into an agreement with Summit Fire and Medical District for dispatch services. In 2012, Summit Fire District terminated the agreement due to budgetary issues. Summit Fire District entered into another agreement with the Flagstaff Police Department in 2015 for dispatch services.

Key Considerations:

By approving this Intergovernmental Agreement, the Flagstaff 9-1-1 Communications Center can provide dispatch service to Summit Fire and Medical District.

Expanded Financial Considerations:

Summit Fire and Medical District will be invoiced quarterly for the dispatch services based on the number of calls at the calculated cost per call.

Community Benefits and Considerations:

The Flagstaff 9-1-1 Communications Center provides law enforcement and fire dispatch services from a single point of contact which enables the most comprehensive responses to our citizens and users. There is a distinct advantage to providing dispatching services to public safety agencies surrounding the City of Flagstaff. This fosters consistency and enhances communications when first responders work together in the field to address an emergency.

Community Involvement:

The Summit Fire and Medical District Board has approved the agreement.

Expanded Options and Alternatives:

Approve or disapprove the Intergovernmental Agreement for the Flagstaff 9-1-1 Communications Center to provide dispatch services to Summit Fire and Medical District.

Attachments: Res. 2021-22
 IGA Summit Fire and Medical for Dispatch Services

RESOLUTION NO. 2021-22

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUMMIT FIRE AND MEDICAL DISTRICT AND THE CITY OF FLAGSTAFF FOR DISPATCH SERVICES

RECITALS:

WHEREAS, the Summit Fire and Medical District is empowered by Arizona Revised Statutes § 48-261 and the City is empowered by Arizona Revised Statutes §§ 11-952 to enter into the Intergovernmental Agreement for Dispatch Services; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Intergovernmental Agreement for Dispatch Services attached thereto and finds that it is in the best interests of the City to enter into the Agreement.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Summit Fire and Medical District and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective May 18, 2021 ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of May 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

**INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH SERVICES**

**between
City of Flagstaff
and
Summit Fire District**

This Intergovernmental Agreement for Dispatch Services ("Agreement") is entered into this ____ day of _____, _____ between the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department ("FPD") and the Summit Fire District (the "District"), a political subdivision of the State of Arizona, created pursuant to A.R.S. § 48-261, with offices at 8905 North Koch Field Road, Doney Park, Arizona.

RECITALS

A. The City, through the FPD, operates, manages and maintains a dispatching facility, which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law, Enforcement Administrative Facility. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.

B. The District, desires that the City, through the FPD, provide emergency dispatching for all calls for service occurring within the response area of the Summit Fire District. The City agrees to provide such services to the District, in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term

This Agreement shall become effective on July 1, 2020, at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue until June 30, 2025 at 2359 hours.

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to the District, twenty-four (24) hours a day, seven (7) days a week as follows:

- 2.1. The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the District include: location of events utilizing cross streets; addresses and varied map coordinates as may be available; maintenance of

status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene and other fire service benchmark times as available, as the radio communications system build out provides.

- 2.2. The FPD will provide summary listings to the District of call data by month, quarter or year-to-date as generated by the CAD system, with every invoice submitted for payment to the District. In addition, FPD will provide an incident summary to the District at the end of each call by fax or email.
- 2.3. The FPD will record all District radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to the District in a timely manner on standard compact disc.
- 2.4. The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.
- 2.5. All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

3. Summit Fire and Medical District Obligations

- 3.1. The District agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, the District, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.
- 3.2. The District agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of fire dispatching for the District, if agreed upon by the Communications Users Group, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for the District.
- 3.3. The District agrees to pay the City fees for services in quarterly payments within thirty (30) days following invoicing at the end of each quarter. Fee and costs associated with the City's provision of dispatch services to the district will be based upon the District's dispatched calls for service as a percentage of the dispatch center's total calls for service plus a calculation for capital replacement and indirect costs, but in no event shall the District's per call cost under this Agreement ever exceed the amount of \$60.00 per call for the duration of this Agreement. That percentage will be used to calculate fees based upon the total cost to the

City for operating the dispatch center. Fees will be based upon the prior fiscal year budget and actual calls for service for the period being billed.

3.3.1. A call for service shall be defined as any call where a field unit is sent to a location of an incident or to assist a citizen, or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

3.4. The District agrees to pay their cost of the proprietary Net Motion License for the CAD system at a cost per license for the number of licenses used by the District. The cost per license will be calculated by the City based upon the charges received from Net Motion. The cost per license is not to exceed \$55.00 per license for the duration of this agreement. The District may choose to relinquish licenses at the end of each fiscal year to limit their costs.

4. Termination

4.1. Either party may terminate this Agreement at any time by providing ninety-days' written notice to the other.

4.2. In the event of termination of this Agreement by the District, or by the City under Section 4.3, the District shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to the District.

4.3. The City shall also have the right to terminate this Agreement upon written notice to the District in the event the District fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

5. Liability and Indemnification

5.1. The City, the FPD and their officials, employees and agents, shall not be liable for damages to the District or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure, in whole or in part, arises out of or results from the failure of the District to submit correct and complete data to the FPD or the failure of the District to provide or maintain equipment as set forth in Section 3.1.

5.2. The City, the FPD and their agents, officials and employees, shall not be liable to the District for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the City, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of the City.

5.3. The District agrees to indemnify, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, alleged act, action or omission of the District, their

employees, agents or contractors under this Agreement, including, but not limited to, the District's failure to submit correct and complete data to the FPD or the failure of the District to provide and maintain equipment as set forth in Section 3.1. The District's obligations under this indemnity provision shall survive any termination of this Agreement.

- 5.4. Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend the District, and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the City, the FPD, their employees, agents or contractors under this Agreement, or as a result of any failure of any equipment which the City is required to maintain under the terms of this Agreement. The City's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

6. Dispute Resolution

- 6.1. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.
- 6.2. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

7. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to City:
Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Copy to:
Chief of Police
Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, Arizona 86001

If to Summit Fire District:
Summit Fire Board Chair
Summit Fire and Medical District
8905 N. Koch Field Road
Flagstaff, Arizona 86004

Copy to:
Mark Gailliard, Chief
Summit Fire and Medical District
8905 N. Koch Field Road
Flagstaff, Arizona 86004

8. General Provisions

- 8.1. **Maintenance.** Maintenance of the FPD dispatch center and all on premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.
- 8.2. **Status of Employees.** Employees of the respective parties shall not be considered employees or agents of the other, and the City and the District agree that they shall retain sole responsibility and authority over their respective employees.
- 8.3. **Authorization to Contract.** Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.
- 8.4. **Integration; Modification.** Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Attachment A to this Agreement as set forth in Section 3.3, this Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.
- 8.5. **Cancellation for Conflict of Interest.** Pursuant to Arizona Revised Statutes Section 38-511, either the City or the District may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.
- 8.6. **Waiver.** No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

City of Flagstaff

Summit Fire and Medical District

Paul Deasy

Mayor

Dated: _____

Attest:

City Clerk

Dated: _____

Approved as to form:

City Attorney

Dated: _____

Name: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for District

Dated: _____

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Dan Folke, Community Development Director
Date: 05/12/2021
Meeting Date: 05/18/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-23: A resolution approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for a jointly funded dark sky code compliance specialist position.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2021-23 by title only
- 2) City Clerk reads Resolution No. 2021-23 by title only (if approved above)
- 3) Adopt Resolution No. 2021-23

Executive Summary:

The City of Flagstaff and Coconino County entered into an Intergovernmental Agreement (IGA) in February 2020, to equally fund the salary of a Dark Sky Specialist position. The current IGA expires July 31, 2021. The new IGA proposes a 5-year term, all the other components remain the same.

Financial Impact:

The IGA states the County and City will split the cost of the salary equally. The City is responsible for benefits, including retirement and worker's compensation. The financial terms remain the same in the new IGA. The original IGA including a \$10,000 contribution from Lowell Observatory. At this point, no third-party contribution is anticipated, but the IGA recognizes if a contribution is realized, the parties will evenly split the cost after the application of the outside contribution.

Policy Impact:

The Coconino Joint Land Use Study (JLUS) created policies to protect the military missions of the Naval Observatory Flagstaff Station (NOFS) and Camp Navajo. It was adopted by both organizations in the spring of 2019.

Strategy 20 - Fund a joint Coconino County and City of Flagstaff lighting specialist position for education/enforcement in the next fiscal year (JLUS pg. 91).

The JLUS identifies responsibilities for the position including establish a baseline database of non-conforming lighting, refine enforcement practices and policies to bring non-conforming lighting into compliance, create a public education series for the community, create a volunteer dark sky ambassador program to assist with public education, provide training for developers, builders, architects, and other building professionals and develop educational materials.

The Coconino Joint Land Use Study can be downloaded from here:

<https://www.coconino.az.gov/2212/JLUS>

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

- Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow

Safe & Healthy Community

- Foster a safe, secure, and healthy community

Livable Community

- Create a welcoming community through partnerships, strong neighborhoods, civic engagement, and resident participation
- Achieve a well-maintained community through comprehensive and equitable code compliance

Environmental Stewardship

- Actively manage and protect all environmental and natural resources

Regional Plan

Environmental Planning & Conservation

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

- Policy E&C.5.3. Continue to enforce dark sky ordinances

Has There Been Previous Council Decision on This:

The Flagstaff City Council approved the first IGA in February 2020.

Attachments: [Res. 2021-23](#)
 [Dark Sky IGA 2021](#)
 [Dark Sky Specialist Program Report](#)

RESOLUTION NO. 2021-23

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR A JOINTLY FUNDED DARK SKY CODE COMPLIANCE SPECIALIST POSITION

RECITALS:

WHEREAS, the City of Flagstaff and Coconino County desire to jointly fund a shared personnel position known as Code Compliance Officer II-Dark Sky Specialist; and

WHEREAS, the Dark Sky Specialist will jointly benefit the City of Flagstaff and Coconino County by providing comprehensive enforcement and inspection services in regard to the standards for outdoor lighting adopted by either the City of Flagstaff or Coconino County, on an as-needed basis, for development that occurs in both the City of Flagstaff and unincorporated areas of Coconino County; and

WHEREAS, the Dark Sky Specialist will further benefit the City of Flagstaff and Coconino County by educating builders, developers, commercial business owners, and residents concerning the Outdoor Lighting Standards; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Intergovernmental Agreement attached thereto and finds that it is in the best interests of the City to enter into the Agreement and establish the respective obligations of each party with regard to the shared Dark Sky Specialist position.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of May, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT

**by and between
City of Flagstaff and Coconino County
regarding the**

Dark Sky Code Compliance Specialist

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") dated this _____, 2021, is by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (the "CITY"), and COCONINO COUNTY, a political subdivision of the State of Arizona (the "County"). Pursuant to A.R.S. Sections 11-952, the City and the County agree as follows:

RECITALS

WHEREAS, the CITY is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and Article I, Section 3 of the Flagstaff City Charter; and

WHEREAS, the COUNTY is authorized to enter into this Agreement pursuant to A.R.S. § 11-952; and

WHEREAS, the CITY and the COUNTY desire to jointly fund a shared personnel position known as Code Compliance Officer II – Dark Sky Specialist ("Dark Sky Specialist"); and

WHEREAS, the Dark Sky Specialist will jointly benefit the CITY and the COUNTY by providing comprehensive enforcement and inspection services in regard to the standards for outdoor lighting adopted by either the City or the County ("Outdoor Lighting Standards"), on an as-needed basis, for development that occurs in both the CITY and unincorporated areas of the COUNTY; and

WHEREAS, the Dark Sky Specialist will further benefit the CITY and the COUNTY by educating builders, developers, commercial business owners, and residents concerning the Outdoor Lighting Standards; and

WHEREAS, it is the intent and desire of the parties hereto to provide for the respective obligations of each party with regard to the shared Dark Sky Specialist position.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM.

A. The term of the Agreement shall be for five (5) years beginning July 1, 2021 until June 30, 2026, unless terminated by either party pursuant to the provisions of this Agreement.

B. In recognition of, and in deference to, the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement without cause shall provide written notice at least 90 days prior to the effective date of such termination.

2. JOINT EMPLOYEE.

A. The City shall provide a Dark Sky Specialist employee to be shared jointly with the COUNTY for the purpose of working directly with residents, property owners, business owners, builders, developers, and lighting professionals on Outdoor Lighting issues, as defined in the Outdoor Lighting Standards, and providing additional opportunities for collaboration between the COUNTY and the CITY.

B. The Dark Sky Specialist will be a regular employee of the CITY, hired by the CITY and subject to the CITY's employment policies, procedures, and systems. Management of the Dark Sky Specialist and related programming will be shared by both the CITY and the COUNTY. Performance evaluations will be managed using the CITY'S process, with input from the COUNTY. The CITY and the COUNTY will each provide work space for the Dark Sky Specialist at their respective locations. A shared work plan for the Dark Sky Specialist will be developed, implemented, evaluated collaboratively, and agreed upon by both parties.

C. The COUNTY and the CITY will work together to develop and coordinate effective training and professional development for the Dark Sky Specialist.

3. REPORTING

A. The Dark Sky Specialist will track and record all daily activities performed in the course of employment, including, but not limited to, educational outreach and enforcement activities.

B. The Dark Sky Specialist will additionally keep accurate records of how their time has been allocated between functions performed for customers within the CITY's jurisdiction and functions performed for customers within the COUNTY's jurisdiction.

C. The Dark Sky Specialist will further create and provide semi-annual reports to the CITY and the COUNTY that accurately reflect a summary of the information required to be maintained under this Subsection. One report will be delivered on or before the first workday in April of each year, and will cover activities for the period of October through the end of March. The second report will be delivered on or before the first workday in October of each year, and will cover activities for the period of April through the end of September.

4. FUNDING.

A. The Dark Sky Specialist position is to be funded jointly by the COUNTY and the CITY for work on behalf of the city and the county. If appropriation by either party is unavailable or is terminated for whatever reason, then the obligation of the parties to this Agreement will also be terminated regarding funding for the Dark Sky Specialist position. Should funding not be available for any reason, neither the

COUNTY nor the CITY will be held responsible to continue the position or fund the position beyond the current contracted term of the Dark Sky Specialist.

B. The CITY and the COUNTY will each provide partial funding in the amount of 50% total salary for the Dark Sky Specialist position minus half of any contributions other third-party contributors.

C. The COUNTY's partial funding commitment, in the amount of 50% of the total salary for the Dark Sky Specialist position, will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, incentive, or any other type of compensation or benefit. The CITY will consult with the COUNTY before reclassifying the Dark Sky Specialist position to a higher salary range or otherwise increasing compensation; however, compensation changes will be made consistent with CITY policies and procedures. The CITY is solely responsible for payment of the employer portion of benefits, including mandatory retirement. The CITY will provide worker's compensation coverage.

D. If appropriation by the COUNTY is unavailable or is terminated for whatever reason, the obligations of the COUNTY under this Agreement are also terminated. Upon termination of this Agreement for any reason, the City may assume the Dark Sky Specialist position as solely a City position with all enforcement contained to the City.

5. INDEMNIFICATION, NOTIFICATION, AND JOINT RESOLUTION.

The COUNTY and the CITY agree to accept responsibility and indemnify the other for any claims arising from the employment of the Dark Sky Specialist with respect to claims arising from circumstances under their respective control or on their premises. The COUNTY and the CITY each agree to promptly notify the other of any claims, complaints, or grievances made by the shared employee to allow for a joint resolution of any claim, complaint, or grievance, if desired.

6. INSURANCE.

The COUNTY shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of its employees or agents.

The CITY shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of its employees or agents.

7. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Coconino County Board of Supervisors and the Flagstaff City Council.

8. CANCELLATION FOR CONFLICT OF INTEREST.

This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

9. NON-DISCRIMINATION.

Each PARTY warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, pregnancy, religion, sex, sexual orientation, gender identify, genetic information, age, national origin, disability, veteran status, caregiving responsibilities, or familial status shall have equal access to employment opportunities. Each PARTY shall take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

10. ATTORNEY APPROVALS.

By their signatures below, the undersigning attorneys do certify that this Agreement has been reviewed by them pursuant to A.R.S. § 11-952(D), and further certify that they have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona as concerns those respective parties of the Agreement represented by the undersigned attorney as indicated.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

COCONINO COUNTY

CITY OF FLAGSTAFF

Matt Ryan , Chair
Board of Supervisors

Mayor Paul Deasy

Attest:

Attest:

Lindsay Daley,
Clerk of the Board of Supervisors

Stacy Saltzburg,
City Clerk

Approved as to form:

Approved as to form:

County Attorney's Office

City Attorney's Office

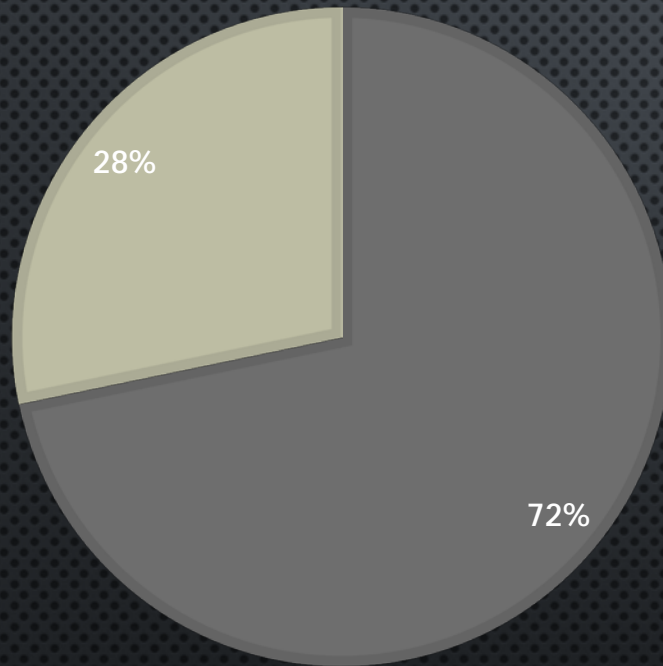
DARK SKY COMPLIANCE SPECIALIST ACTIVITY SUMMARY

APRIL 26, 2021



LIGHTING STANDARDS CASELOAD EMPHASIS

■ Commercial ■ Residential



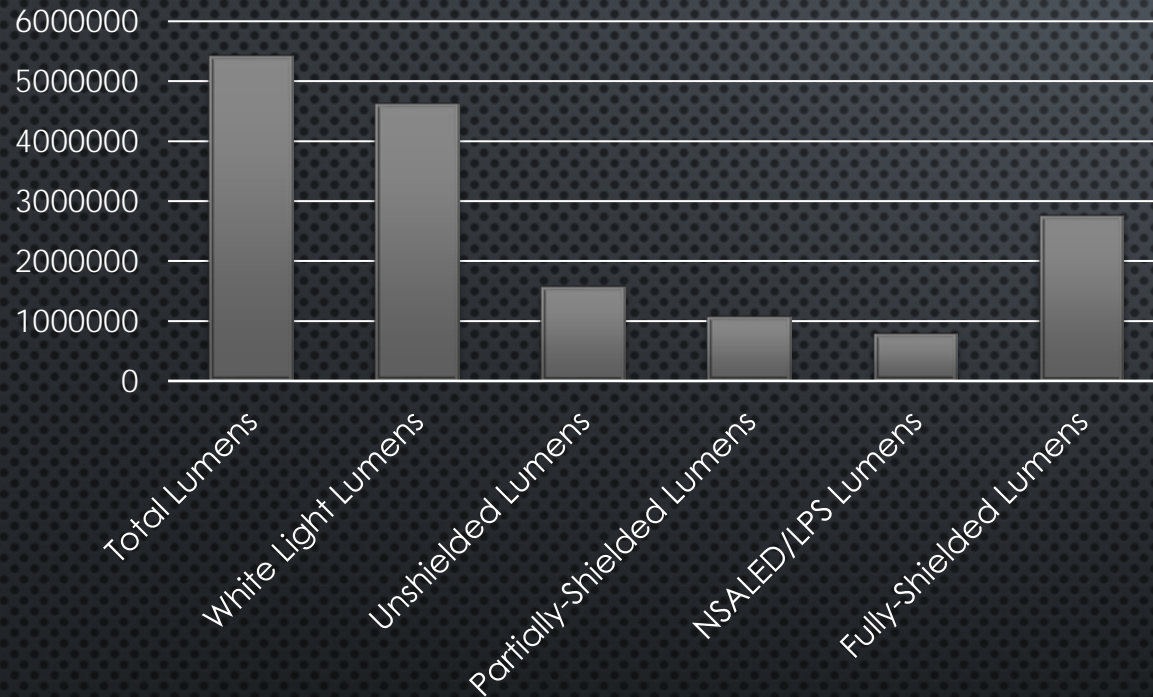
CITY OF FLAGSTAFF COMPLIANCE HIGHLIGHTS

- 92 OUTDOOR LIGHTING PERMITS REVIEWED FOR COMPLIANCE AND INSPECTED
- 37 RESIDENTIAL LIGHTING STANDARDS COMPLAINTS RESOLVED
 - MOST INVOLVED RESOLUTION OF LIGHTING TRESPASS
- 31 MAJOR COMMERCIAL LIGHTING STANDARDS VIOLATIONS RESOLVED
- 63 CURRENT COMMERCIAL LIGHTING STANDARDS VIOLATION CASES ACTIVE
- NUMEROUS OUTREACH EFFORTS, INCLUDING BULB REPLACEMENT PROGRAM, HIGH ENERGY EFFICIENCY WORKSHOP PARTICIPATION AND DARK SKY FRIENDLY LABELING PROGRAM
- INTERNAL COMPLIANCE EFFORTS WITH FACILITIES FOCUSED ON AIRPORT AND OTHER CITY PROPERTIES

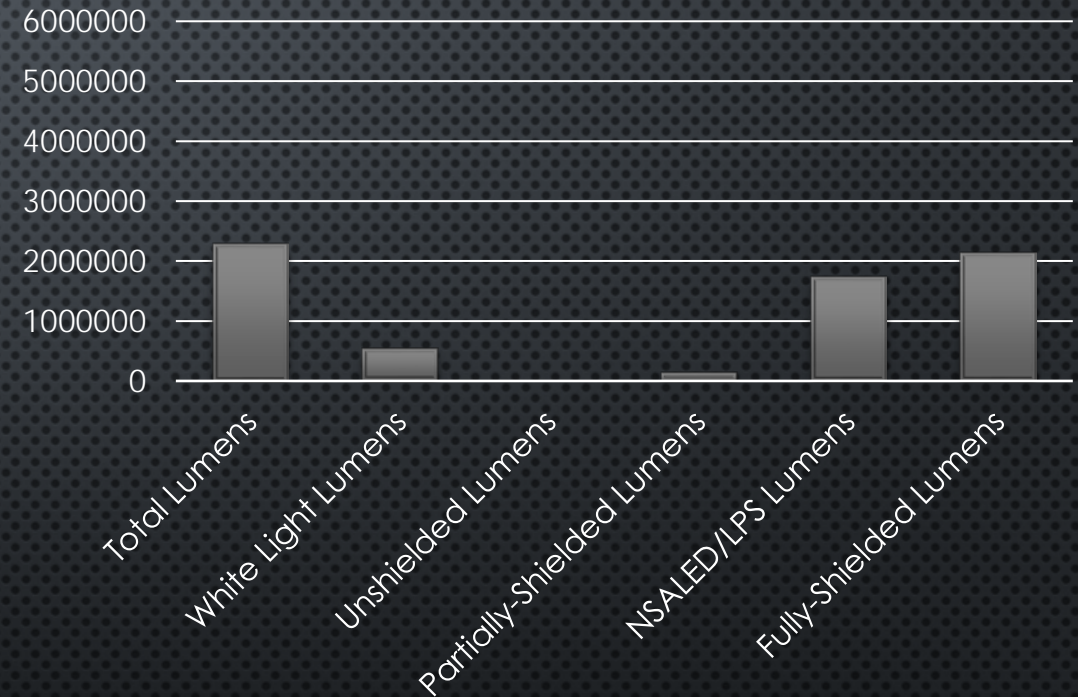


CITY COMMERCIAL PROPERTY LUMEN REDUCTIONS THROUGH ENFORCEMENT ACTION

Pre-Compliance



Post-Compliance



COCONINO COUNTY COMPLIANCE HIGHLIGHTS

- 17 RESIDENTIAL LIGHTING STANDARDS CASES RESOLVED, ALL COMPLAINT BASED
- 4 MAJOR COMMERCIAL VIOLATIONS RESOLVED
- PROVIDE LIGHTING PERMIT REVIEW FOR PLANNING AND ZONING
- CONDUCTED INVESTIGATIONS AND INSPECTIONS IN REMOTE LOCATIONS, INCLUDING GREENEHAVEN, RED LAKES AND VERMILLION CLIFFS
- PROVIDE PRELIMINARY LIGHTING COMPLIANCE FEEDBACK DURING PRE-APPLICATION MEETINGS
- OUTREACH EFFORTS DESIGNED TO ASSIST WITH LIGHTING STANDARDS DEVELOPMENT AND SUPPORTIVE ENFORCEMENT ACTION HAVE EXTENDED TO GRAND CANYON NATIONAL PARK, CITY OF PAGE, CITY OF WILLIAMS AND YAVAPAI COUNTY
- PROVIDE ON-THE-GROUND MATERIALS TESTING AND COMPLIANCE SUPPORT UTILIZING VISIBLE LIGHT SPECTROMETER AND FIXTURES POPULATED WITH NARROW SPECTRUM AMBER LED (NSALED) LUMINAIRES
- CURRENTLY ASSISTING WITH THE DEVELOPMENT OF UPDATED LIGHTING STANDARDS



JOINT LAND USE STUDY IMPLEMENTATION GRANT

- WORKING WITH COCONINO COUNTY, MATRIX AND DARK SKY PARTNERS (DSP) TO DEVELOP SPECIFICATIONS FOR A GIS DATABASE CONTAINING EXTERIOR LIGHTING DATA ON EXISTING NON-CONFORMING PARCELS
 - DATABASE WILL ENSURE PROPERTIES CAN BE MORE ACCURATELY MONITORED FOR COMPLIANCE AND HELD ACCOUNTABLE IF LIGHTING CHANGES OCCUR
 - INITIAL 90 PARCELS PROVIDED TO DSP FOR ON-THE-GROUND EVALUATION AND DATABASE ENTRY
- NEXT PHASE INVOLVES DEVELOPMENT OF OUTREACH MATERIALS TARGETED TOWARD SINGLE FAMILY RESIDENCES IN BOTH THE CITY AND THE COUNTY



" AFTER STOPPING OUT TO SEE MIKE'S NEW SHOP LAST WEEK I WANT TO THANK YOU SO MUCH FOR VISITING OUR BACKYARD NEIGHBORS AND HELPING THEM DECIDE TO USE AMBER BULBS. WE NOTICED THE BIG DIFFERENCE LAST NIGHT! I'M GLAD OUR CITY HAS PEOPLE LIKE YOU WHO HELP OTHERS COMPLY WITH OUR DARK SKY EFFORTS. YOU ARE GREATLY APPRECIATED!"

- SWISS MANOR RESIDENT REGARDING UNSHIELDED LUMINAIRES INSTALLED ON A NEIGHBOR'S HOME

CITIZEN FEEDBACK



I WANT TO THANK YOU FOR YOUR ATTENTION TO THE CONCERN I WROTE TO YOU ABOUT THE BRIGHT LIGHT NEXT DOOR TO ME THAT WAS SO BRIGHT IT LIT THE FENCE ON THE OTHER SIDE OF MY FRONT YARD, LIT THE INSIDE OF MY HOME, MY BACK DECK AND THE TREES IN THE CANYON BELOW US. AS I SAID IN MY VOICEMAIL THIS SUMMER, I AM REALLY IMPRESSED THAT YOU INVESTIGATED IT WITHIN A DAY OF RECEIVING MY CONCERN AND THAT YOU WERE ABLE TO SOLVE THE PROBLEM BY SPEAKING WITH MY NEIGHBOR, EXPLAINING THE PROBLEM, AND OFFERING HER AN ALTERNATIVE AMBER LIGHT BULB WHICH SHE HAD CHANGED OUT IMMEDIATELY.

THIS IS A GOOD EXAMPLE OF COMPLIANCE MANAGEMENT BEING A POSITIVE LEARNING EXPERIENCE INSTEAD OF A CONFLICT. I APPRECIATE YOU WHEN I LOOK AT THE NIGHT SKY AND CAN SEE THE STARS AND OTHER FEATURES BECAUSE THE DOUBLE FLUORESCENT LIGHT IS NOW AMBER. KEEP UP THE GOOD WORK AND LET ME KNOW IF THERE IS ANYTHING I CAN DO AS A CITIZEN TO SUPPORT YOUR FUNDING.

- KACHINA VILLAGE RESIDENT FEEDBACK REGARDING COUNTY RESIDENTIAL CASE

CITIZEN FEEDBACK



IMPACT EXAMPLES – PRE COMPLIANCE





IMPACT EXAMPLES – POST COMPLIANCE

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jack Fitchett, Business Attraction Manager
Co-Submitter: David McIntire
Date: 05/12/2021
Meeting Date: 05/18/2021



TITLE:

Consideration and Adoption of Resolution No. 2021-19: A resolution of the Flagstaff City Council amending the Flagstaff Business Attraction Job Creation Incentive Program to assist in attracting new businesses that will provide high wage jobs in specific industry sectors (**Flagstaff Business Attraction Job Creation Incentive Program**)

Consideration and Adoption of Resolution No. 2021-20: A resolution of the Flagstaff City Council amending the Development Reinvestment Incentive Program to assist in attracting new businesses that will provide high wage jobs in targeted industry sectors (**Flagstaff Business Attraction Development Reinvestment Incentive Program**)

STAFF RECOMMENDED ACTION:

Flagstaff Business Attraction Job Creation Incentive Program:

- 1) Read Resolution No. 2021-19 by title only
- 2) City Clerk reads Resolution No. 2021-19 by title only (if approved above)
- 3) Adopt Resolution No. 2021-19

Flagstaff Business Attraction Development Reinvestment Incentive Program:

- 1) Read Resolution No. 2021-20 by title only
- 2) City Clerk reads Resolution No. 2021-20 by title only (if approved above)
- 3) Adopt Resolution No. 2021-20

Executive Summary:

Staff is bringing forward minor changes to the three business attraction incentives based on program analysis and stakeholder/ community feedback received since the inception of these incentives in July 2020. The recommended proposals outlined in the attached incentive policies will make these programs more effective and efficient while staff pursues the City's economic development goals and objectives. Additions are shown in UNDERLINED CAPITAL TEXT, and deletions are shown as stricken. The main alterations are also called out directly in the key consideration section of this agenda item.

The revised Policies will be included in the final agenda packet

Financial Impact:

The amendments will have no financial impact directly, but may lead to enhanced use of the incentives. Financial impacts of the incentives themselves, with the amendments or as currently existing, are outlined below:

Job Creation Incentive: Budgeted in the FY-21 budget with \$75,000 available. Funds are in the BBB-Economic Development budget for economic development purposes.

Development Reinvestment Incentive: Allocates a portion of the City's construction sales tax revenue (0.5% sales tax rate) to be used for qualifying improvements that create public benefit.

Policy Impact:

Minor revisions to the policies are proposed. These revisions come from staff analysis and community/stakeholder input.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

ECONOMIC DEVELOPMENT - Grow and strengthen a more equitable and resilient economy.

CLIMATE CHANGE - Take meaningful climate change action.

City of Flagstaff Strategic Priorities:

Foster a resilient and economically prosperous city

Has There Been Previous Council Decision on This:

Council unanimously approved these original incentive policies via resolution at the July 7, 2020 Council meeting.

Options and Alternatives:

1. Approve resolutions.
2. Amend resolutions then approve.
3. Do not approve.

Background/History:

Council originally approved these incentives on July 7, 2020.

Key Considerations:

Job Creation Incentive: This program has been funded in the FY-2020-21 budget with \$75,000 and has \$60,000 remaining for use after successfully supporting the recruitment of a company focused on satellites. This incentive was reviewed, and staff received feedback from multiple community partners and stakeholders. The purpose of this incentive is to give Flagstaff an edge when recruiting new businesses to our community. This incentive coupled with incentives from the Arizona Commerce Authority (ACA), Coconino County, and other economic development tools gives Flagstaff an additional option to use in recruiting business from key industry sectors. This incentive is designed to help attract business in the bio medical, manufacturing, healthcare, software development and other similar key sectors. This incentive is not designed, or available, for the retail or lodging sectors as these businesses normally tend to follow when there is an increase in the economic base of a city.

The main proposed alteration within this particular incentive is to change the maximum reimbursement one business may receive from \$15,000 to \$25,000. Additionally, there have been supplemental tracking requirements for successful applicants, to confirm community benefits from the incentive program.

Development Reinvestment Incentive: This program is funded using a percentage of the City's unrestricted (general fund) construction sales tax associated from the new development itself. Qualifying businesses that meet the minimum criteria may apply for reimbursements associated with project improvements. These improvements must be directly tied to development that creates added public benefit. Examples of some improvements could be beautification projects, public roadways and lighting, stormwater infrastructure, etc. The currently proposed funding mechanism would allocate 0.5% of the unrestricted construction sales tax for these uses. This incentive is designed to help attract business in the bio medical, manufacturing, healthcare, software development and other similar key sectors. This incentive is not designed or available for the retail or lodging sectors as these businesses normally tend to follow when there is an increase in the economic base of a city.

The main proposed alterations to this incentive are to add supplemental tracking requirements for successful applicants, to confirm community benefits from the incentive program. Additionally, the amendments expand the time frame for when a new business may use this incentive after relocating to Flagstaff.

Community Involvement:

Staff received feedback and input from several community stakeholders regarding these policies including the Auto Park Owner's Association, Economic Collaborative of Northern Arizona (ECoNA), the Flagstaff Chamber of Commerce and various businesses/applicants that used these programs over the last ten months.

Attachments: [Res. 2021-19 Job Creation](#)
 [Job Creation Incentive Policy](#)
 [Res. 2021-20 Dev. Reinvest.](#)
 [Development Reinvestment Incentive Policy](#)
 [Incentive Alteration Presentation](#)
 [05.04.21 Presentation](#)

RESOLUTION NO. 2021-19

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF BUSINESS ATTRACTION JOB CREATION INCENTIVE PROGRAM TO ASSIST IN ATTRACTING NEW BUSINESSES THAT WILL PROVIDE HIGH WAGE JOBS IN SPECIFIC INDUSTRY SECTORS

RECITALS:

WHEREAS, the City of Flagstaff has authority pursuant to Arizona Revised Statutes ("A.R.S.") § 9-500.11 to spend money on economic development activities; and

WHEREAS, the City has historically operated and desires to continue providing funding for a Flagstaff Business Attraction Job Creation Incentive Program to assist new businesses that will provide high wage jobs in specific industry sectors; and

WHEREAS, the funding is derived from local transaction privilege tax revenues generated by the hospitality industry (also known as the "BBB tax") and dedicated for economic development activities; and

WHEREAS, on July 7, 2020 the City adopted Resolution No. 2020-44 establishing the Flagstaff Job Creation Incentive Program; and

WHEREAS, the City desires to amend the Flagstaff Job Creation Incentive Program.

ENACTMENTS:

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

SECTION 1. In General

The City Council hereby amends the Flagstaff Business Attraction Job Creation Incentive Program, a copy of which is attached hereto as Exhibit A. This updated program will apply to any awards granted after the effective date of this resolution.

The Economic Vitality Division Director or the Director's designee is delegated authority to undertake all such actions necessary to implement the program, provide information about the program to the public, and to provide a report on and any recommendations related to the program prior to April 1, 2022.

SECTION 2. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of May, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment:

Exhibit A - Flagstaff Business Attraction Job Creation Incentive Program

City of Flagstaff Business Attraction Job Creation Incentive Program



City of Flagstaff's Economic Development Program Mission: Enhancing prosperity, long-term viability, and resilience of our community.

The City of Flagstaff is interested in attracting sustainable companies that will provide high quality, career oriented, opportunities for its residents that further commerce in the region. As part of these efforts, the City is providing economic incentives to meet its goal of attracting businesses to the following key industries:

- ❖ Astronomy
- ❖ Bioscience & Healthcare
- ❖ Education
- ❖ Environmental Technology
- ❖ Manufacturing
- ❖ Research and Development
- ❖ Software and Information Based Technology

Business Attraction Job Creation Incentive – The City may allocate up to ~~\$15,000~~ \$25,000 to a new business that meets the below criteria. Awards are subject to available fund balance and review of the submittal packet. Businesses may apply for this incentive to receive reimbursement for the following qualifying expenses, ~~but are not limited to:~~

THE REIMBURSEMENT IS LIMITED TO EXPENSES THAT PROVIDE DIRECT COMMUNITY BENEFIT AND MAY INCLUDE:

- a. Employee Relocation Expenses
- b. Job Related Training
- c. Workforce Development
- d. ~~VARIOUS site improvements that provide public benefit: Beautification improvements, energy efficiency items, public roads and lighting, code required land scaping, public water, and wastewater. and other eligible City fees.~~

The annual funding for this policy is \$75,000. The maximum awarded amount per business is ~~\$15,000~~ \$25,000.

Criteria: All submittals will be reviewed by staff to determine if the business meets the minimum criteria to be eligible for City incentives:

1. Must be locating this business within City limits. New businesses may apply for this incentive if they located to Flagstaff within the last ~~30~~ 90 DAYS.
2. Must be one of the key industries identified by the City.
3. Must create a minimum of ten (10) new permanent full-time jobs, where the new position's salary exceeds the Coconino County median wage of \$20.04 per hour.

Submittals: Any potential employer that is interested in applying for this incentive may submit the following information. to the Business Attraction Office at the City of Flagstaff between **June 1st**

and June 30th, 2021. If all funds are not awarded in this initial time frame, the City may open another submittal timeframe for potential employers to apply.

1. Written narrative of the venture which includes:
 - a. Explanation of how all necessary criteria will be met.
 - b. What City incentives you are applying for and how these incentives will be used to strengthen your ability to locate to Flagstaff.
 - c. General proposal of how incentive funds will be used.
 - d. If incentive is not received how will this impact your ability to locate to Flagstaff.
2. Budget, schedule and business plan for the potential venture.
3. A narrative of the impact of the applicant's businesses relative to water and energy usage, and to the community waste stream (this does not need to be elaborate).
4. A DETAILED DESCRIPTION OF ANY PROPOSED DIRECT BENEFITS TO THE COMMUNITY (NOT JUST APPLICANT'S BUSINESS) SUCH AS INFRASTRUCTURE, WORKFORCE DEVELOPMENT OPPORTUNITIES FOR RESIDENTS OR STUDENTS, VOLUNTEER WORK, OR SOME OTHER BENEFIT THAT THE BUSINESS IS ABLE TO OFFER TO THE COMMUNITY.
5. An accounting of the applicant's private investment relative to the requested grant (Can be submitted confidentially).

Please submit all proposals for incentive requests to the City's Business Attraction Manager Jack Fitchett at jack.fitchett@flagstaffaz.gov

Scoring: Economic Vitality staff and various city offices will review and rank applications. Each complete application will be ranked based upon an overall tally of available points for three separate criteria:

Wages (20pts): A comparison of the wages of the jobs being created relative to the Coconino County median wage and relative to the average sector wage.

Environmental Impact (30pts): A narrative of the impact of the applicant's businesses relative impacts to water and energy usage, and to the community waste stream.

Direct Community Benefit (50pts): A description of any proposed direct benefits to the community (not just the applicant's business) such as infrastructure, workforce development opportunities for residents or students, volunteer work, or some other direct benefit that the business is providing to the community;

The review team will determine awards after considering each submitted application and final scores. Successful applicants may then request reimbursement for approved uses. A successful applicant may be reimbursed for a variety of approved uses but will not exceed the ~~\$15,000~~ \$25,000 limit.

Any unused program funds may be carried forward into the next budget year to fund additional ventures.

SUCCESSFUL APPLICANTS WILL PROVIDE A FINAL REPORT IF AN INCENTIVE IS AWARDED, DESCRIBING IN DETAIL ANY ITEMS REALTED TO SECTION FOUR OF THE SUBMITTAL REQUIREMENTS AND HOW THE INCENTIVE WAS USED. SUCCESSFUL APPLICANTS WILL MEET WITH CITY OF FLAGSTAFF ECONOMIC DEVELOPMENT STAFF QUARTERLY DURING THE FIRST YEAR. SUCCESSFUL APPLICANTS MAY BE INCLUDED IN FUTURE MARKETING EFFORTS FOR THE PROGRAM AND FOR THE ECONOMIC DEVELOPMENT EFFORTS OF THE CITY OF FLAGSTAFF IN GENERAL.

RESOLUTION NO. 2021-20

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE
DEVELOPMENT REINVESTMENT INCENTIVE PROGRAM TO ASSIST IN
ATTRACTING NEW BUSINESSES THAT WILL PROVIDE HIGH WAGE JOBS
IN TARGETED INDUSTRY SECTORS**

RECITALS:

WHEREAS, the City of Flagstaff has authority pursuant to Arizona Revised Statutes ("A.R.S.") § 9-500.11 to spend money on economic development activities; and

WHEREAS, the City has historically operated and desires to continue providing funding for business attraction programs to attract new businesses that will provide high wage jobs in targeted industry sectors; and

WHEREAS, on July 7, 2020 the City adopted Resolution No. 2020-45 establishing the Flagstaff Development Reinvestment Incentive Program; and

WHEREAS, the City desires to amend the Flagstaff Development Reinvestment Incentive Program.

ENACTMENTS:

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

SECTION 1. In General

The City Council hereby amends the Business Attraction Development Reinvestment Incentive Program, a copy of which is attached hereto as Exhibit A. This updated program will apply to any awards granted after the effective date of this resolution.

The Economic Vitality Division Director or the Director's designee is delegated authority to undertake all such actions necessary to implement the program, provide information about the program to the public, and to provide a report on and any recommendations related to the program prior to April 1, 2022.

SECTION 2. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of May, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment:

Exhibit A - Business Attraction Development Reinvestment Incentive Program

City of Flagstaff Development Reinvestment Incentive



CHOOSE
FLAGSTAFF

City of Flagstaff's Economic Development Program Mission: Enhancing prosperity, long-term viability, and resilience of our community.

The City of Flagstaff is interested in attracting sustainable companies that will provide high quality, career oriented, opportunities for its residents that further commerce in the region. As part of these efforts, the City is providing economic incentives to meet its goal of attracting businesses to the following key industries:

- ❖ Astronomy
- ❖ Bioscience & Healthcare
- ❖ Education
- ❖ Environmental Technology
- ❖ Manufacturing
- ❖ Research and Development
- ❖ Software and Information Based Technology

Development Reinvestment Incentive - A new business in Flagstaff may receive a reimbursement for local construction contracting taxes paid for constructing new improvements or developments. This reimbursement must be used to pay for specified uses. THIS INCENTIVE IS AVAILABLE FOR UP TO FIVE YEARS FROM WHEN THE APPLICATION IS APPROVED TO ENABLE PHASED CONSTRUCTION.

The amount of the reimbursement will be up to the amount of a 0.5% local sales tax rate on construction contracting for improvements for the new business locating in Flagstaff. The local sales tax rate is currently 2.281%. The construction contracting tax is found in Sections 3-05-004-0415, and 0417 of the City Code, as amended by state laws.

For example: A \$1,000,000 million-dollar taxable value project, net of deductions, will create a reimbursable amount of up to \$5,000 of construction contracting taxes. ~~that may be used for the below qualifying expenses, but not limited to:~~

THE REIMBURSEMENT IS LIMITED TO EXPENSES THAT PROVIDE DIRECT COMMUNITY BENEFIT AND MAY INCLUDE:

- a. Employee Relocation Expenses
- b. Job Related Training
- c. Workforce Development
- d. ~~VARIOUS Site improvements that provide public benefit:~~ Beautification improvements, energy efficiency items, public roads and lighting, code required land scaping, public water, and wastewater. ~~Or other eligible City fees.~~

Criteria: All submittals will be reviewed by staff to determine if potential employers meet the minimum criteria to be eligible for City incentives:

1. Must be performing referenced construction within City limits.
2. Must be one of the key industries identified by the City.
3. Must create a minimum of ten (10) new permanent full-time jobs, where the new position's salary exceeds the Coconino County median wage of \$20.04 per hour.

Submittals: Any applicant that is interested in applying for this available incentive must submit the following information.

1. Written narrative of the venture which includes:
 - a. Explanation of how all necessary criteria will be met.
 - b. What City incentives you are applying for and how these incentives will be used to strengthen your ability to locate to Flagstaff.
 - c. General proposal of how incentive funds will be used.
 - d. If incentive is not received how will this impact your ability to locate to Flagstaff.
2. Budget, schedule and business plan for the potential venture.
3. A narrative of the impact of the applicant's businesses relative to water and energy usage, and to the community waste stream (this does not need to be elaborate).
4. A DETAILED DESCRIPTION OF ANY PROPOSED DIRECT BENEFITS TO THE COMMUNITY (NOT JUST APPLICANT'S BUSINESS) SUCH AS INFRASTRUCTURE, WORKFORCE DEVELOPMENT OPPORTUNITIES FOR RESIDENTS OR STUDENTS, VOLUNTEER WORK, OR SOME OTHER BENEFIT THAT THE BUSINESS IS ABLE TO OFFER TO THE COMMUNITY.
5. An accounting of the applicant's private investment relative to the requested grant (Can be submitted confidentially).

Please submit all proposals for incentive requests to the City's Business Attraction Manager Jack Fitchett at jack.fitchett@flagstaffaz.gov

Scoring: Economic Vitality staff and various city offices will review and rank applications. Each complete application will be ranked based upon an overall tally of available points for three separate criteria:

Wages (20pts): A comparison of the wages of the jobs being created relative to the Coconino County median wage and relative to the average sector wage.

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Direct Community Benefit (50pts): A description of any proposed direct benefits to the community (not just the applicant's business) such as infrastructure, workforce development opportunities for residents or students, volunteer work, or some other direct benefit that the business is providing to the community.

The review team will determine awards after considering the submitted application and final score. Successful applicants may then request reimbursement for approved uses. A successful applicant may be reimbursed for a variety of approved uses but will not exceed the 0.5% generated by the local sales tax rate on construction contracting.

SUCCESSFUL APPLICANTS WILL PROVIDE A FINAL REPORT IF AN INCENTIVE IS AWARDED, DESCRIBING IN DETAIL ANY ITEMS REALTED TO SECTION FOUR OF THE SUBMITTAL REQUIREMENTS AND HOW THIS INCENTIVE WAS USED. SUCCESSFUL APPLICANTS WILL MEET WITH CITY OF FLAGSTAFF ECONOMIC DEVELOPMENT STAFF QUARTERLY DURING THE FIRST YEAR, AND THEN ON AN AS NEEDED BASIS UNTIL THESE INCENTIVE FUNDS HAVE BEEN FULLY REIMBURSED. SUCCESSFUL APPLICANTS MAY BE INCLUDED IN FUTURE MARKETING EFFORTS

FOR THE PROGRAM AND FOR THE ECONOMIC DEVELOPMENT EFFORTS OF THE CITY OF
FLAGSTAFF IN GENERAL.

Staff is bringing forward minor changes to the three business attraction incentives based on program analysis and stakeholder/ community feedback received since the inception of these incentives last July (2020). The recommended proposals outlined in the attached incentive policies will make these programs more effective and efficient while staff pursues the City's economic development goals and objectives. Additions are shown in UNDERLINED CAPITAL TEXT, and deletions are shown as ~~stricken~~. The main alterations are also called out directly in the key consideration section of this agenda item



Incentive Alterations

Old Language

- That may be used for the below qualifying expenses, but not limited to:
- Or other eligible City fees.

New Language

- The reimbursement is limited to expenses that provide direct community benefit and may include:
- Various site improvements:
Beautification improvements, energy efficiency items, public roads and lighting, code required land scaping, public water, and wastewater.

Business Attraction Incentive Revisions

Jack Fitchett: Business Attraction Manager





Success So Far...

- Sustainable Automotive Sales Tax Rebate:
 - 7 successful applicants (All hybrid vehicles)
 - 13 pending applications (12 are fully electric vehicles!)
- Job Creation Incentive
 - One successful applicant (Katalyst Space Technologies)
 - One pending application.
- Development Reinvestment Incentive
 - One pending application (Whitehall Industries)

Why the Alterations?

- Multiple businesses, stakeholders, and community partners have provided input and feedback on these incentives over the past 10 months
 - Economic Collaborative of Northern Arizona (ECoNA)
 - Flagstaff Chamber of Commerce
 - Various Local Automotive Dealers
 - Successful applicants from each incentive
- Staff has analyzed these comments/suggestions and incorporated the changes into the proposed alterations for Council's consideration.





Alterations

Sustainable Automotive Sales Tax Rebate

Revised MPG for fuel efficient rebate bracket

- Fuel Efficient Vehicle drop from 35 MPG (City) to 30 MPG (City).

Facilitation of rebate

- Dealers may facilitate the initial rebate and then be reimbursed by the City for any successful applications completed at their dealership.



Alterations

Job Creation Incentive

- Change maximum award amount from \$15,000 to \$25,000
- Additional reporting and tracking requirements for any successful applicant to ensure compliance with Arizona Gift Clause law.



Alterations

Development Reinvestment Incentive

- Allowing new businesses to use this incentive for future expansion or development of a larger facility (5-year window).
- Additional reporting and tracking requirements for any successful applicant to ensure compliance with Arizona Gift Clause law.

Questions?



CHOOSE
FLAGSTAFF
THE CITY OF INNOVATION

THANK YOU!

Jack Fitchett

Business Attraction Manager

Jack.Fitchett@flagstaffaz.gov



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 05/13/2021
Meeting Date: 05/18/2021



TITLE:

Discussion and Possible Action: City Council Rules of Procedure Rule 11.07

STAFF RECOMMENDED ACTION:

Discuss and provide direction

Executive Summary:

A request was made to revisit Rule 11.07 with regard to meetings with state, federal, and tribal delegation.

11.07 Meetings with State, Federal, and Tribal Delegation and Lobbying Trips

At least two members of Council must be in attendance at any meetings with State, Federal, or Tribal representatives where any city, state, federal, or tribal business is discussed. When the City Council participates in state or federal lobbying trips, the Mayor, or Councilmember designee, will accompany two other councilmembers and optionally staff on each trip. The councilmembers chosen to attend will be determined by an established rotation to ensure equal opportunity to participate and represent the City in this capacity. The Council reserves the right to select a councilmember outside the rotation by a three-fourth (super-majority) vote of the Council.

Financial Impact:

None

Policy Impact:

None

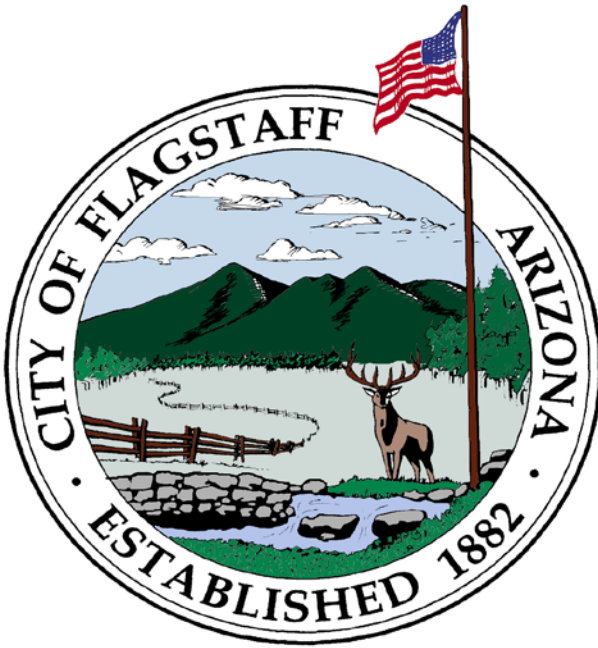
Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Effective Governance

Previous Council Decision on This:

Council approved the Rules of Procedure on April 6, 2021.

Attachments: 2021 Rules of Procedure



FLAGSTAFF CITY COUNCIL RULES OF PROCEDURE

APRIL 6, 2021

RULES OF PROCEDURE
for the
FLAGSTAFF CITY COUNCIL

Rule 1
GENERAL RULES

[Flagstaff City Charter Art. II, §14]

1.01 Rules of Procedure; Journal

The Council shall determine its own rules and orders of business and shall provide for keeping a record of its proceedings. The record of proceedings shall be open to public inspection.

1.02 Written Rules, Order of Business, and Procedure

These Rules of Procedure of the Council shall be available to all interested citizens.

Rule 2
CODE OF CONDUCT & CONFLICTS OF INTEREST

2.01 Code of Conduct

City Councilmembers occupy positions of public trust. All actions and business transactions of such officials dealing in any manner with public funds shall be in compliance with all laws or ordinances establishing a code of conduct for public officials or pertaining to conflicts of interest of public officials or employees.

2.02 Participation and Voting Bar [A.R.S. §38-503]

Any Councilmember prohibited from participating or voting on any matter before the City by the state conflict of interest laws shall make known such conflict on the record of any meeting where the item is discussed, and shall not enter into discussion, debate, or vote on such matter.

Rule 3
COUNCIL MEETINGS

[Flagstaff City Charter Art. II, §12 and 13]

3.01 Regular Meetings

The City Council shall hold regular meetings on the first and third Tuesday of January, February, March, April, May, June, September, October, November, and December, and on the first Tuesday of July and third or fourth Tuesday of August unless a majority of the Council decides to postpone or cancel such meeting. No change shall be made in regular meeting times or place without a published seven day notice.

Regular meetings shall consist of a 3:00 p.m. and 5:00 p.m. meeting. The 3:00 p.m. portion of the meeting will include Approval of Minutes, Appointments, Liquor License Hearings, Consent Items, Routine Items, and Legislative Updates. At the agenda review work session one week prior to the regular Council Meeting, the City Council may direct that any of the agenda items be moved to the 3:00 p.m. or 5:00 p.m. portion of the meeting. At the 3:00 p.m. meeting, the Council may vote to defer any item on that portion of the agenda to the 5:00 p.m. meeting.

The 5:00 p.m. meeting is intended for items of specific interest to the community or items that may require extended discussions, as well as advertised public hearings. The agenda shall include carryover items from the 3:00 p.m. meeting, public hearings, regular agenda items, and discussion items.

If the day fixed for any regular meeting of the Council falls upon a day which the City observes as a legal holiday, the meeting may be cancelled or held at a time and date designated by the Council. All regular meetings of the Council shall be held in the City Hall Council Chambers. No change shall be made in regular meeting times without a published seven-day notice. However, the Mayor or City Manager may change the Council meeting location to adjust to a specific need for additional space required to accommodate a large citizen turnout, upon giving the public notice of such change pursuant to notice requirements. All regular meetings of the Council shall be open to the public.

3.02 Special Meetings

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda; this notice shall be given personally, or by telephone, to each member of the Council, the City Manager, and the City Attorney, and shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, Rule 3.05 pertaining to emergency meetings shall be followed.

3.03 Work Sessions and Agenda Review

Work sessions are public meetings held for the following purposes: (1) briefing Councilmembers on items included on the Council's regular meeting agenda, (2) discussion of long range plans and programs for which no immediate action is required, (3) detailed discussion of matters which may soon be placed on a regular meeting agenda, and (4) exchange of information between the staff and Council. No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent the Council from giving staff direction on any matter under discussion. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.

The City Council may hold work sessions every second and fourth Tuesday of each month at 6:00 p.m. When there are five Tuesdays in a month, work sessions will be held on the

second and fifth Tuesdays, and the fourth Tuesday will be available for holding a work session, either at City Hall or throughout the community. No meetings will be held on the last Tuesday of December, unless otherwise agreed to by a majority of the Council.

The work session held the Tuesday prior to a regular Council meeting shall include a review of the action items on the next week's regular Council agenda. In the agenda review, the Council may discuss items on the next week's agenda and give direction to the City Manager as to additional information needed. Public comment need not be taken, but may be accepted, at the discretion of the Chair.

No work sessions will be held during the summer break unless called as a special meeting as provided in Section 3.02 of these Rules.

3.04 Executive Sessions [A.R.S. §38-431.03]

The Council may meet in, or recess into, executive session for all purposes allowed by law. The City Manager shall schedule any such meetings on the second and fourth Tuesdays at 4:00 p.m., or earlier as the need arises, prior to work sessions, but an executive session may be scheduled at any other time where circumstances require more immediate action. When there are five Tuesdays in a month, executive sessions shall be held on the second and fifth Tuesday at 4:00 p.m., or earlier, as needed. An executive session may be convened at a special meeting called for that purpose on a majority vote of the members of the Council, or during a regular meeting, special session, or work session of the Council for legal advice on matters on a meeting's properly noticed agenda. Attendance at the executive session shall be limited to members of the City Council, the City Manager and City Attorney or their designees, and appropriate City staff or consultants to the City as the Council may invite or as may be required for advice or information. No formal vote involving final action shall be taken on any matter under discussion while in an executive session, except the Council may instruct its attorneys and representatives as allowed by law.

3.05 Emergency Meetings [A.R.S. §38-431.02]

In case of an actual emergency, the Council may hold a meeting, including an executive session, upon such notice as is appropriate to the circumstances, but shall post a public notice within twenty-four hours declaring that an emergency session has been held, and setting forth the agenda of specific items discussed, considered, or decided.

3.06 Minutes of Meetings [A.R.S. §38-431.01]

Except as otherwise provided by state law, there shall be minutes of all Council meetings. Such minutes shall include, but need not be limited to: (1) the date, time, and place of the meeting; (2) the members of the City Council recorded as either present or absent; (3) a general description of the matters considered; (4) an accurate description of all legal actions proposed, discussed, or taken, and the names of members who propose each motion; and (5) the name of persons, as given, making statements or presenting material to the Council and a reference to the legal action about which they made statements or presented material. Minutes of all meetings, except executive sessions, shall be open to public inspection.

Rule 4
THE COUNCIL AGENDA

4.01 Procedures for Preparation of Council Agendas

All reports, communications, ordinances and resolutions, contracts or other documents, or other matters to be submitted to the Council as part of the Council meeting agenda packet shall be available to the Council, along with a staff summary by the Friday preceding the agenda review work session for the draft agenda and by the Friday preceding the regular meeting for the regular agenda. The City Manager shall review items submitted for timeliness and completeness of information.

Those items which are approved for the Council agenda by the City Manager shall be placed on the agenda in accordance with the order prescribed in Rule 5. Copies of the agenda and any background material shall be disseminated to the Mayor and the City Council in the manner prescribed by the Council; to the City Manager, the Deputy City Managers, the City Attorney, and the City Clerk; and shall be made available to the public on the Friday preceding the Council meeting at which the agenda will be reviewed.

Should a Councilmember wish to share information regarding an item on an agenda other than under the F.A.I.R. process, copies may be distributed on the dais.

The agenda shall be made public in advance of the meeting by posting on the regular public posting board at City Hall and on the City's website. Such action shall be taken concurrently with the furnishing of the agenda to the City Council.

4.02 Future Agenda Item Requests (F.A.I.R.)

The City Manager shall consider any request by a Councilmember to include an item on the Future Agenda Item Request (FAIR) portion of the agenda. A Councilmember may submit an item for consideration in a public meeting during To/From and the City Manager may place it in a queue with other Council requests to be placed on an agenda.

The requesting Councilmember must be present through each step of the F.A.I.R. process to provide information and solicit the support for their item. Should scheduling conflicts arise the requesting Councilmember must contact the City Manager and ask that the item be rescheduled.

In the event that there are remaining F.A.I.R. items from an outgoing Councilmember the items will be placed on a separate list to seek a current Councilmember sponsor. If after 30 days from the last day of their term no Councilmember comes forward to sponsor the item, it will be removed from the queue.

Once the item is placed on an agenda under F.A.I.R.:

- a) If three or more Councilmembers agree, it is placed in the Discussion Queue for future meetings in chronological order. (Shown on working calendar as a discussion item)
- b) Should a Councilmember wish to move the item to the front of the Discussion Queue, a separate and secondary request must be made. Should a minimum of four Councilmembers agree to such request, the item will be placed at the front of

the Discussion Queue and Items previously placed on future agendas for discussion will be shifted accordingly.

- c) Should a Councilmember wish to change the order of the items in the Discussion Queue, a request must be made by a Councilmember as to the preferred priority order. Should a minimum of four Councilmembers agree to such a request, the order shall be revised accordingly.

Once an item has been considered under the F.A.I.R. process and placed on a future agenda for discussion, staff time in preparing for such item is limited to eight hours or less. Once direction is given by a majority of the Council, further staff time may be expended. (Show on the Working Calendar as a Regular Item.)

4.03 Removal of a F.A.I.R. Item

A Councilmember who has previously requested a F.A.I.R. item may have it removed up until the time it appears on the agenda as a F.A.I.R. item. No other Councilmember is permitted to remove an item. If an item is removed prior to it appearing on an agenda, the City Manager will notify the Council of its removal at the next Council Meeting. If another Councilmember wants to retain the item, it shall retain its then-current place in the queue. Once on the agenda, the request to remove must be made during a public meeting.

Once it has been placed on the agenda as a F.A.I.R. item, and there are three or more Councilmembers who support moving it to a future agenda for discussion, an item may not be removed until it has been placed back on the agenda as a F.A.I.R. item to be Removed. Should there be no objection from Councilmembers, the item will be removed as a F.A.I.R. item. If at least three other Councilmembers wish to keep it on the F.A.I.R. list, it will be placed on a future agenda as outlined in Section 4.02(a) above.

Rule 5 **ORDER OF BUSINESS**

5.01 Regular Meeting Agenda

The agenda for regular meetings of the City Council shall follow the following order:

3:00 P.M. MEETING

Call to Order
Roll Call
Pledge of Allegiance and Reading of the Mission Statement
Approval of Minutes of Previous Meetings
Public Participation
Proclamations and Recognitions
Appointments
Liquor License Public Hearings
Consent Items
Routine Items*
Legislative Updates (as needed)
Recess

5:00 P.M. MEETING

Reconvene Regular Meeting
Roll Call
Pledge of Allegiance
Public Participation
Carryover Items from 3:00 p.m. portion of Meeting
Public Hearing Items
Regular Agenda
Discussion Items
Council Liaison Reports
Future Agenda Item Request (FAIR)
Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items
Adjournment

**Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.*

Consent Agenda items may be considered and acted upon by one motion, unless a Councilmember specifically requests that a consent item be considered and voted on separately. If related to a public hearing item on the agenda, ordinances or resolutions shall be placed under Public Hearings. Items requested for consideration and discussion by a Councilmember and placed in the Future Agenda Item Request Section need not have a staff summary or staff review, but the requesting Councilmember may specify in a memorandum what discussion, action, or options are proposed. There will be no discussion of issues raised during public participation, information items and reports, or requests for future agenda items. The City Clerk shall enter into the minutes all consent items approved with one motion, and shall record separately action taken on those items considered separately.

5.02 Work Session Agenda

The agenda for Work Sessions of the City Council shall follow the following order:

Call to Order
Pledge of Allegiance and Reading of the Mission Statement
Roll Call
Public Participation
Review of Draft Agenda for next Council Meeting
Legislative Updates (as needed)
Work Session Topics
Public Participation
Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items
Adjournment

Rule 6
PRESIDING OFFICER

[Flagstaff City Charter Art. II, §7 and §8]

6.01 Mayor as Chair

The Mayor, or in his or her absence, the Vice Mayor, shall be the Chair for all meetings of the Council.

6.02 Temporary Chair

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority of those present, a Chair for the meeting.

6.03 Selection of Vice Mayor

The candidate with the highest number of votes in the most recent general candidate election shall be appointed Vice Mayor until the next general candidate election. If for whatever reason the Vice Mayor cannot fulfill their term the position will be transferred to the candidate with the next highest number of votes in the most recent general candidate election.

Rule 7
MEETING DECORUM AND ORDER

7.01 Decorum and Order among Councilmembers

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the Council. During Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules of the Council. Every Councilmember desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the question under debate and shall avoid all personal attacks and indecorous language. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be out of order, he or she shall remain silent or shall alter his or her remarks so as to comply with the Rules of the Council. Councilmembers shall confine their questions to the particular issues before the Council. If the Chair fails to act, any member may move to require him or her to enforce the Rules and the affirmative vote of the majority of the Council shall require the Chair to act.

If Council discussion of a matter exceeds one hour, each Councilmember shall limit their subsequent remarks to three minutes.

7.02 Decorum and Order among City Staff

The Chair shall have the authority to preserve decorum in meetings as far as the audience, staff members, and city employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.

7.03 Decorum and Order among Citizen Participants

Citizens attending Council meetings should observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any person causing a disturbance of the peace and good order during a Council meeting, may be removed from the room if so directed by the Chair, and such person may be barred from further audience before the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Chair, if such actions cause a disturbance of the peace and good order the Chair may direct the Sergeant-at-Arms to remove such offenders from the room. Should the Chair fail to act, any member of the Council may move to require the Chair to enforce the Rules, and the affirmative vote of the majority of the Council shall require the Chair to act. Political campaigning is prohibited. Any member of the public desiring to address the Council on any agenda item shall be recognized by the Chair shall state his or her name and city of residence in an audible tone for the record, and shall limit his or her remarks to the questions under discussion. Any remarks shall be addressed to the Chair and to any or all members of the Council.

Rule 8

RIGHT OF APPEAL FROM THE CHAIR

8.01 Process for Appeal

Any Councilmember may appeal to the Council from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state his or her reason for the same, and the Chair may briefly explain the Chair's ruling. There shall be no debate on the appeal, and no other member shall participate in the discussion. The Chair shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

Rule 9

PUBLIC PARTICIPATION IN COUNCIL DISCUSSIONS

9.01 Non-Public Hearing Discussions

Any person wishing to speak on any matter on the agenda before the Council, or during Public Participation, shall fill out a comment card and submit that card to the recording clerk, who will deliver the card to the Chair. Citizens are allowed to address the Council a maximum of three times throughout the meeting, including comments made during Public Participation. Other than Public Participation, comments shall be limited to the business

at hand. The Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person (exceptions listed below); a speaker may address the Council with the speaker's own statements and the statements of other persons within the set time limit. The person desiring to speak shall limit his or her remarks to the matter under discussion and shall address his or her remarks to the Chair. Speakers may not cede any portion of their allotted time to another speaker.

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. The ten persons must be listed on the speaker card and be present at the time the comment is give. The persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic but may participate in any other agendized topics up to the limit addressed in Section 7.03.

Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.

9.02 Public Hearings

- A. In the case of a public hearing, the Chair shall announce prior to such hearing the total time limit, if any, to be allowed for public debate, depending upon the circumstances and public attendance. The Chair shall also announce the time limits for each individual speaker (normally no more than three minutes), and that no speaker may be heard more than once.
- B. Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.
- C. 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. The ten persons must be listed on the speaker card and be present at the time the comment is give. The persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic but may participate in any other agendized topics up to the limit addressed in Section 7.03.
- D. Speakers may not cede any portion of their allotted time to another speaker.
- E. The order of presentation and time limits shall be as follows:
 - 1. Staff presentation (ten-minute time limit, except with specific Council permission to exceed this limit).
 - 2. Applicant presentation, only upon applicant's specific request (up to ten minutes, except with specific Council permission to exceed this limit).
 - 3. Council's questions to staff and applicant.
 - 4. Public comment (three minutes for individual speakers, up to fifteen minutes for a representative of ten or more persons present at the meeting who have contributed their time to the representative), The ten persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic, but may

- participate in any other agendized topics up to the limit addressed in Section 7
5. Applicant's response, only upon applicant's specific request (5 minutes),
 6. Staff's response (5 minutes),
 7. Council deliberation and questions to staff and applicant.
- F. This rule will not preclude questions from members of the Council to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

Rule 10

RULES GOVERNING MOTIONS BY THE COUNCIL

10.01 Motion to be Stated by the Chair - Withdrawal

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

10.02 Motion to Suspend Rules

Suspension of these Rules requires a majority consent of the Councilmembers present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion. Suspension of the Rules may not be appropriate in the context of a Public Hearing.

10.03 Motion to Change Order of Agenda

The Chair may, at his or her discretion, or shall, upon the majority vote of Councilmembers present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law.

10.04 Motion to Table

A motion to table is used to delay discussion on an item until later in the meeting or until the next meeting. Neither the motion to table nor other business can be discussed, until a vote has been taken on the motion. If the motion is successful, no further discussion can be had without a motion to take off the table. To take a motion off the table at the same or immediately succeeding meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote.

If not revived by the adjournment of the immediately succeeding meeting, the matter is considered to be dead.

10.05 Motion to Postpone

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the item shall return for Council action at the meeting specified or in accordance with the conditions established in the postponement. A motion to postpone

may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

10.06 Motion to Divide the Question

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member shall, divide the same.

10.07 Motion to Amend

On a motion to amend or “strike out and insert”, the motion shall be made so that the intent of the amendment is clear to the Council and public, and for the record.

The Council may materially amend an ordinance after the first read of that ordinance and proceed immediately to the second read and adoption. In other words, it is not necessary to proceed as though it is a new ordinance after a material change.

10.08 Motion to Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

10.09 Motion to Reconsider

After the decision on any question, any member who voted with the majority may move for a reconsideration of any action at the same meeting or at the next regular meeting that occurs at least one week after the date the action was taken. In the event of a tie vote on a motion, any Councilmember may move for reconsideration at the next regular meeting of the City Council that occurs at least one week after the date the action was taken, but not thereafter. To ensure that the matter will be included on the posted agenda in conformance with the Open Meeting Law, any Councilmember who wishes to have a decision reconsidered must alert the city clerk in writing at least five (5) days, exclusive of Saturdays, Sundays, and intermediate holidays, prior to the meeting at which the motion to reconsider will be made, unless the motion to reconsider was made and seconded at a Council meeting. A motion to reconsider shall require the affirmative vote of the majority of the members present at the time of reconsideration. After a motion for reconsideration has once been acted on, no other motion for reconsideration of the same subject shall be made without unanimous consent of all Councilmembers.

After the reconsideration time period has expired, the same matter may be placed on a later Council meeting agenda under Future Agenda Item Request at the request of any Councilmember. It shall require agreement by Councilmembers during Future Agenda Item Request to be placed on a future agenda as an action item. If the matter is considered for formal action on a future meeting, the motion for or against taking an action need not be made by a member of the prevailing vote.

10.10 Motion for Roll Call Vote

Any Councilmember may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the Council. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

Rule 11 **MISCELLANEOUS PROVISIONS**

11.01 Prior Approval by Administrative Staff

Except as to matters requested by individual Councilmembers under the Future Agenda Item Request Section of the agenda, all ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his or her authorized representative, and shall have been examined for practicality by the City Manager or his or her authorized representative.

11.02 Placement of Items on Agendas for Council Action

Pursuant to Council direction received during any Council meeting, the City Manager may present ordinances, resolutions, and other matters or subjects to the Council, and any Councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted. In addition, ordinances, resolutions and other matters or subjects requiring action by the Council may be introduced and sponsored by a member of the Council through the Future Agenda Item Request process described in Rule 4.01.

11.03 No New Agenda Items after 9:30 p.m. except by Majority Vote

No new agenda items shall begin after 9:30 p.m. unless approved by majority vote of the City Council. If, however, discussion on an item commences prior to 9:30 p.m., the Council may continue its deliberation or move to postpone that item. Agenda items on a Council agenda not considered will be placed on the immediately succeeding Regular or Special Council meeting.

11.04 Robert's Rules

Robert's Rules of Order, latest edition, shall serve as a guideline for interpretation of and supplementation for these Rules in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Flagstaff or the laws of the State of Arizona. The interpretation of these Rules and Robert's Rules shall be guided by the principles underlying Parliamentary law, that is, a careful balance of the rights of individuals and minority subgroups of the council with the will of the majority. In no case shall the strict application of a rule or procedure be interpreted to deny any individual or minority the right to participate in a debate, discussion, or vote, nor shall these rules be interpreted in such a way so as to defeat the will of the majority of the whole of the Council.

11.05 Citizen Petitions [Flagstaff City Charter Art. II, §17]

A citizen or a group of citizens may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff in a form prescribed by ordinance, who shall present it to the Council at its next regular meeting. The Council must act on the petition within 31 days of the City Manager's presentation. Citizen petitions will first be placed on the agenda under Future Agenda Item Request to determine if there is Council interest in placing the item on a future agenda for consideration. Failure to give such direction shall constitute "action" for purposes of this section.

11.06 Video Streaming, Recording, and Photography

For City Council safety and other security purposes, audio/video streaming, audio/video recording, photography, or similar activities are not permitted on the City Council side of the lectern counter. Such activities are permitted *only* on the public side of the lectern counter so long as they do not obstruct the view of the public in City Council Chambers and the view of the City's official internet live streaming viewers. In the event the City Council meets anywhere outside of City Council Chambers, this same rule shall apply, and no such activities will be permitted on the City Council side of the lectern. This rule does not apply to the City's official internet streaming and any audio/visual equipment for the same, and also does not apply to body cameras used by law enforcement officers.

11.07 Meetings with State, Federal, and Tribal Delegation and Lobbying Trips

At least two members of Council must be in attendance at any meetings with State, Federal, or Tribal representatives where any city, state, federal, or tribal business is discussed. When the City Council participates in state or federal lobbying trips, the Mayor, or Councilmember designee, will accompany two other councilmembers and optionally staff on each trip. The councilmembers chosen to attend will be determined by an established rotation to ensure equal opportunity to participate and represent the City in this capacity. The Council reserves the right to select a councilmember outside the rotation by a three-fourth (super-majority) vote of the Council.

City Manager Report

Information Only

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

Attachments:

- [City Manager Report](#)
- [Sustainability Monthly Report](#)
- [Economic Vitality Monthly Report](#)
- [Map of Capital Projects](#)
- [Capital Projects Monthly Update](#)

City Manager's Report

May 14, 2021

Council and Colleagues, greetings. These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

We are featuring the May Work Anniversaries in this Report. Enjoy!

Work Anniversaries – May, 2021

Five Years

- John Jaramillo,
Firefighter – 5/9



- Heidi Derryberry,
Asst. Finance Director – 5/23



- Krista Snow,
Water Services Supervisor – 5/9



10 Years:

- Mark Richardson,
Water Services Operations Section Director – 5/2



15 Years:

- Gary Miller,
Development Engineer – 5/21



20 Years:

- Casey Rucker,
Police Corporal, Detective – 5/6
- William Katlin,
Meter Technician – 5/14



30-Plus Years:

- Hilario Lopez,
Maintenance Coordinate – 5/9

47 Years!!! Yes, 47! Truly amazing dedication and perseverance by Hilario, who we simply know as ... Larry. In the words of Ms. Sarah Darr, a big fan of Mr. Lopez,

“Larry has a smile for everyone he meets and is an invaluable part of our Housing Staff. His caring and dedication is seen not only in the number of years he has been here, but in his everyday work and the relationships he builds with the people we serve.”

Rock on, Larry, and never stop smiling!



Retirements



Carolyn Pinnick has worked for the City of Flagstaff for 21 years. She started in Community Development in 1999 and moved over to the Flagstaff Visitor Center in 2003.

After much consideration, Carolyn has decided that it's time to retire and spend more time with her family.

In her 18 years at the Visitor Center, Carolyn has helped countless visitors get the most out of their stay in Flagstaff. She is welcoming and friendly to our visitors and her visitor center teammates. We will miss Carolyn, but are excited for her next chapter.

Well done, Carolyn. The very best to you in that next chapter!

Fire Department

- Recognizing our Heroes: City Manager's Excellence Award recipient – Kevin Wiles (left picture below). Lions Club Firefighter of the Year awardee – Kyle Denham (right picture below). Paramedic Engineer received the Chief's Meritorious Service Award this week for his response and patient care overnight on a Mt Elden rescue this past month (lower picture below).



- We had two of our firefighters and one of our future firefighters complete their Paramedic course through FMC. Congratulations to Kate Williams, Justin Roederer, and Jacob Tracy.
- Crews responded to Motel 6 for the report of a person not breathing. Crews from FFD and GMT, along with early CPR from FPD, were able to get a pulse back on the patient. Crews transported him to FMC for further care and evaluation.
- And another life-saving event to report. Crews and GMT responded to a female patient approximately 28 year-old who had overdosed on meth. The patient was not breathing upon arrival. Narcan was administered and ALS care given, and the patient was rapidly transported to FMC and where she is expected to fully recover.
- *Recruit of the Week* for week 5 of the Fire Academy was Gannon Hunt. New personnel in the academy continued with "Search and Rescue" skills and "May Day" emergencies training. We

have the luxury of using the vacant St. Mary School and the old "White House" next door to the school for this training (see picture below).



- Recruit of the Week for week 6 of the Fire Academy was Marcos Trejo from Highlands Fire Department. This week the recruits spent time being evaluated on the past four weeks of skills. Recruits also began ground ladder training (see photo below).



- Crews responded for a CO2 leak with one person feeling faint. The Battalion Chief added GMT and Haz-Mat to the assignment. The crew found that there was a significant leak inside the gas station on S. Milton and were able to transfer care of patient to GMT and shut the large CO2 tank off. The leak was between the outside tank and the soda machine. The building was ventilated and the Haz-mat team was able to confirm that the leak was stopped by using some specialized meters.

- Crews also responded to an alarm sounding with water flow to the mission from a business on Butler Avenue. On arrival crews advised of reports of smoke coming from the building. Initial crews were able to make access and find heavy, “cold smoke” coming from inside. The sprinkler system was activated and kept the fire contained to one area in the building. Crews were able to ventilate the building and remove the large pile of linens that had initially caught fire. Six fire units and two Battalion Chiefs were on scene for almost two hours working on this fire. There was no damage to the building, but there was significant damage to the contents therein. There were no injuries, and the cause of the fire is under investigation

Human Resources

- Human Resources is working on the implementation of the Neogov LEARN module to provide online training to City employees.
- In a bit of a milestone, HR is finalizing pay plan structures for Police and Fire and determining where all employees will fit into each pay plan in July 2021.

Police Department

- A very compelling message from Caleb Beath:
On the late afternoon/early evening drive home from work on April 12, I had stopped to grab dinner to go in downtown. After grabbing dinner for the family, I made the walk back to my vehicle south of the tracks. I noticed an officer helping an elderly lady into his patrol car along with her suitcase. I stopped and asked the officer if everything was OK and if I could help. He identified himself as Sergeant Lavelle and stated that everything was fine and she just needed a ride home from the station as she didn't know how to hail a Uber or Lyft that most of us typically do these days. The officer mentioned that he was just going to give her a ride home. I thought to myself, "What an awesome gesture by an officer of the law to help an elderly woman get home from the train station." Time to focus on some positivity and commend police officers for having humility in this world. Try not to always focus on the negativity, there is a better world out there for all of us, including in Flagstaff. Thank you, Sergeant Lavelle, for your hard work and dedication to the City of Flagstaff. You deserve to be recognized for some positive light in a dark world right now.



- Lt. Darr and staff worked on a crime prevention through environmental design survey for the Mountainside Village Apartments.
- Officers began woods watch patrols in response to the dry weather and fire danger. Mostly abandoned camps found so far.
- On May 3rd Flagstaff Police received a call for service from a citizen stating a male pointed a gun at them in the area of the Coconino Community College on N. Fourth Street. After pointing the gun at the citizen, reports indicated the male placed the handgun into his pants waistband and ran toward N. Fourth Street. Officers responded to the area, with Sergeant Lavelle and Officer Castaneda being first on scene. Sergeant Lavelle and Officer Castaneda quickly located the individual and attempted to stop the male just north of the Circle K on N. Fourth Street. The male refused to obey Sergeant Lavelle's and Officer Castaneda's commands to stop; and ran south in an alleyway behind the Circle K on N. Fourth Street. In this instance, Sergeant Lavelle and Officer Castaneda received information the male had just pointed the handgun at individuals; which gave rise to the concern of further victimization of community members at the Circle K, as it is very busy during the time of this incident. Sergeant Lavelle coordinated the responding officer response via radio while Officer Castaneda continued to pursue the male on foot. Witnesses described the male as running from police in the alleyway while having the handgun in his hand.

Officer Holland observed the male near the Circle K entrance and immediately began providing verbal commands to the male. The male refused to obey verbal commands and continued walking away from Officer Holland with his hands raised above his head. Sergeant Almendarez positioned his patrol vehicle ahead of the male and initiated contact with the male. The male continued to refuse commands, walking directly at Sergeant Almendarez. Sergeant Almendarez was able to protect himself by grabbing onto the male and controlling him to the ground. Officer Holland and Sergeant Almendarez were able to place the male into handcuffs and prevent any further escalation of the incident. Once the suspect was taken into custody officers learned he was no longer in possession of the gun. The gun, a .45 caliber handgun was later found along the route the suspect had taken while fleeing from the officers.

It goes without saying that this incident could have had an entirely different outcome. However, as a direct result of the experience, training, and professional policing the police officers involved in this incident exhibited, the male was taken into custody without any injuries or deaths occurring. Sergeant Lavelle, Sergeant Almendarez, Officer Holland, and Officer Castaneda are all to be commended for their response and actions during this incident. Their actions in this case exhibited their commitment to public safety, professional policing, and upholding the Mission of the Flagstaff Police Department.

Photos to follow, in order of left to right top, and left to right bottom: Sgt. Nick Almendarez, Sgt. Mike Lavelle, Officer Zak Holland, Officer John Castaneda.

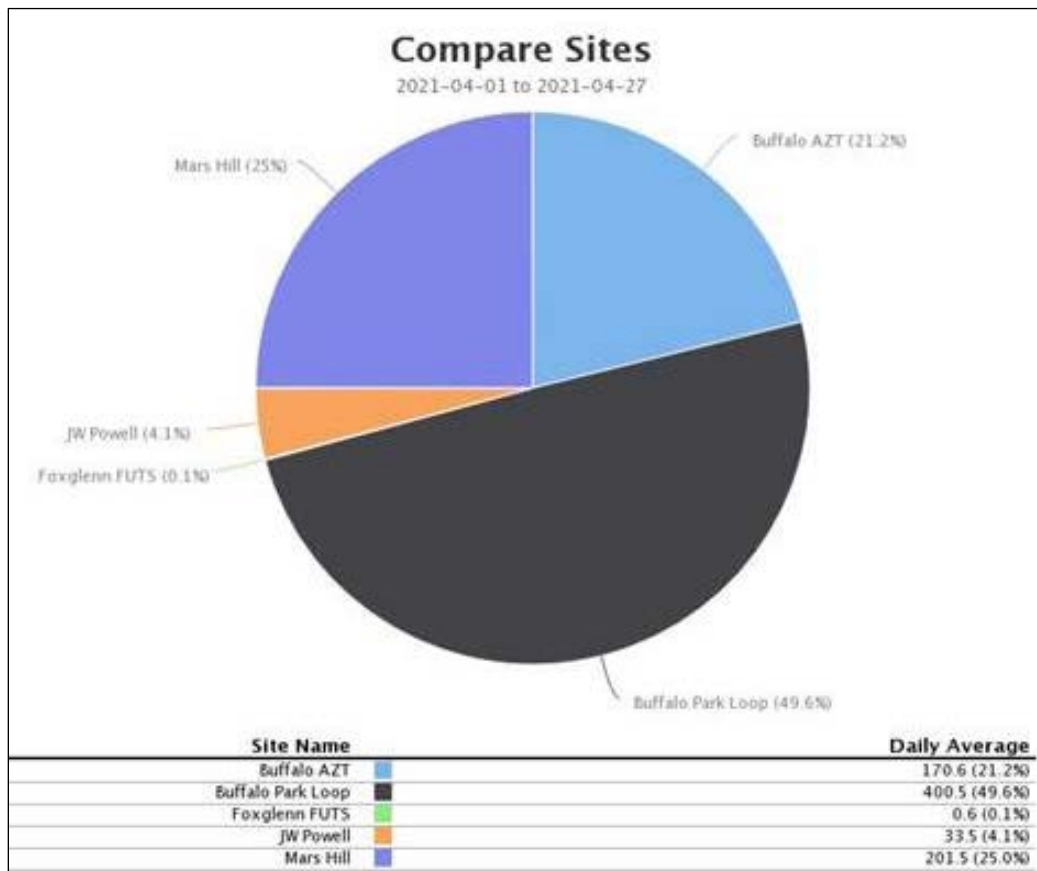
Thank you all for your safe and professional response to a violent action involving a firearm, which resulted in no injuries!



Public Works

- The EUROW team is excited to advance the construction of a mid-block crosswalk on Aspen Avenue between Leroux and San Francisco that will connect the alley across the street to Heritage Square. Construction will begin next week and will be complete by May 14, 2021. Public Works will then coordinate the crosswalk design, which will resemble bricks but is an applied product, in some ways similar to the vinyl applications used by our internal Signs and Markings team. Many thanks to our partners in Engineering and Capital Improvements and Public Works for delivering the project.
- It's electric, woohoo! Parks purchased our first electric lawn mower, and with the initial usage staff are thoroughly enjoying the small equipment. The mower comes from Husqvarna which is also the manufacturer of an electric chainsaw that staff purchased, tested, and will bring into the rotation. The family of Husqvarna tools share the same batteries making this adventure along with our partnership with Sustainability and the Carbon Neutrality Plan a great way to head down the best path for our community.
- Our community walks, hikes, and rides! Check out the trail counter numbers of five select areas along the FUTS for the month of April. These trail counters are located at Mars Hill, Buffalo Park Loop, Buffalo Park Arizona Trail connection, Foxglenn Park and lastly John Wesley Powell. We did

encounter an issue with the Foxglenn counter and have made adjustments to remedy. Please note the on average usage at Buffalo Park Loop which is 400 per day!



- Our signal and lighting crew installed a radar speed display on Butler, near Mt. Pleasant. The new display is in place as a traffic calming improvement based on speed violations and traffic accidents in the nearby intersection.
- Underground utilities installation at the new long-term airport parking lot scheduled to begin this week.
- And, in the category of 'shiny new things that make some people happy' the Fleet Section's new 12,000 lb. lift is being installed this week (see picture).
- Buffalo Park parking lot will be closed for maintenance beginning on Monday, May 10th. Parks and Streets have partnered on placing millings as a Phase two to the overall maintenance improvement. Phase one was in early March with Streets blading the parking lot. A big thank you to the Streets and Parks coworkers who have worked diligently on ensuring the deferred maintenance project happens for the community!



- The City Hall southern side lawn is unfortunately not going to irrigate this season with the construction activity occurring onsite with the bridge replacement at Route 66. Parks will be seeking direction from Leadership on action.
- Jay Lively staff attended the two-part “How to Have Conversations About Race” webinar, made available through the “Center for Creative Learning” website. The series focused on how to approach discussions on race from all perspectives in a respectful manner.
- Open Space Stewards supported the first of the season Picture Canyon weed pull on May 5th. Volunteers spent over three hours removing scotch thistle along the Rio De Flag.
- The line striping crew is making excellent community progress, they are working well and accomplishing line striping daily city-wide. Below are great images of the striper in action!



- Street sweeper bay construction is scheduled to begin the week of May 10th at the Core Services Yard.
- Lion’s Club Spring Auction, which includes some City equipment will be held on May 22nd.

Meetings

Whitehall

We met with principals from Whitehall Industries on Monday. For the City, Jack Fitchett, Dave McIntire, and myself, attended, along with Gail Jackson from ECONA. Representing Whitehall was Steve Gray, Vice President, and Michael Oaks, the new Plant Manager here in Flagstaff.

Pulliam Ground Leases

The City has been asked to approve transfer of the Pulliam ground leases to a new lessee/transferee. Pursuant to Section 7.1 (c) of the Pulliam ground leases, the City Manager has been delegated authority to approve transfer, upon finding that the proposed transferee is a qualified operator. we are in the process of background review. We met with the Transferee (a Limited Liability Company) this week, and the process is going quite well. Stay tuned on this, as once the process is successfully completed, we will be reporting on the new transferee. The current lessee, Pulliam co-owner Jim Zemezouak, will provide asset management services for six months following the purchase closing. Transferee is also planning to retain Pulliam’s current property manager, property accountant, and day porter following the purchase closing to ensure that operations are not interrupted or affected by new staff needing time to learn proven procedures and established management practices.

CJCC

The Coconino County Criminal Justice Coordinating Council (CCJC) met on May 12th. The meeting agenda is pasted below. The CCJC will be having a retreat in June ... stay tuned for details.

Coconino County Criminal Justice Coordinating Council Meeting Agenda

Location: [Zoom Meeting \(Click Here\)](#)
Or via telephone: 1-253-215-8782 (meeting ID: 916 5289 9572#)

Date: May 12, 2021

Time: 3:00-5:00 P.M.

Officers: Superior Court Presiding Judge Dan Slayton
Flagstaff Municipal Court Presiding Judge Thomas Chotena

Facilitators: The Justice Management Institute (JMI)

Agenda Details:

- | | |
|--|---------------------------|
| I. Welcome | <i>Hon. Judge Slayton</i> |
| a. Roll Call | |
| II. CJCC Restructuring | <i>Hon. Judge Slayton</i> |
| a. Comment of CJCC Restructuring/Bylaws | |
| b. Introduction of New CJCC Vice Chairperson | |
| c. CJCC Associate Members | |
| III. Council Business and Updates | <i>Hon. Judge Slayton</i> |
| a. Approval of April 2021 Executive Committee Minutes | |
| b. Funding for CJCC Position (<i>Joanne Keene</i>) | |
| c. Virtual Courts Hearings Workgroup (<i>Tom Eberly</i>) | |
| IV. Quarterly Justice System Data Report | <i>JMI</i> |
| a. Review of Recent Data Trends | |
| V. June Working Retreat | <i>JMI</i> |
| a. Purpose of Retreat | |
| b. Selection of Priority Areas to Cover | |
| VI. Closing | <i>Hon. Judge Slayton</i> |
| a. Next Meeting Date (Retreat): June 9, 2021 (12:00-5:00) | |
| b. Adjournment | |

Alliance Meeting on May 21

The City is hosting the next quarterly Alliance Meeting on May 21st. The draft agenda is attached (thank you Sarah Langley).

Alliance for the Second Century

Management & Policy Team Agenda

Friday, May 21, 2021

7:30 – 9:00 AM

(Virtual Meeting – TEAMS platform)

1. Welcome & introductions (Mayor)
2. Alliance meeting coordination rotation (Sarah Langley)
3. Agency updates (COVID-19, legislative and FY22 budget updates)
 - a. NAIPTA
 - b. NAU
 - c. FUSD
 - d. County
 - e. CCC
 - f. City (Sarah Langley, Greg Clifton)
4. Other business (Sarah Langley)
5. Adjournment (Mayor)

National Police Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

In 2021, the week of May 9th through the 15th is National Police Week. There have been a few internal events to show for it, including a cameo appearance by the two Deputy City Managers, the HR Director, and myself, with a cart of ice cream and a multitude of toppings, root beer, and ... gummy bears. It was a small gesture, but well received. A heartfelt thank you to our amazing Police Department, and a special thanks to Shannon Anderson, Deputy City Manager, for organizing the event



Visit from Senator Kelly

Senator Mark Kelly visited Flagstaff on May 5 for a discussion with the city, county and Forest Service. The group had a great conversation about the Flagstaff Watershed Protection Project, 4FRI, ongoing flood risk from the Museum Fire scar, ecological forest restoration efforts and living with fire.



Attached Monthly Reports

Council, please find attached three monthly reports. The first is from Sustainability, the second is Economic Vitality, and the third is from Capital Improvements. These are all excellent reads and we will call each of them out for some discussion during your regular meeting.

That's all for now. Onward and upward ...

Month in Review: April, 2021.

HOT TOPICS:

- The Climate Team is busy working on the Climate Neutrality Plan. They have given virtual presentations to and received feedback from over 30 groups throughout the city in the month of April.

CLIMATE ACTION:

- The 5th Carbon Neutrality Plan Survey closed on 4/20.
 - We received 226 responses.
- Two City Council discussions are scheduled in May
 - On May 11th staff will discuss Carbon Dioxide Removal.
 - In response to strong community interest in the Carbon Neutrality Plan, Staff will host a community conversation with the City Council at their May 25th work session. Staff will provide the Council with an updated Plan and results of their outreach efforts. Staff will then invite community members to join the conversation. The final Carbon Neutrality Plan will be considered for adoption on June 15th (pending City Council direction).

COMMUNITY STEWARDS/LITTER PREVENTION:

- Staff hosted an Earth Day neighborhood clean-up event on April 10th. We met at several parks around the community to clean up litter in the surrounding neighborhoods. 66 volunteers attended, and we collectively picked up 50 bags of trash around Flagstaff.
- "One A Day In May" anti-litter campaign begins on May 1st and runs through May 31st.
 - To join, download the free Litterati app from the GooglePlay or Apple store and use the challenge code "1ADAYMAY." Then, when you find a piece of litter, you take a picture of it through the Litterati app and put a litter id tag on it before picking it up to dispose of it properly.
 - At the end of May, the top 3 litter pickers will win prizes.
 - In addition to being a fun competition and keeping Flagstaff litter-free, the data collected by the app will support the Community Stewards program by identifying litter hot spots.
- April Litter Cleanup Data:

Date	# of Volunteers	Total Hours	Bags of Trash	Bags of Recycling
4/3/2021	1	75	1	1
4/10/2021	66	132	50	0
4/16/2021	7	14	2	2
4/17/2021	2	4	3	0
4/17/2021	7	11	6	5
4/18/2021	4	10	3	3
4/18/2021	8	12	4	0
4/23/2021	15	15	11	5
4/23/2021	9	14	1	0

4/24/2021	6	18	4	1
4/24/2021	5	5	2	0
Totals	130	310	87	17

ENERGY:

- The HEE Online Course has been translated into Spanish and is now available.
 - This was part of a capstone project for an NAU student in the Climate Science and Solutions program. Anabeth is a native Spanish speaker that is also pursuing a certificate in translation and science communication and this project helped fulfill some of her certificate requirements.

FOOD SYSTEMS:

- Staff developed a garden workshop series to support new and experienced community gardeners. In May, there will be two workshops at both the Izabel and O'Leary gardens.
- Staff worked with an NAU Public Health Capstone group to distribute doorhangers in the Southside neighborhood advertising the O'Leary St garden and composting opportunities.
- The City and community partners (FUSD, Terra BIRDS, Cooperative Extension) were awarded the Green Schoolyards Technical Assistance Grant. Over the next 30 months, we will receive assistance and funding along with an opportunity to collaborate with cohorts in other cities across the country.
- Staff processed five backyard livestock keeping permits - a 25% increase in the total number of permits since October 2020.

MATERIALS MANAGEMENT:

- Staff met with community stakeholders to discuss the scope of work and planning for a transition of the MRF to a transfer station. Staff will be incorporating feedback and releasing the scope of work to potential consultants in the coming month.
- The Drop Off Day, Dump the Drugs, and Shred-A-Thon event took place on April 24th, 2021 from 10:00am until 2:00 pm at the Flagstaff Police Department.
 - There were five volunteers assisting and over 350 households attended the drive through event.
 - Items available for collection included expired/unwanted medications, syringes, paper for shredding, batteries, lightbulbs, electronics, and aerosol cans for recycling. Staff collected 1279lbs batteries, 72 pounds of CFLs, 109 Fluorescent tubes, and 136 pounds of aerosol cans, and shredded 9,000 pounds of paper. This resulted in 67.5 trees saved, 1710 gallons of oil saved, 13.5 cubic yards of landfill unused, 18 kw saved, and 31,500 gallons of water saved.
- Another Fix It Clinic event will be hosted on May 1, 2021 at 10:00 am to 2:00 pm at the CoCo-Op Flagstaff Maker Space on Kaibab Lane. Twelve fixers have volunteered to help. This event is by appointment only, and as of Thursday, April 29th, there are 18 registered.

SUSTAINABILITY COMMISSION:

- In the meeting on April 22nd, the Commissioners heard a presentation on the Regional Plan by Sara Dechter, an update on APS carbon free energy commitment from Judson Tillinghast, an update on a presentation given to City Council by Chair McCain, and updates on Staff activities and the Neighborhood Sustainability Grants given by Marissa Molloy. The Commissioners also voted to adopt the following Mission and Vision statements:
 - The Vision of the City of Flagstaff Sustainability Commission is to create a culture and community that thrives in response to the climate crisis.
 - The Mission of the City of Flagstaff's Sustainability Commission is to advise Sustainability Section Staff on matters related to climate and sustainability, support community projects through Neighborhood Sustainability Grants, and provide feedback to the City Council on sustainability issues.
- Next meeting: Thursday May 27th, 2021, 4:30pm-6:30pm

SOCIAL MEDIA

- The top post on Facebook in April was about signups for the Community Gardens, which received 93 reactions, two comments, and 21 shares.



- The top posts for Instagram were a video on the HPC before the drop off day event and a post about the Outdoor Mamas' clean up efforts. They both received 49 likes.



figsustain • Following ...

figsustain Are you planning to come out to Drop-Off Day tomorrow? Just a reminder that we will not be accepting paint at this year's event. That said, you can visit our friends at the Hazardous Products Center, where they can take paint and many other items Monday-Saturday, all year round.

6d

flagstaffcommunitymarket Thanks for the info-

6d Reply

305 views

6 DAYS AGO

Add a comment... Post



figsustain • Following ...

figsustain How did you spend your Earth Day? The Outdoor Mamas and their little ones spent it outside cleaning their section of FUTS!

Interested in organizing a clean up event or adopting a section? Learn more on our website 📌

<https://www.flagstaff.az.gov/3261/Community-Stewards-Program>

3d

49 likes

3 DAYS AGO

Add a comment... Post

AIRCRAFT RESCUE FIREFIGHTING RECRUITMENT: Airport Staff held interviews to fill two Aircraft Rescue Fire Fighter/Operations vacancies. They selected two candidates and backgrounds have begun on the two candidates. They also selected 3 other potential candidates for a future vacancy.

AIRPORT PROGRAM MANAGER HIRED: Airport Staff, with the help of the Airport Commission Vice Chair, interviewed and selected a candidate for the New Airport Program Manager position. Brian Gall, Project Manager in Community Development, was selected and has accepted the position. Brian came to the City with a background as a project manager/Civil Engineer for Kimley-Horne. While with Kimley-Horne he managed grant funded projects for the Flagstaff Pulliam Airport. He will begin with the airport in mid-May.

ANNIVERSARY: Piedmont Airlines, who serve as the ground agents for American Airlines in Flagstaff, celebrated their 10th Anniversary in Flagstaff this month. They also brought back the 6th daily flight to Flagstaff (the level prior to COVID).

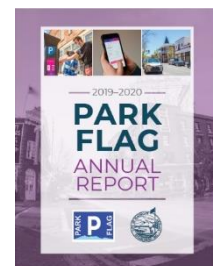
SOUTHWEST CHAPTER OF THE AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES (SWAAAE): The SWAAAE board met this month. The Airport Director is a former Executive Board Member and still serves on three Committees. The Education Committee, Strategic Planning Committee, and The Membership Committee as the first past Chairman.

CARES ACT PROJECTS CONTINUE: Contracts were signed for the Six Job order Contractors to perform vertical and horizontal work on the airport, which will be funded through reimbursable CARES Act funds. Some of the first projects will include work on the aircraft storage hangars, the terminal ramp, and structural improvements to the terminal.



PARKFLAG:

- ParkFlag, alongside with the DBA and Discover Flagstaff, completed several drafts of the ParkFlag annual report. We are currently waiting on a final review and edits.
- Parking Aides resumed normal enforcement, issuing one pay to park warning, then a citation.
- ParkFlag resumed parking occupancy counts. Counts occur on Wednesdays and Saturdays. This information is helpful in determining the number of parking spaces we may need to add to inventory in the future. Currently, the parking capacity is approximately 50% daily. The core is at 90%, outlying areas of the paid district remain open and available.
- ParkFlag re-designed the curbside pick-up signs. They will replace the existing weathered signs. ParkFlag, along with Finance, IT and Customer Service teams, met with Passport's implementation team. We discussed next steps of the back office and enforcement software integration process and developed an action item list. We will continue to meet with Passport on a weekly basis starting in May.
- ParkFlag staff removed graffiti and stickers from several kiosks downtown in April. Staff continues to sanitize kiosks daily.



BEAUTIFICATION AND ARTS & SCIENCE:

SELF-GUIDED TOURS: Our VISTA member completed two ***NEW*** self-guided art tours, one for biking and one for walking! These will be featured in Flagstaff Business News soon. We anticipate a new driving tour in the future to include more of the city. Thanks to Discover Flagstaff for partnering with us on this. The maps are available here:



<https://www.flagstaffarizona.org/things-to-do/arts-culture/public-art/>

FLAGSTAFF AND MOON TREES: Staff met with Lowell and other organizations about Flagstaff's 'Moon Tree' and the program, if and how to update and promote (this is for tree seeds that went the moon and then were planted in Flagstaff and across the country).

BEAUTIFICATION IN ACTION GRANTS: Staff notified all five applicants (a downtown business owner, the Juvenile Courts, the Murdoch Center, the East Flagstaff Community Library, and the Bonito Street Community Garden) that they are moving forward to present to BPAC in May. BPAC will determine which applicants receive funding at that May meeting.

ARTS & SCIENCE COMMITTEE OF FLAGSTAFF ARTS COUNCIL: Staff reviewed over 30 community applications for nonprofit art, culture, and science funding for general operating support. The funding is entirely flow-through from the City's Bed, Board and Beverage tax.

WAREHOUSE ORGANIZING: Community Investment staff partnered with the Downtown Business Alliance and Parking staff to organize beautification materials at the Coconino Warehouse. Fun was had by all!

PROJECT UPDATES

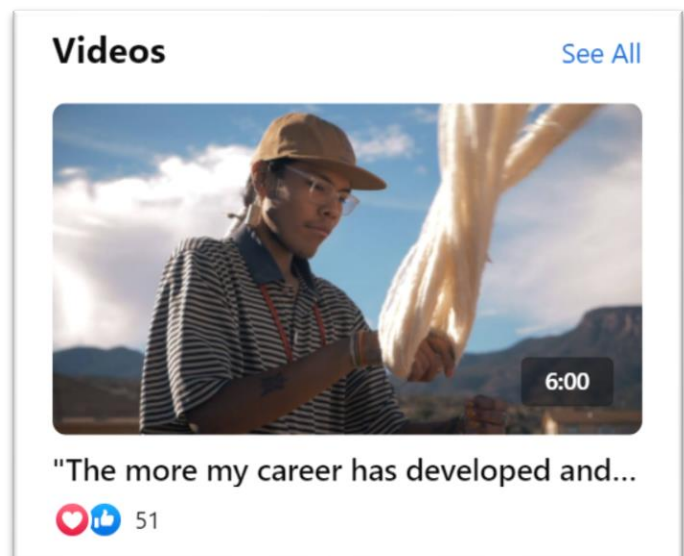
- **Bus Ad Project for Climate Change and Hope – Call for Artists now Live! Please help spread the word about this opportunity.** For info or to apply, visit <https://www.flagstaff.az.gov/4411/Artist-Opportunities>
- **Library Entry Plaza:** Staff gathered and led several community focus groups that were supportive of the artist's latest preliminary concept. Staff presented at various Commissions, including the Beautification and Public Art Commission and Commission on Inclusion and Adaptive Living. An overall update of this project (the art component as well as the overall design) go to Council on May 11.
- **Flowers and Expanded Use of Right-of-Way:** Staff worked with procurement to select a successful flower vendor for the 2021 season! Discover Flagstaff designed some 'Flagstaff'-specific signage to celebrate our city on the side of the new, large movable planter boxes. The flower program will also include the Southside this

year. Staff ordered additional wine barrels, baskets, and brackets (made by local metal artisans) for the program.

- **Airport Parking Lot Art:** Staff set meetings for two focus groups of community stakeholders to hear artist presentation of his preliminary art concepts and presented the results at the May BPAC meeting. Artist submitted preliminary art concept to design team for feedback.
- **Courthouse Art Piece:** Artist received permit to install and initiated fabrication of the piece. Artist submitted lighting proposal. Installation of the piece is anticipated in June, with lighting installation to follow.
- **Downtown Connection Center Art and Beautification** – The site plan continues to evolve as community stakeholders voiced support to Council to keep civic space included. Design team and internal City teams met on ideas of where to locate the civic space given evolving design that could include a parking structure. Staff worked on site visit for artists scheduled for May 11-13.
- **Traffic Signal Cabinet Art Wraps: Year 2:** Staff presented locations for BPAC approval, which was given.
- **Little British Phone Booth Library:** The recession finance team approved this project to move to the next step of the required public surveying on interest and location requested by BPAC. If the surveys show public support, we anticipate moving forward with this project.

HIGHLIGHTED APRIL ACTIVITIES by NONPROFITS SUPPORTED by CITY BBB TAX FUNDS

Check out this **BEAUTIFUL** video from MOCAF (Museum of Contemporary Art Flagstaff) as part of their 'Creative of the Month' Series featuring an Indigenous young weaver Tyrrell Tapaha. Video is available [here](#).



ECONOMIC DEVELOPMENT: (Business Attraction, Retention & Expansion)

BUSINESS ATTRACTION:

Attraction Efforts:

- **UACJ Whitehall Industries:** Is currently executing several building permits and will be looking to fill over 120 positions in the next two months. They recently hired their new plant manager, Michael Oaks, a local who has lived in Flagstaff for the past seven years. Their tenet improvements have begun at the former Walgreens building and a ribbon cutting ceremony will be scheduled once the necessary construction is completed. We will be sure to send out an invitation to you all so we can celebrate their official opening together!
- **Katalyst Space Technologies:** Will begin moving into their new home on Innovation Mesa at the Business Accelerator (NACET) at the beginning of May. Katalyst is currently working on getting their team to Flagstaff and will hire several new employees and interns to support their growing aerospace business. Staff recently met with Flagstaff Business News and Katalyst to discuss their recent decision to Choose Flagstaff. There will

be an article highlighting Katalyst and this decision in FBN in the coming weeks that we will be sure to share with you.

Incentives:

- The Sustainable Automotive Tax Rebate was designed to assist our local dealers and boost sustainable action in our community. This incentive has encouraged several local dealers to enhance their stock of electric vehicles and there are currently over 14 new reservations for fully electric vehicles that will be purchased in the coming months. To date there have been 9 successful applications.
- Revised versions of these incentive policies will be proposed to Council at the start of May. Staff hopes these alternations will make these incentives even more attractive to applicants and businesses, while also making the actual application process more intuitive.

Airport 31.45 Acre Parcel:

- The Airport 31.45-acre master development process is well on the way! Staff has been meeting with Genterra regularly for the past three months and we have been negotiating this parcel's development. A reimbursement agreement will be coming to Council at the start of June which is the first of three agreements in this process. Over the next few months staff will also be bringing a ground lease and master development agreement to Council. We hope to have this site shovel ready by Spring/Summer of 2022.

Other Projects:

- Staff coordinated with ECoNA, NAU, and Moonshot @ NACET, over the past several weeks to create a video that will serve as a business attraction tool. The focus is on our expanding biomedical field, and will also highlight the 32-airport parcel, city incentives, and various successful businesses and leaders within this sector. This video was featured at the Flinn Foundation event this past month. A link to the video is below if you would like to check it out: https://drive.google.com/file/d/1wszCNVsH1mgUCkFiL1ElGTLG_hToHL27/view?usp=sharing
- Staff has recently executed a contract subscription with Global Site Locations Industries (GSLI). This company serves as a site selector and a facilitator for businesses that are seeking relocation or expansion. This new tool will be a huge benefit to the Business Attraction program, directly connecting the City with businesses that are searching for a new home.

BUSINESS RETENTION & EXPANSION:

ARIZONA DAILY SUN ARTICLE ON THE STATE OF FLAGSTAFF: Economic Vitality staff worked together to provide a comprehensive view of the local economy including information on the Bed, Board, and Beverage revenues and new businesses that have entered the market.

FLAGSTAFF BUSINESSES EXPANDING: Two separate business owners are looking for space to grow.

- A custom camper shell manufacturer and an owner of two businesses in Flagstaff need larger facilities to accommodate their growth. Staff connected both to Genterra Enterprises which holds the master development contract for the 31.45-acre development at the airport.
- Genterra recently has done a great deal of research on available properties and will be helpful in identifying possible locations for both expansions.

MOONSHOT@NACET BUSINESS OF BIO BOOTCAMP: Staff attended the recent Business of Bio Bootcamp which was a weeklong series of events. A stellar lineup of entrepreneurial powerhouses and subject matter experts in the bio

sciences sector met virtually each day walking attendees through the necessary steps and skills to transform technology and invention into a viable company. Presenters and topics were the following:

- How to Prepare Financials, instructed by John Kalinich - Sponsored by Moonshot
- Accelerating Development and Manufacturing, instructed by Nathan Friedman - Sponsored by W. L. Gore & Associates
- Direct Sales vs. Distribution, instructed by Dan Kasprzyk - Sponsored by POBA Medical
- Gorilla Hiring and Recruiting, instructed by Joe Mullings - Sponsored by The Mullings Group
- Intellectual Property Protection, instructed by David Johns - Sponsored by W. L. Gore & Associates

NEWLIFE FOREST RESTORATION: NewLife Forest Restoration invited regional partners to join in the celebration of the grand opening of their facility which will provide full forest profile capabilities; another way to say that is that the facility will be able to process small limbs, the largest of trees and everything in between.

- The event was well attended with representatives from Kirsten Sinema's Office, from Senator Kelly's Office, and from the Arizona Commerce Authority among others.
- Elected officials also attended: Supervisors Matt Ryan, and former Supervisor Art Babbott, and current Flagstaff City Councilmember Regina Salas.
- Councilmember Regina Salas presented the NewLife Forest Restoration CEO Ted Dergousoff with a proclamation from the Mayor and Council recognizing the impact of the forestry industry returning to the region.



COMMERCIAL KITCHEN EXPLORATIONS with MOONSHOT & LOCALFIRST: BR&E staff convened representatives from MOONSHOT@nacet and LocalFirst Arizona to discuss commercial kitchen opportunities.

- BR&E Staff and Moonshot have both worked with a growing number of entrepreneurs and chefs who are interested in the creation and management of commercial kitchen space in Flagstaff.
- LocalFirst Arizona has successfully implemented commercial kitchen space in Mesa and is interested in bringing a similar model to Flagstaff.

RESTORATION SOILS: BR&E staff attend the recent pre-application meeting for Restoration Soils to begin operations in east Flagstaff.

- Restoration Soils will process low value forest materials into higher value products. This critical business will complement the growing forestry industry in Northern Arizona.

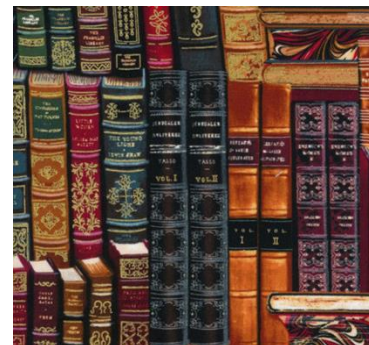
ARIZONA ARTS PASSPORT: The Arizona Association of Economic Developers (AAED) is exploring a statewide arts project to bring world class artistry to participating Arizona communities.

- Inspired by the Wings of Nashville mural, AAED members have been exploring ways to advance the arts and to increase tourism in Arizona. The team is meeting regularly to contract with someone who may be able to coordinate unique projects with a similar theme throughout numerous Arizona communities.
-



LIBRARY MONTHLY STATS: From February & March 2021...

	February	March	Difference
Unique Borrowers	1,501	1,726	+15%
Curbside Checkouts	15,185	17,599	+15.9%
Phone-in Reference	1,334	1,527	+14.5%
Note: these numbers are a month behind due to reporting timeframes			



EAST FLAGSTAFF COMMUNITY LIBRARY (EFCL) & NACA: We gave a virtual presentation to NACA's L.I.F.E. Program participants about the new seed library and it was greeted with much enthusiasm! We are also collaborating with NACA's Shonri Begay to host a virtual talk on Indigenous Gardening over the summer.

EFCL ACTIVITY KITS: We continue to get excellent feedback on our activity kits for pickup. One parent wrote in our survey: "Crafty kits are awesome! ...They had all the instructions and all the materials! My third grader was able to read and understand all of it in order to help her kindergarten sister do the entire craft. They were occupied for a couple of hours making the craft and then playing with it. I love it! They followed instructions, gained fine motor skills, worked together, and made a cute craft. My kids were well entertained with creative, educational fun while I got to make dinner without interruptions... This was such a beautiful way to make sure our kids are still being involved in creative activities when adults have lost their motivation at this stage of the pandemic! Plus, this craft was way cooler when it came in a packet from the library instead of me giving it to my kids."

EFCL LGBTQIA+ Book Talk: Felicia Fiedler hosted a Book Talk in collaboration with NAU's IMQ office for NAU's PRIDE month which was well-received. One patron commented, "I really enjoyed the program as a whole! It was so nice to get so many good book recommendations and the host was wonderful. Thank you for donating your time and energy for this!"

UPDATED ACCESSIBILITY TO WEBSITE: An accessibility menu has been added to the library's website to make it more useable. The new feature lets users adjust contrast, text size and spacing, highlight links, use Dyslexia friendly font, and other adjustable aspects.

CURBSIDE HOLDS PICKUP: We had to replace the duct tape distancing squares for our pickup locations. It's hard to believe we've been doing this for over a year! The old squares were completely worn out.

STAFFING UPDATE:

- **Circulation:** We hired two new temp pages, Emma Winn and Hana Curtis. This is a much-needed staffing boost to our paging crew as basic shelf maintenance has gone by the wayside in the past year due to staffing shortages. We are very glad to add them to the library team!
- **EFCL New Staff:** Sarah Andrews, formerly a PT Clerk, was promoted to a FT Clerk. Congrats Sarah! Nizhoni Le joined our team on 4/26 as a PT Work Study Library Aide (through CCC's federal work study program). We are excited to have her!

SORTING CODES: Circulation has been updating the collection sorting codes on the Automated Machine Handling system as the Youth Services codes have changed. It's been a good training exercise for staff.



TOURISM & VISITOR SERVICES

LODGING METRICS: (From March – Note: we always report a month behind)

- **Occupancy:** 71.2%
- **Average Daily Rate (ADR):** 37%
- **Revenue per available room (RevPAR):** 134.5%

Following are the metrics used to evaluate the health of the accommodations sector.

The occupancy and ADR (average daily rate) have been improving YOY, month-by-month, since the low of April '20. March, like February, was a very strong month compared to any March in recent history. The traditional accommodations (Hotel, Motel, Campground) experienced high demand for the marketplace compared to historical data for this same month. There was strong drive-market demand for the high-country of Arizona, including, and especially. With this comes the responsibility of messaging how we want the public to visit – and the team has done a great job of this as well. *Note: Included is 2019 to give the reader a pre-COVID comparison of the month being evaluated.*

March	2019	2020	2021	Diff
OCC	75.1	46.3%	79.3%	+71.2%
ADR	\$98.1	\$82.41	\$112.89	+37.0%
RevPAR	\$73.68	\$38.18	\$89.56	+134.5%

VISITOR SERVICES:

- **FY21 To-Date:** This fiscal year there have been 63,071 Walk-ins to the Visitor Center for a decrease of 40% over FY20, retail sales are at 180,396 for a decrease of 11% over FY20.
- **Model Train:** Model Train ran 147 times in the month of April.

April	2019	2020	2021	Percent of change over 2019
Walk-ins	9,774	0	8,445	-14%
Retail Sales	\$25,109	0	\$27,062	8%

Carolyn Pinnick Retirement



Carolyn Pinnick has worked for the City of Flagstaff for 21 years. She started in Community Development in 1999 and moved over to the Flagstaff Visitor Center in 2003.

After much consideration, Carolyn has decided that it's time to retire and spend more time with her family.

In her 18 years at the Visitor Center, Carolyn has helped countless visitors get the most out of their stay in Flagstaff. She is welcoming and friendly to our visitors and her visitor center teammates. We will miss Carolyn, but are excited for her next chapter.

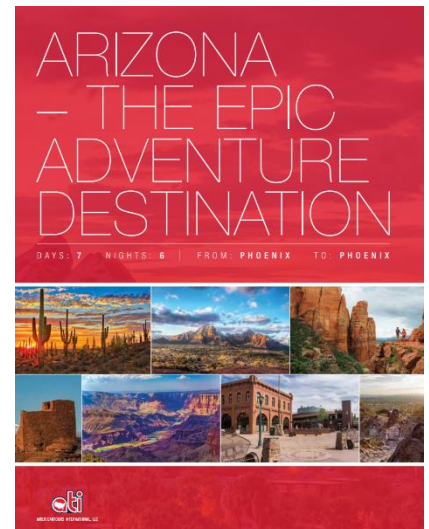
TRAVEL TRADE:

MEETINGS/EVENTS:

- Brand USA Virtual UK/Ireland Show – 33 zoom appointments with International Travel Companies
- Delta Vacations Meeting – potential for adding 2-3 Flagstaff hotels for vacation program
- CelticRnR Tours – 2022 Flagstaff program (potential 5-night package)
- Arizona Sister Cities Quarterly Meeting
- Visit USA Parks Writer for May/June UK/Germany Campaign – 3 days of gathering images/content
- Sunrise Tour Group – Meet & Greet/Welcome Bags (25 passengers on tour/2-night stay)
- Stakeholder Meetings: Ascend, Little America, BW Pony Soldier, Marriott, SWHM, Greentree, Sonesta, Doubletree

MARKETING & MEDIA:

- American Tours Int'l – Campaign webinar/210 travel agents attended educational webinar
 - AZ package put together for the American Tours Int'l campaign, which was a Co-Op with AOT, Sedona Chamber of Commerce, and Salt River Pima Community.



MEETINGS/EVENTS/CONFERENCES:

- **CONFERENCE/ROOMS LEADS:** Staff sent four leads for 1,115 room nights for a total estimated economic impact of \$277,635.
- **MEETINGS:** Staff attended the EUROW Meetings, the FLP executive board meeting and Full board meeting, sister cities annual meeting, Flagstaff Arts Council board meeting, met with meeting planners for the leads sent, and had meetings with Little America, High Country Conference Center and Doubletree DOS's.
- **ASSISTS:** Staff assisted at the Visitor Center and assisted a bachelor party and non-profit retreat plan their stays in Flagstaff.

MARKETING & MEDIA RELATIONS: (April produced 28 print articles and 191 digital articles.)

April reported digital coverage once again leading the way as interest and confidence in travel continues to gain momentum with post-pandemic excitement.

- Flagstaff remains top of mind as a road trip destination to national monuments and the outdoors in digital articles were published on msn, yahoo, travelawaits, and outside.
- April broadcasting programs about Flagstaff including Arizona Highways Television and the Travel Channel re-airing *Most Terrifying* episodes featuring the Hotel Monte Vista. Fox 10 News broadcast a segment on the collaboration brew between Arizona Game and Fish and Mother Road Brewing. PBS in Ohio broadcast the *Seeing the USA* program with host Brandy Yanchyk that Discover Flagstaff hosted pre-COVID to film local artist George Averbeck and downtown Flagstaff.
- Print included an article from Your Money Geek titled the *Most Iconic Road Trips in Every State* highlighting Flagstaff's college culture and star gazing at Lowell Observatory. The Washington Post published *6 alternatives to America's most popular national parks* online and in print directing visitors to Sunset Crater Volcano National Monument and Walnut Canyon National Monument.

Print (circ: 141K/value: \$5k) Broadcast (reach: 1.8m/value: \$17K) Digital (reach: 442m/value: \$4m)

International Coverage (circ. 456m/value: \$4.2M)

See below for some article highlights, please enjoy reading them:

10 Best Road Trip Itineraries in the United States: <https://www.msn.com/en-us/travel/tripideas/10-best-road-trip-itineraries-in-the-united-states/ss-BB1fchKY#image=7>

The 60 Most Scenic Drives in America: <https://www.yahoo.com/lifestyle/60-most-scenic-drives-america-144500791.html>

5 Amazing Cliff Dwellings to Explore in U.S. National Parks: <https://www.travelawaits.com/2563004/us-national-park-cliff-dwellings/>

The ultimate cross-country road trip for LGBTQ travelers (Flagstaff stop 3):
<https://matadornetwork.com/read/ultimate-cross-country-road-trip-lgbtq-travelers/>

6 alternatives to America's most popular national parks: <https://www.washingtonpost.com/travel/tips/national-park-summer-trip-ideas/>

The most charming and historic downtowns in America: <https://www.msn.com/en-us/travel/tripideas/the-most-charming-and-historic-downtowns-in-america/ss-BB1cUm5i#image=6>

9 New U.S. Trails You Should Hike This Year: <https://www.outsideonline.com/2421974/new-american-trails-2021>

The Best Pizza in Every State: <https://www.foodandwine.com/travel/restaurants/best-pizza-every-state>

The 17 best hikes in Arizona: <https://www.lonelyplanet.com/articles/best-hikes-in-arizona>

Day Trips: Lowell Observatory, Flagstaff, Arizona: <https://www.austinchronicle.com/columns/2021-04-23/day-trips-lowell-observatory-flagstaff-ariz/>

WEBSITE:

Analytics compare 2021 to pre-COVID 2019:

- **Domestic visitation increased 55%:** Metro-Phoenix is up 51%, CA up 120% (led by LA, San Diego), TX was flat, NV up 209% (Vegas).
- **International visitation is seeing positives:** MX is up 100%, UK is up 40%.
- **Organic search:** Up 193%
- **You Tube:** Up 60% and Trip Advisor saw small growth
- **Webcam, Things to Do, and City of 7 Wonders:** Were top performing pages and there were 3,408 Visitor Guide requests.

As people are feeling better with the controls around the pandemic, people are engaging less with our travel advisories which seems to reason, it has dropped to #9 most visited page.

EMAIL CAMPAIGN:

Month-over-month comparisons:

Email campaign benchmarks are set at 17% open rate and 3% CTR by trustworthy sources such as Hubspot, Mail Chimp, and Campaign Monitor. The Discover Flagstaff email campaign will reach its year anniversary in July 2021, the Flagstaff Local email campaign will reach its year anniversary in February 2022.

- The Discover Flagstaff email drip campaign saw a 25% decrease in open rate and a 66% increase in click thru rate (CTR). The new overall average open rate is 28% with an average CTR of 10% for all emails. These are both still surpassing the benchmarks stated above. There is going to be a resend to non-openers May 5, at 4pm, which will be boosting these open and click-through rates metrics.
- The Flagstaff Local e-newsletter saw a 16% decrease in open rates and 12% decrease in CTR. The email was sent in the afternoon opposed to morning; I will be sending our May email at 9am this month with hopes of higher open and engagement.

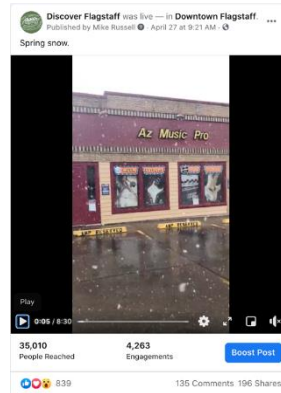
SOCIAL MEDIA:

Data compares year-over-year performance:

- **Facebook drops -1%** when compared to last year, holding at 3% compared to previous 2019.
- **Twitter impressions** are low due to high-ranking impressions on a post last April that celebrated "The 5 Best Trail Running Towns to live in the USA 2020."



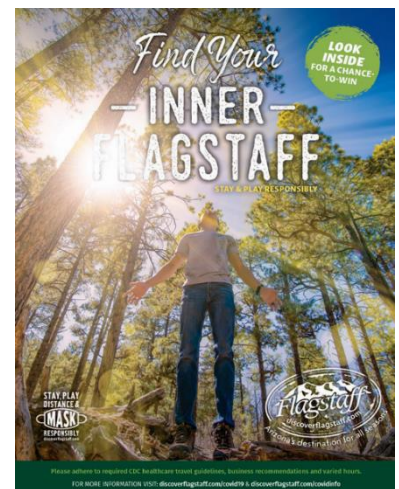
- **YouTube** - We are holding flat at 5% due to the popularity of videos that remain up on our YouTube channel. Highest ranking for April is the Hero video that can be seen on our homepage. 1,549 views in April.
- **Branded IG posts** compete with UGC non branded posts from last April which typically do better on Instagram.
- **Flagstaff Happenings subscriber rate:** Is holding down due to a recent cleaning of old or bounced emails that brought down the number of subscriptions.



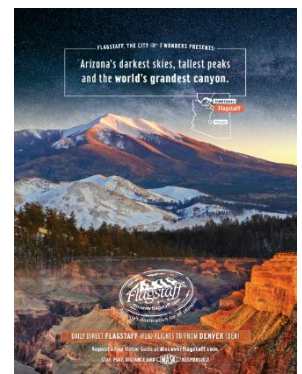
CREATIVE SERVICES:

ADVERTISING:

- **ACT OF KINDNESS:** Finalized the designs and ordered materials for Acts of Kindness
- **AZ REPUBLIC INSERT:** Designed a 4-page summer insert and sticky note for the Arizona Republic
- **HIGHLANDS LIVING ADVETORIAL:** Designed a pet-friendly advertorial for Highlands Living
- **LOCAL NEWSPAPER ADS:** Created local print ads promoting 'Wipe the Smile' for the Arizona Daily Sun and Flagstaff Business News



- **NATIONAL MONUMENTS:** Produced digital ad campaigns for AdTaxi and TripAdvisor that included 8 National Parks & Monuments, Pledge Wild, wildlife watching map (Mother Road partnership), trails, carryout/dine in, and Lowell phased reopening
- **STAY AND PLAY:** Stay & Play Sweepstakes and 2021 Flagstaff Festival Sweepstakes.
- **I'M FIRE AWARE STICKER:** Created a sticker that will be available for kids to pick up for free at the Visitor Center



OTHER CREATIVE:

- **PATH TO CARBON NEUTRALITY LOGO:** Completed logo for use in advertising, social and for Sustainability.
- **2021 FESTIVALS:** Continued to update calendar handout as festivals are confirmed.

- **FLAGSTAFF MOON TREE:** Met with new committee to discuss the possibility of propagating a new tree seeding from one of the original seeds taken to the Moon on Apollo 14.
- **DOWNTOWN PLANTER BOX SIGNAGE:** Designed 5 sign designs currently in production stage. They will be installed on the 4 planter boxes/traffic barriers downtown.

OPTION A



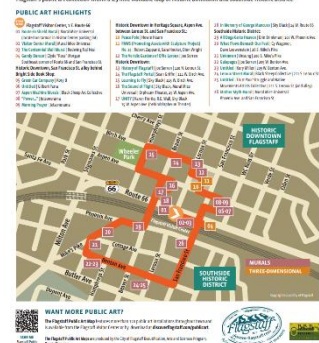
- **PUBLIC ART BIKING TOUR and WALKING TOUR MAPS:** Produced and printed tour maps in collaboration with Beautification, Arts & Sciences.
- **PUBLIC ART MAP:** Photographed new public art around town and procuring bids for reprint.

CITY JOBS:

- **BOOK VENDING MACHINE:** Designed a mockup of a book vending machine wrap
- **PARK FLAG ANNUAL REPORT:** Created the 19-20 Park Flag Annual Report design
- **LOBBYING PACKET:** Designed and formatted the 2021 Federal Lobbying Packet for city council

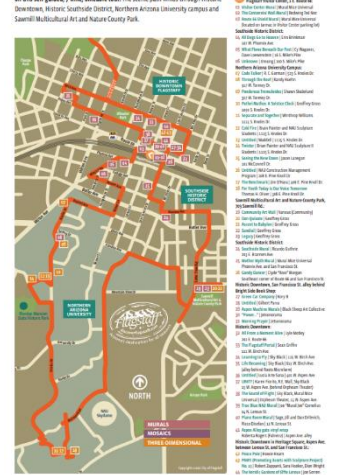
FLAGSTAFF PUBLIC ART WALKING TOUR

The City of Flagstaff is full of color and beauty, and boasts some of the best murals in Arizona. Explore more than 20 pieces in Flagstaff's public art collection within a 3.5 mile walkable loop of Historic Downtown and Southside Historic District.



FLAGSTAFF PUBLIC ART BIKING TOUR

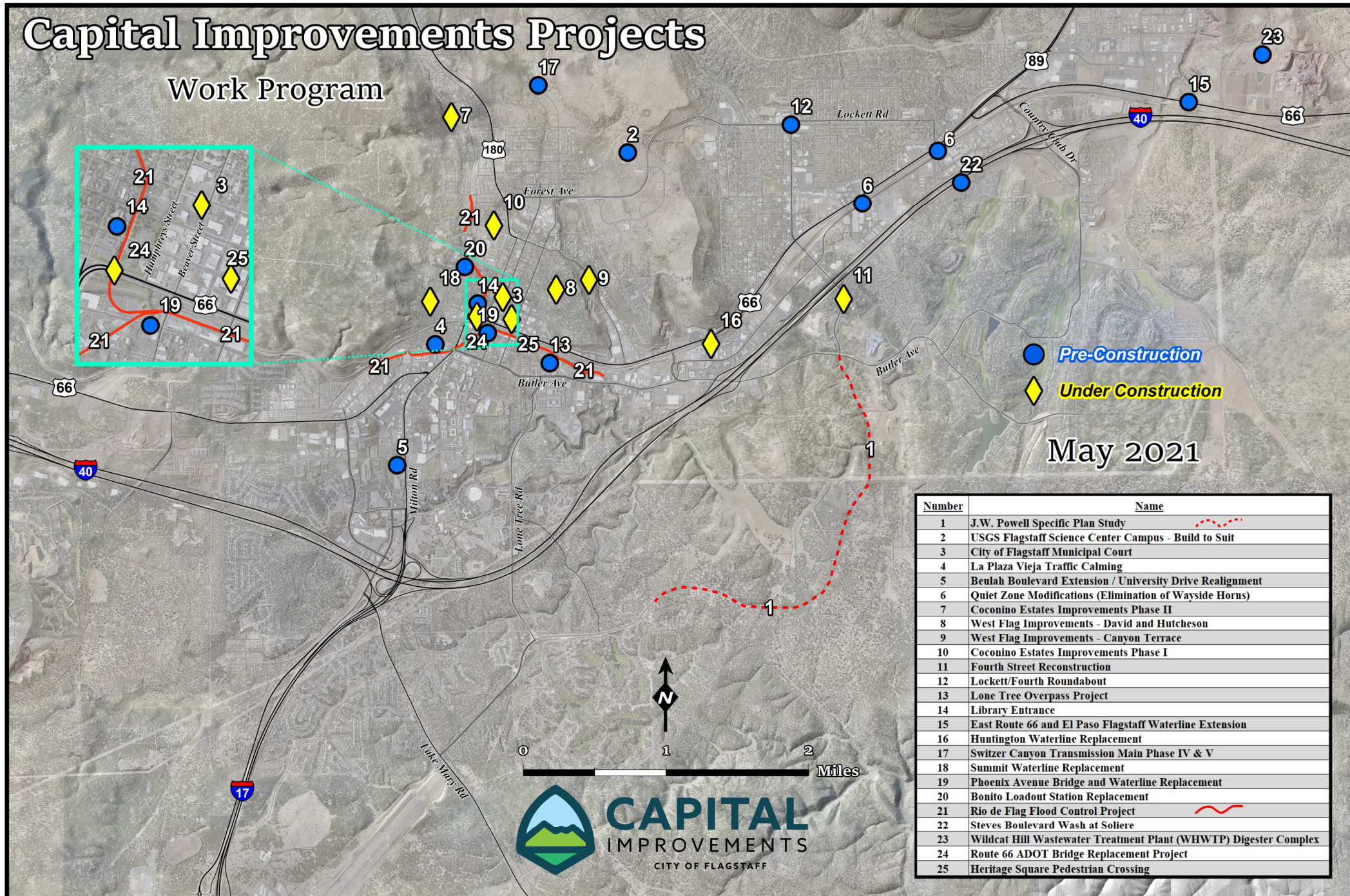
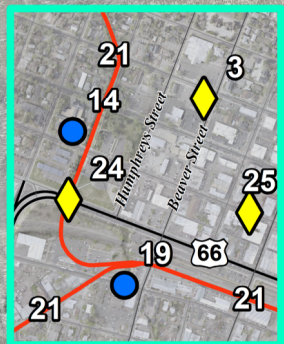
Grab your bike and experience more than 20 pieces of Flagstaff's public art collection on this self-guided, 7 mile, bikeable tour. The route, which winds through Historic Downtown, Historic Southside District, Northern Arizona University campus and Seward-McCluskey Art and Nature Center Park.



THANK YOU for your continued support of the Economic Vitality Division for the City of Flagstaff! We work to **enhance your quality of life 365 days a year!!!**

Capital Improvements Projects

Work Program



May 2021

Number	Name
1	J.W. Powell Specific Plan Study
2	USGS Flagstaff Science Center Campus - Build to Suit
3	City of Flagstaff Municipal Court
4	La Plaza Vieja Traffic Calming
5	Beulah Boulevard Extension / University Drive Realignment
6	Quiet Zone Modifications (Elimination of Wayside Horns)
7	Coconino Estates Improvements Phase II
8	West Flag Improvements - David and Hutcheson
9	West Flag Improvements - Canyon Terrace
10	Coconino Estates Improvements Phase I
11	Fourth Street Reconstruction
12	Lockett/Fourth Roundabout
13	Lone Tree Overpass Project
14	Library Entrance
15	East Route 66 and El Paso Flagstaff Waterline Extension
16	Huntington Waterline Replacement
17	Switzer Canyon Transmission Main Phase IV & V
18	Summit Waterline Replacement
19	Phoenix Avenue Bridge and Waterline Replacement
20	Bonito Loadout Station Replacement
21	Rio de Flag Flood Control Project
22	Steves Boulevard Wash at Soliere
23	Wildcat Hill Wastewater Treatment Plant (WHWTP) Digester Complex
24	Route 66 ADOT Bridge Replacement Project
25	Heritage Square Pedestrian Crossing



CAPITAL
IMPROVEMENTS
CITY OF FLAGSTAFF



ENGINEERING DIVISION

Capital Improvements Section

Monthly Capital Projects Report **May 2021**

Honorable Mayor & City Council,

For May's Report we are only including projects that have reported substantial progress. The map attached to this document is a comprehensive view of all of our active projects in the community, either in design/planning or currently under construction.

We are working to provide an Executive Summary that highlights key project updates for the month and do not have that available this month.

Surface Transportation Reauthorization Legislation (COMMUNITY PROJECT FUNDING REQUEST)

FUND: SURFACE TRANSPORTATION REAUTHORIZATION LEGISLATION

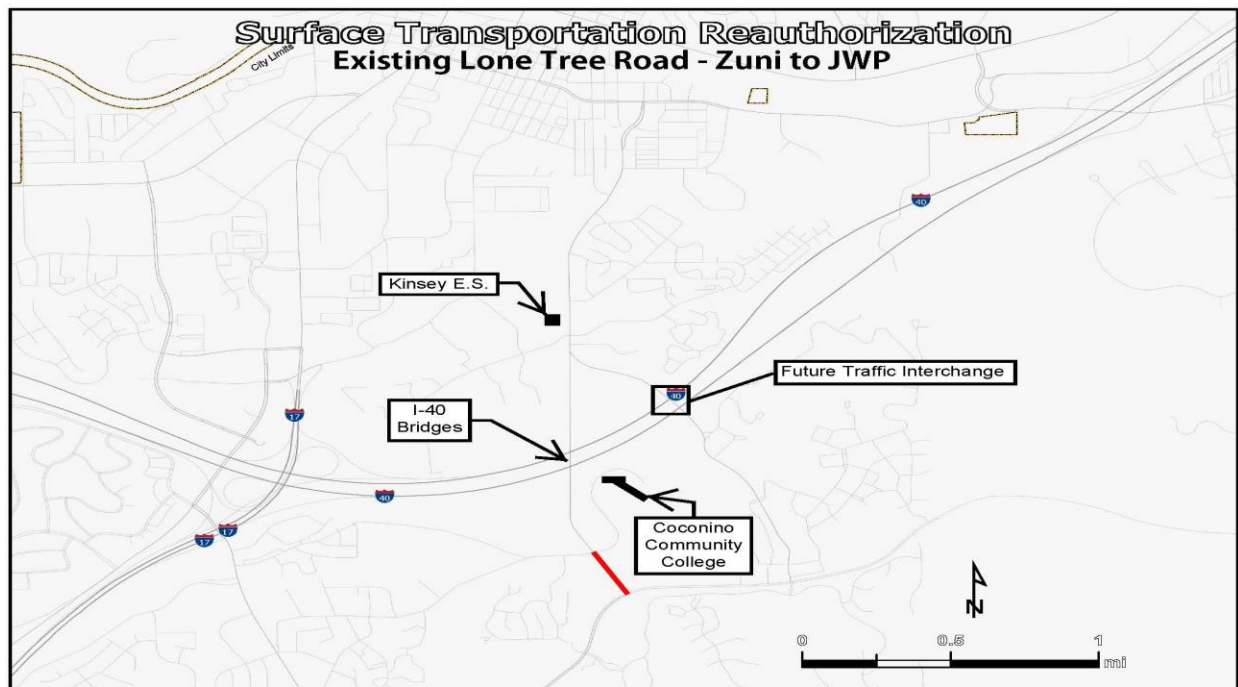
Description – The U.S. House Committee on Transportation and Infrastructure announced March 3, 2021, that the Committee will accept requests for Member Designated Projects to be considered for inclusion in the upcoming surface transportation reauthorization legislation under a reformed process that includes new transparency measures. We are excited to announce that United States Congressman Tom O’Halloran has selected and submitted his requests that include a City of Flagstaff project located at the southern end of existing Lone Tree Road. More information can be found at <https://ohalleran.house.gov/help/community-funding-requests>

Update:

- **Project Sponsor:** City of Flagstaff
- **Project Name:** Lone Tree Corridor
- **Location:** Lone Tree Road, Flagstaff, Arizona 86001
- **Requested Amount:** \$8 million

Deputy City Manager Dille outlined our projected path forward as we anxiously await the results of this request. He wrote, *“Remember that this is for both appropriation and authorization of funds, all in one step this round. Nevertheless, we have a long way to go. First, it has to be included in the base House bill. Then, it has to pass the House. The Senate may (or may not) earmark the infrastructure bill. And then it needs to survive the conference committee and be signed into law by the President. A bill won’t hit the president’s desk until late this summer at the earliest. All stars aligned here the money wouldn’t hit our coffers until at least October 2021.”*

- The City’s Federal Lobbyist and staff will continue to track this request and will share progress updates with City Council when more information is known.



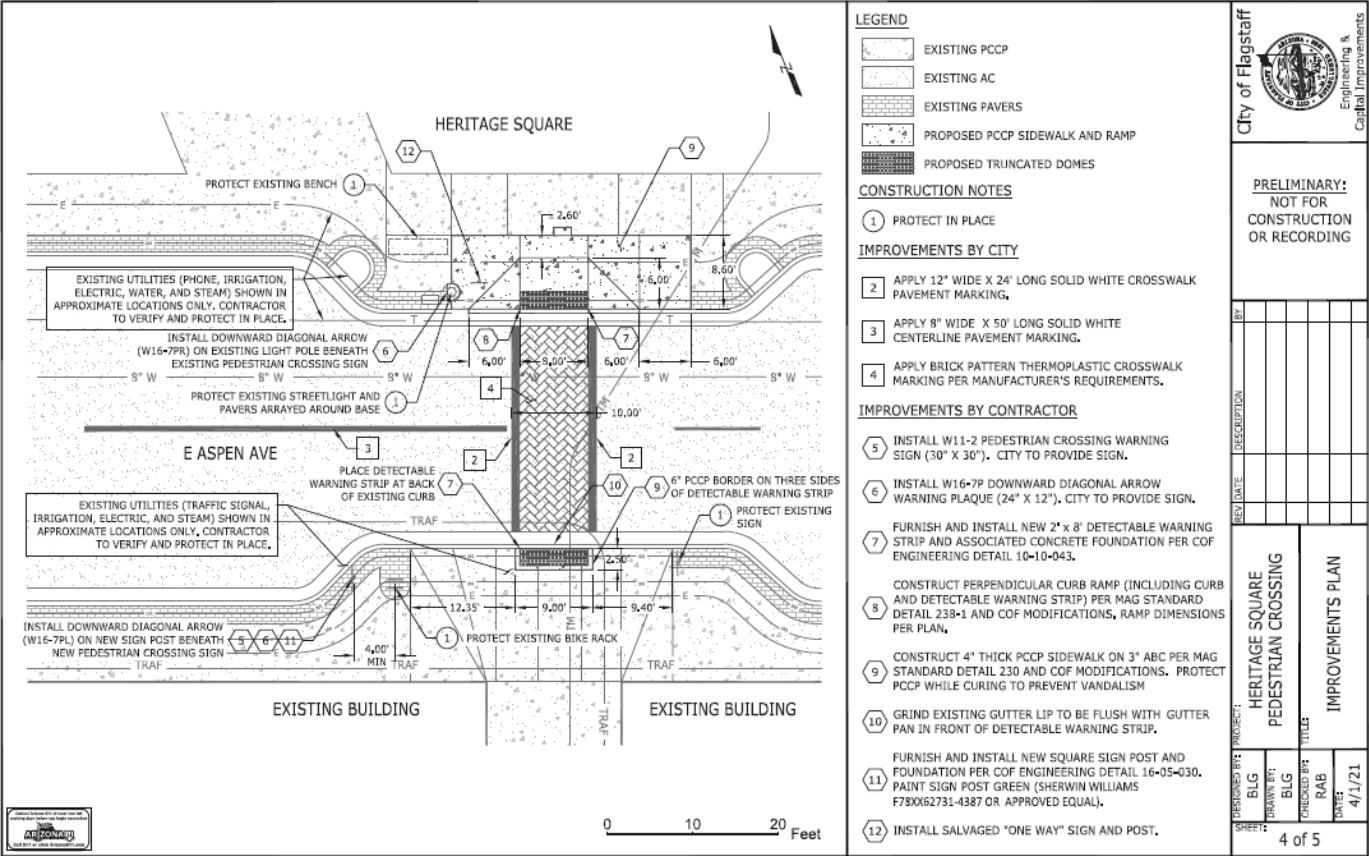
Heritage Square Pedestrian Crossing (CONSTRUCTION PHASE)

FUND: HIGHWAY USER REVENUE FUND

Description – In-house design and construction of a mid-block pedestrian crossing of Aspen Avenue that will provide an ADA compliant ramp into Heritage Square.

Project Update:

- On April 9th we completed in-house design and requested bids from our four (4) Job Order Contractors.
- On April 23rd we received two (2) proposals.
- Press release was issued, and work coordinated with the DBA.
- Construction commenced on May 3rd and was completed on May 13th.
- Streets Crews will perform some minor asphalt repairs and install decorative crosswalk markings during the week of May 17th.



Design Features for Aspen Avenue mid-block Pedestrian Crossing

La Plaza Vieja Traffic Calming (DESIGN PHASE)

FUND: TRANSPORTATION TAX (SAFETY) & HOUSING [CDBG] ALLOCATION

Description – The project is assisting the neighborhood by improving pedestrian safety of crosswalks, sidewalks, bike lanes and storm drainage at the Kingman Street and Florence Street/Malpais Lane intersections along Clay Avenue.

Project Update:

- Capital Improvements is assisting Comprehensive Planning.
- The final design has been approved and the next step is to solicit bids for construction.
- The City's on-call procurement process will be used to deliver the project's construction.
- Construction has been planned for the summer, 2021 with final completion by late fall 2021.



Conceptual Plan of Proposed Improvements

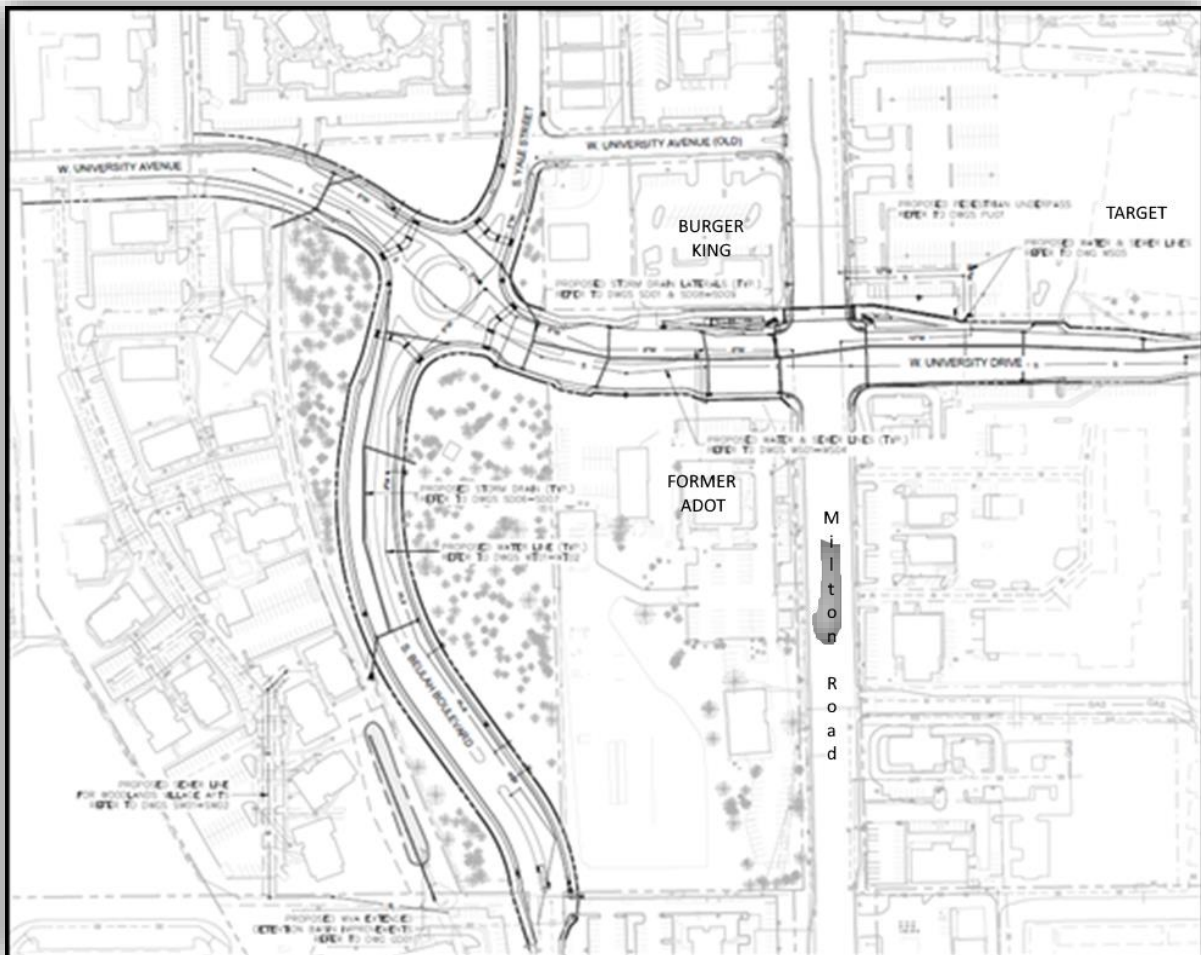
Beulah Boulevard Extension/University Drive Realignment (DESIGN PHASE)

FUND: TRANSPORTATION TAX (STREETS)

Description – This project extends the northern terminus of Beulah Boulevard to connect with University Drive. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Drive will intersect.

Project Update:

- Shephard Wesnitzer, Inc. (SWI), the engineering firm completing design, is responding and incorporating the comments from project stakeholders during the 30% design effort into current 60% design plans.
- Speedie and Associates (Speedie), a geotechnical subconsultant, is working with NAU to obtain the permitting to finish the geotechnical borings to investigate subsurface soil and rock conditions in strategic locations of proposed new infrastructure. ADOT has approved encroachment permit and Speedie is coordinating with Mountain Line to minimize bus impacts during night boring on Milton.
- Preliminary partial property acquisition efforts are being further defined for parcels adjacent to this roadway improvement. These locations include Target, Sterling Point & University Square Apartments.
- Coordination efforts continue with Northern Arizona University (NAU owns University Drive east of Milton).



Extent map of new Beulah and University Realignment – taken from 30% plans.

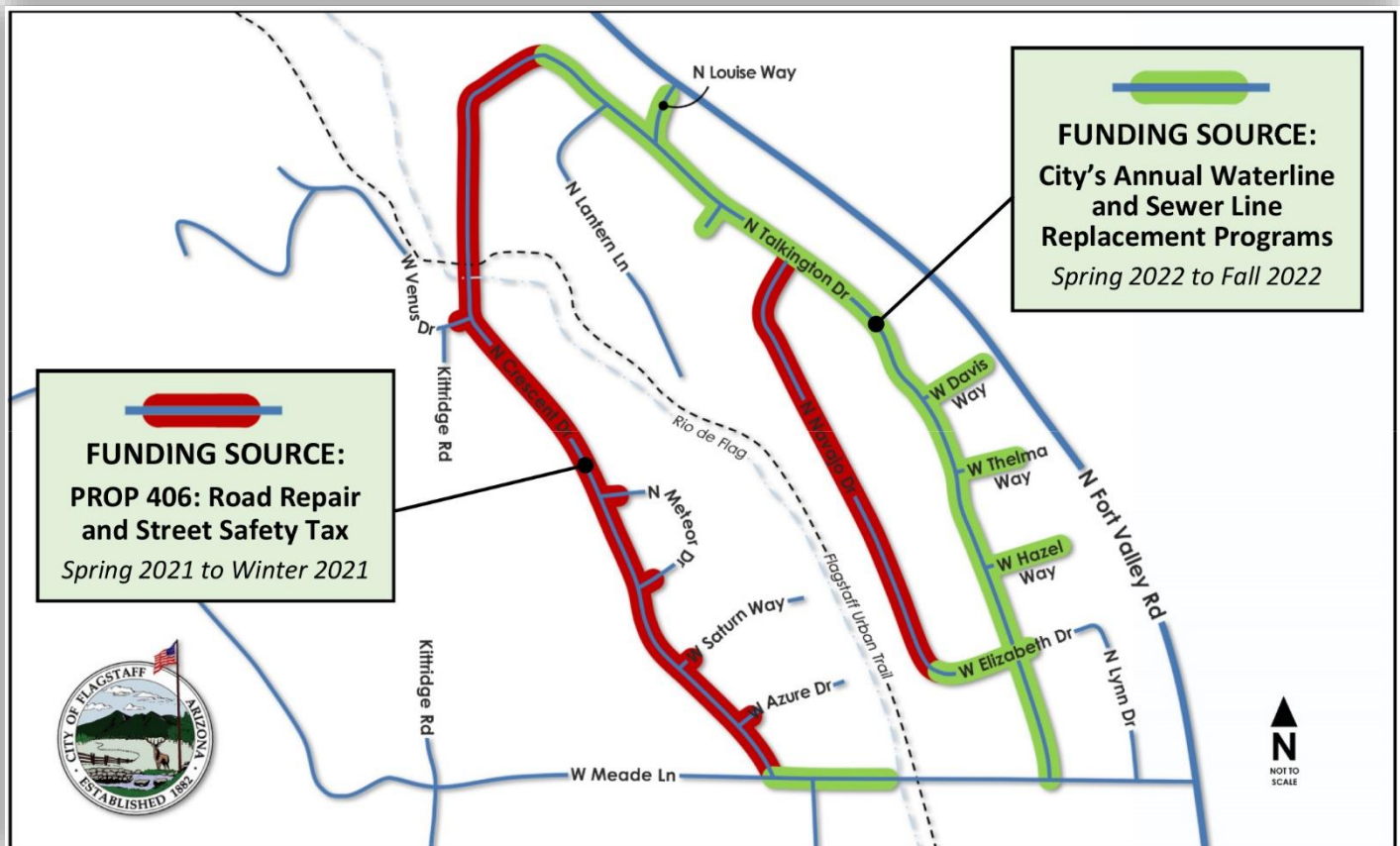
Coconino Estates Improvements Phase II (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY & AGING WATER AND SEWER INFRASTRUCTURE REPLACEMENT PROGRAMS

Description - This is a utility and roadway improvements project located on several streets in the Coconino Estates neighborhood as seen in the map below. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb, constructing driveway ramps at driveway entrances, and replacing select sidewalk only where it currently exists on Crescent Drive. Sidewalk will NOT be installed where it does not currently exist. For additional information visit the Project website at www.coconinoestates.com

Project Update:

- Bids came in at over \$800,000 over the Engineer's Estimate and the multiple funding sources were able to cover the increase in anticipated costs.
- Standard Construction Company is the lowest bidding Firm on the Project and will be recommended the award of the Construction Contract be approved by Council.
- May 18 is the targeted Council Meeting for the construction contract consideration of award.
- Construction is anticipated to begin in June.
- The City will not permit the use of the same construction yard that is being used for the Coconino Estates Phase I Project at the Thorpe Park Annex site.



Coconino Estates Improvements Phase II Project Limits – Funding - Schedule Map

West Flag Improvements - David & Hutcheson (CONSTRUCTION PHASE)

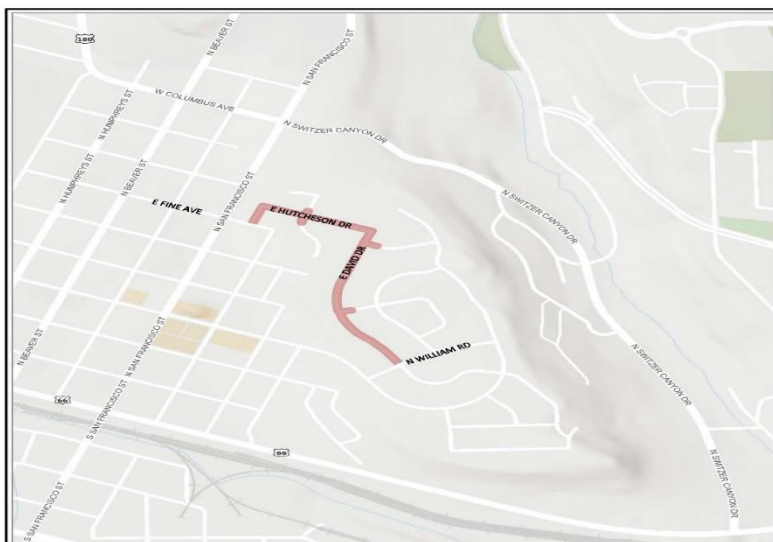
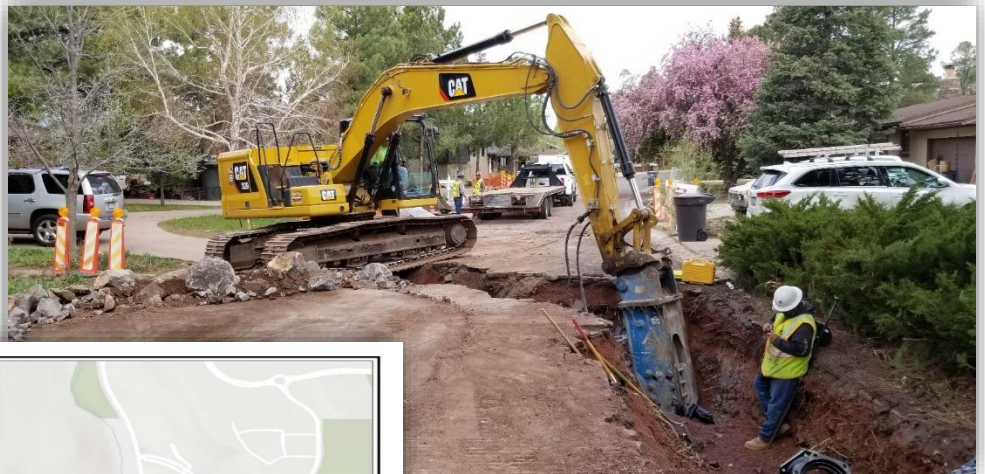
FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located on David Drive and Hutcheson Drive as seen in the map below. The Project originally included Canyon Terrace and was bid as one project in the spring of 2020 but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID 19 Pandemic. It was decided to split the Project into two separate projects consisting of 1. David/Hutcheson and 2. Canyon Terrace. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains (except for on David Drive), water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb on David Drive, and replacing select edge improvements (sidewalk, curb and gutter, etc.). For additional information visit the Project website at www.Flagstaff.az.gov/westflagimprovements.

Project Update:

- Water main, water and sewer service installations continue on David working north from William.
- David Drive and Hutcheson Drive will be closed to thru traffic from William Road to Fine Avenue, with detours posted around the closure.

*David Dr. North of William Rd.,
looking north at the water main
construction.*



David & Hutcheson Vicinity Map

*West Flag Improvements - David
& Hutcheson Project Vicinity
Map*

West Flag Improvements - Canyon Terrace (CONSTRUCTION PHASE)

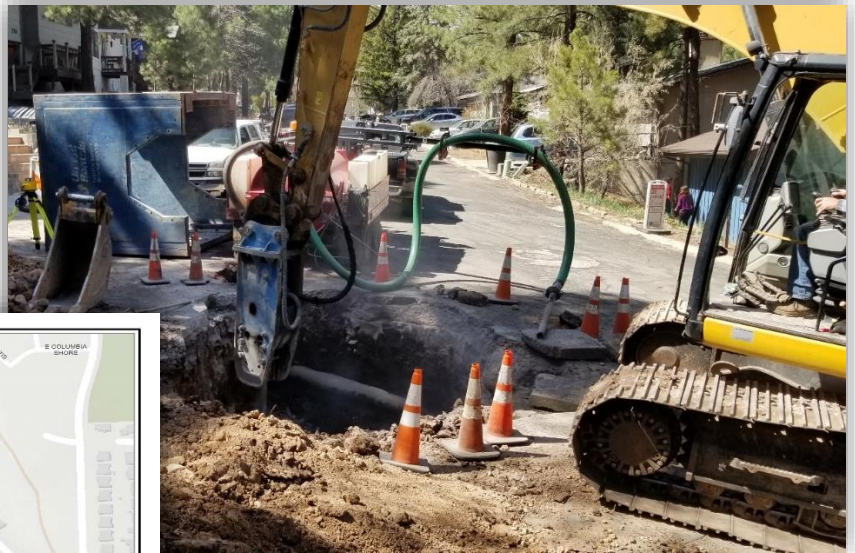
FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located Canyon Terrace Drive as seen in the map below. The Project originally included David Drive and Hutcheson Drive and was bid as one project in the spring of 2020 but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID 19 Pandemic. It was decided to split the Project into two separate projects consisting of 1. David/Hutcheson and 2. Canyon Terrace. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway and select curb and gutter. For additional information visit the Project website at www.Flagstaff.az.gov/westflagimprovements.

Project Update:

- Sewer main and service installations continue on Canyon Terrace working south from the south entrance "Y" to the dead end and will then proceed to the north.
- Work zones and flagging operations will vary during the sewer main installation work.

Canyon Terrace Dr. At the south entrance "Y", looking north at the sewer main construction.



*West Flag Improvements -
Canyon Terrace Project Vicinity
Map*

Coconino Estates Improvements Phase I (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located in the Coconino Estates neighborhood on Beal Road from Rockridge to Fort Valley, Navajo Drive from Navajo Road to Murray, Whipple Road from Navajo Drive to McMillan, and Navajo Road from Navajo Drive to Fort Valley. Improvements on the streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, the entire asphalt roadway, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for streetlighting and sidewalk on both sides of the street where it does not currently exist on Beal Road, Navajo Drive south of Beal, and on Navajo Road. For additional information visit the Project website at www.coconinoestates.com.

Project Update:

A new way of communicating project information has just been started with the recent installation of a new project sign and banner prototype that include a QR code for the public to scan and view more information on the Project website.

Navajo Road (Construction Zone #1)

- Majority of improvements are complete.
- Final signage, striping, and landscape restorations remain.
- Navajo Road is open to all traffic; however, temporary shoulder closures will occur as the remaining items of work occur.

Navajo Drive (Construction Zone #2)

- Water and sewer main and service, storm drain, electrical conduit, streetlight, curb and gutter installations are complete.
- Paving took place on May 6.
- A few concrete driveways, sections of sidewalk, Final signage, striping, and landscape restorations remain.
- Navajo Drive from Hopi Drive to Whipple Road is closed to thru traffic, with detours posted around the closure.

Beal Road (Construction Zone #3)

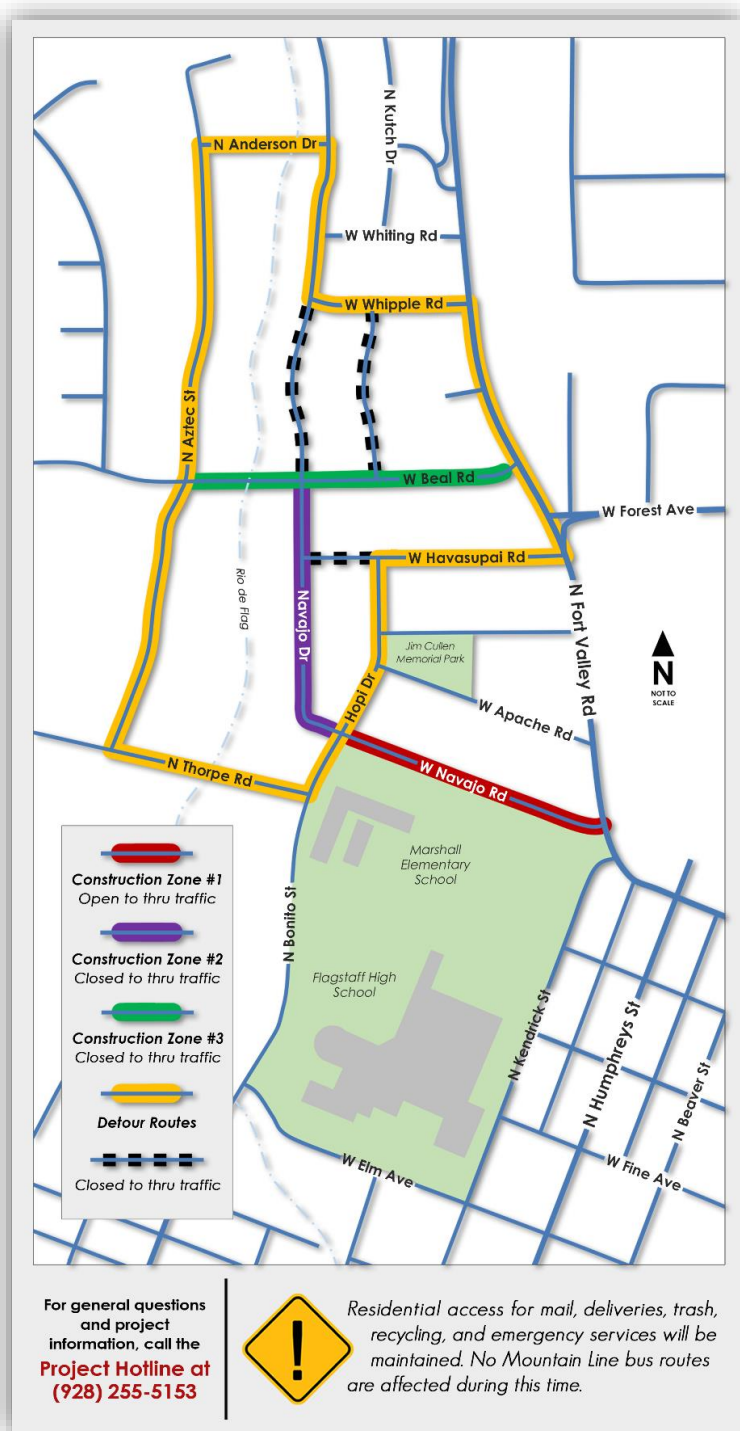
- Water and sewer main and service installations in and west of the Beal/Navajo intersection to the Rio de Flag bridge are complete.
- Storm drain installations in and west of the Beal/Navajo intersection to the Rio de Flag bridge continue.
- Water and sewer main and service installations east of the Beal/Navajo intersection toward 180 continue.
- Beal Road is closed to thru traffic from Aztec to 180, with detours posted around the closure.



Navajo Dr. / Navajo Road Intersection, looking north at the paving operations on Navajo Dr..



Beal Rd. At McMillian Rd., looking east at the sewer construction.



Current road closures and detours.

Fourth Street Reconstruction (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (RENEWED TAX)

Description – The project is on Fourth Street from the Soliere Avenue intersection, southerly to just past the Sparrow Avenue intersection. The work will construct a new pavement section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right-turn lanes from Fourth Street onto Sparrow Ave. and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new 12" water main and new 8" water main, curb and gutter and new sidewalk. The reconstruction work will connect with the recently completed bridge replacement project.

Project Update:

- Existing asphalt pavement removed, processed, and re-used as roadway base material for new pavement.
- Significant bedrock encountered in trenching work, slowing progress.
- Base lift of asphalt on westside installed.
- Traffic has been shifted to the westside of Fourth St. and work has begun on the eastside.
- The base lift of asphalt pavement was installed at the Soliere Ave. intersection.
- Soliere Ave. is now open and Sparrow Ave. is closed to install waterline and signal infrastructure across the intersection. Detours are posted.



Fourth Street Reconstruction –Soliere Ave. base lift paved and reopened

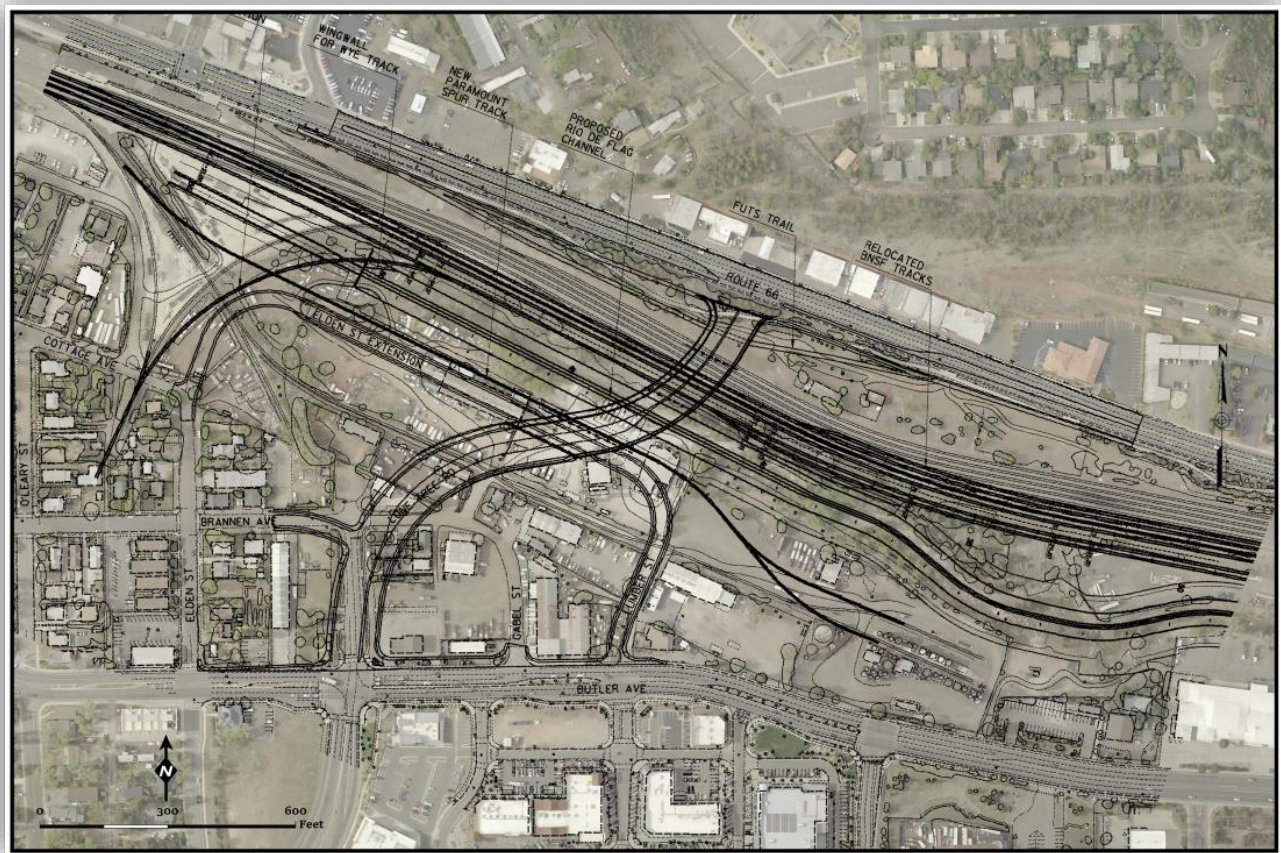
Lone Tree Overpass Project (Design Phase)

FUND: TRANSPORTATION

Description - The Lone Tree Overpass Project will provide a grade-separated crossing over the future Rio de Flag drainage and the BNSF Railway corridor from Butler Avenue to Route 66. Funding for this project is provided through voter approved bonds as designated in the 2018 Proposition 420.

Project Update:

- BSNF and the City are developing the Preliminary Engineering Agreement, which is required to fund BNSF plan review of the project design documents. This contract will be presented to Council contingent on the cost.
- Work proceeds on traffic count and modeling data development, ADOT Traffic Impact Analysis, BNSF rail relocation preferred alternative development, environmental Phase I investigations, and property acquisition.



Lone Tree Overpass Concept Design

Library Entrance (DESIGN PHASE)

FUND: BBB - BEAUTIFICATION

Description – Project to bring Library Entrance into ADA compliance with new handicap ramp and new overall vision for the entrance. Public art will be incorporated into project and an artist is being brought onto the design team. Project includes upgrades to landscaping, handicap-accessible parking, parking lot, and hardscape.

Project Update:

- WLB Group is working on conceptual plans for entrance.
- The Project Team presented updated concepts to the *Commission on Inclusion and Adaptive Living* on April 27th.
- The ramp concepts were shared with the Library Board at their April 1st meeting.
- A project update and conceptual ramp design was presented to the *Beautification and Public Art Commission* (BPAC) on April 12th. The concepts were approved and recommendations made for final City Council input, which occurred on May 11.
- Council provided direction to go with “Concept 2”(see below) with further direction to staff to revisit the placement of the proposed public art component.



Library Entrance Project-Existing Conditions

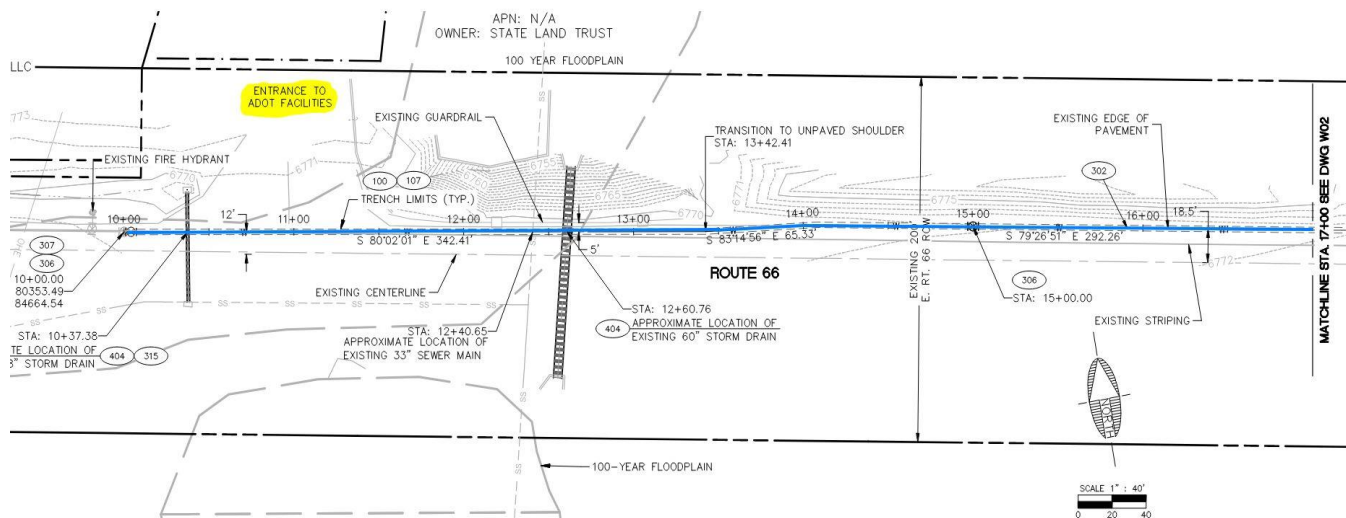
East Route 66 and El Paso Flagstaff Waterline Extension (DESIGN PHASE)

FUND: AGING INFRASTRUCTURE

Description – A utility improvements project that extends the 12" ductile iron waterline approximately 2,450 linear feet from approximately the intersection of Test Dr. and Rt. 66 to the intersection of El Paso Flagstaff Rd. The waterline extension continues north, up El Paso Flagstaff Road towards the Wildcat Hill Wastewater Treatment plant, with approximately 1,600 linear feet of new 8" ductile iron waterline. The project also calls for a repaving of El Paso Flagstaff Road for the extents of the waterline extension.

Project Update:

- Plans and bid schedule are being revised to accommodate IT's request to add fiber conduit to the project.
- A bid package is being finalized, once complete, it will be submitted to Purchasing. The project will be advertised for bids in mid-May 2021.
- Plans are being coordinated with the proposed Industrial Park to the east, a private development project, to allow them water access and to mitigate future pavement cuts into the new road.
- Construction will start Summer of 2021.
- Staff continues to pursue property right approval from the State Land Trust for future underground utility rights.



Current civil plan set in review, blue line represents the starting point of the waterline extension that begins just west of the ADOT facilities driveway and Rt 66 intersection.

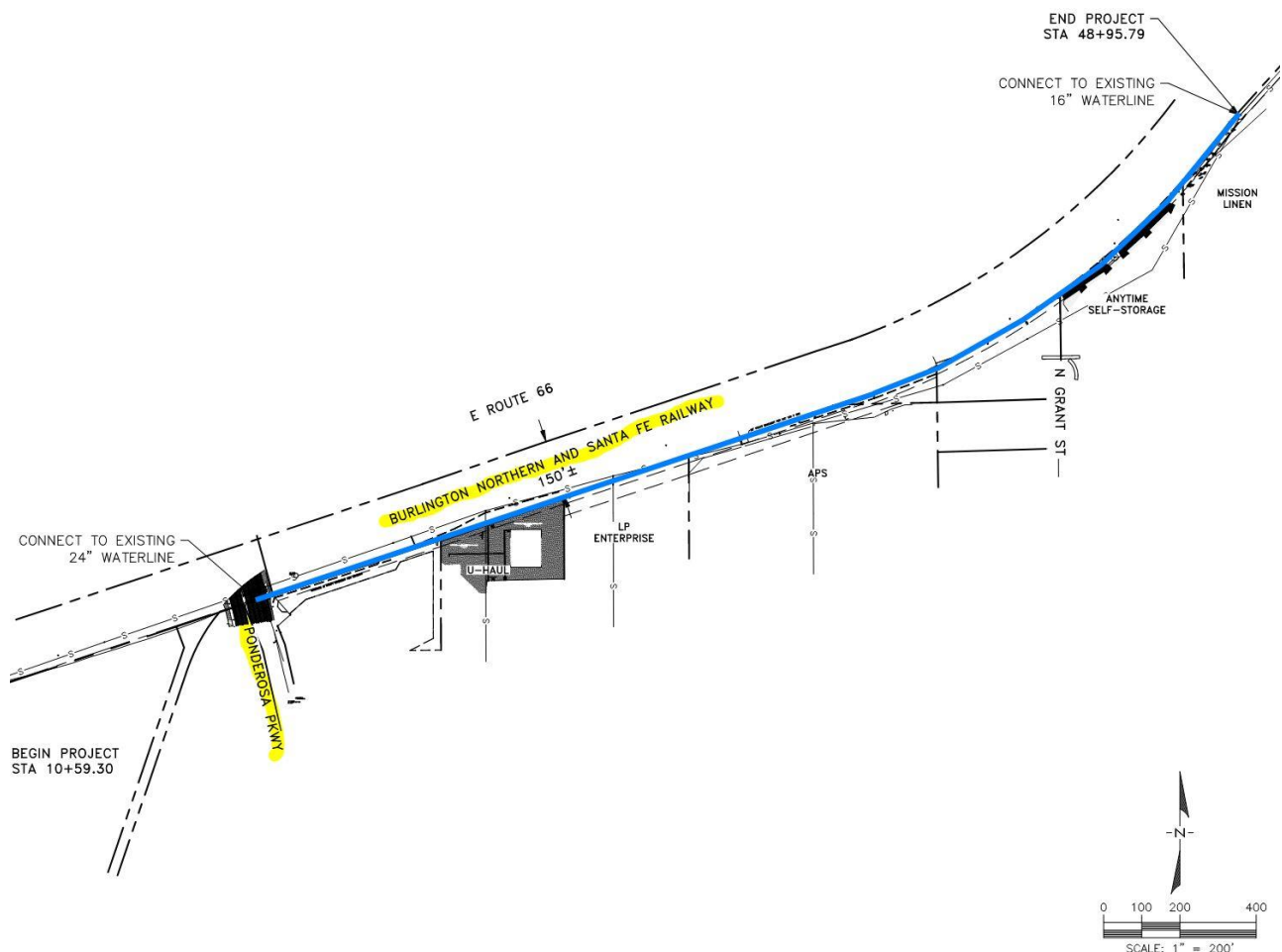
Huntington Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - The Project consists of installing 3,000 LF of new 16" ductile iron waterline, and associated roadway improvements. Included in the project will be new water services, fire hydrants and air release valves. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- The awarded contractor, Sellers and Sons, Inc. is working on contract documents. The Notice to Proceed is anticipated for mid-May 2021.
- Capital Staff is in the process of public outreach to help coordinate removal of materials that have been stored in the easement by businesses that border the project's boundaries.
- Completion of the project is anticipated for late fall of 2021.



Vicinity Map of improvements, blue line represents the new 16" waterline

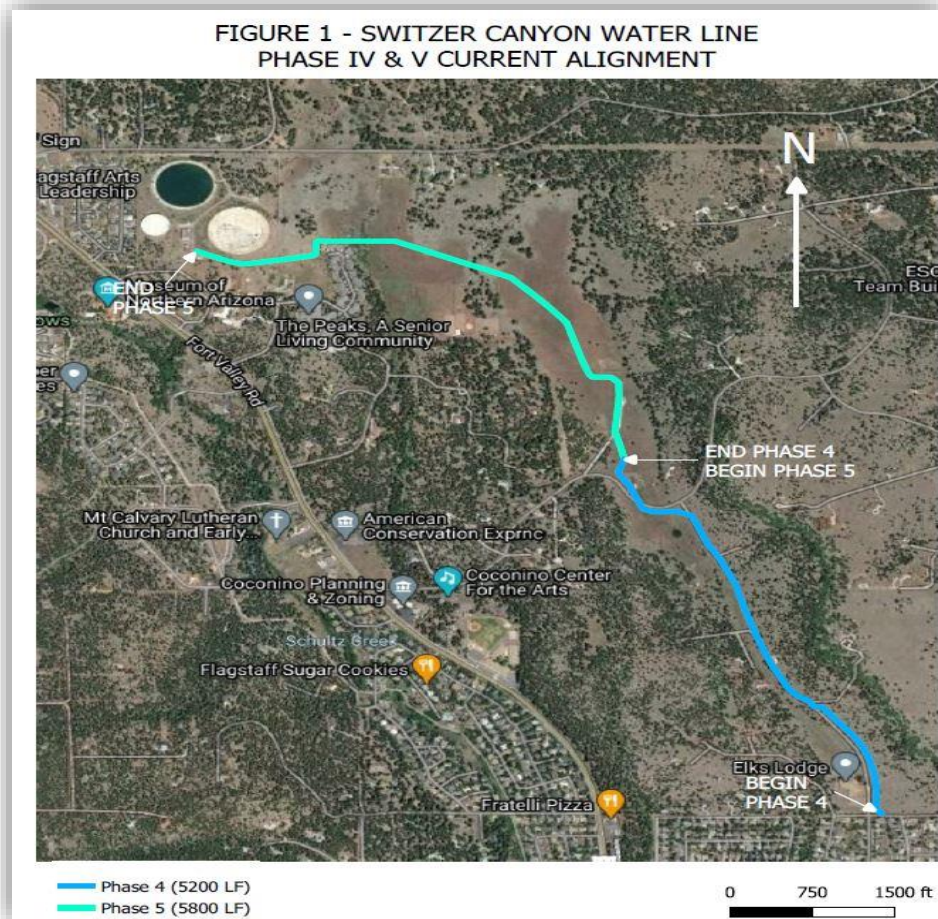
Switzer Canyon Transmission Main Phase IV & V (Design Phase)

FUND: AGING INFRASTRUCTURE

Description – The Project consist of installing two new transmission mains, 24" and 16", that will complete the distribution system, zone A and B, from the Downtown area to the City Reservoirs near Cheshire. The length of Phase IV and V is approximately 11,000 feet. The project is within City limits and the urban distribution service area within the County. Included in the project will be the two water mains with appurtenances, new bundled water meter/service locations and fire hydrants.

Project Update:

- Property acquisition is underway with legal descriptions, environmental clearances and site assessments.
- Phase V is in the planning phase to define the final alignment.
- Construction of Phase IV is anticipated for spring of 2022
- Construction of Phase V is anticipated for 2023
- Comments on the 90% level plans were transmitted to Turner Engineering for their action. Final construction plans are expected summer 2021.
- Staff continues to research and coordinate the out of City water services and how it will be applied to the Switzer Canyon Transmission Main Project Phase IV and V.



Summit Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - Approximately 3,300 ft of new waterline, water services, fire hydrants, and pavement reconstruction. The City intends to replace the water infrastructure and pavement on: S. Walnut Street from Santa Fe Avenue to Coconino Avenue; S. Sycamore Street from Santa Fe Avenue to Grand Canyon Avenue; S. Spring Street from Montvale Avenue to Grand Canyon Avenue; W. Summit Avenue from Santa Fe Avenue to end; and W. Santa Fe Avenue from Walnut Street to Thorpe Road. Waterline only will be installed on W. Montvale Avenue from Santa Fe Avenue, to end. The existing waterlines in this area range from 58 to more than 90 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- All underground work is complete.
- Walnut St and Sycamore St have been paved.
- Work has begun with pavement removal and replacement on Spring St.
- Spring St scheduled for paving the week of May 10th.



Summit Water Project-Spring St. pavement removal

Rio de Flag Flood Control Project (Design Phase)

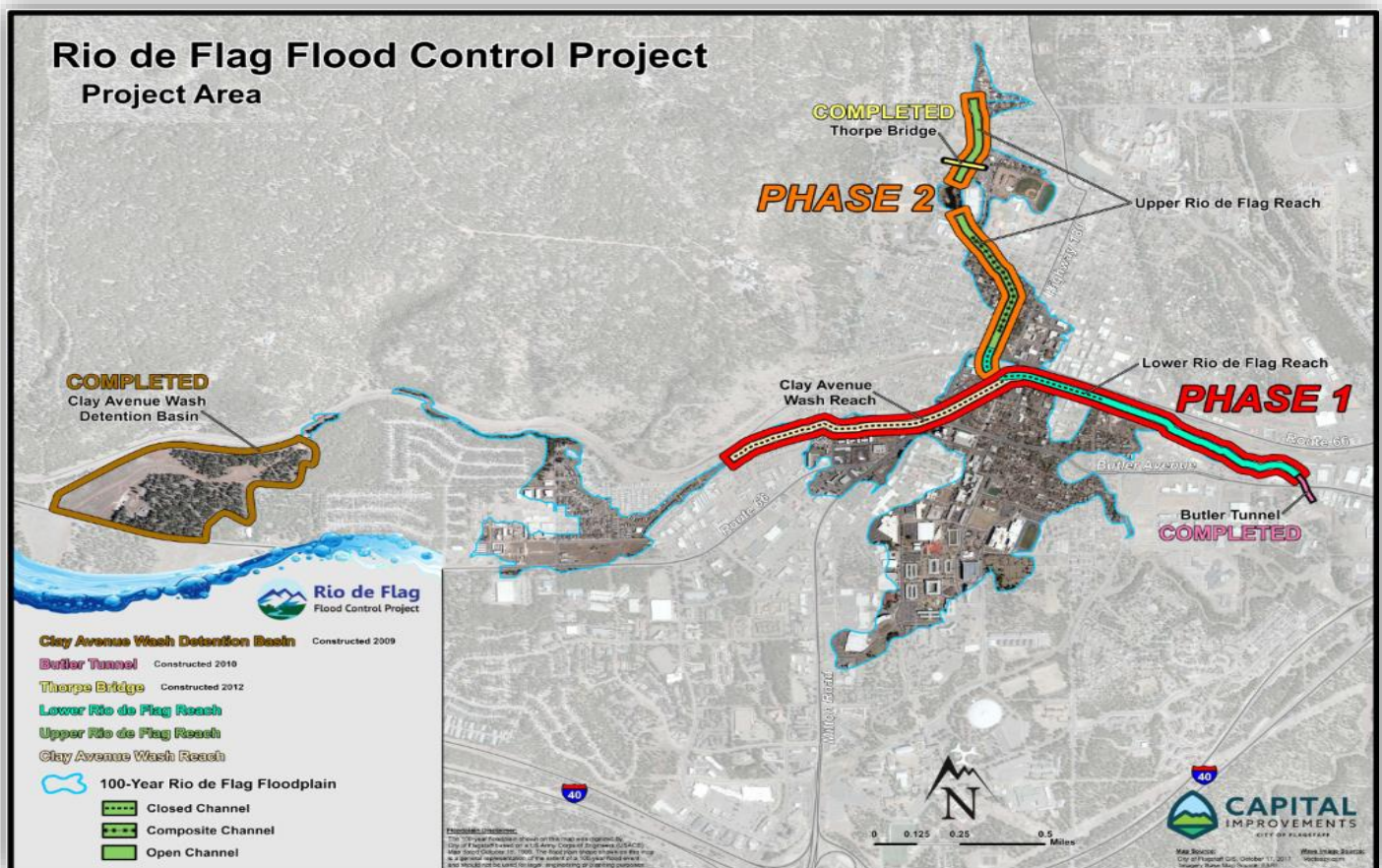
FUND: STORMWATER & AGING INFRASTRUCTURE

Purpose – The purpose of the Rio de Flag Flood Control Project is to remove the hazards associated with the hundred-year storm event, which include property damage, life safety concerns, and community economic impacts. From research conducted by the Army Corps, it was determined that a significant flood would damage approximately 1,500 structures valued at over \$916M and cause \$93M in economic damages, for a total impact of over \$1 Billion dollars.

Project improvements will provide:

- Reduction of flooding damage and safety hazards.
- Opportunity for Downtown and Southside redevelopment.
- Elimination of flood insurance requirements and restrictive floodplain management regulations.

Description - Design consists of channel improvements along both the Rio de Flag and Clay Avenue Wash channels through central Flagstaff and includes a combination of underground concrete box culverts, open channel, and composite channel. The composite channel section has both an underground culvert to carry large volumes of water and a smaller open channel on top, which will provide an aesthetic element of flowing surface water during rainfall events. Total project length is approximately 15,000 feet.



Rio de Flag Project Location Map

Current Status -

- **Design** - Work continues on the construction documents and design completion between the City's and Army Corps' consultants, including the channel crossing on ADOT right-of-way at the Milton Road and Butler Avenue intersection, utility relocations, and design of the project on BNSF Railway property.
 - BG Owen and COL Balten made a visit to Flagstaff on April 7th and 8th and were attended by Senator Kelly's staffer Coral Evans, Mayor Deasy and Council Members Aslan and Shimoni. The following are key action items:
 - Re-evaluate risk of the tunneling and shoofly requirement and continue to work on approval from BNSF up their chain.
 - Refine the most recent Lone Tree Overpass track iteration to address BNSF's comments.
 - Develop preliminary grade concept (Phase I) for the North shoofly option.
 - Continue to work on discerning RDF mitigation measures from LTO.
 - Investigate other partnerships and support – ADOT, NAU, Congressional delegation, Metro Plan, Mountain Line and Amtrak.
 - Investigate potential partnership with BNSF on federal grants.
 - Set up regular meeting schedule with DVD and Corps team
 - Plan for future visit to BNSF Headquarters in Fort Worth, TX.
- **Real Estate** – On April 12th we received the Take Letter from the USACE.
 - Seeking clarification from USACE, progress is limited until we have clear direction on how to proceed.
 - Legal descriptions, encumbrance maps, and utility easements are currently being developed for property acquisition based on the gross take.
 - Developing segment maps.
 - Updating the project schedule.
- **Public Involvement** - Several public involvement items have been created and posted to the website, including:
 - Photo simulations and video for the Flood Wall, Composite Channel, Open Channel (Clay Wash) and Open Channel (Lower Reach).
 - A virtual meeting room that has project exhibits and information.
 - A Southside Community Interview video.
 - The link and web address for the Rio de Flag Public Information page is <https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control>.
- **BNSF Railway** - The City is currently negotiating BNSF project mitigation measures including:
 - Held a kick-off meeting on April 27 that included BNSF, ADOT, and Metro Plan for the concept development for reconstruction of the Milton Bridge (north alignment).
 - Work continues to determine required mitigation that is focused on the need for 6½ mile of siding track (impacts all 5 at-grade crossings).
 - Met with Mountain Line and Amtrak to discuss collocation at the proposed Downtown Connection Center.
 - Met with ADOT and BNSF to discuss a potential RAISE Grant opportunity for project planning.
 - Working with BNSF, MetroPlan and Mountain Line to submit RAISE Grant by the July 12th, 2021 deadline.

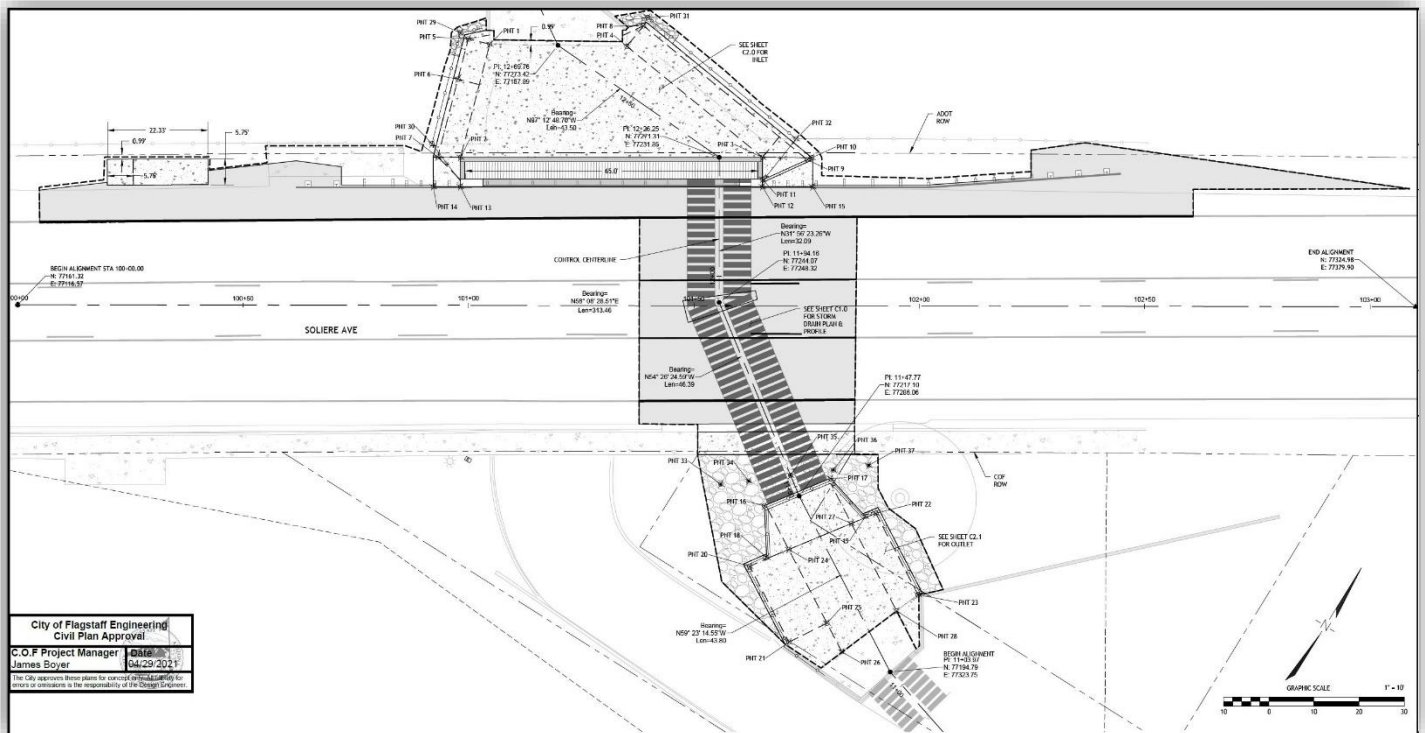
Steves Boulevard Wash at Soliere (DESIGN PHASE)

FUND: STORMWATER

Description – This is a stormwater improvements project to eliminate the low water crossing from Steves Boulevard Wash at Soliere Avenue.

Project Update:

- JOC Bids are due on May 14.
- ADOT has endorsed the design for the portion of the improvements that are within their right-of-way.
- NAIPTA has been coordinated with to relocate the existing bus stop in conflict with the new guardrail on the north side of Soliere Ave.
- The Summit Apartments that border the project limits and are just downstream have been notified of the project and the intent of the improvements.
- Construction is targeted completion in 2021.



Final Approved Construction Plans

Route 66 ADOT Bridge Replacement Project (CONSTRUCTION PHASE)

FUND: ARIZONA DEPARTMENT OF TRANSPORTATION

Description – Project consists of removing the existing concrete bridge that crosses the Rio de Flag channel and replacing with a precast box girder bridge with precast abutments. Included with the project are roadway approach slabs on either side of the new bridge, channel improvements with bank protection and revegetation mitigation measures. The purpose is to provide a new Route 66 bridge crossing at the Rio de Flag to serve Route 66/Milton.

Project Update:

- The ADOT contractor, FNF Construction, is contracted to complete the work by October 2021.
- Contractor continues to work on the drilled shaft elements for abutment no. 1 and no. 2. All drilled shafts for the bridge are expected to be complete the week of May 17th.
- Prefabricated concrete approach slabs continue within the project area.
- ADOT continues to update City staff on construction matters and will release information to the public through media releases.
- The contractor will implement a temporary lane closure of EB or WB Route 66 during work operations as necessary. ADOT will be monitoring the traffic and will make alterations to increase traffic flow if needed.
- Rt. 66 is scheduled to be closed June 10 through June 17th, reopening on June 18th. During this closure, northbound traffic will be detoured to Butler, San Francisco then to Columbus. Southbound traffic will be detoured to Switzer Canyon. Extensive signange and public outreach will be provided.



Equipment on site for the drilled shafts. Work performed on south side of Rt. 66