

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, JANUARY 13, 2026

NOTES:

- Public Forum:
Comments are generally limited to **3 minutes**.
- Consent Items:
Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations and translation services are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED
LIVE ON THE CITY'S WEBSITE AT
WWW.SEDONAAZ.GOV OR ON
CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

2. ROLL CALL/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Minutes - November 25, 2025 City Council Regular Meeting.
- b. Minutes - December 09, 2025 City Council Special Meeting - Executive Session.
- c. Minutes - December 09, 2025 City Council Regular Meeting.
- d. Minutes - December 10, 2025 City Council Special Meeting.
- e. AB 3128 Approval of a Permanent Slope Reduction and Right-of-Way Easement and a Temporary Construction Easement with the property owner of APN 401-64-006A, in the amount of \$70,000, for the SIM 5D - Ranger/Brewer Roundabout.
- f. AB 3308 Approval of Acceptance of Federal Historic Preservation Fund Certified Local Government Pass-Through Grant in the amount of \$20,000.

4. APPOINTMENTS - None

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER & COUNCIL ASSIGNMENTS

6. EXECUTIVE SESSION REPORT

7. PUBLIC FORUM

(This is the time for the public to comment on any issue within the jurisdiction of City Council not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

8. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

9. REGULAR BUSINESS

- a. **Discussion/possible action** regarding items pulled off "3. Consent Items".
- b. AB 3302 **Presentation/discussion** regarding Regional Housing Initiatives by Mary Chicoine, Executive Director of the Verde Valley Community Development Organization (VVCDO).
- c. AB 3310 **Discussion/possible action** for approval of Job Order Contracting (JOC) agreements establishing a pool of qualified pavement preservation contractors, including Cactus Transport II, LLC, J. Banicki Construction, Inc., and Sunland Asphalt & Construction, LLC, for an anticipated FY26 value up to \$1,288,000.
- d. AB 3307 **Discussion/possible action** for approval of Change Order to the Linking Agreement between the Sedona Police Department and Zetron, Inc., in the amount of \$755,510.26.
- e. AB 3133 **Discussion/possible action** regarding the future of the Historic Preservation Commission and review of 2025 Historic Preservation Commission accomplishments.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, JANUARY 13, 2026

Note: 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 Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that a quorum of members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

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

Page 2, City Council Meeting Agenda Continued

- f. AB 3313 **Discussion/possible direction/action** regarding adoption of City of Sedona Legislative Agenda, City Council Protocols & Guidelines for Legislative Affairs as part of the Council Rules of Procedure and Policies, proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona. 
- g. AB 3066 **Discussion/possible action** regarding future meeting/agenda items. 

10. EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. **Discussion/possible action** on executive session items.

11. ADJOURNMENT

Posted: 1/07/2026

By: DJ

JoAnne Cook, CMC, City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, November 25, 2025, 4:30 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

Vice Mayor Fultz called the meeting to order at 4:30 p.m.

Council Present: Mayor Holli Ploog (attended virtually via Teams), Vice Mayor Brian Fultz, Councilor Melissa Dunn, Councilor Pete Furman, Councilor Charlotte Hosseini, Councilor Kathy Kinsella, and Councilor Derek Pfaff.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, Deputy City Manager Lauren Browne, Deputy City Manager Barbara Whitehorn, City Attorney Kurt Christianson, Police Chief Stephanie Foley, PD Commander Chris Dowell, Emergency Management Coordinator Chance Wnuck, Public Relations Analyst Kegn Hall, IT Director Chuck Hardy (virtually via Teams), Director of Public Works/City Engineer Kurt Harris, Community Development Director Tony Allender, Aaron Seifert GIS Manger, Police Support Services Manager Erin Loeffler, Procurement Officer Ian Coubrough, Assistant Director of Community Development Steve Mertes, Donna Terraza Procurement Specialist, Destination Development Coordinator Caitlin Perez, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

The roll call was conducted by JoAnne Cook, with all council members present.

3. Consent Items

- a. Minutes - November 12, 2025 City Council Regular Meeting.
- b. Minutes - November 13, 2025 City Council Special Meeting.
- c. AB 3268 Approval of a recommendation regarding a new Series 19 Remote Tasting Room Liquor License for Winery 1912, located at 320 AZ-89A #3, Sedona, AZ 86336 (AZLL #13023043).

Motion: Councilor Kinsella moved to approve consent items 3a-3c. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

4. Appointments - None

5. Summary of Current Events by Mayor/Councilors/City Manager & Council Assignments

Councilor Kinsella - Invited all to participate in the Annual Stuff the Bus Event on Monday, December 8th from 9:30 a.m. - 5:30 p.m. at Posse Grounds Pavillion. Toys will be donated to the Sedona Toys for Tots. She thanked all who participate in advance.

Councilor Dunn - Thanked all who attended the Verde Valley Caregivers Coalition Gala, and the Community Library Sedona's Get Loud event. She thanked staff who put up the

metal signs at Posse Grounds Park.

a. Executive Session Report

Kurt Christian reported that after the Executive Session meeting Council unanimously voted to continue “item 3b” on the Executive Session agenda to a future date.

6. Public Forum

Tim Perry, Sedona, spoke regarding the number of visitors that visit Sedona each year. He believes the City’s reported tourism numbers are inaccurate.

Sandy Magid, Sedona, voiced concerns with vehicle traffic speed on Inspirational Drive and requested the installation of a speed bump.

7. Proclamations, Recognitions & Awards

a. Introduction of Emergency Management Coordinator, Chance Wnuck.

PD Chief Stephanie Foley introduced Emergency Management Coordinator, Chance Wnuck. Chance said he is passionate about emergency management and keeping people safe.

b. Citizen’s Academy participants, certificate presentation.

Public Relations Analyst Kegan Hall presented the certificates to the following participants: Linda Weaver, Gabi Incorvaia, Doug Sullivan, Colleen Clayton, Katie Martinka, Christopher Burghardt, Julie Minasian, Ed Kettler, Lance Waldrop, Barbara Kess, Suzi Heath, Angelika Mein, Ed Kettler, Gail Digate, Judith Patton, Jolene Pierson, Donna Terraza, and Caitlin Perez.

The following participants were not in attendance: Nancy Turbyfill, Ernie Turbyfill, George Turbyfill, Dawn Cobalt, Steven Mott, Lucky Bovo, Mark Antin, Kate Anderson, Steve Anderson.

8. Regular Business

a. AB 3260 Public hearing/discussion/possible action regarding adoption of a Resolution and Ordinance updating the City of Sedona’s Consolidated Fee Schedule.

Presentation by JoAnne Cook and Kurt Harris.

Questions from City Council.

Opened Public Hearing at 4:55 p.m.

No public comments were heard.

Closed the Public Hearing at 4:55 p.m.

Comments and questions from City Council.

Motion: Councilor Kinsella moved to approve Resolution No. 2025-18, creating a public record entitled “2025 Amendments to the Sedona Consolidated Fee Schedule.” Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

Motion: Councilor Kinsella moved to adopt Ordinance No. 2025-12, adopting proposed changes to the Consolidated Fee Schedule. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

- b. AB 3298 Discussion/possible direction regarding approval of an Ordinance amending Sedona City Code Title 15 (Buildings and Construction) by adopting a new Chapter 15.60 (At Risk Grading Permits). (First Public Meeting)**

Presentation by Kurt Christianson.

No public comments heard.

Comments from City Council.

This item will come back to City Council for approval under Consent Items at a future meeting.

- c. AB 3280 Discussion/possible action on amending the Sedona City Council Rules of Procedures and Policies.**

Presentation by Kurt Christianson.

Questions and comments from City Council.

Motion: Councilor Furman moved to approve the City Council Rules of Procedure and Policies, as amended. Seconded by Councilor Pfaff. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

- d. AB 3066 Discussion/possible action regarding future meeting/agenda items - None.**

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Return to open session. Discussion/possible action on executive session items.**

10. Adjournment

Vice Mayor Fultz adjourned the meeting at 6:45 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on November 25, 2025.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, December 9, 2025, 3:00 p.m.**

1. Call to Order

Mayor Holli Ploog called the meeting to order at 3:00 p.m.

2. Roll Call

Council Present: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Melissa Dunn, Councilor Pete Furman, Councilor Charlotte Hosseini (attended virtually via Teams), Councilor Kathy Kinsella, and Councilor Derek Pfaff.

Staff Present: City Attorney Kurt Christianson, Deputy City Manager Andy Dickey, Deputy City Manager Lauren Browne, Community Development Director Tony Allender, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Kinsella moved to go into Executive Session at 3:02 p.m. Seconded by Vice Mayor Fultz. Motion carried with six (6) in favor (Ploog, Dunn, Kinsella, Furman, Fultz and Pfaff) and zero (0) opposed. JoAnne Cook advised that Councilor Hosseini would be joining the meeting via Teams in the executive session meeting room.

Kurt Christianson gave the admonition.

- a. **Discussion and consultation with the City Attorney for legal advice regarding a legislator request for investigation of Ordinance 2024-02 under A.R.S. §41-194.01. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3).**
- b. **Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding contemplated litigation and settlement discussions conducted in order to avoid litigation regarding the Forest Road Connection Project and the Uptown Parking Garage Project. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).**
- c. **Discussion and consultation with the City Attorney for legal advice and to consider the City's position and instruct its attorneys regarding pending litigation regarding Oak Creek Hospitality, LLC v. City of Sedona, Court of Appeals Case No. 1 CA-CV 25-0135. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).**
- d. **Discussion a. and consultation for legal advice with the City Attorney, to consider the City's position, and instruct its attorneys regarding pending or contemplated litigation or settlement discussions in order to avoid or resolve litigation in the matter of Airport 89A, LLC's A.R.S. 12-1134 notice of claim regarding Yavapai County APNs: 408-26-001B; 408-26-001D and 25 Schnebly Hill LLC's A.R.S. 12-1134 notice of claim regarding Coconino County APN: 401-18-066B. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4).**

- e. **Discussion and consultation with the City Attorney for legal advice regarding PZ24-00018 (ZC). This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3).**
- f. **Return to open session. Discussion/possible action regarding executive session items including adoption of a Resolution waiving partial enforcement of Ordinance 2023-03 on Yavapai County APNs: 408-26-001B; 408-26-001D and Coconino County APN: 401-18-066B; and authorization for an appeal in Oak Creek Hospitality, LLC v. City of Sedona.**

Reconvened in open session at 4:17 p.m.

Motion: Item 3f - Councilor Kinsella moved to approve Resolution 2025-19 binding waiver of enforcement for Yavapai County APN: 408-26-001B and Coconino County APN: 401-18-066B. Seconded by Councilor Dunn. Motion passed with six (6) in favor (Ploog, Fultz, Dunn, Furman, Kinsella, Pfaff) and zero (0) opposed. Councilor Hosseini was unable to attend for the vote due to technical difficulties.

Motion: Item 3c - Councilor Kinsella moved pursue appeal to the supreme court in the litigation regarding the Oak Creek Hospitality, LLC v. City of Sedona. Seconded by Councilor Furman. Motion passed with six (6) in favor (Ploog, Fultz, Dunn, Furman, Kinsella, Pfaff) and zero (0) opposed. Councilor Hosseini was unable to attend for the vote due to technical difficulties.

4. Adjournment

Mayor Ploog adjourned the meeting at 4:20 p.m. with no objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on December 9, 2025.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, December 9, 2025, 4:30 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Ploog called the meeting to order at 4:30 p.m.

Council Present: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Melissa Dunn, Councilor Pete Furman, Councilor Charlotte Hosseini (attended virtually via Teams), Councilor Kathy Kinsella, and Councilor Derek Pfaff.

Staff Present: City Manager Anette Spickard (attended via Teams), Deputy City Manager Andy Dickey, Deputy City Manager Lauren Browne, Deputy City Manager Barbara Whitehorn, City Attorney Kurt Christianson, Police Chief Stephanie Foley, Police Commander Chris Dowell, Public Relations Analyst Kegn Hall, Director of Public Works/City Engineer Kurt Harris, Assistant Director of Public Works Sandy Phillips, Community Development Director Tony Allender, Planning Manager Cari Meyer, Police Support Services Manager Erin Loeffler, Procurement Officer Ian Coubrough, Parks & Recreation Manager Josh Frewin, Arts & Culture Specialist Nancy Lattanzi, Sustainability Manager Bryce Beck, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

Mayor Ploog dedicated the Moment of Silence in honor of Bob Huggins who recently passed away; he was the City's first Parks and Recreation Ranger. Josh Frewin recognized Bob and presented a memorial plaque in his honor. The plaque will be displayed at the Ranger Station Park. Ranger Greg Stein recognized Bob and Judy Huggins for starting the Park Rangers Program and bringing the concept forward to the City. Greg stated the Program has contributed over \$700,000 in ranger services to the city over the last two decades. Greg thanked the city and the Parks & Recreation Department for their support and thanked City Council for recognizing the program. Historic Preservation Commission Chair, Nate Meyers recognized Bob for his service on the Commission.

2. Roll Call/Moment of Art

The roll call was conducted by JoAnne Cook, with all council members present.

Nancy Lattanzi introduced Violinists, The Ferchof Sisters, Bella, Ava, and Elly. They played Sound of Music and Jingle Bells.

3. Consent Items

- a. Minutes - November 25, 2025 City Council Special Meeting - Executive Session.**
- b. AB 3298 Approval of an Ordinance amending Sedona City Code Title 15 (Buildings and Construction) by adopting a new Chapter 15.60 (At Risk Grading and Infrastructure Permits). (Second Public Meeting)**
- c. AB 3279 Approval of the Arts and Culture Grant Review Committee**

recommendations for the fiscal year 2026 Arts and Culture Grant Program in the amount of \$200,000.

Councilor Kinsella requested item 3c be pulled from the agenda because collectively the total of the item was over \$150,000; she wanted to be consistent with her previous actions.

Motion: Councilor Dunn moved to approve consent items 3a-3b. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

Presentation by Kristie Turck and Stephanie Giesbrecht, Arts and Culture Chair and Program Facilitator.

Comments from City Council.

Motion: Councilor Dunn moved to approve consent items 3c. Seconded by Councilor Pfaff. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

4. Appointments

- a. AB 3360 Discussion/possible action regarding candidate selection process and interview dates for Planning & Zoning and Historic Preservation Commissions and Tourism Advisory Board.**

Introduction by Mayor Ploog.

Questions from City Council.

Motion: Councilor Furman moved to reappoint Sarah Weil for the Planning and Zoning Commission expiring October 31, 2028, or until a successor is appointed. Seconded by Councilor Pfaff. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

Unanimously, Council agreed to interview an additional candidate on January 13, 2026 at 2:00 p.m.

Motion: Councilor Kinsella moved to reappoint Jack Fiene's to the Historic Preservation Commission for a four-year term expiring 11/30/2029, until a successor is appointed. Seconded by Councilor Pfaff. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

Unanimously, Council agreed to discuss the selection of Tourism Advisory Board Members for interviews at the City Council retreat and to allot 45 minutes to the item.

5. Summary of Current Events by Mayor/Councilors/City Manager & Council Assignments

Councilor Furman - Coconino Plateau Water Advisory Council and The Coconino Water Plateau Partnership approved their combined budget of both organizations. The budget is approximately \$50K, and the City's membership fee is approximately \$8,500. They

drafted a letter opposing HR5392.

Councilor Pfaff - Attended the Sedona Recycles meeting; they have taken possession of the new baler. The baler is paid for; however, they are taking donations toward replenishing funds; Derek encouraged all interested to reach out to them. They are also seeking applications for employment.

6. Executive Session Report

Kurt Christian reported that at the conclusion of the executive session, in open session, Council took two actions; 1) They approved a Resolution approving a binding waiver of enforcement on two parcels, Yavapai APN: 408-26-001B and Coconino APN: 401-18-066B, 2) Approved an appeal t in the litigation regarding the Oak Creek Hospitality, LLC v. City of Sedona from the Court of Appeals to the Arizona Supreme Court.

7. Public Forum

Opened to the public at 5:06 p.m.

Tim Perry, Sedona, spoke against the response to his records request for the response of in person exit interviews and claimed that in-person exit interviews were withheld from public release and requested the termination of Human Resources Manager Russ Martin.

Tyler Carson, Sedona, spoke in favor of performance spaces at the Western Gateway development.

Jessica Williamson, Sedona, complimented the City and the Parks and Recreation Department for the amenities offered at Posse Grounds Park.

Brought back to City Council at 5:12 p.m.

8. Proclamations, Recognitions & Awards - None

9. Regular Business

- a. **AB 3281 Public Hearing/discussion/possible action regarding a request for approval of a Zone Change (ZC) from RMH (Single Family and Manufactured Home, 4 dwelling units per acre) to RM-3 (High-Density Multifamily, 20 dwelling units per acre) to allow for future development of the property with multifamily housing (no development proposed at this time). The subject properties are located at 50 Tranquil Avenue and 80 Rigby Road, north of the Windsong Mobile Home Park and west of the Safeway Shopping Center. APN: 408-24-087 & -089. Case Number: PZ24-00018 (ZC) Property Owner: Kim Soo Young & James Spindelman Applicant: Sefton Engineering (David Nicolella).**

Presentation by Cari Meyer and Tony Allender. President of Sefton Engineering Consultants, Luke Sefton and Attorney, Darius Mahmoudi spoke on behalf of the applicants.

Questions from City Council.

Break at 6:35 p.m. Reconvened at 6:50 p.m.

Opened Public Hearing at 6:50 p.m.

The following spoke in favor of the zone change:

Sanford Jacobo, Sedona, read a letter from Linda Martinez, Sedona, Anthony Owens, Sedona, Ramaswami Venkateswaraw, Sedona, Jessica Williamson, Sedona, Shane Qualls, Sedona, Tim Perry, Sedona, Debra Rodriguez, Sedona, Olin Robie, County, Jeanne Blum, Sedona, Sean Smith, Sedona, Mayor Ploog read a letter from Executive Director of Verde Valley Regional Economic Organization, Mary Chicoine, Lake Montezuma.

Tyler Carson submitted a card to speak in favor of this item but left the meeting prior to his time to speak.

The following spoke in opposition to the zone change:

Kevin Zollinger, Sedona, David Quinn, Sedona, Karen Butterfield, Sedona, Harry Christensen, Sedona, Judith Jagla, Sedona, Carole Bell, Sedona, Wade Bell, Sedona, Mark Weprin, Sedona, George Hall, Sedona, Michael Goblet, Sedona, Maria Denny, Sedona, Jonnas Acree, Sedona, Brad Bell, Sedona, David Cohen, Sedona.

Closed the Public Hearing at 7:51 p.m.

Comments and questions from City Council.

Motion: Councilor Pfaff moved to deny the proposed zoning request as set forth in case number PZ24-00018 (ZC), Tranquil Rigby Madole Zone Change, based on lack of compliance with ordinance requirements, inconsistency with the Sedona Community Plan, Soldiers Pass CFA Plan, Transportation Master Plan, GO! Sedona Pathways Plan, Climate Action Plan, the Land Development Code, and the requirements for approval, as specified in LDC Sections 8.3 and 8.6, and failure to satisfy the Zone Change findings and applicable Land Development Code requirements as outlined in the staff report and accompanying exhibits, which staff report and exhibits are hereby adopted as the findings of the City Council and foregoing points made by City Council. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

Councilor Kinsella requested a friendly amendment to the motion to add, “based on the lack of a traffic mitigation plan or road development”, Council Pfaff supported her request. Vice Mayor Fultz requested a friendly amendment to the motion to add, “and the lack of sufficient mitigation for the impact on the neighborhood”. Councilor Pfaff supported his request.

Final motion after the addition of the friendly amendments:

Motion: Councilor Pfaff moved to deny the proposed zoning request as set forth in case number PZ24-00018 (ZC), Tranquil Rigby Madole Zone Change, based on lack of compliance with ordinance requirements, inconsistency with the Sedona Community Plan, Soldiers Pass CFA Plan, Transportation Master Plan, GO! Sedona Pathways Plan, Climate Action Plan, the Land Development Code, and the requirements for approval, as specified in LDC Sections 8.3 and 8.6, and failure to satisfy the Zone Change findings and applicable Land Development Code

requirements as outlined in the staff report and accompanying exhibits, which staff report and exhibits are hereby adopted as the findings of the City Council based on the lack of a traffic mitigation plan or road development and the lack of sufficient mitigation for the impact on the neighborhood. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

Break at 8:37 p.m. Reconvened at 8:51 p.m.

b. AB 3283 Discussion/possible action for approval of on-site locations for the emergency siren system.

Presentation by Genasys Inc. Vice President of Business Development, Chris Roller, Tim Carter, Director of Coconino County Emergency Management, Chance Wnuck, and Chief Foley.

Questions from City Council.

Opened to the public at 9:29 p.m.

Tim Perry, Sedona, spoke against the emergency siren system.

Ed Kettler, Sedona, spoke in favor of the emergency siren system.

Brought back to City Council at 9:35 p.m.

Comments from City Council.

Staff will bring the policy management plan back to City Council for review at a future meeting, prior to the initiation of the system.

Motion: Councilor Kinsella moved to approve the proposed three locations presented for purchase with installation to be completed by the end of May 2026 to meet the requirements of the FEMA grant with the additional site being purchased by the city not-to-exceed \$ 120,000. Seconded by Councilor Pfaff. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

c. AB 3296 Discussion/possible action for approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Sedona and the Yavapai County Flood Control District (YCFCD) contributing an amount not-to-exceed \$520,400 in YCFCD funds to be used for the design and construction of general drainage improvement projects including projects located at Andante Dr, Kachina Dr, El Camino Grande and Rodeo Rd & Sanborn Dr.

Presentation by Sandy Phillips.

Questions and comments from City Council.

Motion: Councilor Dunn moved to approve Resolution No. 2025-20, authorizing the execution of an Intergovernmental Agreement between the City of Sedona and the Yavapai County Flood Control District contributing an amount not-to-exceed \$520,400 in YCFCD funds to be used for general drainage improvement projects

including projects located at Andante Dr, Kachina Dr, El Camino Grande and Rodeo Rd & Sanborn Dr. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

- d. **AB 3300 Discussion/possible action for the approval of a three-year Linking Agreement with Precision Concrete Cutting, Inc. in the amount of \$200,000.**

Presentation by Ian Coughbrough and Kurt Harris.

Questions and comments from City Council.

Motion: Councilor Kinsella moved to approve the Three-Year Linking Agreement with Precision Concrete Cutting, Inc., for Trip Hazard Elimination Services for an approximate amount not to exceed \$200,000. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

- e. **AB 3297 Discussion/possible action for the approval of a three-year Linking Agreement with Waste Management of Arizona, Inc., not-to-exceed \$500,000.**

Presentation by Ian Coubrough and Kurt Harris.

Questions and comments from City Council.

Motion: Councilor Pfaff moved to approve the Linking Agreement with Waste Management of Arizona, Inc., for Trash Collection Services through August 6, 2028, for an amount not-to-exceed \$500,000. Seconded by Councilor Dunn. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

- f. **AB 3301 Discussion/possible action regarding approval of the Professional Services Agreement with Alternative Energy Systems Consulting, Inc. (AESC) to provide planning and design services for decarbonization projects for an amount not-to-exceed \$249,759.50.**

Presentation by Bryce Beck and Ian Coughbrough.

Comments from City Council.

Motion: Councilor Dunn moved to approve the professional services agreement with Alternative Energy Systems Consultants, Inc. (AESC) for planning and design services for decarbonization projects for an amount not to exceed \$249,759.50. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

- g. **AB 3305 Discussion/possible action to approve the purchase of 13 new Police Department vehicles through Arizona State contracts in the amount of \$1,246,000.**

Presentation by Commander Dowell, Chief Foley, and Ian Coubrough.

Opened to the public at 10:19 p.m.

Tim Perry, Sedona, spoke in opposition to the purchase of new police department

vehicles.

Brought back to City Council at 10:21 p.m.

Comments from City Council.

Motion: Councilor Fultz moved to approve the purchase of 13 new police department vehicles through Arizona State contracts in the amount of \$1,246,000 as outlined. Seconded by Councilor Furman. Vote: Motion passed with seven (7) in favor (Ploog, Fultz, Dunn, Furman, Hosseini, Kinsella, Pfaff) and zero (0) opposed.

h. AB 3066 Discussion/possible action regarding future meeting/agenda items.

Councilor Dunn requested a discussion regarding the Land Development Code. Unanimously, City Council supported her request.

10. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Return to open session. Discussion/possible action on executive session items.**

11. Adjournment

Mayor adjourned the meeting at 10:25 p.m. until tomorrow's meeting at 2:00 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on December 9, 2025.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, December 10, 2025, 2:00 p.m.**

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Ploog called the meeting to order at 2:00 p.m.

2. Roll Call

Council Present: Mayor Holli Ploog, Vice Mayor Brian Fultz, Councilor Melissa Dunn, Councilor Pete Furman, Councilor Kathy Kinsella, Councilor Derek Pfaff and Councilor Charlotte Hosseini (attended virtually via Teams).

Staff Present: Deputy City Manager Andy Dickey, Deputy City Manager Lauren Browne, Deputy City Manager Barbara Whitehorn, City Attorney Kurt Christianson, Police Commander Heather Penner, Associate Director of Community Development Tony Allender, Planning Manager Cari Meyer, Police Detective Sergeant Casey Pelletier, City Clerk JoAnne Cook, Director of Wastewater Roxanne Holland, Sustainability Manager Bryce Beck, and Deputy Clerk Marcy Garner.

Special Business

a. AB 3294 Presentation/discussion regarding concepts proposed by community members for possible consideration in the Western Gateway Master Plan.

Presentation by Sedona International Film Festival Executive Director, Mr. Patrick Schweiss and Sedona International Film Festival Board Member Bob Lewis.

Comments and questions from City Council.

Presentation by Mr. Allan Affeldt.

Comments and questions from City Council.

Break at 3:36 p.m. Reconvened at 3:46 p.m.

Presentation by Sedona Cultural Park 2.0 Board members, Jennifer May, Daniel Jensvold and Herb Tiffany, and President of Sedona Cultural Park 2.0, John Bradshaw.

Comments and questions from City Council.

Opened to the public at 4:35 p.m.

The following spoke in favor of the item, Mary Byrd, Sedona, Vice Chair of the Fine Art Museum of Sedona, Christopher Ford, Sedona, Scott Lesser Ross, Sedona, Robert Koster, Sedona, Robert Koster also read a statement by Joetta Winter, Sedona, Sedona Cultural Park 2.0 Board Member, Stephen Thompson, Camp Verde, Tim Jessup, Sedona, Suzanne Strauss, Sedona, with Sedona Cultural Park 2.0, Sean Smith, Sedona and Tim Perry, Sedona

Kathy Howe, Sedona, spoke in opposition to this item.

Jeanne Blum, Sedona, spoke in support of housing and the value of arts and culture in a community

David Key, President and CEO of the Greater Sedona Chamber of Commerce, Sedona spoke on behalf of the business community and their concern for workforce housing, he also spoke about issues with entertainment company, Live Nation.

Michael Wright, Sedona, spoke about having questions about the economic analysis of Sedona Cultural Park 2.0, and the main concerns of residents with traffic and the focus on tourism.

Ben Miller, Scottsdale, President of Sedona Jazz on the Rocks, would like to share thoughts with 2.0 and provide information to council.

Brought back to City Council at 5:11 p.m.

Comments and questions from City Council.

For presentation and discussion only.

Break at 5:47 p.m. Reconvened at 6:58 p.m.

b. AB 3287 Discussion/possible direction regarding the Wastewater Reclamation Plant (WWRP) Facility Plan on future effluent management strategies and the environmental study of the Dells land.

Presentation by Roxanne Holland along with Vice President of Water Resources Terri Sue Rossi, Division Manager John Snikers and Vice President of engineering with Arizona Water Company.

By majority consensus, Council directed staff to move forward by adding recharge wells and to include a study on how to get supply water to The Dells.

Break at 7:28 p.m. Reconvened at 7:34 p.m.

c. AB 3263 Discussion/possible direction regarding sustainability programming initiatives.

Presentation by Bryce Beck, Director of Climate Science and Solutions, Dr. John Fegyveresi, M.S. Climate Science and Solutions Patrick Wickstrom, M.S. Climate Science and Solutions Layla Maggio, M.S. Climate Science and Solutions Mahi Washim, M.S. Climate Science and Solutions McKenna Hanson.

Comments and questions from City Council.

By majority consensus, Council directed staff to bring this item back to council in January.

d. Discussion/possible action regarding ideas for future meetings/agenda items.

3. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda

per A.R.S. § 38-431.03(A)(3).

- b. Return to open session. Discussion/possible action on executive session items.**

4. Adjournment

Mayor Ploog adjourned the meeting at 8:45 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on December 10, 2025.

Marcy Garner, Deputy City Clerk

Date



CITY COUNCIL AGENDA BILL

AB 3128
January 13, 2026
Consent Items

Agenda Item: 3e

Proposed Action & Subject: Approval of a Permanent Slope Reduction and Right-of-Way Easement and a Temporary Construction Easement with the property owner of APN 401-64-006A, in the amount of \$70,000, for the SIM 5D - Ranger/Brewer Roundabout.

Department Public Works/Kurt Harris

Time to Present N/A

Total Time for Item N/A

Other Council Meetings May 28, 2024 (AB 3064)

Exhibits

- A. Permanent Slope and Right-of-Way Easement with Legal Description
- B. Temporary TCE with Legal Description
- C. Easement Agreement

Finance Approval	Reviewed 1/4/26 BGW		
City Attorney Approval	Reviewed 1/5/26 KWC	Expenditure Required	
		\$	70,000
City Manager's Recommendation	Recommend approval ABS 12/21/25	Amount Budgeted	
		\$	1,559,585 FY26
		Account No. (Description)	22-5320-89-6877

SUMMARY STATEMENT

Background: The property located at 490 E. Sedona Vista Drive (APN 401-64-006A) is within the Coconino County area of the City and has been identified as having prospective use for public transportation improvement purposes. This acquisition follows an adjacent slope easement agreement for the same purpose.

The property owner has agreed to a permanent slope reduction and right-of-way easement ("Easement") on a portion of the property that is otherwise unusable due to the presence of overhead electric transmission lines. The Easement will allow the project to eliminate the need for a retaining wall as part of the SIM 5D Ranger Road/Brewer Road Roundabout Extension Improvements. These improvements are part of the SR 89A/Forest/Brewer/Ranger/SR 179 corridor improvement program, which is focused on enhancing connectivity, improving traffic flow, and reducing congestion.

In May 2024, Council approved AB 3064 for the acquisition of Parcel 1 (195 Brewer Road, APN 401-38-013F). That action resulted in the following outcomes:

- Purchase price: \$580,000
- Retaining wall cost reduction: approximately \$718,000
- Net project savings from Parcel 1: approximately \$138,000

As noted in AB 3064, acquisition of Parcel 2 (this item) would eliminate the remaining retaining wall, resulting in additional savings:

- Gross construction cost avoidance: approximately \$840,000
- Easement acquisition cost: \$70,000
- Additional net project savings from Parcel 2: approximately \$770,000

Combined impact of Parcels 1 and 2:

- Total net project savings: approximately \$908,000

The City has the legal authority to acquire property rights for public purposes in accordance with Arizona Revised Statutes A.R.S. § 9-241.

The total area of the permanent easement is approximately 4,131 square feet, and the Temporary Construction Easement ("TCE") encompasses approximately 676 square feet. The area is primarily located beneath APS transmission lines and consists of steep, unusable terrain. The project plan includes grading the site to a more stable slope configuration, preserving native trees, removing invasive species, and increasing usable open space.

The City has been in negotiations with the property owner since May 2024 and has reached mutually agreeable terms. The extended negotiation period coincided with the City's concurrent pursuit of potential grant funding.

A fair market appraisal was conducted on the property. The easement acquisition price of \$70,000 includes a TCE to allow temporary construction fencing, stormwater collection, and erosion control using small dry-stack rockery retaining walls. These walls will also be used to build tree wells and be strategically located to break up the 2:1 slope for a natural and aesthetic appearance.

Budget:

The easement acquisition is proposed to occur in FY26, as adequate budget capacity is available in the capital improvement program for SIM 5D Ranger Road/Brewer Road Roundabout Extension Improvements to cover the cost of the easement acquisition.

Climate Action Plan/Sustainability Consistent: ☒Yes - ☐No - ☐Not Applicable

Strategies implemented in this transportation improvement project aim to reduce congestion and improve travel times, resulting in reduced vehicle emissions. Furthermore, this easement acquisition will provide more open space and natural landscape while reducing hardscape (concrete) to reduce heat island effects.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Proceed with construction of the originally designed retaining wall, which would add significant cost, require ongoing maintenance, and result in reduced open space compared to the recommended acquisition.

MOTION

I move to: approve a Permanent Slope Reduction and Right-of-Way Easement and a Temporary Construction Easement with the property owner of APN 401-64-006A, in the amount of \$70,000, for the SIM 5D – Ranger/Brewer Roundabout Project.

EXHIBIT "A"
Permanent Slope Reduction and Right-of-Way Easement APN 401-64-006A,
with Legal Description

(see attached)

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Permanent Slope Reduction and Right-of-Way Easement

Parties:
City of Sedona

and:
Jacob Richard Edwards and Courtney Edwards

Assessor's Parcel Number:
401-64-006A

County:
Coconino

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-64-006A

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE REDUCTION AND RIGHT-OF-WAY EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jacob Richard Edwards and Courtney Edwards ("Grantors") do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **permanent easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining a graded / contour slope upon the surface, and for use by the general public, public utilities and any right-of-way and/or public roadway related appurtenances upon, across, over, and under the surface of that property situated in the City of Sedona, Yavapai County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well or plant any trees within the limits of such Easement without the prior written consent of the Grantee.

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTORS:

Jacob Richard Edwards

Courtney Edwards

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE:
City of Sedona

Anette Spickard, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Schedule A
(Legal description, see attached)

EXHIBIT A LEGAL DESCRIPTION RIGHT OF WAY

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 3610423, COCONINO COUNTY RECORDS BEING A PORTION OF LOT 6 OF "SEDONA VISTA ESTATES" RECORDED IN DOCUMENT NO. 900835, RECORDS OF COCONINO COUNTY, ARIZONA LOCATED IN SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID PARCEL, FROM WHICH THE SOUTHEAST CORNER OF SAID PARCEL BEARS NORTH 89°41'41" EAST, A DISTANCE OF 50.19 FEET SAID LINE BEING THE BASIS OF BEARINGS;

THENCE LEAVING SAID SOUTH LINE, NORTH 09°08'29" EAST, A DISTANCE OF 24.97 FEET;

THENCE NORTH 14°32'12" EAST, A DISTANCE OF 77.61 FEET;

THENCE NORTH 27°36'52" EAST, A DISTANCE OF 29.40 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE ALONG SAID EAST LINE, SOUTH 19°43'38" EAST, A DISTANCE OF 35.12 FEET;

THENCE SOUTH 00°46'51" EAST, A DISTANCE OF 92.51 FEET TO THE SOUTH LINE OF SAID PARCEL;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°41'41" WEST, A DISTANCE OF 50.19 FEET TO THE POINT OF BEGINNING.

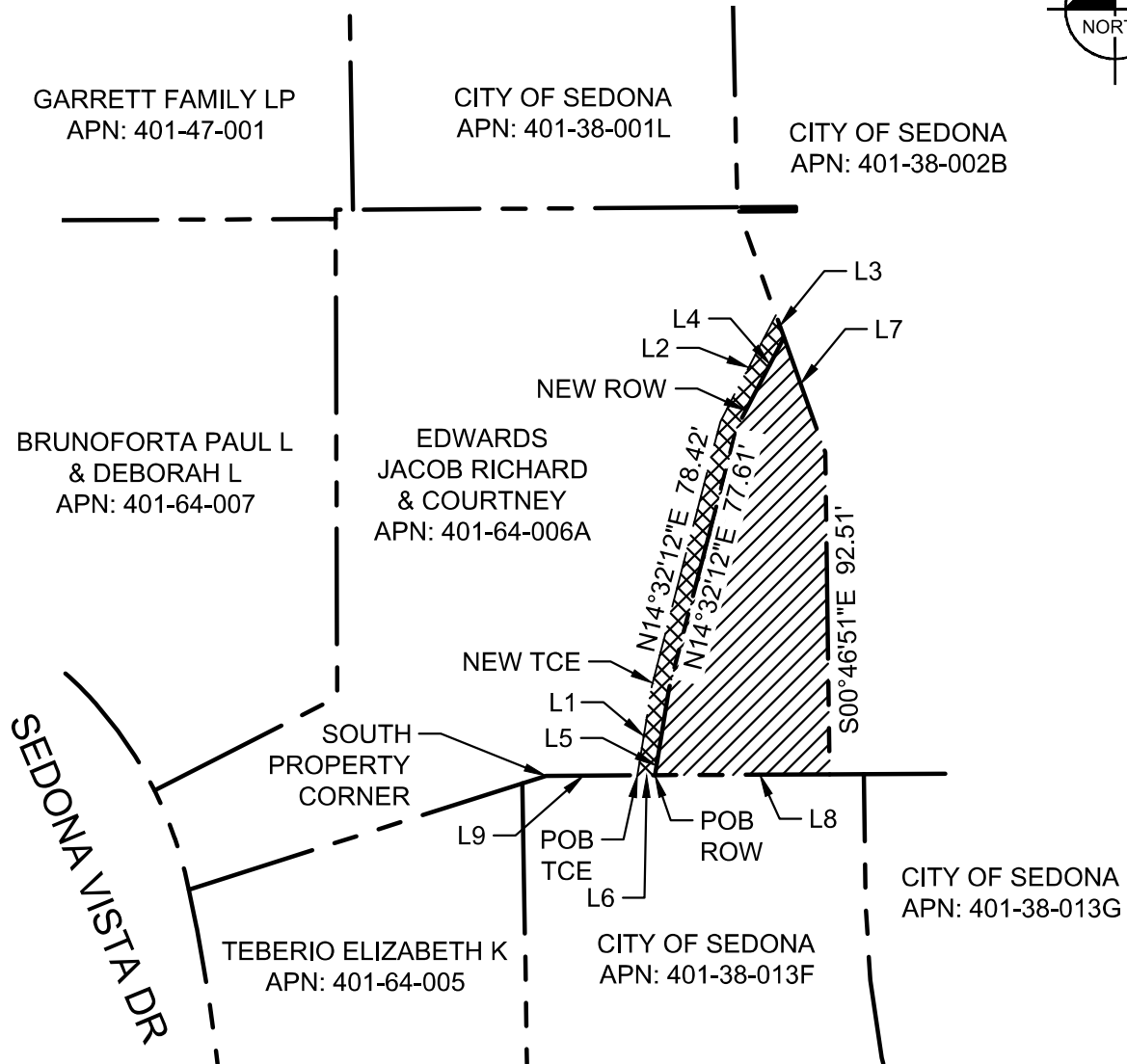
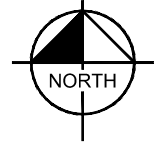
CONTAINING 4,146 SQUARE FEET OR 0.095 ACRES, MORE OR LESS



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Kimley»Horn					
7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020			Tel. No. (602) 837-5511		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	01/07/2025	191502014	1 OF 3

EXHIBIT B



 RIGHT OF WAY
4,146 SQ.FT. MORE OR LESS

 TEMPORARY CONSTRUCTION EASEMENT
678 SQ.FT. MORE OR LESS

LINE TABLE

L1 = N09°08'29"E 26.04'	L6 = S89°41'41"W 5.07'
L2 = N27°36'52"E 34.58'	L7 = S19°43'38"E 35.12'
L3 = S19°43'38"E 6.80'	L8 = S89°41'41"W 50.19'
L4 = S27°36'52"W 29.40'	L9 = S89°41'41"W 33.13'
L5 = S09°08'29"W 24.97'	



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	01/07/2025	191502014	3 OF 3

EXHIBIT "B"
Temporary Construction Easement APN 401-64-006A, with Legal Description
(see attached)

When Executed Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-64-006A

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jacob R. Edwards and Courtney Edwards, husband and wife (collectively "Grantor"), do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") that applies to the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Ranger Extension Project is complete, or no later than three years from the execution date of this Easement, whichever occurs first.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct the Ranger Extension Project, install minor grading, sloping and gabion revetment pursuant to Ranger Extension Project improvements.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

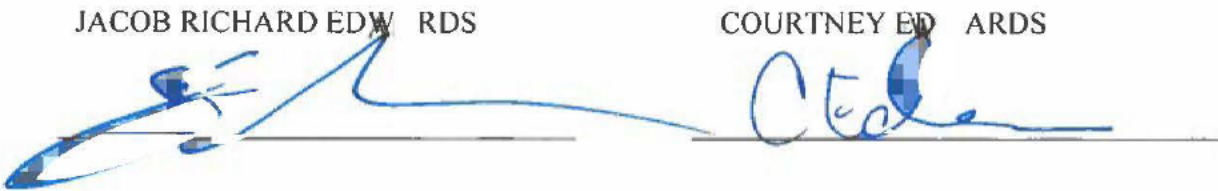
Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

GRANTOR:

JACOB RICHARD EDWARDS RDS

COURTNEY EDWARDS



Date: 7/9/2025

Date: 7/9/2025

ACKNOWLEDGEMENT

STATE OF ^{ohio}~~ARIZONA~~)
County of Lake) ss.

On this 9th day of July, 2025 before me, the undersigned Notary Public, personally appeared JACOB RICHARD EDWARDS and COURTNEY EDWARDS, whose identity/ies was/were proven to me on the basis of satisfactory evidence to be the person who they claim to be, and acknowledged that they signed the Warranty Deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ana Geiger-Dugandzic
Notary Public

My Commission Expires: 08/15/2026



ANA GEIGER-DUGANDZIC
NOTARY PUBLIC • STATE OF OHIO
Commission No. 2016-RE-601705
My Commission Expires Aug. 15, 2026

GRANTEE: City of Sedona

Holli Ploog, Mayor

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT**

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 3277914, COCONINO COUNTY RECORDS LOCATED IN SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID PARCEL, FROM WHICH THE SOUTH CORNER OF SAID PARCEL BEARS SOUTH 89°41'41" WEST, A DISTANCE OF 26.26 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 09°08'29" EAST, A DISTANCE OF 26.04 FEET;

THENCE NORTH 14°32'12" EAST, A DISTANCE OF 78.42 FEET;

THENCE NORTH 27°36'52" EAST, A DISTANCE OF 34.58 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE ALONG SAID EAST LINE, SOUTH 19°43'38" EAST, A DISTANCE OF 6.80 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 27°36'52" EAST, A DISTANCE OF 29.40 FEET;

THENCE SOUTH 14°32'12" EAST, A DISTANCE OF 77.61 FEET;

THENCE SOUTH 09°08'29" WEST, A DISTANCE OF 24.97 FEET TO THE SOUTH LINE OF SAID PARCEL;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°41'41" WEST, A DISTANCE OF 5.07 FEET TO THE POINT OF BEGINNING.

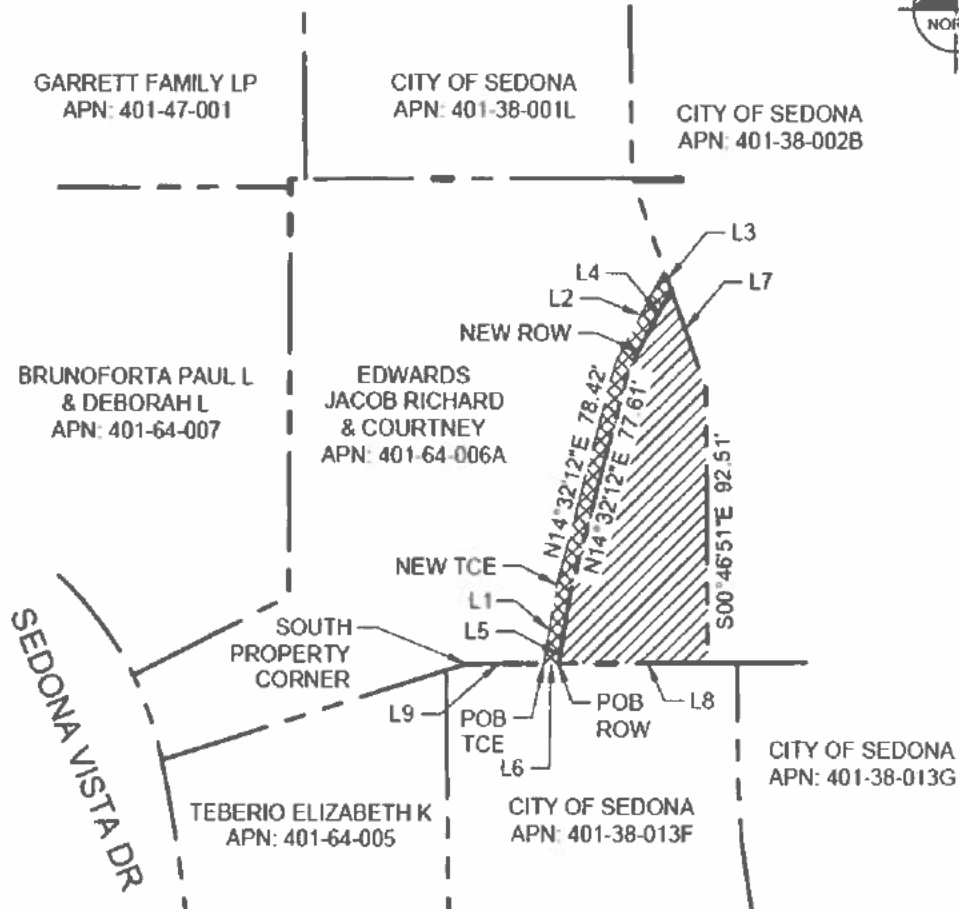
CONTAINING 678 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.



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Tel: No. 1602-837-5511					
Drawn By	Checked By	Date	Project No.	Sheet No.	
N/A	CAH	01/07/2025	191500014	2 OF 3	

EXHIBIT B



RIGHT OF WAY
4,146 SQ.FT. MORE OR LESS

TEMPORARY CONSTRUCTION EASEMENT
678 SQ.FT. MORE OR LESS

LINE TABLE

L1 = N09°08'29"E 26.04'	L6 = S89°41'41"W 5.07'
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L3 = S19°43'38"E 6.80'	L8 = S89°41'41"W 50.19'
L4 = S27°36'52"W 29.40'	L9 = S89°41'41"W 26.26'
L5 = S09°08'29"W 24.97'	



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Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
N.T.S.	CAH	CAH	01/07/2025	191503014	3 OF 3

EASEMENT ACQUISITION AGREEMENT

This Easement Acquisition Agreement ("Agreement") is made and entered into by and between the **City of Sedona**, an Arizona municipal corporation ("Grantee") and **Jacob R. Edwards and Courtney Edwards** ("Grantors"), upon the date signed by both parties below (the "Effective Date").

RECITALS:

Whereas, Grantors are the owners of a parcel of real property on Forest Road in the City of Sedona generally known as 490 Sedona Vista Drive and more particularly described as Coconino County APN 401-64-006A ("Parcel"); and

Whereas, Grantee desires to acquire a permanent easement on a portion of the Parcel for slope reduction and right-of-way purposes ("Permanent Easement") as legally described in Exhibit "A" (Permanent Slope Reduction and Right-of-Way Easement APN 401-64-006A, with Legal Description) which Exhibit A is incorporated herein by this reference; and

Whereas, Grantee also desires to acquire a temporary construction easement ("TCE") on a portion of the Parcel as legally described in Exhibit "B" (Temporary Construction Easement APN 401-64-00SA, with Legal Description), which Exhibit B is incorporated herein by this reference; and

Whereas, jointly the Permanent Easement and the TCE, as legally described in Exhibits A and B, shall be called the "Easements"; and

Whereas, Grantee desires to acquire the Easements and Grantors desire to grant the Easements in accordance with the terms and conditions set forth herein for a public purpose.

AGREEMENT:

Now, therefore in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement.

2. Acquisition of Easements. Grantee agrees to acquire the Easements and Grantors agree to grant the Easements upon the terms and conditions set forth herein. Grantors hereby irrevocably disclaim, waive and release any and all claims against Grantee arising in connection with or related to this Agreement and any of the transactions contemplated by this Agreement.

3. Cost. The cost of the Easements is \$70,000 to be paid in full by the City of Sedona to Grantor after approval by the Sedona City Council and within 30 days of receipt of the signed Easements from the Grantor.

4. Grantors' Representations. Grantors represent the following to Grantee:

(a) Grantors have not received notice of any pending condemnation or similar proceeding affecting the Parcel, or any portion thereof, and Grantors, to the best of their knowledge, are not aware of any threatened condemnation or similar proceedings affecting the Parcel, or any portion thereof.

(b) To the best of Grantors' actual knowledge, the Parcel is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law, ordinance or regulation including, without limitation, any relating to environmental conditions, in, at, on, under or about the Parcel including, but not limited to, soil and ground water conditions and that neither Grantors nor, to the best of Grantors' actual knowledge, any third party has used, generated, manufactured stored or disposed in, at, on, under or about the Parcel or transported to or from the Parcel any hazardous waste, toxic substances or related materials except in accordance with applicable law; and, to the best of Grantors' actual knowledge, there is not now nor has there even been on or in the Parcel underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electric transformers or other equipment.

(c) There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy pending against Grantors.

(d) Grantors have not previously taken any action and will not take any action, which would cause any lien or claim of lien to be made against the Parcel under the mechanics' and materialman's lien laws of the State of Arizona.

(e) Grantors have not received any notifications from any governmental authority having jurisdiction over the Parcel requiring any work to be done on the Parcel or alleging any violation of law with respect to the Parcel.

(f) Grantors have no actual knowledge of any claims, administrative actions or lawsuits pending or threatened against the Parcel, other than from Grantee.

(g) Grantors have no actual knowledge of any parties in adverse possession of the Parcel or of any prescriptive rights or unrecorded easements upon or across the Parcel, or any portion thereof.

(h) Grantors are not required to obtain the approval or consent of any other person or entity to execute this Agreement.

5. Grantee's Representations. Grantee represents the following to Grantors:

(a) Grantee has full authority to execute this Agreement.

(b) Grantee is not aware of any adverse actions against Grantee that would limit or impair Grantee's right to perform its obligations under this Agreement.

6. Notices.

(a) Notices shall be in writing and shall be given by personal or air courier service delivery to a responsible person, by telephone facsimile, by email, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Grantors and Grantee at the following or at such other address as a party may designate to the other in writing:

Grantors:

Jacob R. Edwards and Courtney Edwards
38276 Union Street
Willoughby, OH 44094

Grantee:

City of Sedona
c/o City Attorney
102 Roadrunner Dr.
Sedona, Arizona 86336

7. Governing Law. Grantors and Grantee agree this Agreement shall be interpreted under the laws of the State of Arizona and not elsewhere.

8. Attorney's Fees. If either party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorneys' fees and costs, said sum to be fixed by a court of competent jurisdiction.

9. Jurisdiction; Venue; Waiver of Jury Trial. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Coconino and not elsewhere. Each party specifically submits itself to the jurisdiction of said Court and waives any objection to venue. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

10. Waiver. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

11. **Entire Agreement.** This document constitutes the entire agreement between the parties and may not be amended or otherwise modified except by the express written agreement of the parties.

12. **Counterpart.** This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original hereof.

13. **Binding on Heirs.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last set forth below.

GRANTORS:

Jacob R. Edwards

Courtney Edwards

By: _____

By: _____

Date: _____

Date: _____

GRANTEE:

City of Sedona

By: _____
Holli Ploog, Mayor

Date: _____

ATTEST:

By: _____
JoAnne Cook, City Clerk

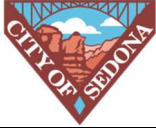
APPROVED AS TO FORM:

By: _____
Kurt W. Christianson, City Attorney

EXHIBIT "A"
PERMANENT SLOPE REDUCATION AND RIGHT OF WAY EASEMENT APN 401-64-006A, with Legal Description

(see attached)

EXHIBIT "B"
Temporary Construction Easement APN 401-64-006A, with Legal Description
(see attached)



CITY COUNCIL AGENDA BILL

AB 3308
January 13, 2026
Consent Items

Agenda Item: 3f

Proposed Action & Subject: Approval of Acceptance of Federal Historic Preservation Fund Certified Local Government Pass-Through Grant in the amount of \$20,000.

Department Community Development/Cari Meyer

Time to Present NA

Total Time for Item

Other Council Meetings NA

Exhibits
A. Draft CLG Agreement
B. Pass Through Grant Application

Finance Approval	Reviewed 1/4/26 BGW	
City Attorney Approval	Reviewed 1/5/26 KWC	Expenditure Required
		\$ 40,000 (\$20,000 general fund, \$20,000 grant funds)
City Manager's Recommendation	Recommend acceptance ABS 12/31/25	Amount Budgeted
		\$ 20,000 (FY26), \$20,000 additional funds will be requested for FY27
		Account No. 10-5310-31-6405 (Description) (Planning Professional Services – Historic Preservation Survey)

SUMMARY STATEMENT

Background:

The Arizona State Historic Preservation Office (SHPO) awarded the City of Sedona \$20,000 in matching grant funds for an update to the City of Sedona Historic Resource Survey. The Draft Certified Local Government (CLG) Agreement and the City's Grant Application are attached.

The SHPO awards federal pass-through grants for historic preservation purposes. The City of Sedona was awarded a matching grant of up to \$20,000 to complete an update to the Historic Resources Survey, which was last updated in 2014. The City has 23 designated local historic landmarks and 4 buildings that are also on the National Register of Historic Properties. The City's Historic Resource Survey contains an additional 37 surveyed sites.

As the Historic Resources Survey may include buildings more than 50 years old, the last survey would have only looked at buildings constructed in 1964 or earlier. Now, the survey may include properties constructed in 1976 or earlier. While not all of these properties will be eligible for historic landmark status, documenting them will provide a more complete history of Sedona.

The \$20,000 matching funds for this project is included in the current budget and grant funding was not considered in this budget request. The existing \$20,000 budget would allow for an updated survey of the existing landmarked and surveyed properties and limited inclusion of additional properties. An additional \$20,000 (\$40,000 total) will allow for a more robust survey and inclusion of additional properties and neighborhoods.

Climate Action Plan/Sustainability Consistent: ☐ Yes - ☐ No - ☒ Not Applicable

n/a

Board/Commission Recommendation: ☒ Applicable - ☐ Not Applicable

The Historic Preservation Commission supports acceptance of the grant, as it will provide updates on existing historic landmarks and provide recommendations for future historic landmarks.

Alternative(s): Reject the Federal Historic Preservation Fund Certified Local Government Pass-Through Grant and move forward with the currently budgeted \$20,000.

MOTION

I move to: approve the Acceptance of Federal Historic Preservation Fund Certified Local Government Pass-Through Grant in the amount of \$20,000.



State Historic Preservation Office
1110 W. Washington #100, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



This agreement is entered into by and between the Arizona State Parks Board and the City of Sedona and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROGRAM: Federal Historic Preservation Fund Certified Local Government Pass-Through

PROJECT TITLE: City of Sedona Historic Resource Survey

PROJECT TYPE: Survey and Inventory

STATE PROJECT NUMBER: 4425013

FEDERAL PROJECT NUMBER: AZ-25-10013

FFY OF REVENUE: FFY2025

NPS/HPF GRANT #: P24AF02385-00

CDFA NUMBER: 15-904

PROJECT PERIOD: Upon full execution through **March 31, 2027**

FEDERAL FUNDS: \$20,000.00 50%

PARTICIPANT MATCH: \$20,000.00 50%

TOTAL PROJECT COST: \$40,000.00 100%

**APPROVED SCOPE OF
WORK AND SPECIAL
CONDITIONS:** Attachment A

AUTHORITIES TO ENTER THE AGREEMENT: (statute, resolution, minutes, etc.)

STATE: A.R.S. §§ 41-511.04 (A) (8), 41-511.04 (D)(1) & 41-511.05 (2) and Resolution 11/2000.

FEDERAL: 36 CFR 61.7 (a).

AWARDING OFFICIALS ON BEHALF OF THE NATIONAL PARK SERVICE AND THE ARIZONA STATE PARKS BOARD:

Signature _____ Date _____

Kathryn Leonard
State Historic Preservation Officer

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT
AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE
PARTICIPANTS SIGNATURE BELOW.

Signature _____ Date _____

Bob Broschied
Director, Arizona State Parks

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND
AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.

Participant's Signature _____

Attorney's Signature _____

Name (Typed) _____

Name (Typed) _____

Title _____

Date _____

Title _____

Date _____



ATTACHMENT A
Approved Project Scope and Special Conditions

PARTICIPANT: City of Sedona

PROJECT TITLE: City of Sedona Historic Resource Survey

STATE PROJECT NUMBER: 4425013

FEDERAL PROJECT NUMBER: AZ-25-10013

STATE PLAN OBJECTIVES:

Goal 1: Better Resource Management

An updated survey will provide better resource management as it will illuminate the universe of buildings that meet the 50 year threshold for surveying and landmarking. It will help prioritize which buildings to pursue for landmarking, as well as help better interpret the built environment.

Goal 4: Integrated Preservation Planning

The City of Sedona adopted an updated Community (General) Plan in 2024. Historic preservation and honoring Sedona's history is seen throughout the plan. The updated survey will specifically support the City of Sedona's Community Plan's vision for preserving, recognizing, and celebrating historic resources, helping us to identify what our historic resources are, what role they play in the history of our City, and how best to recognize them in the future.

Goal 6: Public Support

This survey will relate to point 3 of Goal 6, "expand historic properties awareness to new Arizona residents." Sedona is a community of newcomers – many residents come from somewhere else. A new Historic Resource Survey will help the HPC to educate those newcomers about our community's built environment and history.

Goal 7: Policy Maker Support

The City will be able to provide information to show the rich history of Sedona and help City Council better understand the community which they lead. Sedona is getting closer to build out and we anticipate that many of the development projects will be redevelopment of existing sites. An Updated Historic Resource Survey will be a key tool to provide to our decision makers (City Council, Planning and Zoning Commission, and City Staff) as they are involved in reviewing redevelopment plans for properties.

APPROVED PROJECT SCOPE:

The City of Sedona Historic Preservation Commission (HPC)/CLG will to complete a comprehensive survey of historic properties in Sedona, Arizona. The end product will be an updated historic resource survey, which was most recently done in 2014. Sedona



State Historic Preservation Office
1110 W. Washington #100, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



experienced a massive growth spurt in the 1950s, 60s, and 70s. As a result, many of the buildings in the city have recently become eligible for the historic resource survey (50 or more years old), and they need to be identified and documented.

SPECIAL CONDITIONS:

1. Major milestones to judge the project

Award: December 2025

Survey and Inventory completed: December 2026

Any significant changes in timelines, deliverables, or budget as submitted in the application must be reported to the AZSHPO grant coordinator immediately.

2. A copy of the RFP will be submitted to the AZ SHPO grant coordinator when issued.
3. Once a vendor is selected, a copy of the contract will be sent to the AZ SHPO grant coordinator.
4. Progress reports must be submitted at the following times:
 - a. 1st week of January 2026
 - b. 1st week of April 2026
 - c. 1st week of July 2026
 - d. 1st week of October 2026
 - e. 1st week of January 2027
 - f. Final Report, 1st week of April 2027
5. To ensure that final deliverables meet with AZ SHPO approval in a timely manner, please submit drafts as they are available. AZ SHPO staff will review drafts and provide comments within 30 business days. Final reimbursement may be withheld until final deliverables are sent to AZ SHPO.
6. All work must be completed by March 31, 2027.

GENERAL PROVISIONS

PART I - DEFINITIONS

For purposes of this agreement,

A. **BOARD** means the Arizona State Parks BOARD, which is the governing body of Arizona State Parks.

B. **CLG** means Certified Local Government.

C. **ELIGIBLE COSTS** means direct costs chargeable to the project PASS-THROUGH program such as 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the PASS-THROUGH; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the PASS-THROUGH; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; 5) direct services furnished specifically for the PASS-THROUGH program by other agencies.

D. **FUND** means a grant from the Federal Historic Preservation Fund.

E. **GUIDELINES** mean program directives adopted by the BOARD.

F. **INELIGIBLE COSTS** are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the PASS-THROUGH.

G. **MATCH** means a specified percentage of the total eligible and direct project cost which may consist of cash, in-kind contributions, or donations including volunteer time.

H. **NPS** means National Park Service, United States Department of the Interior.

I. **OFFICER**, under authority granted by statute or delegated by the Board, means the State Historic Preservation Officer.

J. **PARTICIPANT** means an eligible applicant that has been awarded a PASS-THROUGH.

K. **PASS-THROUGH** refers to the money from the **Fund** that NPS and the Federal Government require the SHPO to pass-through to CLGs per 36 CFR 61.7.

L. **PROJECT** means an activity, or a series of related activities, which are described in the specific project scope of work and which result in a specific product(s).

M. **PROJECT PERIOD** means the period of time during which all approved work and related expenditures associated with an approved project are to be completed by the PARTICIPANT.

N. **SHPO** refers the State Historic Preservation Office.

O. **STAFF** means employees of Arizona State Parks, specifically SHPO.

P. **SUB-CONTRACT** means a direct contract between the PARTICIPANT and another party whereby labor is supplied or work is performed in furtherance of the PARTICIPANT'S responsibilities under this agreement.

Q. **TERM OF USE** means the time required for public use, as specified in the Special Conditions attached to this agreement.

PART II - PERFORMANCE

A. ADMINISTRATION

1. **Conditions** - This agreement is subject to the availability of PASS-THROUGH funds and appropriate approvals, and shall be subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, other acts of the Arizona Legislature, executive orders of the Governor, policies of the BOARD, and requirements under applicable federal law.
2. **Incorporation of Application** - The PARTICIPANT'S approved application for PASS-THROUGH funds is incorporated by reference as part of this agreement; however, the terms of this agreement shall take precedence in the event of conflict or ambiguity.
3. **Use of PASS-THROUGH Funds** - Awarded PASS-THROUGH funds shall be used solely for eligible purposes of the funding program as defined by statute and as approved by the OFFICER. The PARTICIPANT agrees to make monetary restitution of ineligible expenditures disclosed through audit by NPS.

4. **Transfer of PASS-THROUGH Funds** - Awarded PASS-THROUGH funds shall be transferred to the PARTICIPANT through reimbursement of approved expenditures. Documentation of these expenditures will include, but is not be limited to, invoices, canceled checks, vouchers, receipts, time records for both employees and in-kind labor, and indirect cost rate documentation, if applicable. Staff will reimburse PARTICIPANT for allowable current project expenditures up to the PASS-THROUGH amount.
5. **Final Reimbursement** - A final reimbursement will be made to the PARTICIPANT of all eligible federal share funds upon receipt of fiscal documentation detailed in #4 above and upon receipt of the final product which would include, but is not be limited to, reports, videos, or documents. This final reimbursement request and product will be submitted to the STAFF within thirty (30) days after the completion date of the Project but not later than October 30th, thirty (30) days (after the end of the federal fiscal year). One extension for an additional 30 days is available upon *written* request. Failure to submit the final request for reimbursement or a written request for extension within thirty (30) days after completion date or within thirty (30) days of the end of the federal fiscal year will result in the PARTICIPANT forfeiting any balance of the federal share not previously reimbursed.
6. **PASS-THROUGH Retainage** - Ten percent (10%) of the PASS-THROUGH amount may be retained from reimbursement to PARTICIPANT until STAFF notifies the PARTICIPANT in writing that the project is officially closed and completed.
7. **PASS-THROUGH Accountability** - Received PASS-THROUGH funds shall be managed separately within the PARTICIPANT'S accounting system which identifies the name and number of the project. The funds shall be expended only as authorized under the terms of this agreement and applicable state and federal laws.
8. **Accomplishment of Project** - The project shall be accomplished according to the terms of this agreement and applicable State laws, and the Historic Preservation Fund Grants Manual published by NPS.
9. **Amendments** - This agreement may be amended in writing by the parties of the agreement upon written request of the PARTICIPANT and good cause shown, to adjust the approved scope of work,

products, budget and performance/reporting mile stones, or other specified adjustments to the agreement. These changes cannot be made without prior approval of the OFFICER.

10. **Use of Project** - Project accomplishments shall be open or available to the public as specified in Attachment A.
11. **Special Conditions** - Special conditions listed in Attachments to this agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties to this agreement. Breach of any condition shall be enforceable by specific performance or shall justify the OFFICER to seek recovery of all funds granted.
12. **Disagreements** – Disagreements with any decision or action concerning project administration which are not resolved to the satisfaction of the participant with staff may be addressed in the following manner:
 - a. The participant may submit a written request for review to the Assistant Director of the Partnerships Division of the Arizona State Parks who will address the matter and respond in writing within 30 days of receiving the request from the participant.
 - b. If the disagreement is not resolved at the Assistant Director's level, the participant may submit a written request for review to the Executive Director of Arizona State Parks for consideration. The Executive Director will respond within 30 days of receiving the request.

B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Only those costs associated with approved project work incurred during the project period shall be eligible for matching assistance.

C. PROCUREMENT AND DEVELOPMENT

Procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to the PARTICIPANT'S procurement standards.

All procurement transactions, including the selection of consultants, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free

competition. Information regarding procurement guidelines, requirements and documentation is available from the STAFF, which shall have the right to determine the specific requirements to be followed.

PARTICIPANTS agree to submit Requests for Proposals or Invitations to Bid to SHPO for review and comment before their release, and agree to incorporate comments and revisions into the final procurement document. The PARTICIPANT will notify STAFF in writing of the selected proposal, why it was selected, and the names of other bidders on the project. Consultants must submit documentation of qualifications to perform professional services in work related to the project that meet the applicable professional requirements in the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. These conditions must be met before reimbursements are processed to the PARTICIPANT by STAFF.

D. SUB-CONTRACTS

1. Subcontracts awarded to accomplish approved project work shall incorporate, by reference, in each subcontract the provisions of this agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each subcontract. The PARTICIPANT agrees to submit to the STAFF all subcontracts for review and comment prior to their release, and agrees to incorporate the OFFICER'S comments and suggested revisions into the subcontract. The PARTICIPANT will forward copies of all executed subcontracts to the STAFF and will retain originals on file.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this agreement when due. If the PARTICIPANT is subject to A.R.S. §34-221, payment is due when required pursuant to A.R.S. §34-221.
3. Unless the PARTICIPANT is a State or federal agency, the PARTICIPANT shall indemnify, save and hold harmless the BOARD and the State of Arizona, its agents, departments, officers and employees from all claims, losses, damages, liabilities, expenses, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this Agreement, except those claims, losses, damages, liabilities, expenses, cost, and charges arising from

the sole negligence of the BOARD or the State of Arizona, its agents, departments, officers, or employees.

4. Any subcontract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the OFFICER and NPS shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

E. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

The PARTICIPANT agrees to submit a project status report to STAFF with each billing statement or advance request, but not less than quarterly. The status report will include at a minimum the following: 1) progress in completing approved scope of work; 2) budget report; and 3) anticipated delays and problems preventing expeditious completion of the project.

If the project period crosses Federal fiscal years, the PARTICIPANT agrees to submit an expenditure and progress report as of September 30. Failure to submit the reports will result in delays in reimbursement or advance processing.

The PARTICIPANT further agrees to consult with STAFF and/or OFFICER, as needed, to review progress. The STAFF and/or OFFICER reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Use to assure compliance with the terms of this agreement.

The participant agrees to submit an acceptable final report of the project to the OFFICER which includes a comparison of completed activities and budget to those in the approved agreement as well as the specified final product.

F. PROJECT INCOME AND EARNED INTEREST

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used to further the purposes of the approved project. Funds advanced, but not spent to complete the project shall be returned to the OFFICER at the completion of project. Pursuant to part II paragraph G of this agreement, the PARTICIPANT shall own all rights in the materials produced with project funds.

G. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP, STORING OF AND ACCESS TO INFORMATION

The PARTICIPANT shall have ownership of products or publishable matter produced with PASS-THROUGH assistance with the understanding that the BOARD reserves non-exclusive license to use and reproduce, without payment, such materials. This paragraph is not applicable to architectural or engineering plans produced with PASS-THROUGH assistance.

Original National Register nomination forms, original maps, photographs, negatives, planning documents, and final reports generated are the property of the OFFICER and shall be stored by the OFFICER in the State Historic Preservation Office and/or the State Library & Archives, or processed, as appropriate. Other data or information generated during this project may be retained by the PARTICIPANT and shall be stored by the PARTICIPANT in a manner approved by the OFFICER. If for any reason the PARTICIPANT can no longer store the project information, it shall be moved by the PARTICIPANT to a depository approved by OFFICER. The decision of the OFFICER with respect to ownership, custody, or storage of any property is final.

With the exception of National Register nomination forms, the PARTICIPANT will provide the OFFICER with five (5) copies of a final summary report (two (2) for SHPO and three (3) for NPS) and four (4) copies (one (1) for SHPO and three (3) for NPS) of any products related to the project must be submitted with the required closure documentation. Two (2) complete originals of the National Register Nomination forms, with all of the appropriate attachments, must be submitted to the OFFICER with the required closure documentation.

H. FUND SOURCE RECOGNITION

The PARTICIPANT agrees to publicly acknowledge the PASS-THROUGH program used to assist project accomplishments including, but not limited to, final documents, audio-visual recording, photographs, plans, drawings, and publications. At a minimum, this acknowledgment shall include the following:

The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

The PARTICIPANT is free to arrange for copyright without approval on final documents, audio-visual recording, photographs, plans, drawings, and other

project products developed or produced and paid for in whole or in part by this PASS-THROUGH. Such materials shall include acknowledgment of the PASS-THROUGH assistance. As a condition of this PASS-THROUGH assistance, the PARTICIPANT agrees to allow a royalty-free, non-exclusive and irrevocable license for the SHPO or NPS to publish, translate, reproduce, and use all Project data or copyrightable material.

I. PROJECT COST VERIFICATION

The PARTICIPANT agrees to submit project expenditure documents to STAFF for verification or audit purposes upon request during the project period.

J. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PARTICIPANT may transfer contracted responsibilities under the terms of this agreement to another eligible participant provided that approval has been granted by the OFFICER prior to the transfer.

PART III - COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PARTICIPANT hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

To the extent required pursuant to A.R.S. §12-1518 and any successor statute, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement.

C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE

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

D. NON-DISCRIMINATION

Employment: the PARTICIPANT agrees to comply with the provisions of Executive Order Number 99-4, issued by the Governor of the State of Arizona relating to nondiscrimination in employment, which by reference is incorporated herein and becomes a part of this Agreement.

The following shall be included in any publication of information generated within the scope of the Project:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or handicap in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

E. ARIZONANS WITH DISABILITIES ACT OF 1992 AND AMERICANS WITH DISABILITIES ACT

The PARTICIPANT shall comply with all applicable provisions of the Arizonans with Disabilities Act of 1992, A.R.S. §41-1492, et. seq. and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. §225 and 611), and applicable state rules and federal regulations under the Acts (28 CFR Parts 35 and 36).

PARTICIPANT agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or handicap.

F. IRAN/SUDAN SCRUTINIZED BUSINESS OPERATIONS

In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06 the PARTICIPANT hereby certifies that the PARTICIPANT does not have scrutinized business operations with Sudan or Iran.

G. RECORDS RETENTION AND AUDITS

1. Complete financial records and all other documents pertinent to this Agreement shall be retained by the PARTICIPANT and made available to the STAFF, if requested, for review and/or audit purposes for a period of five (5) years after project closure.

PARTICIPANT must comply with the Single Audit Act of 1984 (31 USC §§7501-7) and the requirements of OMB Circular A-128 for State or local governments, or the audit requirements of OMB Circular A-133 for universities and non-profit organizations.

2. The PARTICIPANT may substitute microfilm copies in place of original records, but only after project costs have been verified.

H. STATE CONTRACT CANCELLATION

1. The State or its political subdivisions or any department or agency of either may cancel this contract, without penalty or further obligation pursuant to A.R.S. §38-511.
2. This Agreement is subject to cancellation by the BOARD under A.R.S. §38-511 if a person significantly involved in the Agreement on behalf of the state is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

I. REMEDIES

1. The OFFICER may temporarily suspend PASS-THROUGH assistance under the project pending required corrective action by the PARTICIPANT or pending a decision to terminate the PASS-THROUGH by the OFFICER.
2. The PARTICIPANT may unilaterally terminate the Project at any time before the first payment on the Project. After the initial payment, the Project may be terminated, modified, or amended by the PARTICIPANT only by written mutual agreement of the parties.
3. The OFFICER may terminate the Project in whole, or in part, at any time before the date of completion, whenever it is determined that

the PARTICIPANT has failed to comply with the terms or conditions of the agreement. The OFFICER will promptly notify the PARTICIPANT in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PARTICIPANT shall be recoverable by the OFFICER under a Project terminated for cause.

4. The OFFICER or PARTICIPANT may terminate the Participant Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PARTICIPANT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The OFFICER may allow full credit to the PARTICIPANT for the federal share of the obligations properly incurred before the effective termination date and which cannot be canceled.
5. Termination either for cause or for convenience requires that the Project in question be brought to a state of public usefulness to the terms set forth by the OFFICER; otherwise, all funds provided by the OFFICER shall be returned to the OFFICER.
6. The OFFICER may require specific performance of the terms of this agreement or take legal steps necessary to recover the funds granted if the PARTICIPANT fails to comply with the terms of the grant or breaches any condition or special condition of the Participant Agreement.
7. The remedies expressed in this Agreement are not intended to limit the rights of the OFFICER. This Agreement shall not in any way abridge, defer, or limit the OFFICER'S right to any right or remedy under law or equity that might otherwise be available to the OFFICER.

J. CULTURAL RESOURCES

1. The OFFICER is responsible for implementing the National Historic Preservation Act of 1966, 16 U.S.C. 470 et seq., as amended and as administered by the National Park Service, U.S. Department of the Interior.

2. The PARTICIPANT agrees to meet the requirements of the State Historic Preservation Act (A.R.S. §41-861 to 41-864) before project initiation.
3. All Historic Preservation Fund historic preservation projects must conform to the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Specifically:
 - a. Sub-contractors must meet the Secretary of the Interior's Professional Qualifications Standards.
 - b. Documentation related to the project must comply with the applicable standard: the Secretary's Standards for Architectural and Engineering Documentation, Historical Documentation or Archaeological Documentation
 - c. All Survey and Inventory work must comply with the Secretary of the Interior's Standards for Identification and Evaluation.
 - d. Context development and preservation plans must comply with the Secretary of the Interior's Standards for Preservation Planning.
 - e. Projects not explicitly listed here must conform to the appropriate standard as defined by the OFFICER.

Final products which do not conform to the terms and conditions of the agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

K. LOBBYING

In accordance with 18 U.S.C. 1913, the PARTICIPANT shall not use any funds provided by the OFFICER nor any matching funds related to this project for lobbying efforts.

L. OMB COMPLIANCE

PARTICIPANT must comply with the Single Audit Act of 1984 (31 USC §§7501-7) and the applicable OMB Circular as delineated below.

State/Local/Tribes

OMB 7 - A87, A102 & A128

HPF Federal General Provisions

12

2/19/2009

Non-Profits
Educational Institutions

OMB 7 - A110, A122 & A133
OMB 7 - A121 & A133

If any part of this contract is determined invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent possible by law. Acceptance of all terms and conditions of this agreement and its attachments is acknowledged by the PARTICIPANT'S signature on the cover of this agreement.



**Arizona SHPO Certified Local Government
HISTORIC PRESERVATION FUND PASS-THROUGH APPLICATION
Federal Fiscal Year 2025
DUE DATE: October 17, 2025**



1. **PROJECT NAME:** City of Sedona Historic Resource Survey

2. **TYPE OF PROJECT:**

- | | | |
|---|---|--|
| ☐ Context Development | ☐ Ordinance Development | ☐ Ordinance Update |
| ☒ Survey and Inventory | ☐ Nomination Preparation | ☐ Nomination Update |
| ☐ Preservation Plan | ☐ Historic District Plan | ☐ Design Guidelines |
| ☐ Design Guidelines Update | ☐ Local Workshop | |

3. **PROJECT DESCRIPTION:** (Attach a detailed project description, product to be submitted, specific scope items, anticipated schedule for completion including major milestones and the proposed line-item budget).

4. **RELATIONSHIP OF THE PROJECT TO THE CLGs WORK PRIORITIES:** (Attach statement.)

5. **RELATIONSHIP OF THE PROJECT TO THE GOALS OUTLINED IN THE ARIZONA HISTORIC PRESERVATION PLAN UPDATE 2019**
(Attach a statement regarding the applicable goals, which begin on page 31 of the plan.)

6. **FUNDING:**

ESTIMATED TOTAL PROJECT COST:	\$ <u>40,000</u>	<u>100</u> %
GRANT FUNDS REQUESTED:	\$ <u>20,000</u>	<u>50</u> %
MATCHING FUNDS:	\$ <u>20,000</u>	<u>50</u> %
SOURCE OF MATCHING FUNDS*:	<u>City of Sedona FY26 Designated Funds</u>	

*(Please include a letter of intent for the matching funds by the above listed party.)

7. **PROJECT COORDINATOR/CONTACT:**

NAME: Cari Meyer TITLE: Planning Manager/HPC Liaison
ADDRESS: 102 Roadrunner Drive, Sedona, AZ 86336
EMAIL ADDRESS: cmeyer@sedonaaz.gov TELEPHONE: 928.203.5049

8. **MONTHS TO COMPLETE THE PROJECT:** 12 (Project Period Ends on June 30, 2027)

9. **PROJECT PARTNERS:** _____

10. Sign the Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (DI-2010) on page 3 and return it with this form and the required attachments.

Return this form and attachments by October 17, 2025 to:	Jessica LaPota, Grants Coordinator jlapota@azstateparks.gov Cell phone: 602-364-0059
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Arizona SHPO Certified Local Government
Historic Preservation Fund Pass-Through Application 2025

3. Project Description

With this SHPO pass-through grant, the City of Sedona Historic Preservation Commission (HPC)/CLG intends to complete a comprehensive survey of historic properties in Sedona, Arizona. The end product will be an updated historic resource survey, which was most recently done in 2014. The current survey can be reviewed online at the following link:

<https://www.sedonaaz.gov/home/showpublisheddocument/45434/637794966466400000>

While there are plenty of communities with older surveys than Sedona, we are in the unique position of having experienced a massive growth spurt in the 1950s, 60s, and 70s. As a result, many of the buildings in our city have recently become eligible for the historic resource survey (50 or more years old), and we need to identify them, document them, and explore potential future landmarks. We anticipate that this project will take a year to complete with an anticipated budget of \$40,000.00.

The City of Sedona has designated \$20,000 in the current budget (FY25/26) for this project. If the grant is not awarded or the project extends beyond the current Fiscal Year, City Staff would need to request additional money in FY26/27 to complete the project.

It is anticipated that an RFP for the proposed work will be issued in the first quarter of 2026, with a consultant selected and the work commencing thereafter. One City Staff member will be assigned to manage the project, but the majority of the work will be completed by a consultant with background and experience in historic preservation and historic surveys. Work is anticipated to include, but not be limited to:

- Updated surveys and site inventories of all properties currently designated as Historic Landmarks
- Identification and initial survey of properties not currently included in the Historic Resource Survey
- Updates of previously completed surveys, if needed
- Site visits and photo documentation of properties included in the Historic Resource Survey
- Recommendations of properties regarding eligibility for City Historic Landmark Designation

Staff and the consultant will provide regular updates to the Historic Preservation Commission on the work being completed (Commission currently meets once per month). After completion of the updated survey, the document will be presented to the Historic Preservation Commission,

the Planning and Zoning Commission, and City Council as an additional resource to be used in execution of their duties.

Time spent on this project by City Staff and the Historic Preservation Commission is not included in the cost estimate for the project, as those costs are covered under the City's General Budget and would not be paid by the money the City has designated for the work or by the grant funding, if approved. A line-item budget will be provided by the selected consultant as a part of the RFP process.

The City of Sedona has committed \$20,000 to this work program item. If the budget comes in lower than the anticipated \$40,000, the City would like the ability to expand the scope of the project so that a more robust historic survey is produced. If the budget comes in higher than anticipated, the City would either work with the selected consultant to reduce the scope of work or request additional funding from City Council/transfer money from other budget line items to cover the cost.

4. Relationship of the Project to the CLG's Work Priorities

Earlier in 2025, the Sedona HPC adopted a work plan for the first time in its history. Among the goals that the Commission hopes to achieve is to landmark one or two buildings annually. We've also set a goal of updating our Historic Resource Survey. The two goals go hand in hand – with the updated survey we will have a better understanding of the built environment of our community, and an improved ability to identify and move forward with potential landmarks.

5. Relationship of the Project to the Goals Outlined in the AZ Historic Preservation Plan Update 2019

An updated Historic Resource Survey serves as the foundation to achieve all the goals listed in the Arizona Historic Preservation Plan Update 2019. In the case of Sedona's updated survey, we are specifically looking at it to support Goal 1, Goal 4, Goal 6, and Goal 7.

Goal 1: Better Resource Management

An updated survey will provide better resource management as it will illuminate to our HPC the entire universe of buildings that meet the 50 year threshold for surveying and landmarking. It will help prioritize which buildings to pursue for landmarking, as well as help us better interpret our built environment. We will be able to organize our historic resources by builder, architect, architectural style, construction period, and more.

Goal 4: Integrated Preservation Planning

The City of Sedona adopted an updated Community (General) Plan in 2024. Historic preservation and honoring Sedona's history is seen throughout the plan (Community Policy 3.11: Preserve historic sites and celebrate Sedona's history; Land Use Policy 4.3: Maintain design

standards that reflect Sedona's historic and cultural heritage; Sustainability & Resiliency Guiding Principle: Historic and prehistoric sites are recognized, preserved, and celebrated). In pursuit of Goal 4, our updated survey will specifically support the City of Sedona's Community Plan's vision for preserving, recognizing, and celebrating historic resources, helping us to identify what our historic resources are, what role they play in the history of our City, and how best to recognize them in the future.

Goal 6: Public Support

Our new survey will relate to point 3 of Goal 6, "expand historic properties awareness to new Arizona residents." Sedona is a community of newcomers – most of us come from somewhere else. A new Historic Resource Survey will help our HPC to educate those newcomers about our community's built environment and history.

Goal 7: Policy Maker Support

For about a year, the HPC and the Sedona City Council have been engaged in a discussion about the future of the HPC. By completing a new Historic Resource Survey, Sedona's HPC will be able to point to a meaningful accomplishment. We will also be able to take it to Council to show them our rich history and help them better understand the community which they lead.

Further, Sedona is getting closer to build out and we anticipate that many of the development projects will be redevelopment of existing sites. An Updated Historic Resource Survey will be a key tool to provide to our decision makers (City Council, Planning and Zoning Commission, and City Staff) as they are involved in reviewing redevelopment plans for properties.

6. Funding

See attached letter.



Community Development Department

102 Roadrunner Dr.
Sedona, AZ 86336

October 15, 2025

RE: Arizona SHPO Certified Local Government Historic Preservation Fund Pass-Through Grant Application

To Whom it May Concern:

The City of Sedona, as part of the FY25/26 budget, has designated \$20,000 within the Community Development Department's budget for an update of our Historic Resource Survey. This funding is available through June 30, 2026. If the project extends beyond the current Fiscal Year, a budget carryover or additional funding for FY26/27 may be requested by Staff.

Please feel free to reach out to me at (928) 203-5049 or cmeyer@sedonaaz.gov if you have any questions or need additional clarification.

Sincerely,

A handwritten signature in blue ink that reads "Cari Meyer".

Cari Meyer
Planning Manager, Historic Preservation Commission Liaison

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- A) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Multiple locations throughout Sedona, AZ 86336 (Survey of Historic Properties)

Office is located at 102 Roadrunner Drive, Sedona, AZ 86336

Check ☐ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Cari Meyer, Planning Manager, Historic Preservation Commission Liaison

TYPED NAME AND TITLE

October 15, 2025

DATE



**CITY COUNCIL
AGENDA BILL**

**AB 3302
January 13, 2026
Regular Business**

Agenda Item: 9b

Proposed Action & Subject: Presentation/discussion regarding Regional Housing Initiatives by Mary Chicoine, Executive Director of the Verde Valley Community Development Organization (VVCDO).

Department	CD/Housing – Tony Allender
Time to Present	15 minutes
Total Time for Item	45 minutes
Other Council Meetings	None
Exhibits	A. Community Update Presentation

Finance Approval	Reviewed 1/4/26 BGW	Expenditure Required \$ \$0 Amount Budgeted \$ 0 Account No. N/A (Description)
City Attorney Approval	Reviewed 1/5/26 KWC	
City Manager's Recommendation	For information only ABS 12/31/25	

SUMMARY STATEMENT

Background: The Verde Valley Community Development Organization (VVCDO) identifies, facilitates, and implements regional programs and projects that ensure sustainable communities through regional engagement. In March 2025, the VVCDO convened regional leaders—including representatives from municipalities, Yavapai County, chambers of commerce, nonprofit organizations, and the business community—for a strategic session focused on workforce housing. The goal was to identify shared priorities and actionable strategies to address regional housing challenges. Through this collaborative process, participants established three focus areas and five priorities that will guide regional coordination and implementation efforts. In addition, the VVCDO is implementing the Verde Valley Community Land Trust (VVCLT) in order to provide affordable housing.

Mary Chicoine, Executive Director of the VVCDO, will be presenting the program update for informational purposes only. The same presentation will be given to the Sedona Planning and Zoning Commission on January 6, 2026.

Staff Recommendation: N/A

Climate Action Plan/Sustainability Consistent: ☐ Yes - ☐ No - ☒ Not Applicable

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): N/A

MOTION

I move to: For presentation and discussion only.



Community Update: Working Together on Housing Issues





Vision

The Verde Valley Community Development Organization (VVCDO) shapes resilient communities through regional collaborations and alliances.

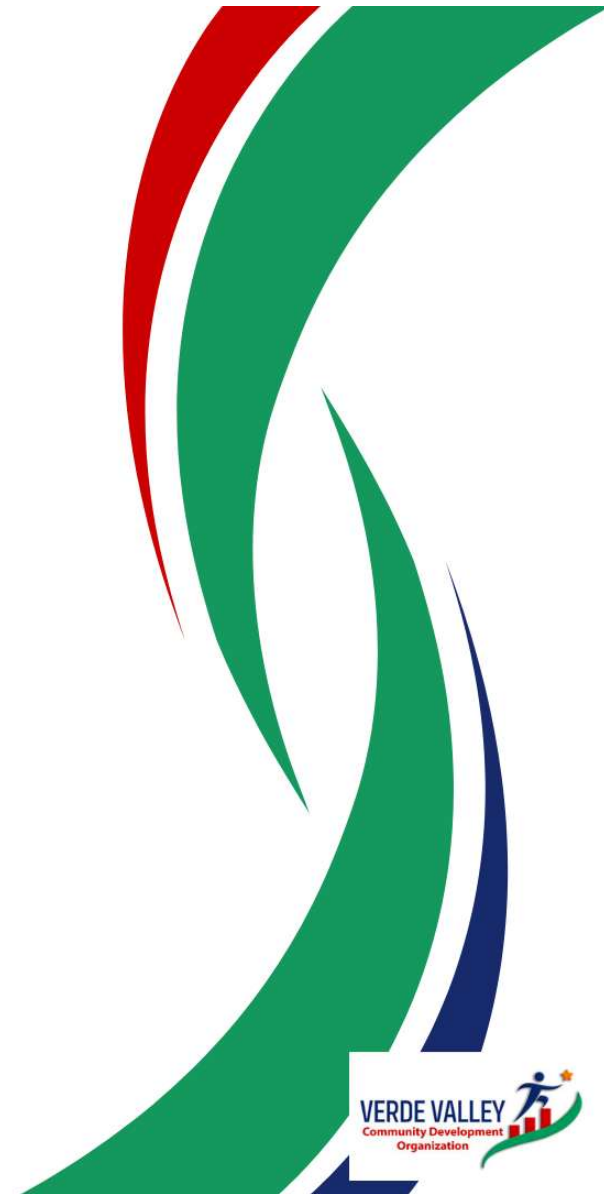
Mission

The Verde Valley Community Development Organization (VVCDO) identifies, facilitates, and implements regional programs and projects that ensure sustainable communities through regional engagement.



Celebrating Success

- Establish the Housing Advisory Committee
- Regional Planning Outcomes
- Community Presence
- Developable Land Database
- Cost to Build a House Study
- Education and Outreach Program
- Verde Valley Community Land Trust
- Next Steps Moving Forward



Housing Advisory Committee

Regional collaboration

Thirty- Five Representatives

- VVCDO Board of Directors
- Municipal Elected Officials
- Municipal Leadership
- County Elected Officials
- County Leadership
- Business Leaders: Development, Real Estate, Engineering, Tourism
- Non-Profit Leaders: Chambers, Nonprofits
- Yavapai College



Regional Planning Outcomes

Regional representation planning to define the role and priorities for the VVCDO and region related to housing.

Led by Martina Kuehl, Arizona housing leader.



Regional Planning Outcomes

Focus Area - Perception, Understanding, and Education

- Develop and implement an education and outreach program.
- Develop a formal and consistent process and presentation for working with all constituents involved in a development project.

Focus Area - Municipal Practice and Implementation

- Develop and implement a process that ensures the success of proposed projects.
- Identify and implement the best regional practices.

Focus Area - Builder and Developer

- Work with developers in identifying successful and needed projects.



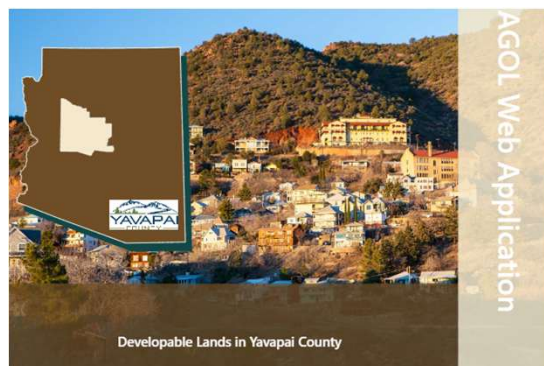


Community Presence

- Council meeting presentations and attendance.
- Commission meetings presentations and attendance.
- Housing projects Letters of Support.
- Mobilizing community outreach in support of projects.
- Documented responses to misinformation and misconceptions at public meetings.
- Constituent meetings to address the issues.

Developable Land Database

- Information layer added to the Yavapai County GIS database.
- Data provided by each municipality to county with annual update protocol.
- Links potential Verde Valley developers to municipal leadership through the VVCDO website.



Cost to Build a House Study

Draft study reviewed by the county and municipalities for accuracy.

Project put on hold with the new legislation requiring housing templates for an 800, 1200/1500, 2000 square foot home templates.

Study will be updated with three housing sizes and then reviewed by county and municipalities for accuracy.



Education and Outreach Program

- Regional leadership met to define the priorities for the education and outreach for housing in the Verde Valley.
- A comprehensive branding and marketing plan was developed with critical messaging and topic development.
- Collaboration led to six images and three tag lines.
- A media asset page is on the VVCDO website with images branded for each community and organization focusing on housing in the Verde Valley



Education and Outreach Program



Education and Outreach Program



Verde Valley Community Land Trust



- Addressing the needs of the Missing Middle.
- Ground lease and shared equity program.
- Ground Lease documentation being developed.
- Income requirements - AMI at 150 percent or less of HUD area (Yavapai County).
- Separate website for homeowners and homes for sale.



Verde Valley Community Land Trust

Purchase Town of Jerome Property

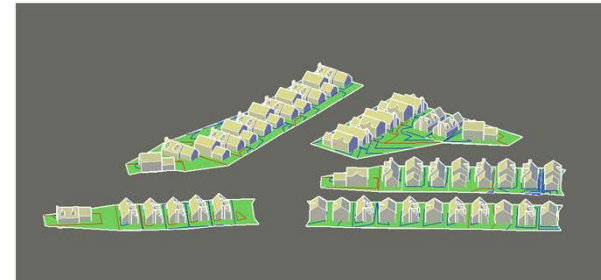
- VVCDO only bidder.
- Council denied bid December 2025.
- Council doing a public RFP to get more money.



Verde Valley Community Land Trust

Land Donation

- Focus on single family Missing Middle housing.
- Approximate value \$500,000.
- 13.84 acres on Highway 260
- Accommodate approximately 45 workforce homes.



Next Steps/Engagement

Municipality presentations:

- Councils
- Planning and Zoning Commissions

County presentations:

- Board of Supervisors
- Planning and Zoning Commission

Unincorporated community organizations:

- Cornville Community Association
- Big Park Community Association
- Beaver Creek Community Association

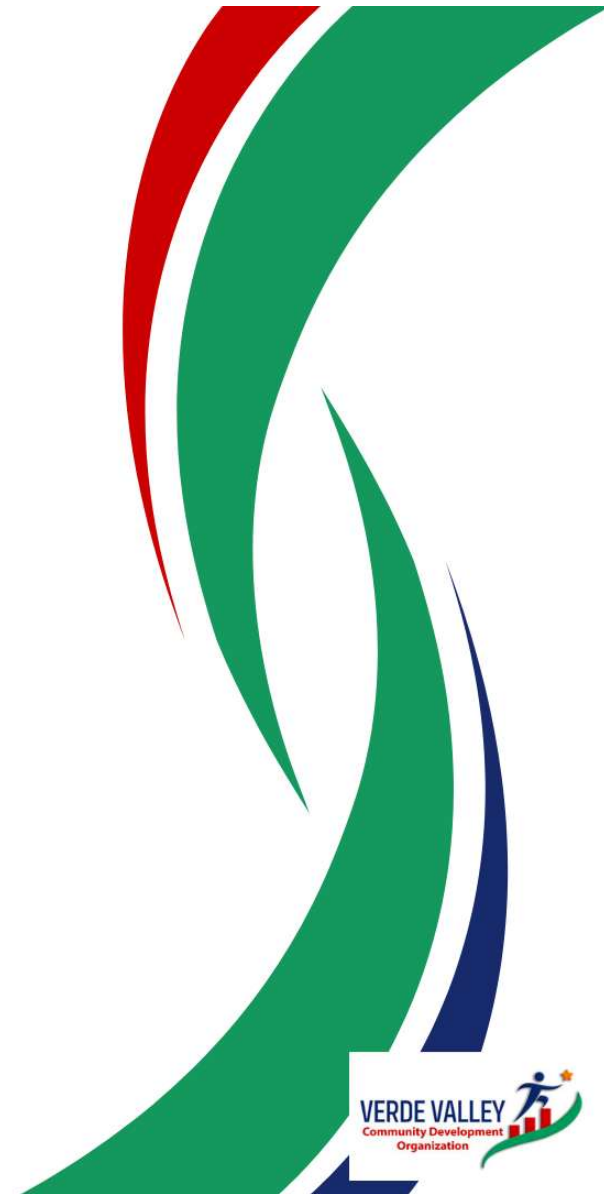
Chamber presentations:

- Greater Sedona Chamber of Commerce
- Greater Verde Valley Chamber of Commerce

Major employer presentations

Community presentations:

- Rotary Clubs
- Churches



Next Steps/Engagement

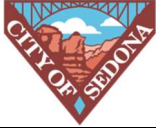
- Provide financial support.
- Identify properties and homes for the VVCLT.
- Be a vocal advocate for affordable housing.
- Follow VVCDO and VVCLT on Facebook.
- Sign up for newsletter at vvcdo.com.
- Share Education and Outreach Program materials with constituents.
- Other.





Community Update: Next Steps and Questions





CITY COUNCIL AGENDA BILL

AB 3310
January 13, 2026
Regular Business

Agenda Item: 9c

Proposed Action & Subject: Discussion/possible action for approval of Job Order Contracting (JOC) agreements establishing a pool of qualified pavement preservation contractors, including Cactus Transport II, LLC, J. Banicki Construction, Inc., and Sunland Asphalt & Construction, LLC, for an anticipated FY26 value up to \$1,288,000.

Department	Public Works – Jon Ebers/Kurtis Harris
Time to Present	10 min
Total Time for Item	15 min
Other Council Meetings	July 27, 2010 AB1026; April 27, 2021 AB2666; August 22, 2023 AB2989
Exhibits	A. Job Order Contracting Agreement

Finance Approval	Reviewed 1/4/26 BGW	
City Attorney Approval	Reviewed 1/5/26 KWC	Expenditure Required
		\$ 1,288,000
City Manager's Recommendation	Recommend approval ABS 1/5/26	Amount Budgeted
		\$ 1,338,400
		Account No. 11-5320-39-6770
		(Description) HURF Streets Rehab/Preservation

SUMMARY STATEMENT

Staff are requesting approval of Job Order Contracting (JOC) agreements with Cactus Transport II, LLC (Cactus), J. Banicki Construction, Inc. (Banicki), and Sunland Asphalt & Construction, LLC (Sunland) for street maintenance projects. These projects will primarily include annually programmed pavement preservation and road rehabilitation but may also include general right-of-way maintenance.

Background: The City has utilized Job Order Contracting (JOC) for citywide paving, concrete, and storm drain work since 2007. Job Order Contracting is an alternative project delivery method for public works construction authorized under Arizona Revised Statutes, Title 34.

JOC is a qualifications-based procurement method that allows certain types of construction work to be contracted without using the traditional design-bid-build project delivery process. Unlike project-specific low-bid contracts, JOC agreements are indefinite-quantity contracts awarded based on contractor qualifications, experience, and pricing structure rather than a single project bid.

Under a JOC, the contract establishes predefined unit prices for a broad range of construction tasks but does not identify specific projects or locations at the time of award. Individual projects are authorized through separate job orders, which define the scope of work, location, and total price for each job based on the approved unit price schedule included in the contract.

JOC agreements are typically structured with a contract maximum and an individual job order maximum established in accordance with state law. Multiple job orders are anticipated over the term of the contract to address varying maintenance and preservation needs as they arise.

Public agencies and private entities that have implemented the JOC delivery method report reduced procurement time and administrative costs compared to traditional design-bid-build projects, while also improving project delivery timelines, cost control, and quality. JOC contracts are non-exclusive, and the City may award multiple JOC agreements or determine, on a best-value basis, whether to utilize a JOC contractor for a particular project.

During FY 2025, Cactus (JOC contractor) completed:

- Asphalt overlay on Soldiers Pass Road (2" Overlay) for 0.26 miles
- Fractured Aggregate Surface Treatment (FAST) for the subdivisions of Oak Creek Knolls 1.23 miles and Cline Road 0.33 miles, totaling 1.56 miles
- Slurry Seal streets citywide, totaling 12.33 miles
- Seal Coat streets citywide, totaling 1.39 miles

Despite their busy schedule in the Phoenix Valley, Cactus was able to accommodate completing this work to fit fiscal year constraints. Staff have observed an excellent quality of work and overall successful performance.

This JOC will be a three-year contract for services as needed. Each individual job order issued under the JOC shall not exceed the statutory maximum. Award of the contract does not guarantee any quantity of work or projects under the resulting contract. Job orders will be contingent upon the needs and budget of the City. Individual job orders will be assigned among the three contractors based on documented criteria including performance, availability, and applicable unit pricing. Upon expiration of the Term of this JOC Agreement, at the City's discretion, this JOC Agreement may be extended by written amendment for a maximum of up to six (6) months to allow for the City to complete its procurement processes to award new JOC Agreements for pavement preservation services. There are no automatic renewals of the JOC Agreement.

The option to extend the contract will be exercised based on the contractors' successful performance and the city's needs. A contract extension would be presented to Council for approval. The first year of the contract is anticipated to cover Slurry Seals, PMM Seal Coats, and Crack Seals in various subdivisions and streets impacting up to seventeen miles of city infrastructure, and general right-of-way maintenance. A 2" mill and overlay is planned for Upper Red Rock Loop Road between SR89a and past the High School's southern entrance. In addition to Meadow Lark Drive.

The City has worked with Cactus for the past 10 years, as they were awarded the JOC in 2015. Staff were generally satisfied with their work. Cactus has improved its communication outreach and traffic control strategies to provide high-quality work and community satisfaction. Banicki has completed multiple successful projects for the City, including the Uptown Paving Project, the Navoti – Calle Del Sol Intersection Project, Upper Red Rock Loop Road resurfacing, and,

most recently, the SIM 4C Pedestrian Crossing at Oak Creek. Sunland will be a new addition to the JOC and has had positive past experience statewide. Similar to Cactus, they can self-perform all treatment options. Staff is therefore recommending approval of a JOC to Cactus, Banicki, and Sunland.

JOC - Procurement Method:

This project contract was processed through our Procurement Team utilizing Bonfire Software, and the following is an overview of the process:

Request for Qualifications (RFQ):

- Advertised on August 25, 2025, to 408 vendors.
- 43 vendors reviewed.

Statements of Qualifications (SOQ):

- 12 Statements of Qualifications (SOQ) were reviewed and scored for 100 total points by a selection committee consisting of Public Works staff and a locally licensed contractor.
- 40 points were graded for similar project experience and client satisfaction.
- 40 points were graded on personnel experience on municipal pavement preservation.
- 20 points were graded for the subcontractor selection plan.
- 5 firms were selected as qualified finalists: Banicki, Cactus, Combs, Sunland, and VSS.

Request for Proposals (RFP):

- This is the second step, where technical and cost proposals were reviewed from all five contractors.
- 30 points were graded for technical and safety.
- 70 points were graded on unit pricing for a total cost proposal.

The following table shows the RFP results:

Supplier	Total (X/100 pts)	Technical & Safety Proposal	Cost Proposal
Cactus Transport II, LLC	96.75	26.75	70
J. Banicki Construction, Inc.	93.75	24.75	69
Sunland Asphalt & Construction, LLC	89	25	64
Combs Construction Company	75.25	26.25	49
VSS International, Inc.	65.25	15.25	50

The Job Order Contracting (JOC) procurement was conducted in accordance with applicable state statutes governing job order contracting construction services. Proposals were evaluated for responsiveness, responsibility, qualifications, and pricing for the purpose of establishing a pool of qualified contractors.

Consistent with state law, the City reserves the right to reject any or all proposals, to waive informalities or irregularities, and to select the proposal or proposals that, in the City's judgment, best serve the interests of the City. (See A.R.S. §§ 34-603, 34-604, and 34-605.)

Combs Construction Company and VSS International were not selected for inclusion in the JOC contractor pool based on the overall evaluation of cost competitiveness and technical criteria.

Staff are recommending JOC awards to Cactus Transport II, LLC., J. Banicki Construction, Inc., and Sunland Asphalt & Construction, LLC for a total of \$1,288,400. The top three ranked firms were selected to establish the JOC contractor pool in order to ensure adequate capacity, competitive pricing, and schedule flexibility. They met all requirements, and the staff have researched their references and licenses and have found no reason not to award this contract.

Budget:

- City Council adopted \$1,451,000 for the FY26 HURF Streets Rehabilitation and Preservation paving program.
- After accounting for prior commitments and adjustments, the current available FY26 budget is approximately \$1,338,400.
- Of this amount, approximately \$50,000 is reserved for paving-related work outside the scope of the JOC contracts.
- The remaining approximately \$1,288,400 represents the anticipated total value of job orders to be issued under the JOC contracts for FY26.

Climate Action Plan/Sustainability Consistent: ☒Yes - ☐No - ☐Not Applicable

Chapter 4 of the Community Plan addresses Circulation. One of the six major goals of this chapter is to provide for a safe and smooth flow of traffic, which can help be accomplished through pavement preservation and road rehabilitation.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s):

- 1) Re-advertise for JOC contractor selection.
- 2) Advertise the projects through a public bid process and risk delays, higher costs and limited availability of qualified contractors.

MOTION

I move to: approve the award of Streets Maintenance Job Order Contracts to Cactus Transport II, LLC., J. Banicki Construction, Inc., and Sunland Asphalt & Construction, LLC, for an anticipated FY26 value up to \$1,288,000, subject to approval of a written contract by the City Attorney.

**JOB ORDER CONTRACTING AGREEMENT
(PAVEMENT PRESERVATION PROJECTS, AS NEEDED)
FOR THE CITY OF SEDONA**

This Job Order Contracting Agreement ("JOC Agreement") is made and entered into on this ____ day of _____, 20 ____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **Click here to enter text** ("CONTRACTOR").

RECITALS

- A. CITY intends to undertake projects for the benefit of the public and with public funds that require Job Order Contracting ("JOC") services related to the City's pavement preservation plan, with projects to be allocated on an as-needed basis for the following categories: Existing Asphalt Repair and Maintenance; New Asphalt Installation and/or Asphalt Removal; and Related Products and Services.
- B. CITY issued RFQ No. 26-07RFQ, which is incorporated by reference and available upon request, to retain these JOC services and desires to enter into a JOC Agreement with each selected firm for a period of up to 3 years, with an amount for each JOC Agreement not to exceed \$1,000,000 in aggregate per City fiscal year (July 1st through June 30th).
- C. CONTRACTOR, being a selected firm approved by the Sedona City Council to provide pavement preservation services, desires to provide CITY with these services consistent with the Contractor's Price Proposal, **Exhibit A**, Contractor's Technical Proposal, **Exhibit B**, the Project Requirements for this JOC Agreement, **Exhibit C**, and the CITY's Construction General Conditions, **Exhibit D**.
- D. CITY and CONTRACTOR desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. SCOPE OF THIS JOC AGREEMENT.

The following categories of products and services are included in this JOC Agreement, on an as-needed basis by the CITY:

A. Existing Asphalt Repair and Maintenance

This category includes, but is not limited to:

- surface patches
- crack sealants
- hot rubber crack fills
- pavement
- full depth surface patching
- slurry

- Cationic Type II slurry seals
- emulsion seal coats
- polymer modified master sealant
- fog sealant
- tire rubber modified sealant

B. New Asphalt Installation and/or Asphalt Removal

This category includes, but is not limited to:

- new parking areas
- driveways
- sidewalks
- playground walkways
- golf cart and bicycle paths
- driveways
- sidewalks
- playground walkways
- golf cart and bicycle paths

C. Related Products and Services

This category includes but is not limited to:

- speed bumps
- speed humps
- fabric underlays
- saw cutting
- striping
- milling
- pulverizing
- lime soil stabilization
- site grading
- manhole adjustment
- water/sewage cover adjustments
- survey monuments
- safety bollards
- concrete extruded curbs (with or without rebar)
- wheel stops
- gutters
- ramps (handicap)
- flatwork
- construction surveys
- traffic controls and barricades
- preventative maintenance
- other similar asphaltic related service

2. REFERENCE SPECIFICATIONS.

Products and services provided under this JOC contract shall comply with all applicable state, local and federal laws, statutes, ordinances and codes including the

Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments and be in accordance with the standards and specifications set forth by the American National Standards Institutes and the American Society for Testing Materials.

https://azmag.gov/Portals/0/Documents/MagContent/2022_MAG_Uniform_Standard_Specifications_for_Public_Works_Construction_SPECS_FINAL.pdf
<https://www.ansi.org>
<https://www.astm.org>

3. CONTRACTOR REQUIREMENTS.

- A. The CONTRACTOR shall have the licenses, tools, equipment, materials, and technical ability to provide the required services.
- B. The CONTRACTOR shall provide all labor, supervision, transportation, equipment (including personal protection equipment), tools, and all effort necessary to install, repair, maintain and remove various forms of asphalt and related materials. The CONTRACTOR shall also provide planning, administration and management services necessary to provide the required services.
- C. The CONTRACTOR shall protect existing structures to prevent damage and shall restore damaged structures to their original state. Trees and existing vegetation shall be protected 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 a drip line.
- D. Any work performed under this JOC Agreement shall be compliant with manufacturer recommendations as to not void any applicable warranties.
- E. Any work performed in the City right-of-way requires a Right-of-Way permit from the CITY. Where there is work that will interfere with the normal flow of traffic, the CONTRACTOR shall submit to the CITY for approval a plan for the maintenance of traffic through the construction area. This plan should show the type of warning signs, barricades, traffic cones, etc., and their placement, and where flagmen, if necessary, will be stationed. The CONTRACTOR shall not begin any work which will interfere with any traffic until the plans are approved by the appropriate parties.
- F. The CONTRACTOR shall remove small trees, shrubs, grass and other vegetation, improvements or obstructions as indicated in the Scope of Work for the specific project if applicable. Removal includes digging out and off-site disposing of stumps and roots.
- G. The CONTRACTOR shall remove from CITY's property and legally dispose of all waste materials removed during the construction of each project. CONTRACTOR

shall not dump or put any waste into dry wells, dumpsters or landscape areas at any time.

- H. Prior to starting any work, CONTRACTOR shall notify the CITY of any portion of the Scope of Work or specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution. CONTRACTOR shall obtain approval from the CITY prior to using any alternate specifications for any work to be performed.
- I. All work shall be accomplished in a manner to match adjacent existing work in the same area where practicable. The CONTRACTOR shall not alter CITY's existing facilities without prior approval from the CITY.
- J. Upon request from the CITY, the CONTRACTOR shall obtain permits required for a job. The CITY shall reimburse CONTRACTOR for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

4. CHANGE ORDERS.

All change orders shall be approved by the CITY by issuance of a P.O. Change Order prior to the start of work. CONTRACTOR shall keep a record at jobsite of all changes and corrections to the layouts shown in the drawings, if applicable, and record all changes and corrections on record drawings. Each sheet of the corrected set shall be stamped with "Record Drawings As Built," or similar notation. Record Drawings shall include the actual location of all sub-surface utility lines, and any overhead obstructions, as applicable.

5. QUALITY.

All work performed by the CONTRACTOR shall be subject to inspection and approval by the CITY. Standard of quality and performance indicated in the specifications and Scope of Work shall be understood as the minimum requirements. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with specifications and/or recommendations of the manufacturer of the product to be applied.

6. SAFETY.

The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

- A. All employees on the worksite and all other persons who may be affected thereby.
- B. All the work, materials, and equipment to be incorporated therein.
- C. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns,

walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

- D. The CONTRACTOR shall provide and place barricades, tarps, plastic, flag tape and other safety/traffic equipment required to protect its employees, the public, surrounding areas, equipment and vehicles.
- E. Safety Data Sheet (SDS) forms are required for compliance with OSHA safety and health standards for products including but not limited to containing asphalt, artificial asphalt, asphalt rock or bituminous rock, amesite, catalyzed asphalt, petroleum asphalt, petroleum pitch, coal tar pitch, all paints used for striping and making, whether oil or acrylic base and cement. This information shall be supplied by the manufacturer to the CONTRACTOR and made available to the CITY, if requested.

7. SCHEDULING REQUIREMENTS.

- A. The CONTRACTOR shall provide a proposed schedule for each project and coordinate all service schedules with the CITY.
- B. The CONTRACTOR shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet each project's demand and delivery requirements.

8. ORDERING AND JOB COMPLETION PROCESS.

- A. Request for Service: The CITY will notify the CONTRACTOR of the need for asphalt related services on a project-by-project basis. The CONTRACTOR shall have the ability to create and manage numerous individual projects for order placement, billing, and reporting purposes.
- B. Site Visit: Dependent upon the complexity/nature of a project, a site visit may be held by the CITY to allow the CONTRACTOR to inspect and observe important issues regarding the project to ensure accurate cost estimates.
- C. Project Quotations: After a site review of a project, the CONTRACTOR shall submit a project price quote and proposed schedule to the CITY within the specified time frame. Quotes should be easily verified against the JOC Agreement pricing in Exhibit A and include the City's project name and number.
- D. Purchase Order: The CITY will issue a purchase order for each project upon approval of the price quotation and proposed schedule and prior to the commencement of any work. The purchase order will reference the CITY's project name and number. No work shall commence until a purchase order is issued by the CITY.

- E. Delivery and Installation: Installation shall start within seven (7) working days after material is received unless otherwise agreed upon by the CITY and the CONTRACTOR. Materials shall be delivered to the worksite in new, dry, unopened and well-marked containers showing the product and CONTRACTOR's name. Damaged or unlabeled materials may be rejected by the CITY. Materials will be delivered in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the designated CITY representative. Damaged or rejected materials shall be immediately removed from the work area unless otherwise approved by the CITY.
- F. Preconstruction Meeting: When requested by the CITY, the CONTRACTOR will arrange a meeting at the site with the supervisor and the CITY to review site conditions, security procedures, work responsibilities, loading and unloading restrictions.
- G. Final Cleanup: Final cleanup shall include replacing any materials disturbed as a result of erecting or removing barricades, removal and proper disposal of all debris generated, and repair of defaced or disfigured finishes caused by work performed including any concrete structures where asphalt products have been splashed.
- H. Final Inspection: Each project will have a final inspection by the CITY prior to final payment. Deficiencies that the CITY notifies CONTRACTOR of shall be corrected by CONTRACTOR within three (3) business days unless otherwise agreed upon between the CITY and the CONTRACTOR.
- I. Invoicing: After completion of contracted services for a project, the CONTRACTOR shall submit a detailed invoice to the CITY. The invoice shall be easily verifiable against this JOC Agreement contract pricing schedule in Exhibit A of this JOC Agreement and shall include the CITY's purchase order number, the CITY's project name, and the job location. No more than one Project shall be included on each invoice.
- J. Payment After Job Completion: Payment shall not be provided until inspection is completed, any deficiencies are corrected, and an approval signature is provided by the CITY's representative. In case of non-satisfactory completion of any individual project, the CITY reserves the right to withhold payment as permissible by law until all deficiencies are corrected and approved by the CITY's representative.
- K. Progress Payments: The CITY may make progress payments for each milestone achieved if agreed to by CITY prior to issuing the corresponding purchase order.

9. SCOPE OF WORK FOR EACH PURCHASE ORDER.

- A. Scope of Work. At the CITY'S request, the CONTRACTOR will prepare a Scope of Work for individual projects identified by the City, which shall include: a description of the project ("Project"); subcontractor information if applicable; reimbursable expenses if applicable; a project schedule; any additional information requested by CITY; a not-to-exceed cost estimate consistent with the Contract Pricing attached as Exhibit A; and CONTRACTOR's Certificates of Insurance and insurance policy endorsements as required by this JOC Agreement. The City will issue a Purchase Order ("P.O.") in connection with each Scope of Work approved by the City for each Project. Individual Projects cannot be split between two or more P.O.s.

The services identified in each Scope of Work shall include any and all services and products reasonably contemplated, normally included, and necessary to complete the Project in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONTRACTOR shall perform the services required by, and as outlined in each P.O. to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

- B. P.O. Change Orders. Any changes to the Scope of Work specified in the approved P.O., or changes that increase or decrease the compensation amount, or modify the schedule shall require a P.O. Change Order issued by the CITY. No such change, including any additional compensation, shall be effective or paid unless authorized by a written P.O. Change Order executed by the CITY and by CONTRACTOR. If CONTRACTOR proceeds without such written authorization, CONTRACTOR shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract.
- C. Inspection; Acceptance. All work and services performed by CONTRACTOR will be subject to inspection and acceptance by the CITY at reasonable times during CONTRACTOR's performance pursuant to each Scope of Work included in an approved P.O.. If requested by the CITY, CONTRACTOR will provide the CITY with record drawings at the completion of each Scope of Work in such form and detail as the CITY may require.
- D. Time. Time is of the essence for all P.O.s issued under this JOC Agreement. CONTRACTOR shall complete all P.O.s timely, efficiently and in accordance with the schedule set forth in the P.O..
- E. Corrections. CONTRACTOR shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, services, documents, designs, specification, and/or drawings by CONTRACTOR.

- F. Key Personnel. CONTRACTOR shall utilize the key personnel, if any, listed in each Scope of Work. CONTRACTOR shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

10. COMPENSATION; BILLING.

- A. Maximum Compensation. The maximum compensation paid to CONTRACTOR under this JOC Agreement shall not exceed \$1,000,000 in aggregate during each fiscal year (July 1 - June 30).
- B. Compensation per P.O. CITY agrees to pay CONTRACTOR compensation in accordance with the not-to-exceed amount for each Scope of Work included in an approved P.O., including any P.O. Change Orders. Billing and payment shall be as set forth in this JOC Agreement.
- C. Fees. The fees for CONTRACTOR are based on the Contract Pricing, Exhibit A, submitted by CONTRACTOR in response to RFQ No. 26-07RFQ. This Contract Pricing will be in effect for the duration of this JOC Agreement and for any P.O.s issued thereunder.
- D. Contract Pricing Adjustment. CONTRACTOR may request a pricing adjustment of specific items included in Contract Pricing, Exhibit A, no more than once per year during the term of this JOC Agreement subject to the following requirements:
- 1) Contractor must demonstrate that the cost increases:
 - a) Were not reasonably foreseeable at the time of contract execution;
 - b) Are not due to CONTRACTOR'S, or their subcontractor's actions or omissions;
 - c) Represent a material change (exceeding 5%) in the cost of providing each specific contracted item where a price adjustment is requested; and
 - d) Are supported by market data, supplier invoices, or other objective evidence.
 - 2) The request shall include:
 - a) Specific items from the fixed contract pricing sheet for which adjustment is requested;
 - b) Documentation substantiating the unforeseen cost increases;
 - c) Documentation demonstrating CONTRACTOR'S attempts to secure alternative suppliers;
 - d) Proposed adjusted prices; and
 - e) Calculations demonstrating how the proposed adjustments were determined.
 - 3) Price adjustments shall be calculated based on the actual documented increase in costs to the Contractor.

- 4) CITY shall review the request and supporting documentation and provide a written response within thirty (30) days of receipt, which may result in an amendment to Exhibit A of this JOC Agreement. CONTRACTOR may request expedited review for emergency situations.
 - 5) Any approved price adjustments shall take effect thirty (30) days following the CITY's approval and shall apply to all work ordered after such date.
 - 6) Price adjustments shall not be applied retroactively to work already ordered or completed.
- E. Payment. CITY will process and remit payment within thirty (30) days of receipt of an invoice that includes the information required by the JOC Agreement. Payment will be delinquent only thirty (30) days after the date received by CITY.
- Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subcontractors. If a dispute over payment arises, and during all claims resolution proceedings, CONTRACTOR shall continue to render services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the services or CONTRACTOR's performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- F. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
- G. Taxes. CONTRACTOR shall be solely responsible for any and all tax obligations which may result from the CONTRACTOR's performance of any Scope of Work included or referenced in a P.O. issued pursuant to this JOC Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR that are not included in the P.O..
- H. Disallowed Costs, Overpayment. If at any time the CITY determines that a cost for which payment was made to CONTRACTOR is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the JOC Agreement or Contract Pricing, the CITY will notify CONTRACTOR in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by CONTRACTOR in the amount of the disallowance, or to require repayment of the disallowed amount by CONTRACTOR. CONTRACTOR will be provided with the opportunity to respond to the notice.

11. TERM; TERMINATION.

- A. Term. This JOC Agreement is for a three-year term from the Effective Date.

CONTRACTOR will provide services under this JOC Agreement for specific Projects with a P.O. issued no later than the final day of the JOC Agreement term.

- B. Termination for Convenience. This JOC Agreement is for the convenience of the CITY and may be immediately terminated by the CITY without cause after providing written notice to the CONTRACTOR.
- C. Termination for Cause. CITY may terminate this JOC Agreement for cause if CONTRACTOR fails to cure any breach of this JOC Agreement within the time frame specified by CITY in a written notice provided to CONTRACTOR specifying the breach and the requirements necessary to cure the breach. If the CITY terminates this JOC Agreement for cause, the CITY may repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to CONTRACTOR; (2) collection against the Performance Bond if applicable, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- D. Payment Upon Termination for Convenience or for Cause. Upon termination, CONTRACTOR shall deliver to the CITY all documents and other work products prepared by CONTRACTOR in relation to the P.O.s issued under this JOC Agreement prior to CITY paying CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge shall be owed by CITY to CONTRACTOR in the event of termination upon notice.
- E. Extension for Procurement Purposes. Upon expiration of the Term of this JOC Agreement, at the CITY'S discretion, this JOC Agreement may be extended by written amendment for a maximum of up to six (6) months to allow for the CITY to complete its procurement processes to award new JOC Agreements for pavement preservation services. There are no automatic renewals of this JOC Agreement.
- F. Appropriation of Funds. Every payment obligation of the CITY under this JOC Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this JOC Agreement, this JOC Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
- G. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

12.AMENDMENTS. Any changes to this JOC Agreement require a written Amendment signed by both parties. If CONTRACTOR proceeds without such written amendment, CONTRACTOR shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract.

13.OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of P.O.s issued under this JOC Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONTRACTOR. CONTRACTOR hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONTRACTOR pursuant to this JOC Agreement. Any modifications made by the CITY to any of the CONTRACTOR'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONTRACTOR will be at the CITY'S sole risk and without liability to the CONTRACTOR.

14.PROFESSIONAL RESPONSIBILITY. CONTRACTOR hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses, certifications, and registrations in good standing, required by law. CONTRACTOR warrants that the services rendered will conform to the requirements of this JOC Agreement, any P.O. issued by CITY, and to the professional standards in the field. The CITY has no obligation to provide CONTRACTOR any business registrations, licenses, certifications, tools, equipment or material required to perform any services under this JOC Agreement.

15.INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTOR'S work or services in the performance of this JOC Agreement and any P.O.(s) and P.O. Change Order(s) issued pursuant to this JOC Agreement. In consideration of the award of this JOC Agreement, CONTRACTOR agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or services performed by CONTRACTOR for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

16.INSURANCE.

A. General:

1. The CONTRACTOR agrees to procure and maintain in force during the term of any P.O.s issued under this JOC Agreement, at its own cost, the following policies and coverages unless otherwise agreed to by CITY in writing. CONTRACTOR shall submit to CITY for review and approval before any work is performed, certificates and endorsements from the CONTRACTOR's insurance carriers indicating the presence of required coverages and limits of liability, waivers of subrogation, and certificate(s) of Additional Insured.

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONTRACTOR'S owned, hired or non-owned automobiles assigned to or used in performance of the services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

- B. CONTRACTOR shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONTRACTOR pursuant this JOC Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONTRACTOR obtains prior written approval of CITY.

- D. The Certificate(s) of Insurance shall identify this JOC Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated

or limits reduced without providing at least thirty (30) days prior written notice to CITY. The completed Certificate(s) of Insurance shall be attached to each Scope of Work requested by City pursuant to this JOC Agreement.

- E. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverages, conditions and minimum limits for the duration of each P.O. issued by the CITY under this JOC Agreement shall constitute a Material Breach of Contract upon which CITY may immediately terminate this JOC Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONTRACTOR from CITY.
- F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this JOC Agreement or to a particular P.O..
- G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
- H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
- I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, a Project creates higher than normal hazards.

17. NON-ASSIGNABILITY. Neither this JOC Agreement, nor any P.O.s, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

18. VENUE; JURISDICTION; JURY TRIAL WAIVER. This JOC Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this JOC Agreement or the subject matter thereof and consent to a trial to the court.

19. INDEPENDENT CONTRACTOR. CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this JOC Agreement, and any exhibits, all personnel assigned by CONTRACTOR to perform work under the terms of this JOC

Agreement shall be, and remain at all times, employees or agents of CONTRACTOR for all purposes. The CITY does not have the authority to supervise or control the actual work of CONTRACTOR, its employees or subcontractors. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.

20. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

A. In the performance of this JOC Agreement and P.O.s issued hereunder, CONTRACTOR and any subcontractors/ subcontractors shall abide by and conform to any and all applicable federal, state and local laws, ordinances, rules and regulations. Each and every provision of applicable law and any clause required by law to be in the Agreement will be read and enforced as though it were included. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work and CONTRACTOR may request a P.O. Change Order to any existing P.O.(s).

B. NON-DISCRIMINATION. CONTRACTOR, its agents, employees, contractors and subcontractors/subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

C. LEGAL WORKER REQUIREMENTS. The CITY is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, CONTRACTOR agrees that:

- i. CONTRACTOR and each subcontractor/subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- iii. The CITY retains the legal right to inspect the papers of any CONTRACTOR or subcontractor/subcontractor employee who works on the Agreement to ensure that CONTRACTOR or any subcontractor/subconsutant is complying with the warranty under paragraph i.

D. NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA. As applicable, CONTRACTOR certifies and agrees it is not currently engaged in and for the duration of the JOC Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors/subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

21.DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this JOC Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

22.DELAYS. CONTRACTOR shall not be responsible for delays which are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of a Scope of Work shall be extended accordingly.

23.REMEDIES UPON BREACH. If any party to this JOC Agreement materially breaches the terms of the JOC Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. The parties agree that in the event of litigation arising from this JOC Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to contract, pursuant to A.R.S. § 12-341.01 (A) AND (B), or pursuant to any other state or federal statute, court rule, case law, or common law.

24.CONFLICT OF INTEREST. From the date of this JOC Agreement through the termination of its service to CITY, CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this JOC Agreement and/or adversely impact the quality of the work under this JOC Agreement without the express approval of the City Manager and the City Attorney.

25.NOTICE. Any notice or communication between CONTRACTOR and CITY that may be required, or that may be given, under the terms of this JOC Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONTRACTOR: _____

26. EXHIBITS. The following exhibits are a part of this JOC Agreement and incorporated by this reference:

- Exhibit A Contractor's Price Proposal
- Exhibit B Contractor's Technical Proposal
- Exhibit C Project Requirements for this JOC Agreement
- Exhibit D CITY's Construction General Conditions

27. ORDER OF PRECEDENCE. In the event of conflicting terms, the following order of precedence applies:

1. Any Amendments to this JOC Agreement
2. This JOC Agreement not including Exhibits
3. Project P.O., including Scope of Work and any attachments or exhibits, plus any Project P.O. Change Order(s)
4. Exhibit A, Contractor's Price Proposal.
5. Exhibit B, Contractor's Technical Proposal
6. RFQ No. 26-076RFQ
7. CONTRACTOR's SOQ Submittal in response to RFQ No. 26-07RFQ
8. Exhibit C, Project Requirements for this JOC Agreement
9. Exhibit D, General Conditions

28. PUBLIC RECORDS. Notwithstanding any provisions of this JOC Agreement regarding confidentiality, trade secrets, proprietary information, or protected rights, CONTRACTOR acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions.

29. USE OF CITY SEAL/LOGO. CONTRACTOR shall not use, or allow another entity to use, the CITY seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. CONTRACTOR is authorized to use CITY's name on a list of client names.

30. NO WAIVER. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this JOC Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this JOC Agreement.

31. ENTIRE AGREEMENT. This JOC Agreement, together with the attached exhibits, is the entire agreement between CONTRACTOR and CITY, superseding all prior oral or written communications. None of the provisions of this JOC Agreement may be amended, modified or changed except by written amendment executed by both parties. This JOC Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the JOC Agreement. In the event any term or provision of this JOC Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any

local law, the validity of the remaining provisions shall not be affected, and this JOC Agreement shall be construed and enforced as if it did not contain the particular term or provision.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

CONTRACTOR FIRM NAME

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this JOC Agreement on behalf of CONTRACTOR

Exhibit A
Contractor's Price Proposal

Exhibit B
Contractor's Technical Proposal

Exhibit C
Project Requirements

ARTICLE 1 – DEFINITIONS AND TERMS

When the Contract or P.O. indicates that work shall be "accepted, acceptable, approve, authorized, condemned, considered necessary, contemplated, deemed necessary designated, determined, directed, disapproved, established, given, indicated, insufficient interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified sufficient, suitable, suspended, unacceptable, unsatisfactory," it shall be understood that these expressions are followed by the words "by the City of Sedona".

Wherever the following abbreviations, terms, or pronouns are used in the: specifications, plans, or other Contract Documents, the intent and meaning shall interpreted as follows:

ABBREVIATIONS

AAC	American Architecture Committee
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber construction
ANSI	American National Standards Institute, Inc.
ARA	American Railway Association
ARS	Arizona Revised Statutes
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EIA	Electric Industries Association
FHWA	Federal Highway Administration, Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
MAG	Maricopa Association of Governments
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NIST	National Institute of Standards and Technology
NSF	National Sanitation Foundation (NSF)

1. DEFINITIONS

1.1. The following definitions shall apply to this Project Requirements document:

"Calendar Day" means each and every day shown on the calendar, beginning and ending at midnight.

"City" means the City of Sedona, Arizona.

"City's Representative" means the person designated in Subdivision 8.4.1.2. of these Project Requirements.

"City's Senior Representative" means the person designated in Subdivision 8.4.1.1. of these Project Requirements.

"Claim" means a written demand or request for additional compensation or additional time submitted to the Engineer that:

1. Contains the words "This is a claim...", within its Subject line or the first paragraph
2. Cites the contractual basis for the demand or request
3. Relates the contractual basis cited to factual events occurring or that have occurred within the Project.

"Construction Documents" means the Plans, specifications and drawings prepared by a Design Professional or technically competent person and approved by the City.

"Contract Documents" means the following: the City's RFQ including any addenda; Notice of Award; the JOC Agreement, the Project P.O. including Scope of Work and any attachments or exhibits; any Project P.O. Change Order(s); the Project Requirements; the Contractor's Technical Proposal; the Contractor's Price Proposal; any required Bonds; any Special Conditions; any Technical Specifications; any Drawings, Plans, and Standard Specifications; and Certificate of Insurance and endorsements.

"County" means the county in which the work is to be done

"Day(s)" means Calendar Days unless otherwise specifically noted in the Contract Documents.

"Design Professional" means a qualified, licensed design professional who furnishes design and/or construction administration services.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated or frequently encountered for the type and scope of work indicated in the P.O. and would not reasonably be observed during a site visit or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work. Differing Site Conditions may beneficially or adversely impact the work required.

"Duration of the Work" means the number of Days from issuance of a P.O to Substantial Completion.

"Engineer" means the City Engineer; or his designated representative

"Final Acceptance" means the completion of a P.O. as prescribed in Division 4.4.

"Gender and Number" means that references are made as if masculine in gender and singular in number unless neuter gender is appropriate in the context; however, the use of any gender shall be applicable to all genders and the use of singular number shall include the plural and conversely.

"Inspector" means a person, persons, or firm authorized by the Engineer to make detailed reviews, observations, reports and determinations of contract performance.

"JOC Contractor" means the contractor selected by the City to provide services as detailed in the JOC Agreement.

"JOC Contractor's Representative" means the person described in Subdivision 8.4.2.2. of these Project Requirements.

"JOC Contractor's Senior Representative" means the person described in Subdivision 8.4.2.1. of these Project Requirements.

"JOC Payment Request" means an invoice submitted to the City from the JOC Contractor to request progress payments for P.O.s in accordance with the JOC Agreement.

"May" means permissive actions.

"Notice to Proceed," (NTP) means a written notice given by the City to the JOC Contractor fixing the date on which the JOC Contractor will start to perform the JOC Contractor's obligations under a P.O..

"Plans" means the drawings and pictures depicting the location and special orientation of the work to be done.

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

"Project" means a specific scope of services for a specific cost done pursuant to a P.O.

"Purchase Order" or "P.O." means the document issued by the City to the Contractor in connection with each Scope of Work approved by the City for each Project and serves as the Notice to Proceed.

"Purchase Order Change Order" or "P.O. Change Order" means a document issued by the City to the Contractor that changes the Scope of Work specified in the approved P.O., changes the compensation amount, or modifies the Project schedule.

"Purchase Order Payment Request" means an invoice that includes the information required by the JOC Agreement that is prepared by JOC Contractor and submitted to City.

"Purchase Order Price" or "P.O. Price" means the cost reflected in the P.O. and any P.O. Change Orders.

"Purchase Order Time" or "P.O. Time" means the time reflected in the P.O. and P.O. Change Orders.

"Record Documents" means the documents created pursuant to Section 2.10.

"Samples" means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Scope of Work" means a document prepared by the Contractor for individual Projects identified by the City which included: a description of the Project; subcontractor information if applicable; reimbursable expenses if applicable; a project schedule; a not-to-exceed cost estimate consistent with the Contract Pricing in the JOC Contract; and Contractor's Certificates of Insurance and insurance policy endorsements.

"Shall" means mandatory actions by either the Contractor or the City.

"Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the work by the JOC Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which the Project identified in a P.O. is located.

"Special Item(s)" means Work identified in the P.O. that is not included in the Unit Prices and is unique to a specific Project.

"Subcontractor" or "Subconsultant" means any person or entity retained by JOC Contractor as an independent contractor to perform a portion of the Work and shall include material, personnel, and suppliers.

"Substantial Completion" means when a P.O., or an agreed upon portion of a P.O., is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes and the City has accepted the work as substantially complete.

"Superintendent" - The Contractor's authorized representative in charge of the Work identified in the P.O..

"Unit Prices" means the prices shown on Exhibit A to the JOC Agreement.

"Work" means any construction and related services, including procuring and furnishing materials, equipment, services and labor, reasonably inferable from a P.O. or P.O. Change Order.

Article 2 - JOC Contractor's Services and Responsibilities

2. General Services

2.1. Contractor's Understanding

- 2.1.1. It is understood and mutually agreed that by submitting a proposal, the Contractor acknowledges that he has carefully examined all documents pertaining to the Work, the locations, accessibility, and general character of the site of the Work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the Work, the condition of existing buildings and structures, the conformation of the ground, subsurface conditions, the character, quality, and equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the Work, the general and local conditions, the construction hazards, and all other matters, including but not limited to any labor situation which can in any way affect the Work under the Contract. It is further mutually agreed that by submitting a proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility sufficiency and correctness of the Contract Documents for the construction of the Work and that he accepts all the terms, conditions, and stipulations contained therein.
- 2.1.2. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of a P.O., shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents.
- 2.1.3. The Contractor in the execution of the Work shall conform to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over employment discrimination, wages and working conditions, and the construction of the Work, including but not limited to all construction codes, O.S.H.A. Requirements, and safety codes, which may apply to (1) performance of the Work; (2) protection of adjoining and adjacent property; (3) maintenance of passage-ways, guard fences or other protective facilities; and shall obtain all permits and pay for licenses and approvals necessary for the construction of the Work and give all required notices.
- 2.1.4. The Contractor understands that, unless specifically stated otherwise in the contract documents, the intent of the contract documents is to provide complete and operable facilities. The Contractor's Scope of Work for any project, therefore, shall be and is considered to be for completion in conformity with this understanding, regardless of whether some aspect of the work to be performed is named as a separate item or not.

- 2.1.5. The JOC Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities necessary to accomplish the Work in a P.O. The City may determine it is in its best interest to furnish materials and equipment for a specific Project in accordance with the Purchase Order.
- 2.1.6. The Work shall be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the direction and supervision of the City Engineer, or his properly authorized agents, within the care and skill of a qualified contractor in Sedona, Arizona.
- 2.1.7. The City requires record drawings of work performed. This may include Shop Drawings, sketches, maps, and line drawings indicating the performed work or work to be performed, when standard drawings need to be supplemented in order to define the work. The Contractor shall state upon completion of the work that it has been completed and that there are no latent defects. City inspection or lack thereof shall not excuse defective work.
- 2.1.8. JOC Contractor's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Work. A JOC Contractor's Representative will be assigned for each Purchase Order. JOC Contractor's Representative shall communicate regularly with the City and shall be vested with the authority to act on behalf of JOC Contractor.

2.2. Government Approvals and Permits

- 2.2.1. Unless otherwise provided, JOC Contractor shall obtain all necessary permits, approvals and licenses, not obtained or required to be specifically obtained by the City for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. A City of Sedona business license is required and must be kept current from year to year (See section 2.1.1.D.). The JOC Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.
- 2.2.2. Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements. The JOC Contractor shall comply with the provisions of all permits, licenses and agreements as they bear on his activity and responsibility for the project, regardless of whether the City or the JOC Contractor obtained the permit license or agreement.
- 2.2.3. City shall be responsible for City of Sedona review and permit(s) fees for building and demolition permits. City will also pay City plan review and inspection fees for grading and drainage, water, sewer, and landscaping. City shall also pay for City utility design fees for permanent services.
- 2.2.4. JOC Contractor shall be responsible for all other permits and review fees not specifically listed in Division 2.2.3 above.
- 2.2.5. Arrangements for water required for construction purposes are the JOC Contractor's responsibility.

2.3. Pre-construction Conference

- 2.3.1. After execution of a Purchase Order and prior to the commencement of any Work on any Project, a pre-construction conference will be scheduled. If the volume of Purchase Order work contemplated and/or ongoing work is sufficient, the City or JOC contractor may request that several projects be discussed in a special meeting or routine ongoing meetings held regarding work under this contract.
- 2.3.2. The purpose of this conference is to establish a working relationship between the JOC Contractor, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items,

payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3. At a minimum, attendees shall include JOC Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the JOC Contractor's safety officer official.

2.3.4. The Purchase Order Notice to Proceed date will be confirmed.

2.4. Control of the Work

2.4.1. The JOC Contractor shall properly guard and protect all partially finished work, and shall be responsible for the same until the entire Purchase Order is completed and accepted by the City. Any payment for completed portions of the work shall not release the JOC Contractor from such responsibility; however, he shall turn over the entire work in full accordance with the specifications or Purchase Order before final settlement shall be made. In case of suspension of the work for any cause whatever, the JOC Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.

2.4.2. As part of completing work under the Purchase Order, the JOC Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site. Clean dirt or other material generated by the project from storm drainage pipes and the public roadway should also be removed unless otherwise excused by the Engineer.

2.4.3. Unless otherwise provided in the Purchase Order to be the responsibility of City or a separate contractor, JOC Contractor 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 JOC Contractor to complete the Work consistent with the Purchase Order.

2.4.4. JOC Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Purchase Order. JOC Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.5. Survey stakes and marks required for the completion of the construction shown on the Plans and described in the specifications will be furnished by the JOC Contractor.

2.4.6. JOC Contractor, its designee or the JOC Contractor's Superintendent shall be present at the Work at all times that construction activities are taking place.

2.4.7. All elements of the Work, such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman, superintendent 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.

2.4.8. In the event of noncompliance of this Division 6.1, the City may require the JOC Contractor to stop or suspend the Work in whole or in part.

2.4.9. Where the Purchase Order requires that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the JOC Contractor's responsibility to ensure the Subcontractor employed for such work is approved.

2.4.10. Before ordering materials or doing work, the JOC Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will 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.

- 2.4.11. The JOC Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the JOC Contractor with the Purchase Order before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once. Failure to do so would render any P.O. Change Order requested by the JOC Contractor void.
- 2.4.12. The Contractor 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 licensed civil engineer or surveyor.
- 2.4.13. Any person employed by the JOC Contractor or any Subcontractor who, in the opinion of the City, does not perform his 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 JOC Contractor or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. The JOC Contractor or Subcontractor shall hold the City harmless from damages or claims, which may occur in the enforcement of this section.
- 2.4.14. JOC Contractor assumes responsibility to 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 City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.15. JOC Contractor shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, JOC Contractor 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, JOC Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit JOC Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to receiving Substantial Completion of the Work, or a portion of the Work, JOC Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.
- 2.5.2. JOC Contractor shall take all necessary 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.
- 2.5.3. JOC Contractor shall maintain ADA accessibility requirements during construction activities in an occupied building or facility, pedestrian ways and sidewalks. ADA accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. JOC Contractor 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 the JOC Contractor. 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 the JOC Contractor.

- 2.5.5. The JOC Contractor is responsible for the cost to dispose of all waste products including excess earth material, which will not be incorporated into the work under a Purchase Order issued under the JOC Agreement. The waste product referred to herein shall become the property of the JOC Contractor. The JOC Contractor shall provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.
- 2.5.6. The JOC Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The JOC Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the JOC Contractor as the JOC Contractor's representative at the site. The representative shall have full authority to act on behalf of the JOC Contractor and all communications given to the representative shall be as binding as if given to the JOC Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.
- 2.5.7. The JOC Contractor shall plan and conduct all tasks to incorporate best management practice to minimize in accordance with Best Management Practices and governing regulations stormwater pollution and air pollution.
- 2.5.8. The JOC Contractor shall plan and conduct all tasks in a manner to minimize to the extent practicable the production of waste products.
- 2.5.9. Each work proposal presented by the JOC Contractor shall identify measures which will be taken to reduce production of waste, reduce air pollution, reduce noise pollution, storm water pollution, assure consideration of public convenience issues such as trash pickup, and pedestrian, bicycle and motorized vehicular movement. A reasonable cost for such measures shall be identified and subject to deduction for failure to aggressively implement the measures. The measures shall be subject to review and acceptance by the City.

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 the JOC Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 2.6.2. The JOC Contractor shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved schedule as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the JOC Contractor, which are not required by the Contract Documents, may be returned without action.
- 2.6.3. The JOC Contractor 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. Such Work shall be in accordance with approved submittals. Three submittals are required unless otherwise specified in the Purchase Order.
- 2.6.4. By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the JOC Contractor represents that the JOC Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Purchase Order.

- 2.6.5. The JOC Contractor shall not be relieved of responsibility for deviations from requirements of the Purchase Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the JOC Contractor 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. The JOC Contractor 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. The JOC Contractor 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 Purchase Order, 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. Inspection. Inspectors may be stationed on the work site to report to the City's Representative or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the JOC Contractor fails to fulfill the requirements of the specifications and Agreement. The Inspector may direct the attention of the JOC Contractor to such failure or infringement but such inspection shall not relieve the JOC Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.
- 2.7.2. In case of any dispute arising between the Inspector and the JOC Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the JOC Contractor or interfere with the management of the work by the JOC Contractor.
- 2.7.3. Inspection or supervision by the City's Representative or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the JOC Contractor.

2.8. Materials Testing

- 2.8.1. All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Purchase Order.
- 2.8.2. 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 of the City.
- 2.8.3. The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test shall be made in accordance with the latest editions of the standard methods of AASHTO or ASTM, DSPM and MAG supplements.
- 2.8.4. For special inspection/testing, the City will select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing. Non-special inspection/testing will be paid by the Contractor unless otherwise agreed.

- 2.8.5. When the first and subsequent tests indicate noncompliance with the Purchase Order, the cost associated with that noncompliance will be paid for by the JOC Contractor.
- 2.8.6. When the first and subsequent tests indicate noncompliance with the Purchase Order, all retesting shall be performed by the same testing agency.
- 2.8.7. The JOC Contractor will 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.
- 2.8.8. At the option of the City, materials may be approved at the source of supply before delivery is started.
- 2.8.9. 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 the JOC Contractor, unless otherwise provided in the Purchase Order.
- 2.8.10. JOC Contractor's convenience and quality control testing and inspections shall be the sole responsibility of the JOC Contractor and paid by the JOC Contractor.

2.9. Approved Alternates

- 2.9.1. Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance or performance, or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail.
- 2.9.2. After execution of the Purchase Order, the JOC Contractor may submit a proposal to the City for approved alternates for items referenced in Plans and specs. If the City approves the proposal for alternates a P.O. Change Order will be issued to reflect such changes. The proposal shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The JOC Contractor shall submit additional information and/or samples when required.
- 2.9.3. The City's Representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the City's Representative shall give notice of rejection to the JOC Contractor.
- 2.9.4. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

2.10. Project Record Document

- 2.10.1. During the construction period, the JOC Contractor shall maintain at the jobsite a set of project Plans and specifications of the Construction Document drawings and Shop Drawings for Project Record Document purposes.
- 2.10.2. The JOC Contractor shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The JOC Contractor 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
 - Locations and depths of underground utilities

- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Culvert size and routing.
- Locations of concealed internal utilities.
- Changes made by P.O. Change Order.
- Details not on original Contract Drawings.

2.10.3. The JOC Contractor shall mark completely and accurately Record Documents 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. JOC Contractor shall mark drawings with detail and precision in accordance with these specifications, but not less than what it requires of the City and utilities in the marking of their facilities.

2.10.4. The JOC Contractor shall mark Project Record Drawings sets with red erasable colored pencil.

2.10.5. The JOC Contractor shall note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and P.O. Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.6. The JOC Contractor shall at the time of Substantial Completion, submit Record Documents prints and Shop Drawings to the City or its representative for review and comment.

2.10.7. Immediately upon receipt of the reviewed Record Documents from the City, the JOC Contractor shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City:

2.10.8. The original copy of the Record Documents (redline mark-ups).

2.11. Project Safety

2.11.1. The industrial environment in which the JOC Contractor for the City of Sedona operates may on occasion present a potential safety and health hazard to any who may be on the job site, if applicable governmental regulations and sound work rules for maintaining a safe place and environment are not followed. The Occupational Safety and Health Act (OSHA) and the City of Sedona loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The JOC Contractor will be required to attend a City safety briefing session at the pre- construction meeting. The session shall be attended by the City's Representative, the designated Engineering Services staff, and a JOC Contractor's representative.

2.11.2. Engineering Services makes available a packet, which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

2.11.3. JOC Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

2.11.4. JOC Contractor shall contact the City's Representative and the City Engineering Services within one hour of the occurrence of an accident or injury arising out of the JOC Contractor's work under a P.O. issued pursuant to the JOC Agreement.

2.11.5. JOC Contractor employees are encouraged to abate or remedy any unsafe act or condition, which may arise in the course of the JOC Contractor's work under the JOC Agreement.

- 2.11.6. The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the City shall be notified should any OSHA inspection occur at a City job site.
- 2.11.7. JOC Contractor 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.
- 2.11.8. JOC Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.
- 2.11.9. JOC Contractor 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, JOC Contractor's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- 2.11.10. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with JOC Contractor's personnel, Subcontractors and others as applicable.
- 2.11.11. JOC Contractor 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.
- 2.11.12. JOC Contractor will 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-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work. This written report will identify the injured party(s), the apparent cause of the injury, the witnesses to the injury, the response to the injury, and any other additional information that OSHA may require to be provided to the City.
- 2.11.13. JOC Contractor's responsibility for safety under this Section 2.12 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.
- 2.11.14. JOC Contractor and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Sedona, that come under the Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).
- 2.11.15. All JOC Contractors and all Subcontractors using chemicals on City of Sedona property, shall use only the safest chemicals, with the least harmful ingredients to human and animal health. These chemicals shall be approved for use by a City of Sedona representative prior to bringing them on property. Some chemicals that are automatically approved are legal fuel and non-accumulating, biodegradable, non-toxic chemicals.
- 2.11.16. JOC Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.
- 2.11.17. In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard

Communication, JOC Contractor and Subcontractors are hereby informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Sedona for specific information relative to the type of chemicals that the City believes may be present and location of appropriate Material Safety Data Sheets.

2.11.18. Unless included in the Work, if the JOC Contractor encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

2.11.19. If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the JOC Contractor shall not resume work in the affected area until the material has been abated or rendered harmless. The JOC Contractor and the City may agree, in writing, to continue work in non-affected areas onsite. An extension of Contract Time may be granted in accordance with Article 6.

2.11.20. Upon discovery of hazardous materials the JOC Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

2.12. Warranty

2.12.1. The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

2.12.1.1. Should the JOC Contractor fail to begin repairs or corrective work within fourteen (14) Calendar Days after receipt of written notice from the City, the City may perform the necessary work and the JOC Contractor hereby agrees to reimburse the City for the actual cost.

2.12.1.2. If the Contractor is required to repair or replace any portion of the Project pursuant to the two-year guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional one-year period from the date of completion of the repair.

2.12.1.3. This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the JOC Contractor's control.

2.12.1.4. JOC Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than JOC Contractor or anyone for whose acts JOC Contractor may be liable.

2.12.1.5. JOC Contractor's warranty obligation shall be for two (2) years unless otherwise stated in the Purchase Order.

2.12.1.6. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section 2.12 or the Contract Documents. JOC Contractor will provide City with all manufacturers' warranties upon Substantial Completion of each Purchase Order.

2.13. Correction of Defective Work

2.13.1. JOC Contractor 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 two (2) years from the date of Final Acceptance of the Work or any portion of the Work by the City, or within such longer period to the extent required by the Contract Documents. 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.

2.13.2. During the Work, JOC Contractor shall take meaningful steps to commence correction of such nonconforming Work as notified by the 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 JOC Contractor fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide JOC

Contractor with written notice that City will commence correction of such nonconforming Work with its own forces.

- 2.13.3. JOC Contractor shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above. These measures include but are not limited to timely correction of the Work. If the JOC Contractor fails to initiate necessary measures with such work within seven days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with written notice that the City will commence correction of such nonconforming Work with its own forces.
- 2.13.4. If the City does perform such corrective Work, JOC Contractor shall be responsible for all reasonable costs incurred by the City in performing such correction.
- 2.13.5. The JOC Contractor shall immediately respond to any nonconforming Work that creates an emergency.
- 2.13.6. The two-year period referenced in Division 2.13.1 above applies only to JOC Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding JOC Contractor's other obligations under the Contract Documents.

2.14. Equipment and Materials Stored on or off Site

- 2.14.1. For equipment and materials stored at the Site, the City shall approve the type of insurance coverage, the policy amounts, and the endorsements required by the City prior to the equipment and/or materials being stored at the Site.
- 2.14.2. For materials and equipment stored off the Site, the City must approve the storage location in advance to the materials and equipment being stored off Site. The material and equipment must be stored within Yavapai County or Coconino County and must be accessible for the City's inspection. The City shall approve the type of insurance coverage, the policy amounts, and the endorsements required by the City prior to the equipment and/or materials being stored off Site.
- 2.14.3. Title to such materials and equipment shall include bonding as may be required by the City.
- 2.14.4. All equipment and materials shall be free and clear of all liens and encumbrances.

Article 3 - City's Services and Responsibilities

3. City's Services and Responsibilities

- 3.1. Duty to Cooperate.** City shall, throughout the performance of any P.O.s issued under the JOC Agreement, cooperate with JOC Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate JOC Contractor's timely and efficient performance of the Work and so as not to delay or interfere with JOC Contractor's performance of its obligations under the Contract Documents.
- 3.2. Information and Services.** City shall furnish the JOC Contractor, at no cost to the JOC Contractor, the following information or services for this project:
 - 3.2.1. One copy of data pertinent to the work. However, the JOC Contractor can request from the City information required for the project.
 - 3.2.2. Project funding and budget allocations and any changes affecting the funding or budget allocations.
 - 3.2.3. For purpose of determining the Purchase Order Price, any Plans and Specifications.

3.3. City's Representative

- 3.3.1. City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit JOC Contractor to fulfill its obligations under the Contract Documents.
- 3.3.2. City's Representative shall also provide JOC Contractor with prompt notice if it observes any failure on the part of JOC Contractor to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.4. Design Professional Services

- 3.4.1. The City may contract separately with one or more Design Professionals to provide architectural and/or engineering design of the Project in accordance with the provisions of A.R.S. §34-603. This does not relieve the JOC Contractor of their design responsibility.
- 3.4.2. The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work

3.5. City's Separate Contractors

- 3.5.1. 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, JOC Contractor in order to enable JOC Contractor to timely complete the Work consistent with the Contract Documents.

Article 4 - Contract Time and Purchase Order Time

4. Contract Time and Purchase Order Time

4.1. Contract Time – Refer to JOC Agreement

4.2. Purchase Order Time

- 4.2.1. The JOC Agreement will remain in full force and effect during the performance of any Purchase Order.
- 4.2.2. Work that has been started before the termination date of the JOC Agreement can be completed after the termination date, however, no new Purchase Orders or Purchase Order Change Orders may be issued.
- 4.2.3. Purchase Orders may be issued at any time during the term of the JOC Agreement.
- 4.2.4. Each Purchase Order will include a Purchase Order Notice to Proceed date, Duration of the Work as determined pursuant to Division 5.2 and a calculated Substantial Completion date.
- 4.2.5. JOC Contractor agrees that it will commence performance of the Work and achieve the Purchase Order Time.
- 4.2.6. Each Purchase Order Time shall be subject to a P.O. Change Order in accordance with Article 6.

4.3. Substantial Completion

- 4.3.1. Substantial Completion of each Purchase Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Purchase Order Time.

- 4.3.2. Prior to notifying the City in accordance to Division 4.3.3 below, the JOC Contractor shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The JOC Contractor 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 the JOC Contractor to complete all Work in accordance with the Contract Documents.
- 4.3.3. JOC Contractor shall notify the City in writing when it believes a Purchase Order, or to the extent permitted in the Contract Documents, a portion of the Purchase Order, is substantially complete.
- 4.3.4. Within five (5) days of City's receipt of JOC Contractor's notice, City and JOC Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 4.3.5. If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will 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 JOC Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.
- 4.3.6. 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 Division 4.3.5 above, (ii) JOC Contractor 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 JOC Contractor agree that City's use or occupancy will not interfere with JOC Contractor's completion of the remaining Work.

4.4. Final Acceptance.

- 4.4.1. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance City and JOC Contractor will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.3.5. The City will issue a Final Acceptance Letter after the full work is complete.

4.5. Liquidated Damages.

- 4.5.1. JOC Contractor understands that if Substantial Completion is not attained within the Duration of the Work as adjusted for each Purchase Order, City will suffer damages, which are difficult to determine and accurately specify. The JOC Contractor agrees that if Substantial Completion is not attained within the Duration of the Work as adjusted, JOC Contractor shall pay City the amount prescribed in Division 4.5.2 below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Duration of the Work as adjusted.
- 4.5.2. The liquidated damages for each Purchase Order unless a specific amount has been determined in the Purchase Order shall be per MAG Specifications Section 108.9, Table 108-1.

Article 5- Contract Price and Purchase Order Price

5. Contract Price and Purchase Order Price

5.1. Contract Price. – Refer to JOC Agreement

5.2. Purchase Order Price

- 5.2.1. Each Purchase Order price is subject to a P.O. Change Order in accordance with Article 6.

- 5.2.2. The Purchase Order Price shall be calculated using the Unit Prices as shown in Exhibit A of the JOC Agreement, including any approved costs identified in the P.O. for any Special Items.
- 5.2.3. Unless otherwise provided in the Contract Documents, each Purchase Order Price is deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 5.2.4. The JOC Contractor guarantees to bring each Purchase Order within the Purchase Order Price or JOC Contractor alone will be required to pay the difference between the actual cost and the Purchase Order Price.
- 5.2.5. The scope of work will vary with each Purchase Order. At the beginning of each Purchase Order, a scope conference will be scheduled to define design and construction services required of the JOC Contractor. The Purchase Order and related documents will be given to the JOC Contractor.
- 5.2.6. The JOC Contractor will be asked to provide a proposal with the Purchase Order Price and a schedule indicating the Duration of the Work for the proposed Purchase Order based on the scope meeting and the provided documents.
- 5.2.7. If the JOC Contractor subcontracts or intends to subcontract part or all of the work under a Purchase Order and if the Purchase Order construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of Purchase Orders based on the number of units of standard tasks in the Purchase Order.
- 5.2.8. The JOC Contractor shall deliver promptly to each Subcontractor invited to bid a coefficient to the JOC Contractor to do all or part of the work under one or more Purchase Orders:
- 5.2.8.1. A copy of the descriptions of all standard individual tasks on which the Subcontractor is invited to bid.
 - 5.2.8.2. A copy of the standard unit prices for the individual tasks on which the Subcontractor is invited to bid.
 - 5.2.8.3. If not previously delivered to the Subcontractor, the JOC Contractor shall deliver promptly the following to each Subcontractor invited to or that has agreed to do any of the work included in any Purchase Order:
 - 5.2.8.4. A copy of the description of each standard individual task that is included in the Purchase Order and that the Subcontractor is invited to perform.
 - 5.2.8.5. The number of units of each standard individual task that is included in the Purchase Order and that the Subcontractor is invited to perform.
 - 5.2.8.6. The standard unit price for each standard individual task that is included in the Purchase Order and that the Subcontractor is invited to perform.

Article 6 – Changes to Purchase Order Price and Time, Purchase Order Change Order

6. Purchase Order Change Order for Price/Time

6.1. Delays

- 6.1.1. If JOC Contractor is delayed in the performance of the Work under a P.O. issues pursuant to the JOC Agreement due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom JOC Contractor is responsible, the Purchase Order Times for performance shall be reasonably extended by P.O. Change Order at the request of the JOC Contractor.

- 6.1.2. The JOC Contractor may request an increase in the Purchase Order Time by written notice including an estimate of probable effect of delay on progress of the Project. The City may at its sole discretion issue a P.O. Change Order,
- 6.1.3. In the case of a continuing delay only one request is necessary. However, the City reserves the right to request, and the JOC shall provide, updates on the anticipated impact of the delay and changes in the cause or severity of the reason for the delay. The JOC shall provide the updates within three working days of the City request. Failure to provide the update shall result in a lost of delay claim time to the extent the update is received late.
- 6.1.4. Written notice of delay shall be received by the City within five (5) Days of the commencement of the cause of the delay.
- 6.1.5. By way of example, events that may entitle the JOC Contractor to an extension of the Purchase Order Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work requested by the City, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.6. If adverse weather conditions are the basis for a request for additional Purchase Order 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 construction. Also, the JOC Contractor shall demonstrate that they took appropriate action to avoid or minimize the impact of the adverse weather.
- 6.1.7. It is understood, however, that permitting the JOC Contractor to proceed to complete any services, or any part of them through a PO Change Order, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 6.1.8. In addition to JOC Contractor's right to a time extension for those events set forth in this Division 6.1.1, JOC Contractor may also be entitled to an appropriate adjustment of the Purchase Order Price provided, however, that the Purchase Order Price shall not be adjusted for those events that are beyond the control of both JOC Contractor and City, including events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

6.2. Differing Site Conditions

- 6.2.1. If JOC Contractor encounters a Differing Site Condition, JOC Contractor may be entitled to an adjustment in the Purchase Order Price and/or Purchase Order Times through a P.O. Change Order to the extent JOC Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition. The City may also be entitled to an adjustment due to Differing Site Conditions.
- 6.2.2. Upon encountering a Differing Site Condition, JOC Contractor 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. JOC Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.3. Errors, Discrepancies and Omissions.

- 6.3.1. If the JOC Contractor observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and request clarification.
- 6.3.2. If the JOC Contractor proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such

circumstances made by the JOC Contractor prior to clarification by the City shall be at the JOC Contractor's risk.

6.4. City Requested Change in Purchase Order.

6.4.1. The City reserves the right to make, at any time during the progress of a Purchase Order, such alterations as may be found necessary or desirable, which may result in a P.O. Change Order.

6.4.2. Such alterations and changes shall not invalidate the Purchase Order nor release the surety, if any, and the JOC Contractor agrees to perform the P.O. Change Order as altered, the same as if it has been a part of the original Contract Documents.

6.4.3. The City will request a proposal for a Purchase Order Change Order from JOC Contractor, and an adjustment in the Purchase Order Price and/or Purchase Order Times may be made.

6.5. Legal Requirements.

6.5.1. The Purchase Order Price and/or Purchase Order Times may be adjusted through a P.O. Order for the effects of any changes in the Legal Requirements enacted after the date of the Purchase Order affecting the performance of the Work. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

6.6. P.O. Change Orders.

6.6.1. City and JOC Contractor shall negotiate in good faith and as expeditiously as possible for any appropriate adjustments to a Purchase Order. Upon reaching an agreement, the City may execute an appropriate P.O. Change Order reflecting the terms of any adjustment.

6.6.2. All changes to a Purchase Order authorized by P.O. Change Orders shall be performed under the conditions of the Contract Documents.

6.7. Minor Changes in a Purchase Order

6.7.1. The City has authority to order minor changes to a Purchase Order 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 effected by written order and shall be binding on the City and JOC Contractor. The JOC Contractor shall carry out such written orders promptly.

6.7.2. Minor changes to a Purchase Order shall not require a P.O. Change Order and shall not result in an adjustment in the Purchase Order Price and/or Purchase Order Times.

6.8. Purchase Order Price Adjustments

6.8.1. Any increase or decrease in a Purchase Order Price resulting from a change in the Work shall be documented by a P.O. Change Order pursuant to the JOC Agreement.

6.8.2. If City and JOC Contractor disagree upon whether JOC Contractor is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of a Purchase Order or proposed changes to a Purchase Order, City and JOC Contractor shall resolve the disagreement pursuant to Article 8 hereof. As part of the negotiation process, JOC Contractor shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.3. If the parties are unable to agree and City requires JOC Contractor to perform the services in accordance with City's interpretations, JOC Contractor shall proceed to perform the disputed services, conditioned upon City issuing a written order to JOC Contractor (i) directing JOC Contractor to

proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.9. Emergencies

6.9.1. In any emergency affecting the safety of persons and/or property, JOC Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. JOC Contractor may request a P.O. Change Order for any emergency work that affects the Purchase Order Price and/or Purchase Order Time(s).

Article 7- Procedure for Payment

7. Procedure for Payment

7.1. Purchase Order Payment Request Invoice

7.1.1. At least five (5) working days prior to the date established for a progress payment, the JOC Contractor shall meet with the City's Representative to review the progress of the Work, as it will be reflected on the Purchase Order Payment Request.

7.1.2. The Purchase Order Payment Request shall constitute JOC Contractor's representation that the Work has been performed consistent with the Purchase Order and Contract Documents, has progressed to the point indicated in the Purchase Order Payment Request, and that all Work for which payment is requested has been incorporated into the Project and is clear of all claims, liens, encumbrances and security interests. The City reserves the right to request written documents verifying the clear status of any work for which payment is requested.

7.2. Partial Payments

7.2.1. Partial payment will be made for Purchase Orders with Duration of the Work greater than 90 Days and may be made if Duration of the Work is less than 90 Days.

7.2.2. JOC Contractor shall submit a Purchase Order Payment Request invoice to the City once each calendar month, but not more than once in a 30-day period, beginning with the first month after the Purchase Order Notice to Proceed. The first payment request shall not be made prior to 15 days after starting the work.

7.2.3. The Purchase Order Payment Request may request payment only for equipment and materials incorporated into the Project.

7.3. Payment

7.3.1. Invoice Processing: The City will not accept invoices that do not include the P.O. number, or inaccurate, illegible, or incomplete invoices (requests for payments).

7.3.2. For projects longer than 60 Calendar Days duration, each request for payment shall be accompanied by a progress schedule, effective through the invoice period. The City shall not release a payment until the contractor provides an acceptable, accurate, and updated project schedule.

7.3.3. City shall pay JOC Contractor all amounts properly due. If City determines that JOC Contractor is not entitled to all or part of a JOC Contractor Payment Request, it will notify JOC Contractor in writing within (7) days after the date JOC Contractor Payment Request invoice 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 JOC Contractor must take to satisfy City's concerns. JOC Contractor and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, JOC Contractor may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.4. Retention on Purchase Order Payments

- 7.4.1. Pursuant to Arizona Revised Statutes § 34-609(B), there is a 10% retention for job- order-contracting construction services until 50% of the job is complete, then one-half of the retained amount is to be paid. Future retentions are limited to 5%.

7.5. Final Payment

- 7.5.1. After receipt of a final JOC Contractor Payment Request invoice, City shall make final payment including retention as prescribed in this Article, provided that JOC Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.
- 7.5.2. At the time of submission of its final JOC Contractor Payment Request invoice for each Purchase Order, JOC Contractor shall provide the following information:
- 7.5.2.1. An affidavit 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 will in any way affect City's interests; and
- 7.5.2.2. A general release executed by JOC Contractor waiving, upon receipt of final payment by JOC Contractor, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;

7.6. Payments to Subcontractors or Supplier

- 7.6.1. JOC Contractor shall pay its Subcontractors or suppliers within seven (7) Calendar Days of receipt of each progress payment from the City. The JOC Contractor 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. No Contract between JOC Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided herein.
- 7.6.2. If the JOC Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and JOC Contractor agrees that the City may take such actions:
- 7.6.2.1. To hold the JOC Contractor in default under the JOC Agreement; and/or
- 7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions; and/or
- 7.6.2.3. Reject all future offers to perform work for the City from the JOC Contractor for a period not to exceed one year from Substantial Completion date of this Project; and/or
- 7.6.2.4. Terminate the JOC Agreement.
- 7.6.3. If JOC Contractor's payment to a Subcontractor or supplier is in dispute, JOC Contractor and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within fourteen (14) Calendar Days from the date any party gives notice to the other: (a) binding arbitration or (b) a form of alternative dispute resolution (ADR) agreeable to all parties. When a disputed claim is resolved through ADR or otherwise, the JOC Contractor and Subcontractor or supplier agree to implement the resolution within seven (7) Calendar Days from the resolution date.
- 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.JOC Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for any P.O.s issued under the JOC Agreement.

7.7. Record Keeping and Finance Controls

7.7.1.Records of the JOC Contractor's direct personnel payroll, reimbursable expenses pertaining to each Purchase Order and records of accounts between the City and JOC Contractor shall be kept on a generally recognized accounting basis and shall be available for three years after completion of the Project. The City reserves the right to review and comment upon the adequacy of the account records.

7.7.2.The City reserves the right to audit the JOC Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Purchase Orders and P.O. Change Orders.

7.7.3.The City reserves the right to decrease the P.O. Price and/or payments made and also to require reimbursement if applicable, upon audit of the JOC Contractor's records if the audit discloses the JOC Contractor has provided false, misleading, or inaccurate data relating to costs.

7.7.4.The JOC Contractor shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City 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 P.O. Price and/or payments made under the JOC Agreement if the above provision is not included in Subconsultants' and Subcontractors' contracts, and/or 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.

Article 8- Claims and Disputes

8. Claims and Disputes

8.1. Requests for Purchase Order Adjustments and Relief.

8.1.1.If either JOC Contractor or City believes that it is entitled to relief against the other for any event arising out of or related to a Purchase Order or P.O. Change Order, such party shall provide written notice to the other party of the basis for its claim for relief.

8.1.2.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 JOC Agreement.

8.1.3.In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) 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.

8.1.4.Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific Purchase Order adjustment or relief requested and the basis of such request.

8.2. Dispute Avoidance and Resolution

8.2.1.The parties are committed to working with each other throughout the Project. If disputes or disagreements do arise, JOC Contractor and City shall in good faith work to resolve such disputes or disagreements.

8.2.2.JOC Contractor and City will first attempt to resolve disputes or disagreements at the field level through discussions between JOC Contractor's Representative and City's Representative.

8.2.3.If a dispute or disagreement cannot be resolved through JOC Contractor's Representative and City's Representative within fifteen (15) days from the date any party gives notice to the other, JOC Contractor'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.

8.3. Duty to Continue Performance

8.3.1.JOC Contractor shall continue to perform the Work and City shall continue to satisfy its payment obligations which are not in dispute, pending the final resolution of any dispute or disagreement between JOC Contractor and City.

8.4. Representatives of the Parties

8.4.1.City's Representatives.

City designates the individual listed below as the City's Senior Representative, which individual has the authority and responsibility for resolving disputes under Division 8.2.3:

Mr. Kurt Harris, PE
Director of Public Works / City Engineer
102 Roadrunner Drive
Sedona, AZ 86336

The City designates the individual listed below as the City's Representative who will manage all Purchase Orders issued pursuant to the JOC Agreement:

Mr. John Hall, PE
Engineering Supervisor
102 Roadrunner Drive
Sedona, AZ 86336

8.4.2.JOC Contractor's Representatives

JOC Contractor will designate individuals for each Purchase Order as the JOC Contractor's Representative and the JOC Contractor's Senior Representative which has the authority for resolving disputes under Division 8.2.3.

Article 9 – Suspension and Termination

9. Suspension and Termination

9.1. City's Right to Suspend/Stop Work

9.1.1.City may, at its discretion and without cause, order JOC Contractor in writing to suspend the Work in progress under a Purchase Order. The JOC Contractor is responsible for site security and protection during a suspension unless otherwise stated in writing by the City. Payment for such work during suspension shall be subject to the compensation provisions of the JOC Agreement.

9.1.2.JOC Contractor may seek an adjustment of the Purchase Order Price and/or Purchase Order Time through a P.O. Change Order request if its cost or time to perform the Project has been adversely impacted by any suspension or stoppage of Work by the City.

9.2. Termination for Convenience

- 9.2.1. Upon receipt of written notice to JOC Contractor, City may, at its discretion and without cause, elect to terminate the JOC Agreement or any Purchase Order.
- 9.2.2. If the City suspends the Work on any Purchase Order for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.
- 9.2.3. Upon receipt of written notice of termination of the JOC Agreement or any Purchase Order, the JOC Contractor shall proceed with the following obligations:
 - 9.2.3.1. Stop the Work as specified in the notice.
 - 9.2.3.2. Place no further subcontracts or orders.
 - 9.2.3.3. Terminate all subcontracts to the extent they relate to the work terminated.
 - 9.2.3.4. Assign to the City all right, title and interest of the JOC Contractor under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - 9.2.3.5. Take any action that may be necessary for the protection and preservation of the property related to the Purchase Order or Orders that is in the possession of the JOC Contractor and in which the City has or may acquire an interest.
- 9.2.4. The JOC Contractor shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.
- 9.2.5. The City shall pay JOC Contractor the following:
 - 9.2.5.1. The direct value of its completed Work and materials supplied as of the date of termination not to exceed the total value of the Purchase Order.
 - 9.2.5.2. The reasonable costs and expenses attributable to such termination.
- 9.2.6. JOC Contractor shall be entitled to profit and overhead on completed Work only and shall not be entitled to anticipated profit or anticipated overhead for uncompleted Work.
- 9.2.7. The JOC Contractor shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Division 7.7.

9.3. Termination for Cause

- 9.3.1. If the City provides the JOC 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 JOC Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.
- 9.3.2. If JOC Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Purchase Order and 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 a Purchase Order is completed by the Purchase Order Time, as such times may be adjusted, or (vi) perform material obligations under the Purchase Order and Contract Documents, the City, in addition to any other rights and remedies provided in the JOC Agreement or by law, shall have the rights set forth in Divisions 9.3.3 and 9.3.4 below.
- 9.3.3. Upon the occurrence of an event set forth in Division 9.3.2 above, City may provide written notice to JOC Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.

- 9.3.4.If JOC Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to JOC Contractor of its intent to terminate within an additional seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.
- 9.3.5.If JOC Contractor, within the second period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Purchase Order and the JOC Agreement terminated for default by providing written notice to JOC Contractor of such declaration.
- 9.3.6.Upon declaring the Purchase Order and JOC Agreement terminated, City may for all Purchase Orders with JOC Contractor 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 JOC Contractor hereby transfers, assigns and sets over 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.
- 9.3.7.In the event of such termination, JOC Contractor shall not be entitled to receive any further payments until the Work on all Purchase Orders shall be completed. At such time, the JOC Contractor will only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.3.8.If City's cost and expense of completing the Work exceeds the unpaid balance of any Purchase Order issued to JOC Contractor, then JOC Contractor shall be obligated to pay the difference to City. Such costs and expense 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 re-procurement and defense of claims arising from JOC Contractor's default.
- 9.3.9.If City terminates a Purchase Order and/or the JOC Agreement for cause and the termination is determined to have been without legal right, the termination for cause shall be deemed to have been a termination for convenience in accordance with the provisions of Division 9.2.

Article 10 - Insurance and Bonds

10. Insurance and Bonds

10.1. Insurance Requirements – Refer to JOC Agreement

10.2. Bonds and Other Performance Security.

- 10.2.1. Prior to execution of each individual Purchase Order agreement, when required the contractor must provide a payment bond and/or a performance bond using the City's required forms for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Purchase Order.
- 10.2.2. 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 years prior to the execution of a P.O. issued under the JOC Agreement.
- 10.2.3. The bonds shall be made payable and acceptable to the City of Sedona.
- 10.2.4. 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 this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.2.5. 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, the JOC Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.2.6. All bonds submitted for this project shall be provided by a company which has been rated no less than B+6 by the A.M. Best Company.

Article 11 - Indemnification

11. JOC Contractor's General Indemnification – Refer to JOC Agreement.

Article 12 – General Provisions

12. General Provisions

12.1. Mutual Obligations. City and JOC Contractor 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.

12.2. Cooperation And Further Documentation. The JOC Contractor 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.

12.3. Damaged Utilities during Construction. Any utilities damaged during construction shall be replaced at the JOC Contractor's expense as per the requirements of the M.A.G. Standard Specifications and the affected utility.

12.4. Covenant Against Contingent Fees. The JOC Contractor warrants that no person has been employed or retained to solicit or secure the JOC 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 the City of Sedona has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Sedona shall have the right to annul the JOC Agreement and any P.O.s issued thereunder 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.

12.5. Headings. The headings used in the JOC 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.

12.6. Traffic Control.

12.6.1. Complete street closures will not be permitted unless specified in a Purchase Order. The timing and sequence of street closures shall be approved by the City Engineer or designee at least 30 days prior to the closure. This approval is necessary to provide coordination with other roadway projects and special events. Restrictions of parking, revision of speed limits, and road closures anticipated for the work shall be clearly disclosed in the Purchase Order Scope of Work, and shall be considered not necessary if not mentioned.

12.6.2. Adequate barricades and lighted warning signs shall be installed and maintained by the JOC Contractor throughout the duration of the project. All traffic control shall be in accordance with the M.U.T.C.D. or as per the approved barricade plan unless otherwise specified in the Purchase Order.

12.6.3. The JOC Contractor shall submit a construction schedule and a traffic control plan to the Project Manager (or designee) for approval and/or modification at least three (3) working days before

construction is initiated. For purpose of this requirement, working days are Monday through Thursday, excluding City recognized holidays.

12.6.4. JOC Contractor will comply with all provisions of the M.U.T.C.D. and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.

12.7. **Material Source.** No material source has been designated by the City for use on JOC Agreement.

12.8. **Native Plants.** The JOC Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Sedona's Land Development Code, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area.

12.9. **Endangered Hardwoods.** Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

12.10. **Responsibility for Privilege (Sales) Taxes.** The contractor shall be responsible for all State of Arizona and City of Sedona transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the bid amount.

12.11. **Loss and Damages.** All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

12.12. **Rights-of-Way.** The M.A.G. Standard Specification 107.12 shall apply. Areas for storage and maintenance purposes, which are required in addition to any areas secured by the City, as indicated in the Plans and/or Special Conditions, are the responsibility of the JOC Contractor.

12.13. **Existing Traffic and Street Signs and Traffic Signal Equipment.** The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the City Project Manager 48 hours in advance of any work at such intersections. The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the City Project Manager when underground conduit is to be severed by excavations at the intersection. The City Project Manager shall have all underground traffic conduit located and shall provide the necessary City Technicians to assist the Contractor in identifying wiring phases and direction of conduit runs upon 24 hours-notice from the Contractor and at least one day prior to the Contractor's scheduled wiring and installation of temporary cables. The Contractor shall be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The City Project Manager shall provide a City technician to assist the Contractor with connecting field wiring within the traffic signal control cabinet. The Contractor shall provide, at his expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the City Maintenance Superintendent for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

Exhibit D
Construction General Conditions

General Conditions

2025

TABLE OF CONTENTS

1. CONTENTS	32
2. DEFINITIONS AND TERMS	32
3. CONTRACTOR'S UNDERSTANDING	36
4. DEFECTIVE WORK	37
5. NOTICE AND SERVICE THEREOF	37
6. MATERIAL AND EQUIPMENT SPECIFIED BY NAME	37
7. CONTRACT BONDS AND GUARANTEES	38
8. INSURANCE	39
9. SCHEDULE OF CONSTRUCTION	44
10. PROGRESS MEETINGS	46
11. TAXES	46
12. ASSIGNMENTS	46
13. SUBCONTRACTING	47
14. COOPERATION AND COLLATERAL WORK	47
15. LINES AND GRADES	48
16. EXCAVATIONS, UNDERGROUND FACILITIES LOCATION, AND STORMWATER POLLUTION PREVENTION	49
17. EXISTING UTILITIES, RIGHTS-OF-WAY, EASEMENTS	51
18. OPERATIONS, LAYDOWN YARD AND STORAGE AREAS	53
19. RIGHT-OF-ENTRY	57
20. ACCESS AND DRAINAGE	57

<u>21. SANITARY CONVENIENCES</u>	57
<u>22. CLEANUP PRACTICES</u>	57
<u>23. PLANS AND SPECIFICATIONS</u>	58
<u>24. CORRELATION OF DOCUMENTS</u>	58
<u>25. SHOP DRAWINGS, SAMPLES, AND OPERATOR'S INSTRUCTION</u>	59
<u>26. DRAWINGS SHOWING CHANGES DURING CONSTRUCTION</u>	61
<u>27. MATERIALS, EQUIPMENT, SUPPLIES, SERVICES, AND FACILITIES</u>	61
<u>28. WORKMANSHIP, MATERIALS, AND EQUIPMENT</u>	62
<u>29. QUALITY OF MATERIALS IN ABSENCE OF DETAILED SPECIFICATIONS</u>	62
<u>30. VARIATIONS FROM ESTIMATED QUANTITIES</u>	62
<u>31. PROGRESS PAYMENTS</u>	64
<u>32. PAYMENT WITHHELD</u>	65
<u>33. MEASUREMENTS</u>	65
<u>34. PAYMENT, USE OR OCCUPANCY OF WORK</u>	67
<u>35. CLOSEOUT PROCEDURE</u>	68
<u>36. FINAL PAYMENT</u>	69
<u>37. SUPERVISION BY CONTRACTOR</u>	69
<u>38. WEATHER</u>	70
<u>39. OVERTIME</u>	1
<u>40. INDEMNIFICATION</u>	1
<u>41. DEFENSE</u>	2
<u>42. ACCIDENT PREVENTION - EMERGENCY - AUTHORITY TO ACT</u>	2
<u>43. PROTECTION OF WORK</u>	3
<u>44. PROTECTION OF PROPERTY</u>	3
<u>45. PROTECTION OF PERSONS</u>	4
<u>46. POTENTIALLY DANGEROUS WORK</u>	4
<u>47. PATENTS, COPYRIGHTS, AND ROYALTIES</u>	5

<u>48. CHANGE ORDERS FOR CHANGED OR EXTRA WORK</u>	5
<u>49. PROCEDURE FOR REQUESTING CHANGE ORDERS –EXTRA</u>	9
<u>50. PROCEDURE FOR REQUESTING CHANGE ORDERS--EXTRA TIME</u>	9
<u>51. DIFFERING SITE CONDITIONS</u>	10
<u>52. WARRANTY PERIOD</u>	11
<u>53. AUTHORITY OF ENGINEER</u>	12
<u>54. DECISIONS OF THE CITY</u>	12
<u>55. TEMPORARY SUSPENSION OF THE WORK</u>	13
<u>56. AUTHORITY AND DUTIES OF CITY'S FIELD REPRESENTATIVE</u>	13
<u>57. CHARACTER OF WORKERS, METHODS, AND EQUIPMENT</u>	14
<u>58. WARRANTY OF COMPLIANCE WITH STATE AND FEDERAL LAW</u>	14
<u>59. QUALITY CONTROL AND TESTING</u>	15
<u>60. TERMINATION OF CONTRACT</u>	17
<u>61. TIME IS OF THE ESSENCE</u>	18
<u>62. LIQUIDATED DAMAGES</u>	18
<u>63. CITY'S REMEDIES CUMULATIVE AND NONWAIVER</u>	18
<u>64. SEVERABILITY CLAUSE, DISPUTE RESOLUTION, APPLICABLE LAW</u>	19
<u>65. POTHOLING REQUIREMENTS</u>	21
<u>66. UNMARKED UTILITY REPAIR</u>	21
<u>67. UTILITY SEPARATION</u>	22
<u>68. NOTIFICATION TO RESIDENTS & COMMUNITY RELATIONS</u>	22

GENERAL CONDITIONS

1. CONTENTS

The following Contract Provisions are general in scope and may refer to conditions, which will not be encountered in the performance of the work, included in this Contract and which are not applicable thereto. Any requirements, provisions, or other stipulation of these General Conditions, which pertain to a non-applicable condition, shall be excluded from the scope of the Contract. Where conflict appears, "Special Conditions" shall take precedence over "General Conditions". Full compensation for compliance with these General Conditions shall be considered as included in the total and various bid items of the contract and the contract time.

2. DEFINITIONS AND TERMS

When the Contract indicates that work shall be "accepted, acceptable, approve, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified sufficient, suitable, suspended, unacceptable, unsatisfactory," it shall be understood that these expressions are followed by the words "by the City of Sedona".

Wherever the following abbreviations, terms, or pronouns are used in the specifications, plans, or other Contract Documents, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADOT	Arizona Department of Transportation
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
ARA	American Railway Association
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
A WG	American Wire Gauge
AWPA	American Wood Preservers' Association

AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EIA	Electric Industries Association
FHWA	Federal Highway Administration, Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
MAG	Maricopa Association of Governments
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NIST	National Institute of Standards and Technology
NSF	National Sanitation Foundation (NSF)
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories, Inc.

ADVERTISEMENT - A public announcement inviting proposals for work to be performed or materials to be furnished.

AWARD - The acceptance by the City of a proposal.

BASIS OF PAYMENT - The terms under which "work" is paid, as a designated pay item in accordance with the quantity measured and the pay unit.

BIDDER - Any individual, partnership, joint venture, firm or corporation submitting a proposal for the advertised work, acting directly or through a duly authorized representative.

CALENDAR DAY - Each and every day shown on the calendar, beginning, and ending at midnight.

CERTIFIED INVOICE - An invoice from a supplier which has been reliably endorsed by the Contractor guaranteeing that the material was purchased and received for the project and establishing the value of the material.

CLAIM - A written demand or request for additional compensation or additional time submitted to the Engineer that:

- A. Contains the words "This is a claim...", within its Subject line or the first paragraph
- B. Cites the contractual basis for the demand or request
- C. Relates the Contractual basis cited to factual events occurring or that have occurred within the project.

COMPLETION DATE - The date on which the contract work is specified to be completed.

CONTRACT ITEM (PAY ITEM) - A specifically named unit of work for which a price is provided in the Contract. The description, whether general or detailed, the content of the named unit of work shall be as per the project plans and specifications.

CONTRACT CHANGE ORDER - A written order issued to the Contractor by the City covering extra work, additions or alterations to the plans and specifications, and establishing the basis of payment and time adjustment for the work affected by the changes. The Contract Change Order is the only method authorized for changing the Contract.

CONTRACT DOCUMENTS - The following comprise the Contract Documents: Advertisement for Bids, Information for and Instructions to Bidders, Bid Proposal and Bid Guarantee Bond, Construction Contract, Change Orders, Addenda, Performance Bond, Labor and Material Payment Bond, Special Conditions, General Conditions, Technical Specifications, Notice of Award, Notice to Proceed, Drawings, Plans, Standard Specifications and Certificate of insurability. All of these documents together constitute the **CONTRACT**.

CONTRACT TIME - The number of calendar days allowed for the entire completion of the Contract, including authorized time extensions and work required to be complete after substantial completion. Where a calendar date of completion is specified, the Contract shall be completed on or before that date.

CONTRACTOR - Party contracting directly with the City to furnish and perform all work and services in accordance with the Contract Documents.

COUNTY - The County in which the work is to be done.

DAY - Unless otherwise defined shall mean "calendar" day.

ENGINEER - The City Engineer; or his designated representative.

EXTRA WORK - Work not provided for in the Contract as awarded but determined by the City to be essential to the satisfactory completion of the Contract within its intended scope.

FINAL ACCEPTANCE - The acknowledgment by the City that the project or the work has been completed in accordance with the Contract Documents and provides the date at which the warranty or guarantee period begins.

INSPECTOR - A person, persons, or firm authorized by the Engineer to make detailed reviews, observations, reports and determinations of contract performance.

MAY - Used to refer to permissive actions.

METHOD OF MEASUREMENT - The manner in which a pay item is measured to conform with the pay unit.

NOTICE OF CLAIM - A written notification submitted to the Engineer that a demand

or request for additional compensation or additional time may be made. The notification shall

1. Contain the words "notification of a potential claim" within its Subject line or the first paragraph
2. Describe the occurrence which is the reason that the Notice of Claim is being presented

NOTICE TO PROCEED - Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of contract time. Start of Construction, as defined below, may start at a later date.

PLANS - The drawings and pictures depicting the location and special orientation of the work to be done.

PROJECT - The work to be completed pursuant to this contract.

PROPOSAL - A standard form plus information supplied by the City, which contains spaces for completion by the Bidder which, when completed in its entirety and executed by the Bidder, along with all required additional documents, shall constitute the Bid. Said Bid shall constitute the Contractor's offer to perform all work required as set forth in the Contract Documents for the amount of money stated in the Bid.

PROPOSAL FORM - The documents furnished by the City on which the offer of a bidder is submitted.

PROPOSAL GUARANTY - The security furnished with a proposal to Guaranty that the bidder will enter into the Contract if the proposal is accepted.

RIGHT OF WAY - A general term denoting land, property, or interest therein, acquired for or devoted to the construction of an improvement.

SALVABLE MATERIAL - Material that can be saved or salvaged. Unless otherwise designated or directed by the City or shown on the plans, all salvable material shall become the property of the Contractor.

SAMPLES - Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship, or finishes, and to establish standards by which the work will be judged.

SHALL - Refers to mandatory actions by either the Contractor or the City.

SHOP DRAWINGS - Drawings, diagrams, illustrations, certificates, test reports, schedules, performance charts, brochures, shop layouts, fabrication layouts, assembly layouts, foundation layouts, wiring and piping layouts, specifications and descriptive literature required by the Contract Documents which the Contractor is required to submit for approval.

START OF CONSTRUCTION – The date in which the Contractor begins physical work at the project site. Restrictions on start of construction are provided in the General Conditions and may be specified in the Special Conditions.

SUBCONTRACTOR - Party supplying labor and/or material for work at the site of the project for, and under separate contract or agreement with, the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the City and any subcontractor.

SUBSTANTIAL COMPLETION - The date when the work is sufficiently completed so it may be safely, conveniently, and beneficially utilized by the City for all of the purposes for which it was intended. Reduced liquidated damages are chargeable for a project or portions thereof which have separately specified damages, if there are items of work remaining to be performed relative to such work once full substantial completion status has been attained. In such cases the amount of liquidated damages due shall be twenty-five percent (25%) of the unreduced liquidated damage amount stated in the contract.

SUPERINTENDENT - The Contractor's authorized representative in charge of the work.

WORK - The furnishing of all labor, materials, equipment, and all other incidentals necessary to the successful and acceptable completion of all obligations as described in the Contract Documents, and the carrying out of all of the duties and obligations imposed by the Contract.

3. CONTRACTOR'S UNDERSTANDING

- A. It is understood and mutually agreed that by submitting a proposal, the Contractor acknowledges that he has carefully examined all documents pertaining to the work, the locations, accessibility, and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, subsurface conditions, the character, quality, and equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to any labor situation which can in any way affect the work under the Contract. It is further mutually agreed that by submitting a proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility and correctness of the Contract Documents for the construction of the work and that he accepts all the terms, conditions, and stipulations contained therein; and that he is prepared to work in peace and harmony with other Contractors performing work on the site.
- B. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents.
- C. The Contractor understands that, unless specifically stated otherwise in the contract documents, the intent of the contract documents is to provide complete and operable facilities. The Contractor's bid amount for this project, therefore, shall be and is considered to be for completion in conformity with this understanding, regardless of whether some aspect of the work to be performed is named as a separate bid item or not.

4. DEFECTIVE WORK

- A. A City Representative, designated by the City Engineer, shall give written notice of the noncompliance to the Contractor, when, and as often as the City Representative determines through his inspection that procedures, material, equipment, or workmanship incorporated in the Project does not meet the requirements of the Contract. Within five (5) working days from the receipt of such notice, the Contractor shall undertake the work necessary to correct such deficiencies, and to bring the work into compliance with the Contract Documents. Should the Contractor not agree with the City Representative's determination, and as a condition precedent to any request for either additional compensation or time extension, or both, resulting from the City Representative's determination, the Contractor shall within three (3) working days provide a Notice of Claim to the Engineer that he may claim additional compensation, time or both, and detailed explanation of the Contractor's position. The Contractor shall document the costs associated with the corrective work with daily records and cost data and shall furnish such information to the Inspector daily. Receipt of cost data shall not be construed to be an acceptance of the corrective work, or an authorization for a Change Order to cover the corrective work. Failure by the Contractor to provide the specified written notice of an intention to make a claim shall be sufficient basis to reject any related claim subsequently submitted.
- B. Prior to initial acceptance of the Project, the City may, at its option, retain work, which is not in compliance with the Contract if the City determines that such defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable. The City also may retain defective work, if in the opinion of the Inspector, and with concurrence of the City Engineer, removal of such work is impractical or will create conditions, which are dangerous or undesirable. Just and reasonable value, for such defective work, shall be judged, by the Engineer and appropriate deductions shall be made in the payments due, or to become due to the Contractor. Initial acceptance shall not act as a waiver of the City's right to recover from the Contractor an amount representing the deduction for retention of defective work.

5. NOTICE AND SERVICE THEREOF

Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the City relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted to the Contractor at the address given in the Contractor's proposal, or at the last business address known to the City, or delivered in person to the Contractor or his authorized representative on the site or transmitted electronically by facsimile or electronic mail using phone numbers and addresses last provided by the Contractor. It is mutually agreed that such notice shall be sufficient and adequate. The Contractor shall provide the City, upon written request, facsimile phone numbers and electronic mail addresses, in writing.

6. MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or equipment is specified by reference to one or more patents, brand names, or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other materials or

equipment, of equal capacities, quality and function may be considered. The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified which he considers would be in the City's interest to accept. After the Award of the Contract, the City will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or Subcontractors.

Substitutions

The Contractor's offer of substitution shall be made in writing to the Engineer and shall include sufficient data to enable the Engineer to assess the acceptability of the material or equipment for the particular application and requirements. If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted shall include drawings and details showing such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment. Within thirty (30) calendar days after the receipt of the offer of substitution, the Engineer will review the material submitted by the Contractor and notify the Contractor if approved for use or objections, if any, to the proposed substitution or if further information is required. Upon notification by the Engineer, the Contractor shall either provide the approved material or equipment, which complies with project specifications, or furnish requested additional information. While the Engineer might not take any objections to the proposed substitution and may approve the same, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the Contractor's offer of substitution and the Contract Documents shall be modified by a Change Order.

When the specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless other methods are authorized by the Engineer. If the contractor desires to use a method or type of equipment other than those specified, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with the Contract Documents. If material or equipment is specified by only one patent or proprietary name, or by the name of only one manufacturer, it is for the purpose of standardization, or because the City knows of no equal. If standardization is the reason for using one name to specify any material or equipment, the specifications will so state, and substitutions will not be considered. In other cases, the Contractor may offer substitutions in the same manner as requesting a Change Order for products he considers being equal to those specified.

7. CONTRACT BONDS AND GUARANTEES

- A. The Contractor shall provide two surety bonds on the forms provided, each in an amount equal to 100% of the contract price. One shall serve as security for the faithful performance of the work and the other as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The

bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Arizona. Such bonds shall remain in force throughout the period required to complete the work and thereafter for a period of 365 calendar days after final acceptance of the work, plus 365 calendar days following the repair of any work pursuant to the guarantees herein made. The surety's liability on the bonds shall not exceed the underwriting limitations for the respective surety specified in Circular 570, published by the United States Department of the Treasury.

- B. Should any surety or sureties be deemed unsatisfactory at any time by the City, notice will be given to the Contractor to that effect and he shall forthwith substitute a new surety or sureties satisfactory to the City. No further payment shall be deemed due or will be made under this Contract until the new surety shall qualify and be accepted by the City.
- C. The Contractor guarantees to the City that all materials and equipment furnished under this Contract will be new and of good and sufficient quality, free from faults and defects as is necessary to complete the project as required by the Plans and Specifications.

8. INSURANCE

- A. The Contractor, at Contractor's 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- VII as minimum and approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the City.
- B. All required insurance herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and finally accepted - failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.
- C. The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it.
- D. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.
- E. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, officers, officials and employees for any claims arising out of the Contractor's work or service.
- F. 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 deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- G. The City reserves the right to request and to receive, within ten (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.
- H. The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, officers, officials, and employees as additional insured.
- I. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the City or be construed as relieving the Contractor or his Subcontractors of responsibility for direct physical loss, damage or destruction occurring prior to final acceptance.
- J. Any insured loss under the policies of insurance required by this Agreement shall be adjusted with the City and made payable to City for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph K of this Article of these General Conditions. City shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced, the moneys so received shall be applied on account thereof, and the work and the cost thereof shall be covered by an appropriate Change Order.
- K. City shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within ten (10) working days after the occurrence of loss to City's exercise of this power. If such objection were made, City shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, City shall upon the occurrence of an insured loss, give bond for the proper performance of these duties.
- L. If City finds it necessary to occupy or use a portion or portions of the work prior to substantial completion of all of the work, such use or occupancy may be accomplished as provided in these General Conditions, provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

M. REQUIRED COVERAGE

The Contractor shall obtain for itself and provide the City with Certificates of Insurance indicating the scope and extent of coverage as set forth below. Required coverage's may be modified by an amendment to the Contract Documents.

1. GENERAL LIABILITY

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$3,000,000 for each occurrence with a \$3,000,000 Products and Completed Operations Aggregate and \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093, 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, or 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.'s, Additional Insured, Form B, CG2010I185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract, the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$3,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability Insurance.

2. 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 and \$2,000,000 for more than one person and property damage in the sum of not less than \$1,000,000 resulting from any one accident which may arise from the operation, actions or omissions of the Contractor or any Subcontractor in the performance of the project, and with respect to the Contractor's owned, hired, and non- owned vehicles 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 Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and offloading 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.

3. WORKERS' COMPENSATION

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

The Contractor shall furnish the City with a Certificate of Waiver of Subrogation under the terms of the Workmen's Compensation insurance. The Contractor shall defend, protect, and save harmless the City from and against all claims, suits, and actions arising from failure of the Contractor or the Subcontractor to maintain such insurance.

4. BUILDERS' RISK (PROPERTY) INSURANCE

The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' 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. The insurance shall cover work performed under the Contract and materials, equipment or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy shall cover not less than losses due to fire, mischief, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke or any other casualty, including but not limited to earthquakes, tornadoes or other cataclysmic events, until the date of initial acceptance of the work. 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.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and 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.

Builders' 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 are occupied. Builders' 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.

The maximum deductible allowable under this policy shall be \$5,000. The policies providing this insurance shall name the City, its agents and attorneys, the City Engineer, and the Design Engineer as additional insured as their respective interests shall appear.

5. **BLASTING INSURANCE:**

If the Contractor determines that the performance of the project will require use of explosives, the public liability and property damage insurance shall specifically cover all liability arising out of the Contractor's acquisition, storage and use of explosives. If work requiring use of explosives is not discovered until after the commencement of the work, upon discovery, the Contractor shall immediately procure blasting insurance as required by this paragraph. The Contractor shall not undertake any blasting without submission to the City of a Certificate of Insurance covering all liability due to blasting regardless of amount. Any delays incurred by the Contractor in procuring blasting insurance shall not be grounds for an extension of time for completion of the project, nor for any additions to the contract price.

6. **OTHER INSURANCE:**

The Contractor shall carry and maintain all other insurance including Flood Insurance as may be required by Federal, State, County and City laws or ordinances. The Contractor may be required to, at the discretion of the City, maintain additional fire and extended coverage with an endorsement for vandalism and malicious mischief in his name and also in the name of the City in an amount of not less than \$100,000.00.

The Contractor may utilize up to \$2,000,000 in excess liability coverage to meet the above-required limits for insurance. Any deductibles shall be declared and the City may require deposits be made to it up the amount of such deduction, at its sole discretion.

7. **CERTIFICATES OF INSURANCE**

Prior to commencing 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's, conditions and limits required by this Contract are in full force and effect.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title. Each of the Certificates of Insurance shall contain a clause substantially in the following words:

It is hereby understood and agreed that if this policy is canceled, a written notice of such cancellation shall be mailed to the City of Sedona within ten (10) working days.

Such insurance coverage obtained by the Contractor other than Workmen's Compensation Coverage, shall name the City, the City Engineer, the Design Engineer, and their directors, officers, principals, agents, attorneys, and employees as Additionally Insured.

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

All certificates of insurance and endorsements required to be purchased by Contractor pursuant to this Article shall be filed with the City. Certificates shall be acceptable to City. If a policy does expire during the life of the Agreement, a renewal certificate of the required coverage must be sent to the City not less than five days prior to expiration date.

Each certificate of insurance shall include the job site and project number. Coverage shown on certificate of insurance must coincide with the requirements in the text of the Contract Documents.

9. SCHEDULE OF CONSTRUCTION

- A. The Contractor shall submit to the City within five (5) days after award of Contract, or as may be otherwise requested by the City, a schedule showing the order in which the Contractor proposes to carry on the work and at a rate sufficient to successfully construct all of the Work set forth in the Contract Documents within the Contract Period. Such schedule shall show the dates at which the Contractor will start and complete the several parts of the Work. The schedule shall identify the following items if applicable:

1. Potholing.
2. Mobilization.
3. Roadway work to be broken down at a minimum, on a street by street basis.
4. Pipeline work to be broken down on a manhole to manhole basis and individual pump station construction or abandonment.
5. Site prep.
6. Drainage improvements prep and construction.
7. Ramp prep, construction, and finish.
8. Sidewalk prep, construction, and finish.
9. Bridge prep, abutment construction, bridge construction, bridge placement, and finish.
10. Traffic control.
11. Demobilization
12. SWPPP.
13. Other items as applicable and/or listed in the bid schedule.

The schedule shall also show the order of construction and delivery dates at which the Contractor will start and complete the several other parts of the Work, the order

of construction and delivery dates of critical materials and equipment along with monthly payment estimates, dates for submittal of working drawings and shop drawing to the Engineer for review, and the name of the project superintendent. The City shall be notified in writing of changes in the project superintendent. The schedule shall be subject to review and comment by the City as per MAG specifications 108.4. The schedule shall be binding on the Contractor and shall be complied with by the Contractor unless, for good cause shown, a modification of the schedule shall be requested in writing to and approved by the City. The schedule shall also:

1. Be updated with each progress billing.
2. Include a detailed two week look ahead, indicate work requiring inspection, and be updated at each progress meeting.
3. Show work tasks progress in time periods of seven days or less unless otherwise approved by the Engineer.
4. Identify the critical path(s) for the work and task float.
5. Identify tasks corresponding to bid item descriptions when possible. Less comprehensive task designations may be used to comply with 2 above.
6. Conform to any time and location constraints identified in permits and the contract documents.
7. Span the current contract date to the end of the contract time.
8. Be submitted in an electronic format compatible with Microsoft Project Standard 2007, and hard copy format.
9. Identify long lead items.

The schedule format (size, color, type format) shall be such that the different tasks, durations, critical path and durations can be easily distinguished. The Contractor shall also provide a listing of tasks and durations with the schedule. If the schedule and list is being provided prior to a Notice to Proceed it need not include dates for start and completion of tasks. Any schedule and list provided after the Notice to Proceed has been issued shall include dates. A schedule and list shall be provided on the date of the Notice to Proceed. The Contractor shall begin work on the project site within five (5) working days of the Notice to Proceed, unless stated otherwise in specifications. Failure to do so is sufficient cause for termination in addition to other remedies the City may have.

- B. Where the City's operations require specific sequencing of the work, such sequencing requirements as provided for in the Contract Documents shall be followed.
- C. When progress has not kept pace within two weeks of the schedule or if otherwise requested by the City the Contractor shall update his schedule within five (5) working days of the City's written request. The revised schedule will include a description of what actions will be done by the Contractor to bring the project back on schedule. **Failure to not provide a revised schedule within one week of its request may result in the withholding of \$750 from any progress payment due.** Each written request by the City shall be considered a separate request and subject to the withholdings specified, provided it is within the following billing cycle from a previous request.

- D. The Contractor shall provide the City with a list of emergency phone numbers, addresses, and electronic mail addresses for contacting key personnel in the case of any after-hours emergency.
- E. The Contractor shall furnish the City with a schedule for hours of work. In it, the Contractor shall note the begin work, begin daily clean-up, and daily shutdown times to be followed by the Contractor during the project unless otherwise changed. The Contractor's regular work hours on regular workdays shall be between 7:00 AM and 5:30 PM Monday through Thursday, unless otherwise stated in the specifications. Friday work is permitted between 7:00 AM and 5:30 PM for work that does not require City inspection. This work hours timeframe shall be considered to include start-up of equipment and daily clean-up of the work area. Weekends and Holidays for the City of Sedona shall be considered non-regular work hours. Permission to work non-regular work hours shall be subject to approval by the Engineer and the provisions of General Conditions, Section 39. **The Engineer may deduct \$250 per day for work outside of approved work hours after issuance of one written warning during the course of the project.**

The City of Sedona has the following holiday schedule:

New Year's Day, January 1st

Martin Luther King/Civil Rights Day, 3rd Monday of January

President's Day, 3rd Monday in February

Memorial Day, Last Monday in May

Independence Day, July 4th

Labor Day, 1st Monday in September Veteran's Day, November 11th

Thanksgiving Day, 4th Thursday in November AND the Friday after

Thanksgiving Day

Christmas Day, December 25th

10. PROGRESS MEETINGS

Periodic meetings shall be held between the City of Sedona officials, Contractor, and other affected agencies, at a standard time and place, and at a frequency to be established during the pre-construction meeting. These meetings shall be used to discuss scheduling and matters related to the project.

11. TAXES

The Contractor shall be responsible for and shall include in his bid prices all applicable taxes, including but not limited to Federal, State, and Local Taxes.

12. ASSIGNMENTS

The Contractor shall not assign the whole or any part of the Contract or any monies due or to become due hereunder without the written consent of the City and of the Surety on the Contractor's Bond. A copy of such consent of Surety, together with a copy of the assignment, shall be filed with the City. If the Contractor assigns all or any part of any monies due or to become due under the contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior

claims and liens of all persons, firms, and corporations for services rendered; for the payment of all materials and equipment furnished and for payment of all materials and equipment used or rented in the performance of the Work called for in the Contract; and for the payment of any liens, claims, or amounts due the Federal, State, or local government or any of their funds.

13. SUBCONTRACTING

- A. Subcontractors will not be recognized as employees or agents of the City, nor as having any privity of contract with the City. All persons engaged in the work of construction will be considered by the City to be employees of the Contractor. The Contractor will be held responsible for their work and for all materials provided by them, which shall be subject to the provisions of the Contract.
- B. Each subcontract shall contain a suitable provision for cancellation or termination thereof should the Subcontractor neglect or fail to conform to every provision of the contract.
- C. Subcontractors collectively shall not perform more than fifty percent (50%) of the value of the total work required pursuant to the Contract Documents. **The Contractor agrees that should this percentage be exceeded the City may consider the Contractor in breach of this contract and/or make deductions equal to one half of one percent of the total approved contract value for each one percent of subcontracted work beyond that allowed above.** The Contractor shall perform fifty percent (50%) of the contract work using the Contractor's own organization as construed in ADOT Standard Specifications 2000 Section 108.01.
- D. The City of Sedona encourages all contractors to utilize minority and women owned businesses whenever possible.

14. COOPERATION AND COLLATERAL WORK

- A. In general, the Contractor shall be responsible for the scheduling and coordination of his work with any other work, which may be, carried on in the construction areas for this project by other parties or by the City simultaneously with his construction work. The contractor shall include in his bid any costs which may be involved on his part as a result of coordinating his construction with such other activity.
- B. When two or more Contractors are employed by the City in related or adjacent work, each shall conduct his operations in such manner as to not cause any delay or hindrance to the other and shall properly connect and coordinate the execution of their respective work with the other. The City will not be responsible for damage caused by such delays, and such delays will not entitle the contractor(s) to an extension of time. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work.

If the proper execution of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City Engineer any discrepancies between the executed work and the drawings or any defects in such work that render it unsuitable for such proper execution. The failure of the Contractor to inspect and report shall constitute an acceptance of the other

contractor's work as fit and proper for the reception of his own work. The exception is for defects, which may develop in the other contractor's work, after the execution of the Contractor's collateral work that would not have been discovered before the Contractor's collateral work began.

- C. The contractor shall coordinate his work, and cooperate with any other persons or entities operating on or adjacent to the site of the project.

Where persons employed by other persons or entities are engaged in or near the construction areas for this project, and where such work on the part of said parties results in a delay in performance by the Contractor, and where such delay, in the opinion of the City Engineer, is of such nature that it could not have reasonably been foreseen or anticipated by the Contractor in time for him to take steps to prevent same, then the Contractor shall be entitled to an extension of time.

The Contractor shall promptly make good any injury or damage caused by him that may be sustained by other Contractors or employees of the City. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others.

15. LINES AND GRADES

The Contractor shall be responsible for providing all construction staking and surveying needed to construct the facilities in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of work. The Contractor shall employ a surveyor licensed in the State of Arizona to perform all surveying necessary to construct this project to the lines and grades provided in the plans. The Contractor shall provide to the Engineer the Surveyor's listing of lines, grades, distances, curve information and point data (including northing, easting and elevation) used to actually establish project staking at least two working days prior to establishing subgrade, setting forms, placing pre-cast facilities, pouring concrete, installing pipe, or placing asphalt. The Contractor shall provide a set of as-built plans showing manhole and inlet inverts, rim and grate elevations, gutter elevations at 50-foot intervals, changes of grade, invert and finished grade elevations of concrete structures at the center and corners, and the inlet and outlet ends of pipes. The surveyor shall seal and designate them as as-built plans. This as-built plan is in addition to the Status As-Builts and Record As-Builts required under other provisions of these specifications. The Final contract payment shall not be due until all as-built plans have been submitted and accepted. Any work performed without complying with the Survey requirements in these specifications shall be considered unauthorized work and subject to the provisions of MAG section 105.11. As-Built plans shall be submitted in the following formats: hard copy in the same size as provided by the City to the Contractor for the contract, AutoCAD 2022, and .pdf.

The Contractor shall pothole utility facilities and report results to the Engineer at least two (2) working days prior to excavating for installation of roadways, asphalt patches, catch basins, underground pipes, manholes, footings, vaults, and basins. The report shall indicate any conflicts or inadequate clearances as related to the work to be performed. Failure to perform potholes and report results, as required, will result in the loss of the

right to make a claim for changes in compensation and time due to conflicts, interference, protection or other costs related to the utility, as such, a claim would have been mitigated by performing the pothole timely.

16. EXCAVATIONS, UNDERGROUND FACILITIES LOCATION, AND STORMWATER POLLUTION PREVENTION.

The Contractor in the execution of the Work shall conform to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over employment discrimination, wages and working conditions, and the construction of the Work, including but not limited to all construction codes, O.S.H.A. Requirements, and safety codes, which may apply to (1) performance of the Work; (2) protection of adjoining and adjacent property; (3) maintenance of passage-ways, guard fences or other protective facilities; and shall obtain all permits and pay for licenses and approvals necessary for the construction of the Work and give all required notices.

ARS-40-360.22 Excavations: Determining locations of underground facilities; providing information. This statute requires that no person shall begin excavation before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the owner of the facility shall respond as promptly as practical, but in no event later than two working days. The "Arizona 811" (1-800-782-5348) (formerly Arizona Blue Stake Center) was formed to provide a more efficient method of compliance with this statute.

ARS-40-360.23 Making excavations in careful, prudent manner: liability for negligence. This statute states that obtaining information as required does no excuse any person making any excavation from doing so in a careful and prudent manner nor shall it excuse such persons from liability for any damage or injury resulting from his negligence.

ARS-40-360.28 Civil penalty: Liability. If the owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

Licenses and Permits:

The Contractor shall be required to obtain, at his expense, the appropriate licenses and permits from the City of Sedona before the start of construction. It is the duty of the Contractor to determine that all necessary permits have been obtained. Costs associated with obtaining a license are not waived.

Arizona Pollutant Discharge Elimination System (AZPDES) Permit

A. General requirements:

The Contractor shall comply with the AZPDES Stormwater requirements for construction sites pursuant to the requirement of the Arizona Department of Environmental Quality (ADEQ). The Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the ADEQ requirements, as well as other Federal, State and local requirements pertaining to storm water discharges. As the permittee, the contractor is responsible for completing, in a manner acceptable to the ADEQ, all documents required including the following:

1. Storm water Pollution Prevention Plan (SWPPP) for the project including certification form. The contractor will be required to submit for approval, update and revise the SWPPP as necessary throughout the construction of the project in order to ensure compliance with permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.
 2. Notice of Intent (NOI) to be covered by Arizona General Permit for Arizona including certification of signature.
 3. Notice of Termination (NOT) of coverage under AZPDES (upon project completion).
- B. Regardless of whether compliance with AZPDES is required the Contractor shall prepare a Storm Water Pollution Prevention Plan. That Plan shall at a minimum address the following issues:
- Designation, maintenance, and clean-up of vehicle storage, fueling, lubrication and maintenance areas
 - Clean up and off-site disposal of excess construction materials including asphalt, concrete, paints, oils, and wrapping materials
 - Daily work day clean-up of debris in work area
 - Prevention of wind born debris/Dust Control Plan
 - Prevention of erosion resulting from rain or watering activities'
 - Measures to prevent silt and debris generated by this project from migrating beyond the construction site boundaries. Measures such as trapping and removing debris and dirt generated, or other measures acceptable to the Engineer, shall be taken.
 - The Contractor shall comply with the City of Sedona General Storm Water Pollution Prevention Guidelines, this includes filing the City Notice of Intent.
- C. Submittals:
1. Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer two days prior to the preconstruction meeting. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, prior to implementation.
 2. The Contractor shall submit completed, signed NOI forms at least forty-eight (48) hours prior to the initial start of construction on the project to the Arizona Department of Environmental Quality in Phoenix, Arizona (ADEQ, 1110 West Washington Street, Phoenix, AZ. 85007). Generally, projects of less than one (1) acre may not be applicable to this requirement at this time. If the project is subject to these requirements, the Contractor shall be designated the permittee.
 3. Failure by the contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required timeframe shall result in delay of the start of construction but shall not prohibit issuance of the Notice to Proceed, at the City's sole discretion. A copy of the completed NOI shall be posted at the construction site and a copy of the SWPPP shall be kept on the construction site.

Contractor's Responsibilities:

1. It is the Contractor's responsibility to perform inspection of all storm water pollution control devices on the project on a monthly basis and following each rainfall. The contractor shall prepare reports on these inspections and retain these reports for a period of three years following project completion. Inspection reports shall be submitted monthly to the CITY along with payment requests. The contractor shall maintain all storm water pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.
 2. No condition of either the AZPDES or the SWPPP shall release the contractor from any responsibilities or requirements under other environmental statutes and regulations.
 3. Upon total project completion, acceptance, and de-mobilization, the contractor shall submit its completed, signed NOT form to the ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.
- D. Payment: There shall be no separate payment made to the Contractor for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include contractor costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

17. EXISTING UTILITIES, RIGHTS-OF-WAY, EASEMENTS

A. EXISTING UTILITIES

Because of the nature of this contract, existing utilities are not shown or indicated in these specifications, except to note that their locations are within rights of way, streets, and easements throughout the City of Sedona area. The fact that utilities are not shown shall not relieve the Contractor of the following responsibilities:

1. The Contractor shall be responsible for the preservation of all existing water, sewer, storm sewer, buried transmission lines or any cable or utility. If damaged, all costs for the necessary repairs shall be paid by the Contractor.
2. The Contractor shall locate and verify the location of all existing utilities prior to any excavation. This shall be done at least two (2) days prior to excavation for installation of project facilities or ordering equipment or materials for those facilities.
3. The Contractor shall be responsible for the location of all service lines.
4. Continuation of Service - All services shall be maintained to all areas at all times during the construction period, except when it is necessary to shut down a line to make a connection with the new line. Residents shall be given twenty-four (24) hour notice when it is known that the service will be interrupted. The Fire District

shall be kept advised of the status of all fire hydrants affected by any work on this Project.

5. The Contractor is responsible for as-building all existing utilities within the improvement area (location, depth, and material).

B. RIGHTS-OF-WAY AND EASEMENTS

The City will furnish land, right-of-way, or easements as shown in the Contract Documents for the performance of the Work under the Contract. Contractor shall confine his operations to the land, right-of-way or easements furnished, and will restore the same to their original conditions to the extent reasonably possible prior to final acceptance of the work. Prior to construction or entry thereon, the Contractor shall obtain copies of and become familiar with any agreements and stipulations used by the City in acquiring temporary or permanent easements.

The Contractor shall remain within easement areas and rights-of-way obtained or owned by the City or easement areas the Contractor has obtained. Disturbed areas shall be reasonably restored upon completion of installation of the project improvements and related appurtenances in the easement. The Contractor shall be responsible to adhere to easement provisions whether the easement was obtained by Contractor or City. A temporary 4-foot high orange fence shall be placed to define the work area for all easements encompassing all work that occurs outside the City right-of-way. Clearing by manual means for the purpose of defining the area to be fenced shall be the only activity allowed on the easement before the fence is placed. City shall provide the Contractor with a copy of the easement agreement with the property owner, upon request. Contractor shall be responsible for all restoration of the easement as described in the easement agreement. Trees and larger vegetation shall be preserved to the maximum extent practicable.

The Contractor shall be responsible for the preservation of all existing property pins. If disturbed or damaged the Contractor shall be responsible for all costs associated with the restoration of any property pin disturbed by the Construction activities. Any property monuments which require resetting, shall be reset under the direction of a licensed Surveyor by the State of Arizona and proper documentation recorded with the appropriate County.

Access by Residents: The Contractor shall ensure that all residents have access from the Street to their property each night. When access to a resident's property cannot be maintained during normal working hours (weekdays), the Contractor must personally notify the affected residents two working days in advance of the closure. Such notification shall be documented in writing to the Engineer. Emergency access shall not be blocked for any reason without the express written permission from the owner.

Access to Public Facilities: The Contractor shall assure that safe access to facilities including, but not limited to, parking lots, picnic shelters, playgrounds, and pedestrian ways is provided. Any disruption to the public's normal use of said facilities shall not occur without the express written permission from the City.

Intersection and Driveway Maintenance: Once work has commenced in a particular street, the Contractor shall provide and maintain access facilities to all connecting streets, intersections and private driveways by ramping or surfacing with suitable materials to ensure access at all times. If in the opinion of the City, such facilities, or materials used, are not capable of supporting traffic, the Contractor shall remove the materials and provide better-suited materials, including asphalt concrete or similar, as directed by the Engineer. This work shall be considered incidental to the Project, and all costs shall be borne by the Contractor. Failure to comply with these requirements may result in stoppage of the work until corrected as determined by the Engineer, with no time extension being granted for such delay to the Project.

18. OPERATIONS, LAYDOWN YARD AND STORAGE AREAS

- A. All operations of the Contractor (including laydown yard, storage of materials, supplies, and equipment) shall be confined to areas authorized by the City. **The City of Sedona does not have available construction staging or material lay down facilities, except as specified otherwise in the specifications.** The Contractor is responsible for arranging and providing for such facilities as is deemed necessary for carrying out the work of this contract. The City does not warrant or represent in any way the availability of staging or material lay down areas within the City or vicinity of the project. It is the Bidder's responsibility to make such determinations. The price paid for mobilization shall include all costs for and associated with providing construction staging and material lay down facilities necessary for constructing the project. If a mobilization item is not included in the specification, the cost for compliance with item shall be considered as included in the unit price (s) bid for the various items of work. The Contractor shall be liable for all and any damages caused by him to such premises.

The Contractor shall comply with the following, regarding laydown yards:

- Any use of vacant property adjacent to or near the project used for parking or servicing equipment and/or storing of material will require the Contractor to provide written approval from the property owner, homeowner associations as applicable, and the filling of a temporary use permit from the City of Sedona.
- A copy of the property owner's approval shall be submitted to the Engineer, stating the use of the laydown yard for use during the construction of this project is acceptable.
- The Contractors yard shall be enclosed with a six (6) foot temporary fence.
- Storage of Gasoline will require Fire Department approval.
- Clearing or grading of the site in excess of fifty (50) CY of soil will require a grading permit. No grading will be allowed which changes the drainage path for the parcel without the approval of the City Engineering Department. All existing pipes and drainage facilities at the laydown yard will be maintained in working order at all times.
- A stabilized construction entrance will be required if the vacant property laydown yard is not already gravel or pavement. The laydown yard shall be adequately maintained to control dust and mud from leaving the property.

- Work in the laydown yard shall be scheduled so as to comply with any City noise or light Ordinances and these specifications.
- Equipment, materials, etc., shall be located so as to minimize impact to adjacent properties.
- Before any grading of any laydown yard, property corners will be located for the parcel. Any property pins disturbed by the Contractors operations will be replaced prior to final acceptance of the project.
- The Contractor shall obtain a written release from the property owner, homeowner's associations or similarly concerned parties after completion of use. A copy of the release shall be presented to the Engineer.
- Equipment and material shall not be stored in the right-of-way and/or street easement during non-work hours without permission of the Engineer. Such permission shall be subject to finding that it is impractical to move the equipment or material because of size or that permission has been granted to close the right-of-way to all traffic, including local traffic. Lack of construction yard or other staging area shall not be considered as reason to grant permission. Such permission, if granted, shall be subject to conditions determined at the sole discretion of the Engineer.

B. The Contractor shall hold and save the City free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on the premises of third persons.

C. The Contractor shall be wholly responsible for the care, compliance with law, and storage of materials, supplies or equipment delivered on the work site or purchased for use thereon. Stored materials, supplies, or equipment shall be carefully and continuously protected from damage or deterioration and so located so as to facilitate inspection by the City. The responsibility for the care and storage of materials, supplies, or equipment shall be with the Contractor whether such materials, supplies, or equipment are furnished by the Contractor or by the City. Storage of materials, supplies, or equipment shall not unduly interfere with the progress of the Contractor's Work or the work of any other contractor.

D. Traffic Control:

Adequate traffic flow shall be maintained at all times, all barricading and temporary signage for detours and traffic control must meet the standards set by the Manual of Uniform Traffic Control Devices (MUTCD) and the City Engineer. If traffic control is not a separate bid item; then, it is considered incidental to the work and shall be included as appropriate in the Contractors bid. The Contractor must also take responsibility for public safety, meaning:

1. That, except for alleyways, one lane of the roadway for each direction must be kept open at all times; OR
2. Certified flaggers must be provided to properly channel traffic at all times when two separate lanes (one each direction) cannot be maintained open; OR
3. Total closure of a roadway shall only occur with the written permission of the City Engineer. For all rights-of-ways requiring closure for any work therein, appropriate permits shall be obtained. Prior to start of construction, the Contractor shall provide

the Engineer with planned traffic control methods and procedures for this project. A notice of closure for residents, along with a map showing the planned area of distribution shall be included as part of the planned methods and procedure. Proper traffic control and advance warning signage shall be in place prior to any road closure.

4. When detours or road closures are implemented an overall map showing anticipated flow of traffic shall be provided.
5. The Contractor shall have a designated person responsible for overall traffic control on-site at all times.
6. A Traffic Control Plan shall be submitted for review. The plan is intended to be a guide; Contractor shall submit any proposed revisions for approval by the Engineer.
7. Pedestrian traffic must be maintained at all times, on at least one side of the road.
8. The Contractor shall supply a Public Announcement showing closures and detours.

E. Water Use

1. All water used by Contractor for testing, compaction, dust control, or other uses related to construction, shall be obtained by the Contractor from an approved water source. The Contractor shall be responsible for all deposits, charges and fees.

Reclaimed water is available to the Contractor for dust control and other on-site construction uses at no cost to the Contractor (other than testing costs noted below), according to the following limitations (any required water outside these limitations shall be provided by the Contractor from an approved source):

- a. Reclaimed water will be available for use by the Contractor Monday – Friday. It shall be the Contractors' responsibility to apply for and obtain a Type 2 General Water Reuse Permit (Class A+ Reclaimed Water) from ADEQ for dust control and other construction uses. Contractor shall also be responsible for the cost of fecal coliform testing. The cost of testing is \$50 for each day that water is taken for construction use.
- b. Water shall be provided from the effluent pump station wetwell at the Wastewater Treatment Plant using contractor-provided submersible pump.
- c. Contractor is responsible to supply conveyance and storage facilities for water made available by the City. Contractor shall record and report to the City on a weekly basis the date and amount of water used.

F. Dust and Debris Control

1. **The contractor shall cover all trucked loads of soil, rock and material that may drop from, be sifted from or blown from the vehicle. The City may require that trucks arriving with uncovered loads not be allowed to deliver**

material to the project, regardless of whether or not the truck is the contractor's, a subcontractor's, a service provider's, or a material supplier's vehicle. If trucks leave the site with uncovered loads the City reserves the right to do one or more of the following:

- a. The truck will not be allowed on the site
 - b. The contract compensation will be reduced by \$150 per observed uncovered load. The contract time will be reduced by one day
 - c. The Police Department may issue a citation.
2. Pine slash and/or cut down pine trees shall be removed from the City within 24 hours, including any non-working days, of being broken or cut. This measure is to minimize pine bark beetle infestation in Sedona.
3. The contractor shall take measures to prevent blowing debris and/or dust from the site.
4. Dust Control shall comply with the following:
 - a. Dust control shall be maintained at all times on the project. Spray nozzles shall be used as necessary on equipment to reduce dust. Mist shall be visible when standing adjacent to the equipment.
 - b. A Dust Control Plan shall be submitted prior to Start of Construction.
 - c. Cleanup and Dust Control shall be in compliance with MAG Section 104.1.3 and 104.1.4.
5. The contractor shall clean any dirt tracked from the project work area from streets and sidewalks using equipment and methods that will not create excessive dust. Sweeping is the preferred cleaning method. Washing of streets and/or sidewalk and other paved areas will require special permission from the Engineer and shall be subject to conditions imposed by the Engineer. The City reserves the right to require that the Contractor to cease work that is resulting in excessive tracked mud and/or dirt from and within the project area, and to require cleaning prior to allowing the ceased work to continue. The exercise of the City's right and impacts there from shall not provide a basis for claim by the contractor. Failure of the Contractor to cease work shall be sufficient reason for the City to reduce the contract time by one calendar day per incident, at the City's sole discretion.
6. Dirt, debris, wastewater and other debris shall not be disposed of in stormwater facilities and/or natural drainage channels. The City may require inspection of stormwater facilities and/or natural drainage channels prior to and during the work to verify compliance with this requirement. The City may require the contractor to clean stormwater facilities and/or natural drainage channels if the contractor has disposed of material to them. Final Completion will not be issued until all stormwater facilities have been inspected and approved.

G. Open Trenches

MAG Specification Section 601.2.10 is modified to limit the length of open trench to 1100 feet within the project. An open trench includes any longitudinal excavated area 3 inches or more below adjacent land which has settled or been left lower intentionally.

All open trenches shall properly marked and protected so as to warn pedestrians and vehicular traffic of a low area.

19. RIGHT-OF-ENTRY

Contractor shall provide to the City, Architect-Engineer, or representative of the Federal, State, County, District and Municipal governmental officials and services, the proper facilities for access to the Work, whenever it is in preparation or progress.

20. ACCESS AND DRAINAGE

The Contractor shall keep a sufficient clear area around fire hydrants to permit their full and effective use in case of fire. The Contractor shall keep natural drainage and watercourses unobstructed by spoil piles, material storage, or any other operations, or provide for other equal courses effectively placed.

21. SANITARY CONVENIENCES

The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the use of work persons during construction, and these conveniences shall be maintained in a manner that will be inoffensive and in compliance with Federal, State and local health and sanitation requirements.

22. CLEANUP PRACTICES

- A. The Contractor shall at all times during the progress of the work maintain a reasonably clean job site, this includes, but is not limited to, keeping signs clean and legible, minimizing mud, rock, and dirt on roadways, and keeping ditches free of trash and construction materials. If in the opinion of the Engineer, excessive dust, mud or debris exists at the job site, the Contractor shall immediately remove said material as directed. All costs associated with this work shall be borne by the Contractor. The location of debris and material stockpiles shall be as directed by the Engineer.
- B. The Contractor shall begin his daily clean-up process at a typical time agreed to by the City at the pre-construction meeting. If the Contractors operations and daily shut-down exceed a forty hour work week or eight hour day then the City will be entitled to withhold a portion of the Contractors progress payment for City "overtime" work pursuant to Section 32 and 39, unless authorized by the Engineer.
- C. The site shall be kept clean of trash and debris including but not limited to, loose construction materials, such as sand, cement, lime, wood pieces, building paper, and other miscellaneous paper. All trash and debris shall be placed in an appropriate number of approved containers and moved and disposed of off the site daily in a location where it will not be possible to be dispersed. No burning of trash or debris will be permitted on the site, except where designated by the Engineer. The laydown yard shall have a minimum of one container of appropriate size at all times.

When site daily clean-up has not been kept up as requested in writing by the City the Contractor shall bring the site into compliance with the City within 24 hours or the City shall withhold \$350 for each day out of compliance.

- D. Before final payment, the Contractor shall remove all rubbish, excess materials, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. Excess mounds of earth shall be leveled, and ruts and depressions filled, such that the completed work is attractive. If in the opinion of the Engineer, the Contractor does not maintain the Construction Site in a safe and clean condition or does not adequately clean up the site at the completion of the work, or rectify any valid complaints of damage to property resulting from the Construction, the City may clean up or rectify damage and charge the costs thereof to the Contractor.
- E. The Contractor shall be responsible for locating sites and making arrangements for disposal of all material removed from the site. This includes concrete, asphalt, unsuitable or unstable trench material and any other trash, rubbish or debris generated as a result of construction. Asbestos, hazardous substances or materials, hazardous waste or any other regulated substances or materials shall be disposed of in accordance with all applicable federal, state, and local regulations.
- F. All vegetation and improvements removed from easements by the Contractor shall be removed or repaired by the Contractor in accordance with the easement agreement with the property owner, the same being done at no additional cost to the City.

23. PLANS AND SPECIFICATIONS

- A. The City will provide the Contractor with four (4) sets of plans, drawings, and specifications after the execution of the Contract. If additional plans, drawings, and specifications are required, the Contractor shall compensate the City for it.
- B. When, in the opinion of the City, revised partial plans, drawings and specifications are required to clarify or reflect authorized changes or additional work the City shall provide four (4) copies of such revisions to Contractor. The Contractor must pay for any additional copies. Contractor shall immediately post such revisions to his record set of Contract Documents.
- C. The plans, drawings, and specifications are the property of the City, and are furnished to the Contractor for the construction of Work under the Contract only.
- D. The data given in the specifications and shown on the plans and drawings is believed to be accurate, but the accuracy is not guaranteed. The Contractor must confirm all levels, locations, measurements, and verify all dimensions on the job site prior to construction and adapt his Work into the exact limits of construction. Scale measurements taken from plans are only for reference.
- E. Drawings showing the details of the Work specified are designated "plans" or "drawings" and together with the specifications form an integral part of the Contract Documents.

24. CORRELATION OF DOCUMENTS

- A. Plans, drawings, and specifications are cooperative and supplementary. Portions of the Work, which can best be illustrated by the plans or drawings, may not be included

in the specifications and portions best described by the specifications may not be depicted on the plans or drawings. All items necessary or incidental to completely construct or erect the Work specified shall be furnished, whether called for in the specifications or shown on the plans or drawings. Unless otherwise stated the plans and specifications shall be considered to require construction or erect of a complete and operable facility.

- B. Special Conditions shall take priority over Technical Specifications, which shall take priority over General Conditions; large-scale drawings shall take precedence over small-scale drawings. In case of a disagreement between the plans, drawings, and specifications, or within a document itself, the better quality and the greater quantity of work shall be estimated and included in the bid and contract sums and the matter drawn to the City's attention for further decision, and possible issuance of an addendum.

25. SHOP DRAWINGS, SAMPLES, AND OPERATOR'S INSTRUCTION

- A. The Contractor shall furnish all Shop Drawings and Samples required by the Contract Documents. Shop Drawings of equipment and devices offered by the Contractor for approval of the City shall be in sufficient detail to adequately show construction and operation. The above material shall be submitted to the City for review in electronic format (.pdf and/or .dwg). Shop drawings submitted as herein provided by the Contractor and approved by the City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by the City.
- B. Work performed in connection with the fabrication, manufacture, shipment, or purchase of material or equipment prior to approval as specified shall be at the Contractor's sole risk and responsibility.
- C. Shop Drawings and Samples shall be accompanied by a letter of transmittal indicating that the Contractor has reviewed and approved the submittal. The transmittal shall give a list of the numbers and dates of the submittal and shall be in the form required by the City. Any re-submittals shall show numbers and dates of previous submittals. Shop Drawings shall be complete in every respect and bound in sets.
- D. The Contractor shall submit all Shop Drawings and Samples (submittals) sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting, and rechecking to avoid any delay in progress of the Work. In no case however shall this time be less than five (5) working days without the consent of the Engineer. In the case of submittals for pump installations and similarly complex equipment the minimum timeframe shall be twenty (20) working days. This timeframe shall also apply to resubmittals. If more than five (5) submittals are made in a week the minimum City review time shall be extended by five (5) days for each submittal. The Contractor shall be solely responsible for delays and costs related to resubmittals or untimely submittals.
- E. Shop Drawings or Samples submitted shall be marked with the name of the Project, numbered, and bear the stamp of approval of the Contractor as evidence that the Shop Drawings and Samples have been checked by the Contractor. Any shop

drawings or samples submitted without this stamp of approval shall not be considered and shall be returned to the Contractor for resubmission. If the Shop Drawings or Samples show variation from the requirements of the Contract, the Contractor shall call such variation to the City's attention in his letter of transmittal in order that, if acceptable and City gives written approval to the variation, suitable action may be taken for proper adjustment.

- F. By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field dimensions and measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked, and coordinated such submittals with the requirements of the Work and the Contract Documents.
- G. If a Shop Drawing or Sample, as submitted, indicates a departure from the Contract requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in the contract price or time for performance, it may approve the Drawings or Samples; provided, however, such departure is slight in nature and does not affect the design concept of the Work.
- H. All items of standard equipment shall be the latest model at time of delivery.
- I. When Shop Drawings are submitted for the purpose of showing the installation in greater detail, their approval shall not excuse the Contractor from requirements shown on the plans and specifications.
- J. Shop Drawing and Sample submittals not conforming completely with the above requirements shall be returned to the Contractor, without action, for re-submittal and the resulting delay shall be entirely the responsibility of the Contractor.
- K. The City's check and approval of Shop Drawings and Samples, specifications, and descriptive literature submitted by the Contractor shall be only for general conformance with design concept, as otherwise provided, and shall not be construed as:
 - 1. Permitting any departure from the Contract requirements;
 - 2. Relieving the Contractor of the responsibility for any error in details, dimensions, or otherwise that may exist in such submittals;
 - 3. Constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or
 - 4. Approving departures from additional details or instruction previously furnished by the City. Such check or approval shall not relieve the Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.
- L. One (1) electronic copy and four (4) sets of bound operator's instructions and maintenance manuals shall be furnished by the Contractor for equipment furnished under the Contract that is specially listed or that is considered to be of a special or complex nature. Operator's instruction and maintenance manuals shall include, in part, detailed lubrication drawings showing type and frequency of lubrication. Detailed parts drawings shall show location, name and catalog numbers of parts.

- M. One (1) electronic copy and four (4) sets each of bound service parts manuals shall be furnished by the Contractor for all items of standard manufacture.
- N. All operator instructions, maintenance, and parts manuals shall be bound in permanent binders satisfactory to the City and shall be furnished to the City before final acceptance of the installation by the City.
- O. Four (4) copies of any manufacturer's guaranty/warranty or certificate for any type of material or equipment provided shall be submitted to the City prior to final acceptance of the Work by the City.

26. DRAWINGS SHOWING CHANGES DURING CONSTRUCTION

Throughout the progress of construction, the Contractor shall maintain a careful up-to-date record of all changes on the plans and drawings during actual construction. *With each progress payment invoice the Contractor shall provide a "Status As-Built" showing all work completed to date.* Callouts will identify type, size and quantity of each item installed. The Contractor shall annotate all sewer taps stationing upstream to downstream using swing ties from adjacent manholes or other method the Engineer may approve in writing. Upon completion of Work, and prior to acceptance by the City, the Contractor shall file with the City one set of complete contract drawings with all changes and Contractor's field construction notes neatly and legibly recorded thereon. Such drawings shall include but not be limited to, the exact routing and clearances, if changed from drawing location, of sewer, water, gas, oxygen supply, condenser water lines, fuel oil tanks and lines, fire protection lines, and any other major buried utility lines and routing of buried electrical feeder lines and changes to routing of conduit runs which are buried or concealed in concrete slabs. The Contractor shall furnish such As-Built utility and drainage invert and rim elevations as well as gutter, top of curb shots and horizontal location of valves and hydrants placed as a part of this construction. This information is for use by the City in the preparation of record "As-Built" Drawings. Curb and gutter shots shall be spaced no further than 50 feet apart and shall include any significant bends, drops or other deviations from a straight horizontal or vertical alignment.

27. MATERIALS, EQUIPMENT, SUPPLIES, SERVICES, AND FACILITIES

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, equipment rental, water, heat, light, fuel, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work in a workman like manner within specified time.
- B. No materials, equipment, or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- C. Equipment shall be properly equipped with safety devices including but not limited to spark arrestors, back up alarms, reflectors, signage, labeling, and lights.

- D. At least one (1) set of all appropriate Material Safety Data Sheets shall be maintained in a common location on the project site at an identified location during all working hours.

28. WORKMANSHIP, MATERIALS, AND EQUIPMENT

- A. All material and equipment furnished by the Contractor shall be new and unused and shall strictly conform to the Contract Documents. Competent labor, mechanics and tradesmen shall be used on the Work. Experienced manufacturer's representatives shall be used to supervise the installation of equipment as may be required by the City. Any special tools or equipment, which may be required, shall be provided by the Contractor.
- B. The acceptance at any time of materials or equipment by or on behalf of the City shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity to the material or equipment specified or are not as represented to the City.

29. QUALITY OF MATERIALS IN ABSENCE OF DETAILED SPECIFICATIONS

- A. Where the Contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the work using materials and equipment as described in the specifications. Constructed or installed as described therein and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure a good, serviceable standard of construction.
- B. All tests and re-tests unless otherwise provided, shall be in accordance with the pertinent sections of the latest edition of the standards applicable to the material or devices to be tested. A partial list of the principal societies referred to and their Abbreviations follows:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASTM	American Society of Testing Materials
AWWA	American Water Work Association
CPI	Clay Pipe Institute
CS	Commercial Standards
FS	Federal Specifications
NEC	National Electric Code
TMCA	Tile and Marble Contractors of America

30. VARIATIONS FROM ESTIMATED QUANTITIES

When unit prices are utilized in the Contract Documents, it may be reasonably expected that there could be variations in final quantities from the estimated quantities by reason

of actual conditions and/or change orders. An adjustment in compensation may be allowed only to the following extent:

- A. For a decrease greater than twenty percent (20%) in either the total cost of the contract or the total cost of a major item and when a reasonable cost analysis supports an increase in the pro rata share of fixed cost chargeable to this item in total, an adjustment in the monies due the Contractor may be made. The total amount, including any adjustment, will not exceed eighty percent (80%) of the original lump sum contract amount or, for a unit price item, the total amount, including adjustment, will not exceed eighty percent (80%) of the original extended unit bid price.
- B. For an increase greater than twenty percent (20%) in either the total cost of the contract or the total cost of a major item, any adjustment made will only apply to that cost in excess of one hundred twenty percent (120%) of the original bidding schedule. If either party presents a reasonable cost analysis that shows a change in the pro rata share of fixed costs chargeable to this item in total, an increase or decrease adjustment may be made. This increase or decrease adjustment will be made on such basis as is necessary to cover a reasonable estimate of cost, plus an allowance, not to exceed ten percent (10%), for overhead and profit.
- C. A major item is an item whose total cost, determined by multiplying the bidding schedule quantity and the contract unit price, is equal to or greater than the amount indicated below. A major item will remain a major item unless it is completely eliminated. Compensation for a completely eliminated major item shall be limited to the amounts indicated, but not to exceed the amount demonstrated by information provided to show the cost impact of the deletion, not including anticipated profit.

Total Contract amount as awarded equal to or greater than (in dollars)	But is less than (in dollars)	A major bid item Shall be equal to or greater than the following amount (in dollars)	If the item is completely eliminated compensation shall be limited to no more than (in dollars)
\$0.00	\$1,000,000	\$50,000 or 10% of the Contract amount as awarded	\$2,000
\$1,000,000	\$5,000,000	5% of the Contract amount as awarded	\$5,000
\$5,000,000	\$20,000,000	2.5% of the Contract amount as awarded	\$7,500

- D. For either an increase or decrease in cost, no claim shall be made by the Contractor for any loss of anticipated profits.

31. PROGRESS PAYMENTS

- A. When monthly progress payments are authorized, the Contractor shall, on the date determined during the pre-construction meeting, submit to the City an itemized application for payment, supported by "Status As-Builts" and such data substantiating the Contractor's right to payment as the City may require, on forms acceptable to the City. Progress payments shall be made no more than once each calendar month and provided that there are a minimum fifteen (15) calendar days between payments, unless otherwise authorized on a payment-by-payment basis by the City Engineer or City Manager. Progress payments are subject to retainage of ten percent (10%) with possible reduction to five percent (5%) in accordance with the provisions of Arizona Revised Statutes.
- B. The Contractor shall provide to the City at the time of payment, a waiver and release to date from the Contractor and each and every Subcontractor and material supplier whose work or materials are included in the application for payment, evidencing that said Contractor, Subcontractor or material supplier has been paid in full to date.
- C. Unless otherwise provided in the Special Provisions, payment will not be made on account of materials or equipment not incorporated in the work, at the time of a request for payment, but delivered and stored at the site. Similarly, payment will not be made for materials or equipment stored at some other location unless agreed upon in writing. If payment is allowed per the Special Conditions, payment for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City to establish the City's title to such Materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for those materials and equipment stored off-site.
- D. The Contractor warrants that title to all materials, supplies, and equipment covered by an application for payment, whether incorporated into the Work or not, shall pass to the City, upon receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances; and that such materials, supplies, or equipment furnished or installed comply with the applicable requirements of the Contract Documents.
- E. The passing of title to the City as herein provided shall not be construed as relieving the Contractor of the sole and complete responsibility for:
 - 1. The care and protection of the materials, supplies, equipment, and Work for which payment has been made.
 - 2. The restoration of any damaged or destroyed Work, materials, supplies or equipment. Such responsibility shall continue until all Work under the Contract has been completed and accepted by the City.
- F. Under no circumstances shall payment constitute a waiver of the City's right to require the Contractor to fulfill all of the terms and conditions of this Contract.
- G. INVOICE PROCESSING: The City will not accept inaccurate, illegible, or incomplete invoices (requests for payments). .

1. The City distributes payments on every other Friday, beginning on 01/06/2025 for calendar year 2025, unless holidays dictate otherwise. All payments shall be made via automated clearing house (ACH).
2. The Engineer must receive an acceptable, correct invoice with required supporting documentation not later than close of business on the Wednesday, nine (9) calendar days prior to the expected distribution day.
3. For projects longer than sixty (60) calendar days duration, each request for payment shall be accompanied by a progress schedule, effective through the invoice period. The City shall not release a payment until the contractor provides an acceptable, accurate, and updated project schedule.

32. PAYMENT WITHHELD

- A. The City may decline to certify payment on account of subsequently discovered evidence or observations, may nullify the whole or any part of any payment certificate previously issued to such extent as may be necessary to protect the City from loss on account of any one or more of the following:
 1. Defective Work not remedied.
 2. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 3. Unsatisfactory prosecution of the Work.
 4. Not maintaining a current project schedule.
 5. Not providing adequate progress payment "Status As-Built".
 6. Deductions for not conforming to daily clean-up requirements.
 7. Deductions for reimbursement of City overtime inspection.
 8. Liquidated damages payable by the Contractor.
 9. Disputed Work or Materials.
 10. Failure to comply with other material provisions of the Contract.
 11. Third-party claims filed or reasonable evidence that a claim will be filed.
 12. Failure of the Contractor or Subcontractor to make timely payments for labor, equipment, and materials.
 13. Damage to the Owner.
- B. When any of the above problems are resolved, payment shall be made for amounts withheld pursuant to Article 31.

33. MEASUREMENTS

- A. The itemized Application for Payment will be used by the Engineer as a basis for evaluating requests for payment, except in cases where unit prices have established the basis for payment shall include as a minimum the following items:
 1. Separate cost itemizations for mechanical, piping, structural, electrical instrumentation, painting, pre-engineered structures, and architectural finish work.
 2. Separate cost line items, showing both purchase and installed cost, for the major equipment items listed in the bidding schedule.

3. A separate line item for mobilization not to exceed ten percent (10%) of the total Contract amount. This limitation shall apply even when a bid item for mobilization is shown in the bid schedule unless the Engineer has assigned a fixed cost for the item. Amounts excess of this limitation shall be included on the final payment.
 4. A separate line item for demobilization, not to exceed one-half of one percent (0.5%) of the total Contract amount. This limitation shall apply even when a bid item for demobilization is shown in the bid schedule unless the Engineer has assigned a fixed cost for the item. Amount in excess of this limitation shall be included on the final payment.
 5. Separate line items for earthwork, demolition and clearing and grubbing, where appropriate. Measurement and payment for the various items shown by the Contract Drawings and described in the construction Specifications, and comprising the completed work, shall be subject to this Article.
- B. The contractor may subdivide any of the lump sum bid items in the proposal as necessary to identify items per (A) above, however the neither the total bid or the total of any subdivided bid item line shall exceed the total in the bid proposal as awarded.
- C. Payment for each item shall constitute payment in full for the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished, and satisfactory project, as shown by the Contract Drawings and described in the Specifications. Each item shall be completed with all necessary connections, testing, painting, and related work accomplished to provide for the satisfactory use and/or operation of the item. No additional payment will be made for work related to each item, unless specifically noted or specified.
- D. No additional payments will be made for work related to any item unless specifically noted and called for in the Bid Proposal. Payment will be made at the unit price or lump sum price bid in the Bid Proposal.
- E. Measurement will be on the completed work in place, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Specifications and as shown by the Contract Drawings.
- F. **The quantities set forth in the Bid Proposal are used for the purpose of determining the basis of the Award of the Contract, and may be varied by the Engineer to conform to the requirements of the work as set forth in the Contract Drawings, and the Contractor agrees to perform the work on the basis of the prices bid for the items contained in the Bid Proposal regardless of whether or not the items or units are decreased or increased.**
- G. The Engineer shall have the right to order omitted from the Contract any item or a portion of the estimated quantity for any item found unnecessary to the work without violating the Contract or Performance Bond.
- H. Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of receipt of the notice to proceed, submit a breakdown of the Contract price showing the value assigned to each part of the work including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part

of the work represents his estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment.

- H. Mobilization and Demobilization: Payment for Mobilization shall include the cost for setting up Project offices and moving Equipment to the site, storage facilities, obtaining permits, and all other items required to prepare the Project site for commencement of construction activities. Demobilization shall include removal of Contractor's facilities and Equipment, and final cleanup, and all other items required to complete Demobilization.

Payment for mobilization shall be in accordance with Section 901 of ADOT Standard Specifications for Road and Bridge Construction (most current edition), except as modified by this section and General Conditions Section 18, 33, and 67. Retention shall apply to mobilization payments. The first payment for mobilization shall be contingent on providing:

1. A traffic control plan that has been approved by the Engineer
 2. The Storm Water Pollution Control Plan provisions are in place per the SWPPP in the Civil Plans
 3. The Contractor shall have a City of Sedona or ADEQ NOI for stormwater pollution prevention
 4. The Project Sign has been posted
 5. A complete project schedule as required by the General Conditions, Section 9.
- I. Excavation-Generally: The excavation rates shall include the amount for working in such a manner as not to interfere with the stability of adjacent structures and properties, for the costs of all timbering or other support required, for all necessary measures to keep the excavation free from water and sewage whether affected by floods, storms or otherwise, for working space, refilling, consolidating and disposal of surplus material from temporary spoil heaps or disposal as directed by the Engineer. The rate shall apply to the excavation in any material, including rock.

No extra payment will be made if the position of the work as set out will not allow the use of a mechanical plant or necessitates the cartage to temporary spoil heaps of excavated material and the reloading and cartage back for refilling of excavations or disposal.

34. PAYMENT, USE OR OCCUPANCY OF WORK

- A. No progress or final payment, nor any partial or entire use or occupancy of the Work or improvement, nor acceptance thereof, by the City shall be evidence of the performance of the Contract or construed to be acceptance of defective work or improper materials, either wholly or in part. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute.
- B. The City shall have the right to take possession of, use, or occupy any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or any portions, may, or may not, have expired. Such taking possession,

use or occupancy shall not be deemed an acceptance of any Work until all Work has been completed in accordance with the Contract Documents. If such prior use or occupancy increase the cost, or delays the Work, the Contractor shall be granted such extra compensation or extension of time, or both, as City may determine.

- C. Consent of Surety and endorsement from the insurance carrier or carriers permitting prior occupancy or use of any completed or partially completed portions of the Work by the City shall be secured by the Contractor. Contractor and his Surety and enforcement from the insurance carrier or carriers permitting prior occupancy or use of any completed or partial completed portions of the Work by the City shall be secured by the Contractor. Contractor and his Surety and insurance carrier hereby agree that such consent shall not be unduly withheld.

35. CLOSEOUT PROCEDURE

When the Contractor considers that the Work, or a portion thereof which the City has allowed to be accepted separately, is substantially complete, the Contractor shall prepare a letter stating the work, or a portion of the work, is substantially complete and submit to the City a comprehensive list of items to be completed or corrected. Substantial completion shall not operate to change the contract time to which liquidated damages are applicable. Reduced liquidated damages are chargeable for a project or portions thereof which have separately specified damages, if there are items of work remaining to be performed relative to such work once full substantial completion status has been attained. In such cases the amount of liquidated damages due shall be twenty-five percent (25%) of the unreduced liquidated damage amount stated in the contract and shall not begin until after the contract completion date.

The Contractor 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 the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the City will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The City Engineer shall have the sole right to determine if a Work or portion thereof is substantially complete. If the City's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City. The Contractor shall then submit a request for another inspection by the City to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the City will prepare a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Contractor and City for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix a reasonable time within which the Contractor shall finish all items on the list accompanying the Certificate. If the Contractor does not complete the items within the time fixed by the City, the City, upon ten (10) working days' notice, shall have the option to complete the uncompleted Work for the Contractor and deduct the cost from any amount due to the Contractor, whether or not the contract completion date has passed.

The Contractor may request a written statement from the City Engineer of what constitutes substantial completion by writing a letter of "Notice Of Intent to Declare Substantial Completion." The letter shall be sent no later than fifteen (15) working days

prior to the anticipated date of Substantial Completion. The letter shall state what items the Contractor intends to complete prior to declaring substantial completion and what date substantial completion is anticipated by. The City Engineer shall respond to the letter within ten (10) working days accepting or adding to the list of items to complete prior to substantial completion. The City Engineer's response to the list shall not prevent the City Engineer from amending the list within a reasonable time prior to the anticipated date of substantial completion, or from considering factors not known at the time the response was prepared.

36. FINAL PAYMENT

- A. Prior to receiving final payment, the work shall be completed according to the Contract Documents, as determined by the City. Retention shall be as provided in A.R.S. §34-221. This includes, but is not limited to, submittal of complete as constructed documents.
- B. The acceptance of final payment by the Contractor shall operate as a release to the City of all claims by the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of the City, and others relating to or arising out of the Work under the Contract, except for claims made in writing and still unsettled, and specifically itemized at the time the final payment request is made.
- C. No payment, final or otherwise, shall operate to release the Contractor or his Surety from any obligations under the Contract or under the Performance Bond or Labor and Materials Payment Bond, including, but not necessarily limited to anyone or more of the following:
 - 1. Obligations arising from or relating to latent defects.
 - 2. Faulty or defective work or material, which does not comply with the requirements of the Contract.
 - 3. Failure of the construction, equipment, or fixtures to perform properly in accordance with the requirements of the Contract Documents.
 - 4. Unsettled claims.
 - 5. Claims for non-payment of laborers, mechanics, material men, or suppliers, or for equipment used or rented.
 - 6. Claims under the maintenance requirements of the Contract Documents or any special warranties provided for in the Contract Documents.

37. SUPERVISION BY CONTRACTOR

- A. The Contractor or his designated representative will be required to give personal attention to the fulfillment of this Contract and to keep the work under control and in accordance with the Schedule for Completion. The contractor shall provide a competent Representative with full authority to receive and execute such instructions, orders or directions as the Engineer, or his agents or representatives may issue in connection with the Contract.

The Contractor will supervise and direct the work at all times. He has the obligation to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item

of work, specifies in the Contract a means, method, technique, sequence or procedure for construction of that item of work. The Contractor shall be responsible to perform the Work so that the quality of the Work conforms to the plans and the specifications while in progress and as finally completed.

- B. Instructions and information given by the City, Engineer, or his agents or representatives to the Contractor's representative on the work shall be considered as having been given to the Contractor. Before any work is done at the job site, the Contractor shall give written notice to the Engineer stating the name, home address and telephone number of the Contractor's representative. The Contractor shall also inform the Engineer in writing prior to any change of representative. A statement naming more than one person to be in charge depending upon which one is present at the time will not be acceptable.
- C. The Contractor shall file with the Engineer the names, addresses, and telephone numbers of representatives who can be contacted at any time in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions immediately on order of the Engineer.
- D. The Contractor shall pay and cause his Subcontractors to pay any and all accounts for labor, services, equipment, and materials used by the Contractor and his Subcontractors during the performance of work under this Contract, including all applicable taxes and insurance. Such accounts shall be paid as they become due and payable within the time limits set forth by law. The Contractor shall furnish proof of payment of such accounts to the City.
- E. **The plan or method of work suggested by the City or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City and the Engineer assume no responsibility therefore and in no way will be held liable for any defects in the work which may result from or be caused by the use of such plan or method of work.**

38. WEATHER

- A. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work where acceptable quality or efficiency will be affected by unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- B. The Contractor shall not be assessed liquidated damages, nor the cost of engineering and inspection during any delay in the completion of work caused by Acts of God, acts of the public enemy, acts of a public agency or owner, or a utility to provide for removal or relocation of existing utilities, unless such delay is caused in whole or in part by Contractor or any of its Subcontractors.

C. A rain, windstorm, high water, or other natural phenomena for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:

1. Daily rainfall equal to, or greater than, one inch during a month when the monthly rainfall exceeds the normal monthly average by fifteen percent or more.
2. Daily rainfall equal to, or greater than one and one-half (1-1/2) inch at any time.

Rainfall data shall be collected at the job site by the Contractor.

39. OVERTIME

Any Work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the City unless otherwise provided in the Contract Documents.

The Contractor is responsible for completing his work activities within regular working hours. Should the Contractor elect to run his crews more than a typical 10-hour day, he may elect to with prior coordination with the City. Any inspection, which is required beyond the City of Sedona's Standard 10-hour workday due to extended work hours or late daily cleanup, is subject to a withholding by the City from the Contractor's progress payment for the cost of the overtime inspection during that period. The amount withheld shall be itemized by person and reflect any overtime premiums paid.

40. INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor, its successors and assigns shall indemnify and hold harmless the City and its agents, representatives, officers, directors, officials and employees ("City") from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractor's duty to indemnify and hold harmless City shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, only to the extent caused by negligence, recklessness or intentional wrongful conduct of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

B. The indemnification and hold harmless provisions and the City's required general liability Insurance set forth herein shall survive any termination of the

Contract

- C. In consideration of the City's award of this Contract, Contractor agrees to waive all rights of subrogation against City for losses arising from or related to any Work performed by Contractor or Contractor's agents under this Contract.
- D. The indemnity obligations of this Contract shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise exists by statute or under the common law of the State of Arizona, except those in conflict with the express terms of these General Conditions.
- E. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

41. DEFENSE

- A. To the maximum extent allowed by law, Contractor its successors and assigns shall defend the City and its agents, representatives, officers, directors, officials and employees ("City) in all demands, proceedings, suits, actions, and claims relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements.
- B. The City party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.
- C. Contractor's duty to defend City accrues immediately at the time a claim is threatened or a claim is made against City, whichever is first. Contractor's duty to defend exists regardless of whether Contractor is ultimately found liable.
- D. Contractor is responsible for primary loss investigation, defense and judgment costs where this defense provision applies.
- E. The defense obligations of Contractor survive the termination or expiration of this Contract.

42. ACCIDENT PREVENTION - EMERGENCY - AUTHORITY TO ACT

After the Contract Notice to Proceed has been issued through final acceptance of the Contractor's work, it shall be the Contractor's responsibility for protection and safety of the public and workers twenty-four (24) hours a day, seven (7) days a week. This responsibility will also be placed on the Contractor after final acceptance when the Contractor is on site performing any Guaranty/Warranty work.

Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or properly, and whenever, in the opinion of the Engineer, an emergency has arisen and immediate action is

considered necessary, then the City, with or without notice may provide suitable protection by causing work to be done and materials to be furnished and placed. The cost of such work and materials shall be borne by the Contractor, and if the same is not paid on presentation of the bills, such costs will be deducted from any amounts due or to become due to the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage that may occur.

43. PROTECTION OF WORK

The Contractor, at no additional expense to City, shall at all times safely guard and protect his own Work; provide, erect, and maintain suitable barriers around all improvements, work areas, excavations, or obstructions to prevent accidents; and provide, place, and maintain during the night sufficient lights, signals, and signs for this purpose on or near the Work. The Contractor shall at all times, until its completion and final acceptance, protect his Work apparatus, equipment, and material from accidental or any other damage; and make good any damages thus occurring at no additional cost to the City.

44. PROTECTION OF PROPERTY

- A. The Contractor, at no additional expense to the City, shall at all times (1) safely guard the City's property and abutting or adjacent property from injury, loss, or damage in connection with the Contract; (2) protect by false work, braces, shoring, or other effective means all buildings, foundations, walls, fences, property pins and other property along his line of Work, or affected directly by his Work, including, but not limited to the City's property, against damage; (3) cover or otherwise protect stockpiles of materials to avoid damage to any property from such materials; and/or (4) repair, replace, or make good any such damage, loss or injury, unless such is caused directly by the City or his duly authorized representatives.
- B. The Contractor shall exercise care to protect from injury all water lines, sanitary sewer lines, gas mains, telephone cables, electric cables, services pipes, and other utilities or fixtures which may be encountered during the progress of the Work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the Contractor without additional compensation.
- C. The Contractor shall personally check and verify utility information on the plans. Where existing utilities or structures are shown on the plans or drawings, they are believed to be accurate but are not guaranteed to be such or that these are the only utilities or structures in the construction area. Protection is completely the responsibility of the Contractor, and he must satisfy himself as to the existence and location of all utilities and structures.
- D. The Contractor shall give written notice of at least forty-eight (48) hours before breaking ground, to all persons, superintendents, inspectors, or those otherwise in charge of property, streets, water, gas, or sewer pipes, telephone or electrical cables, railroads, or otherwise who may be affected by the Contractor's operation in order that they may remove any obstruction for which

they are responsible and have a representative on the site to see that their property is properly protected.

45. PROTECTION OF PERSONS

A. The Contractor shall:

1. At all times protect the lives and health of his employees under the Contract.
2. Take all necessary precautions for the safety of all persons on or in the vicinity of the Work site.
3. Comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes.
4. Comply with all pertinent provisions of the "Manual of Accident Prevention on Construction" issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons, on, or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created by such features of construction as protruding nails, rod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials; and he shall designate a responsible member of his organization on the Work site whose duty shall be the prevention of accidents.

B. The Contractor shall comply with all provisions of the "Occupational Safety and Health Act" (OSHA), including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Whereas state in which Work is performed has passed legislation bearing on Occupational Safety and Health, such legislation, and amendments thereto, together with rules and regulations issued pursuant thereto shall be complied with by the Contractor.

46. POTENTIALLY DANGEROUS WORK

- A. When the use of explosives, driving, or removal of piles, wrecking, excavation Work or other similarly potentially dangerous Work is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care so as not to endanger life or property. The Contractor shall be fully responsible for any and all damages, claims, and for the defense of any actions against the City resulting from the prosecution of such Work in connection with or arising out of the Contract.
- B. The Contractor shall notify each private and public utility company or other owner of property having structures or improvements in proximity to the site of the Work, of his intent to perform potentially dangerous Work. Such notice shall be given sufficiently in advance to enable the companies or the owners of property to take such steps as they may deem necessary to relieve the Contractor of responsibility for all damages, claims, or the defense of any actions against the City resulting from the performance of such Work in connection with or arising out of the Contract.

- C. All explosives shall be stored in a secure manner and all storage places shall be marked clearly "EXPLOSIVES-KEEP OUT" and shall be in the care of competent watchmen at all times. Blasting Permits must be obtained from the Sedona-Oak Creek Fire District, 2860 Southwest Drive, Sedona, AZ 86336 (602) 282-6800.
- D. If blasting is required, building inspection reports must be conducted for properties within 150-feet of the proposed blasting area. For affected structures that are to remain after the construction, the report shall consider and document the existing structural and architectural condition of those structures. The intent of this report is to document the condition of such structures before construction, obtain agreement with the property owner, and use for comparison purposes after construction is completed, to ensure the structure was not damaged from construction activities. Blasting will only be considered if rock excavating equipment equal to or better than that provided by "drum-cutters" (see www.drumcutters.com), would not be effective for excavation.

47. PATENTS, COPYRIGHTS, AND ROYALTIES

- A. The Contractor shall assume all costs arising from the use of any patented article, material, device, equipment or process used or furnished by him in connection with or incorporated in the Project. The Contractor shall save, and hold harmless the City and all officers and agents thereof from all damages, costs and expenses in law or equity (including attorneys' fees, expert witness fees, court costs, and other expenses of litigation) that may come at any time, arise or be set up by reason of any infringement or alleged infringement of any patent rights as a consequence of the installation or use of any such article, material, device, equipment or process in or about the Project. The Performance Bond required by Arizona Revised Statutes Section 34-221 shall be deemed to apply expressly to this provision of the Contract.
- B. Should the Contractor, his agent, employer or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the City, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Engineer for determination of general conformance to the Design concept and the Construction Contract. Should the City elect to refuse a substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the City, his representatives, agents, and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or in equity on account thereof.

48. CHANGE ORDERS FOR CHANGED OR EXTRA WORK

- A. The City reserves the right at any time during the progress of the Work to make necessary alterations of, deviations from, additions to, or deletions from the Contract, or may require the performance of extra Work neither covered by the specifications nor included in the Proposal, but forming a part of the Work contracted for; provided however, the Contractor shall not proceed with any such change or extra Work without a written Change Order approved by the City. Until a resolution is reached by the City and the Contractor, the Contractor is to continue work on the project. Additional time may or may not be added to the projected (and approved) contract end date. Such changes or extra Work shall in no way injuriously affect or invalidate the Contract or the Contractor's bond, but the difference in cost shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change or extra work shall be determined by one of the following methods in the order as listed:
1. Method A Unit prices contained in the Contract Documents for the same type or class of work.
 2. Method B By an acceptable unit price proposal from the Contractor.
 3. Method C By an acceptable lump sum price proposal from the Contractor.
 4. Method D If neither Method "B" or "C" can be agreed upon before the change or extra work is started, then the Contractor shall be paid the "actual field cost" of the work plus eighteen percent (18%) or twelve percent (12%) as stated herein below.
- B. Whenever any change or extra work is to be done, for which unit prices for the same type or class of work are contained in the Contract Documents, such work shall be done and shall be measured and paid for pursuant to Method A herein above set forth and the other applicable portions of the Contract Documents, subject to Article 30 of the General Conditions. Full compensation for taxes, overhead and other costs shall be considered as included in the unit prices bid.
- C. Methods B and C shall include an itemized cost breakdown including overhead and profit. In determining the amount payable to the Contractor, an additional five percent (5%) may be added to the amount payable to a Subcontractor, but no "pyramiding" or additional percentage shall be authorized for any work done by a Subcontractor. This percentage may be increased to seven percent (7%) if the Contractor provides proof that it is paying transaction taxes for the subcontractor. The subcontractor percentage shall be considered as compensation for taxes paid on the subcontracted work, and any other costs or profit associated the subcontracted work. The taxes shall not be separately shown as a cost in the amount to which the seven percent (7%) is applied. Full compensation for taxes, overhead and other costs shall be considered as included in the unit price or lump sum price accepted whether such items are explicitly itemized or not.
- D. When any change or extra work is performed under "Method D", the term "actual field cost" of such change or extra work is hereby defined to be and shall include:

1. The actual wages paid to all the Contractor's workmen such as foremen, equipment operators, mechanics, and laborers, for the time actually performing the change or extra work. Superintendents are considered as compensated for in the overhead.
 2. All of the Contractor's materials and supplies incorporated in the change or extra work unless the total cost for a particular material or supply is less than twenty dollars (\$20). Materials and supplies with a total cost of less than twenty dollars (\$20) will be considered as compensated for in the overhead and profit allowance.
 3. All machinery and equipment for the time actually employed or used in the performance of the changed or extra work shall be based on the submitted and approved schedule of equipment rates unless the hourly cost for the machinery or equipment is less than twenty-five dollars (\$25.00) per hour or one hundred fifty dollars (\$150) per day. Items with rates less than twenty-five dollars (\$25.00) per hour or one hundred fifty (\$150) per day will be considered as compensated for in the overhead and profit allowance. The contractor shall submit machinery and equipment rates for approval prior to Start of Construction.
 4. Any transportation charges necessarily incurred in connection with any equipment authorized by the City for use on said change or extra work, but which is not already on site provided the transportation cost exceeds twenty-five dollars (\$25.00).
 5. All power, fuel, lubricants, water, and similar operating expenses as well as other expendable materials.
 6. Incidental expenses incurred as a direct result of such change or extra work, including payroll taxes and a pro rata portion of premium in the Performance Bond and Labor and Materials Payment Bond, and where the premiums therefore are based on payroll costs, on Public Liability and Property Damage insurance, Workmen's Compensation insurance, and Occupational Disease Disability insurance, Builder's Risk, and other insurance required by the Contract. **In order to be allowed these amounts shall be provided in writing when submitting the first request for a progress payment. These amounts payable by the City shall not change for the duration of the contract. The twelve percent (12%) mark-up shall not apply to these items.**
 7. No repairs, replacements, or other forms of overhead expense shall be included in "actual field costs".
 8. The Engineer may adjust the amount due under this method based upon a reasonable estimate of the actual cost of performing deleted work in the case of a change in work method or work material. In this case the amount due shall be the difference between the estimated cost to perform work per the original method based on conditions known at the time of the change to the extent such conditions are not the basis for a change, and the method proposed to be used plus the unit bid price for the original method.
- E. The Engineer may direct the form in which the accounts of the actual field costs shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment,

if required, which shall be used in the performance of any change or extra work under method "D". In the event that machinery and heavy construction equipment are required for such change or extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written Change Order.

- F. The twelve percent (12%) or eighteen percent (18%) of the "actual field cost" to be paid to the Contractor shall cover and be full compensation for the Contractor's profits,
overhead, superintendence, and field and home office expense, and all other elements of cost not embraced within the "actual field cost" as defined herein. Eighteen percent (18%) shall be payable for Contractor costs for that portion of total change orders less than or equal to thirty thousand dollars (\$30,000). For that portion exceeding thirty thousand dollars (\$30,000) the twelve percent (12%) factor shall be applied to Contractor costs. In determining the amount payable to the Contractor, an additional percentage per C above may be added to the amount payable to a Subcontractor, but no "Pyramiding" or additional percentage shall be authorized for any work done by Subcontractors.
- G. No claim for any change or extra work of any kind shall be allowed unless the work is ordered and approved in writing by the City in the form of a Change Order.
- H. No anticipated profits shall be allowed for work deleted.
- I. If the City has work accomplished by other sources due the Contractor's failure to perform required work it may deduct an additional five hundred dollars (\$500) or five percent (5%) of the cost of accomplishing the work, whichever is greater, in addition to the cost of accomplishing the work using other sources. The City shall consider this additional amount as compensation for overhead and administration.
- J. The Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.
- K. Any Change or extra work shall be considered a part of the Contract, subject to all of its terms, conditions, stipulations, review, guaranties, and tests may be performed without notice to the surety on the Contractor's bond. The Contractor and surety hereby agree to these provisions.
- L. The following language shall apply to all change orders:
"THIS CHANGE ORDER CONSTITUTES FULL, FINAL, AND COMPLETE COMPENSATION TO THE CONTRACTOR FOR ALL COSTS, EXPENSES, OVERHEAD, PROFIT, AND ANY DAMAGES OF EVERY KIND THAT THE CONTRACTOR MAY INCUR IN CONNECTION WITH THE WORK DESCRIBED IN THIS CHANGE ORDER, INCLUDING ANY IMPACT ON THE DESCRIBED WORK OR ON ANY OTHER WORK UNDER THE CONTRACT, ANY CHANGES IN THE SEQUENCES OF ANY WORK, ANY DELAY TO ANY

WORK, ANY DISRUPTION OF ANY WORK, ANY RESCHEDULING OF ANY WORK, AND ANY OTHER EFFECT ON ANY OF THE WORK UNDER THIS CONTRACT. BY THE EXECUTION OF THIS CHANGE ORDER, THE CONTRACTOR ACCEPTS THE CONTRACT PRICE CHANGE AND THE CONTRACT COMPLETION DATE CHANGE, IF ANY, AND EXPRESSLY WAIVES ANY CLAIMS FOR ANY ADDITIONAL COMPENSATION, DAMAGES OR TIME EXTENSIONS, IN CONNECTION WITH THE DESCRIBED WORK."

- M. The Contractor shall not be entitled to adjustments in contract price or contract time related to submittal of any cost estimates.

49. PROCEDURE FOR REQUESTING CHANGE ORDERS –EXTRA

- A. In case any instructions, either oral or written, appear to the Contractor to involve a change or extra work for which, in his opinion, he should receive extra compensation, he shall make a written request to the Engineer for a written Change Order authorizing such change or extra work. Should a difference of opinion arise as to what does or does not constitute a change or extra work, or concerning the payment thereof, and the City insists on conformance, the Contractor shall proceed with the work after presenting written notice of claim for extra cost to the City and shall keep an accurate account of the "actual field cost" thereof as provided for in Method "D" under "Changed or Extra Work". The Contractor shall thereby not waive any right he might have to compensation for the claimed "extra cost" in connection with a change or extra work. The matter shall be submitted to the City for final determination as to whether or not a change or extra work was involved, and if so, the amount due to the Contractor.
- B. Any claims for extra cost pursuant to this section, together with supporting documents and receipts, must be filed within ten (10) consecutive calendar days after performing the work for which extra cost is claimed. The City shall have the right to reject any claim for extra cost if the foregoing procedure is not followed.
- C. In giving instructions, the Engineer shall have the authority to make minor changes that do not involve extra cost or time of performance and are not inconsistent with the design concept and purposes of the contracted work; but otherwise, except in an emergency endangering life or property, no change or extra work shall be performed unless authorized by a written "Change Order" approved by the City Council or its designee in accordance with the City Code, and no claim for extra cost shall be valid unless so approved, except as otherwise provided herein.

50. PROCEDURE FOR REQUESTING CHANGE ORDERS--EXTRA TIME

- A. The Contract time may be changed only by a change order either alone or in conjunction with other changes. Any claim for an extension of Contract time shall be based on written notice delivered to the Engineer within seven days of the occurrence of the event giving rise to the claim. Notice of the extent of the

claim with supporting data shall be delivered within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. Notice of the extent of the claim must state the cause of the delay, the date of occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. If the Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the Engineer describing such weather and the work which could not be performed that day because of such weather or conditions resulting there from and which he otherwise would have performed. The Engineer's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or waiver of the City's right to strictly enforce the time provisions contained in the Contract Documents. Requests for extensions of time failing to include the information specified in this Article and requests for extension of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested. Any change in the Contract time resulting from any such claim shall be incorporated in a change order. The percentages specified in Section 38 and 48 G above shall be considered to include full compensation for each day or portion thereof of extra time.

- B. The Contract time will be extended in an amount equal to time loss due to delays beyond the control of Contractor if a claim is made there for as provided in paragraph
 - A. Such delays shall include, but not be limited to, acts or neglect by City or others performing additional work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or act of God. No extension of the Contract time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the Contractor unless such party's delay is attributable to one of the above enumerated causes. Time limits concerning substantial completion and final completion as stated in the Contract Documents are of the essence.
- C. An extension of time may be granted by the City after the expiration of the time originally fixed in the Agreement or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. However, such extension shall not be deemed to be a release of any of the City's rights under the Contract Document unless expressly stated as such.

51. DIFFERING SITE CONDITIONS

If conditions or objects are encountered at the site which are (1) sub-surface or otherwise concealed and which differ materially and substantially from those indicated or anticipated in the Contract Documents or (2) are of an unusual nature, which differ materially and substantially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided

for in the Contract Documents, then notice, in writing, by the Contractor shall be given to the City promptly before conditions are disturbed and in no event later than 24 hours after first observance of the conditions. The City shall promptly investigate such conditions and, if they differ materially and substantially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, shall provide an equitable adjustment in the Contract Amount or Contract Period, or both as per Sections 48 through 50 of these General Conditions. If the City determines that the conditions at the site are not materially and substantially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the City shall so notify the Contractor in writing, stating the reasons. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment has been made under this agreement. Weather, and the effects of weather on surroundings, surface, or subsurface are to be anticipated and do not constitute a differing condition. No contract change, which results in a benefit to the Contractor, shall be allowed unless the contractor has provided the required written notice. No contract adjustment will be allowed under this section for any effects caused on unchanged work.

52. WARRANTY PERIOD

- A. Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of two (2) years after the date of final acceptance of the work by the City and shall repair and replace any and all work together with any other work, which may be displaced in so doing, that may prove defective in workmanship or materials within the two-year period from the date of final acceptance, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. If the Contractor is required to repair or replace any portion of the Project pursuant to the two-year guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional one-year period from the date of completion of the repair. In the event of failure to comply with the above mentioned conditions, within a week (seven consecutive days) after being notified in writing by the City, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately upon demand by the City. In case of emergency, where, in the opinion of the City, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall be charged to the Contractor.
- B. The Contractor guarantees to the City that all materials and equipment furnished under this Contract will be new and of good and sufficient quality, free from faults and defects as is necessary to complete the project as required by the plans and specifications.
- C. The City and the Contractor agree that the guarantee on the equipment possessed and used by the City, in accordance with Article 34 of these General Conditions, shall commence on the date that the City takes possession of the equipment and so notifies the Contractor in writing. City and Contractor further

agree that such taking possession and use shall not be deemed as acceptance of any part of the work. Take-over of equipment may occur when such equipment can be put into routine service on a permanent basis at City's discretion.

53. AUTHORITY OF ENGINEER

- A. The Engineer shall furnish engineering services during construction of the work to the extent provided in the Contract Documents. He shall observe and review the work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Engineer has authority to recommend suspension of the work when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review, or recommend suspension of all or any portion of the work, or exercise such other authority as may be granted by the Contract Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Engineer responsible for providing a safe place for the performance of work by the Contractor or by the Contractor's employees or those of suppliers or subcontractors or for access, visits, use, work, travel, or occupancy by any other person. The provisions of MAG Sections 104.1.4 and 104.2.5 as contained in the 2012 edition apply to this contract.
- B. The Engineer shall have authority to reject any or all work, materials, or equipment, which do not conform to the Contract Documents, and to decide technical questions, which arise in the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work, materials, equipment, and supplies which are to be paid for under the Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as otherwise expressly provided. In case any question shall arise between the parties to the Contract relative to the Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under the Contract affected in any manner or to any extent by such question.

54. DECISIONS OF THE CITY

If the Contractor is not in agreement with any final decision of the Engineer, then he may appeal, in writing, such decisions to the City Manager, who shall within a reasonable time after presentation, make decisions in writing on claims properly made by the Contractor. The appeal shall contain the final decision of the Engineer as an attachment, or in the absence of such final decision a copy of a certified letter sent to the Engineer, at least fifteen (15) working days prior to the appeal, requesting such a final decision in writing. The decision of the City Manager shall be regarded as final.

55. TEMPORARY SUSPENSION OF THE WORK

- A. The City Manager may, upon the recommendation of the Engineer, or by the Manager's own determination, suspend the work.
- B. Should the discovery of a potential archaeological or historic resource occur during construction, the Contractor shall cease work at that site, immediately notify the Engineer, and shall not proceed until instructed to do so by the City. In the event such a suspension of the work occurs, the provisions of Article 49 shall apply to extend the time for final completion of the work.

56. AUTHORITY AND DUTIES OF CITY'S FIELD REPRESENTATIVE

- A. Inspectors may be placed on the work to keep the City informed as to the progress of the work and the manner in which it is being done; to keep records; act as liaison between the Contractor and the City; and to call the attention of the Contractor to any deviations from the Contract Documents. However, failure of the inspector to call the attention of the Contractor to faulty work or deviations from the Contract Documents shall not constitute acceptance of said work.
- B. The inspector cannot control how the material is used; therefore, the responsibility for its safety and proper use shall be the Contractor's. Until the job is finally completed, the Contractor may do work that changes or modifies work previously done, and even though at any given time, a piece of work might be well done and acceptable in quality, the responsibility for keeping it in that condition until the work is complete is the sole responsibility of the Contractor. For this reason, it is impossible to accept, finally, any portion of a project until the project as a whole is accepted and control of said project is transferred from the Contractor by final official written acceptance by the City.
- C. **Any personal assistance which an inspector may give the Contractor will not be construed as the basis of any assumption of responsibility in any manner, financial or otherwise, by the inspector or the City.**
- D. The inspector is not and does not purport to be a Safety Engineer and is not engaged in that capacity by the City and shall have neither authority nor the responsibility to enforce construction safety laws, rules, regulations, procedures, or the safety of persons on and about the construction site.
- E. The presence or absence of an inspector on any job will be at the sole discretion of the City, and such presence, or absence of an inspector will not relieve the Contractor of his responsibility to obtain the construction results specified in the Contract Documents.
- F. The inspector is not authorized to approve or accept any portion of the work or to issue instructions contrary to the Contract Documents. Approvals, acceptance, or instructions, when given, must be in writing and signed by the City. The inspector shall have authority to reject defective materials; however, the failure of the inspector to reject defective material or any other work involving

deviations from the Contract Documents shall not constitute acceptance of such work.

- G. Nothing in this subsection shall in any way be so construed as to require or to place responsibility for the method, manner, or supervision of the performance of the work under this Contract upon the inspector, or the City. Such responsibility rests solely with the Contractor.

57. CHARACTER OF WORKERS, METHODS, AND EQUIPMENT

- A. The Contractor shall at all times employ sufficient skilled labor in accordance with Federal, State, and local labor laws; and the proper equipment for completing the project in the manner and time required by the Contract. All equipment, which is proposed to be used on the project, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be used such that it will not damage property adjacent to the work area.
- B. Any person employed by the Contractor or any Subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed from the work by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer. Should the Contractor or Subcontractor fail to remove such person as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until such orders by the Engineer are followed by the Contractor. The Contractor or Subcontractor shall hold the City harmless from damages or claims for compensation that may occur in the enforcement of this section.
- C. The City may require submittal of Certified Payrolls at any time from the Contractor showing the employee names, addresses, Social Security Numbers, rates of pay, payments received, payroll deductions, occupational classification(s), and hours per day worked in such classification(s) for work performed on this project by employees. The contractor shall retain such records for the minimum time required by law or three (3) years after project completion, whichever is longer. The Contractor shall also be responsible to produce upon request from the City such payroll records from its subcontractors.

58. WARRANTY OF COMPLIANCE WITH STATE AND FEDERAL LAW

CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

- A. Under the provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONTRACTOR to penalties up to and including termination of this contract at the sole discretion of CITY.
- C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any such inspections.
- D. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed.
- E. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- F. The provisions of this article must be included in any contract that CONTRACTOR enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

59. QUALITY CONTROL AND TESTING

- A. The Contractor will support the Testing Company when contracted by the City for Quality Control and testing for specification compliance and assurance.
- B. During the progress, the work shall be subject to the review and observation of the City. The Contractor shall afford every reasonable facility and assistance to the City to make such review. If any work is covered up without approval or consent of the City, it will be uncovered for examination at the Contractor's expense.
- C. The fact that the City is on the job site shall not be taken as an acceptance of

the Contractor's work or any part of it. The Contractor shall notify the City upon completion of his Contract, and the work shall be given final construction review by the City, and any tests and re-tests shall be witnessed by the City or his representative. If all parts of the work are acceptable and substantially comply with the intent of the Contract Documents, initial acceptance shall be made by the City. If parts of the work are not acceptable and require additional work or rework by the Contractor to complete the Project, such costs shall be borne by the Contractor.

- D. Contractor shall submit to the City, ten (10) days in advance of construction and without charge, samples, or specifications of materials he proposes to use and shall not use these materials until he has received approval from the City.
- E. Contractor shall furnish tests and reports on tests of all materials, equipment and installations called for in the Contract Documents. The testing laboratory must be approved by the City and the Contractor shall pay the cost of the tests, and necessary re-tests, including all transportation charges unless otherwise provided by the Contract Documents.
- F. Required certificates of inspection, testing, or compliance shall be secured by the Contractor and promptly delivered by him to the Engineer. Certificates shall be provided within five (5) working days after the test is conducted. Each report shall indicate compliance with the specifications.
- G. The City reserves the right to perform additional inspections and testing deemed appropriate with their own forces or with outside consultants or testing agencies. Should such inspection or testing reveal work that is not in compliance with Contract Documents, such costs of inspection or testing, and any required rework shall be borne by the Contractor.
- H. Following is a summary of minimum frequency of testing the city shall require. If there are conflicts in the frequency of testing between this Section and the Technical Specifications, the stricter of the two will govern. This list is a partial list of major items of work, if an item is a part of the project and not listed the Contractor shall provide testing for that item. The Contractor shall provide the appropriate tests for the activities a part of the project. The City reserves the right to request a greater frequency for the testing.

The following frequencies are based on a maximum of 8" lifts. When the lifts are greater than 8", the frequency of testing shall increase proportionately with the increased depth of lift.

Activity	Frequency
Roadway Fills	1 each 300ft per lift
AB Subgrade	1 each 300ft per lift
AC Pavement	1 each 300ft per lift
Trench Backfill	1 each 300ft per lift
Concrete Curb &	4 cylinders per 50 cy

Gutter	concrete
Concrete Sidewalk	4 cylinders per 50 cy concrete

60. TERMINATION OF CONTRACT

- A. The City may, at any time, terminate the Contract at the City's convenience and without cause. Such termination shall be effective upon receipt by Contractor of written notice from the City of such termination for the City's convenience. Contractor shall cease operations as directed by the City in the notice of termination and take actions necessary, or that the City may direct, for the protection and preservation of the work. In the event of a termination for convenience, the Contractor shall be paid only the direct value of its completed work and materials supplied as of the date of termination, and Contractor shall not be entitled to anticipated profit or anticipated overhead or any other claim of damages from the City. Further, in the event a termination of the Contractor for cause is determined to have been without legal right, then the termination shall be deemed to have been a termination for convenience.
- B. If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof granted in the manner specified herein, or fails to complete the work within such time, or if the Contractor fails to comply with any written order of the Engineer or the City or fails to timely pay Subcontractors, material, men, or laborers, or if the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Subcontractors should violate any of the provisions of the Contract, then the City may serve written notice upon the Contractor and his surety of its intention to terminate the Contract and, unless within ten (10) days after the service of such notice such violations of the Contract cease and satisfactory arrangements for the corrections thereof are made, the Contract shall without further notice, upon the expiration of said ten (10) days or such extensions thereof as may be expressly granted by the City in writing, cease and terminate.
- C. In the event of any such termination, the Contract shall be deemed terminated and not rescinded. Following such termination of the Contract, the City will take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Project by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished, or completion is permanently suspended by the City. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completion of the project, including compensation for additional professional service, including but not limited to fees charged by the City's attorney, such excess shall be paid to the Contractor. If such costs or liquidated or actual damages as provided by this Contract exceed such unpaid balance, the

Contractor shall pay the difference to the City. Such additional costs and any liquidated or actual damages due to the City under this Contract will be determined by the City Manager and be submitted to the City Council in the form of a Change Order to the Contract.

- D. Any extensions of time granted by Change Order or other extensions granted by the Council do not constitute a waiver of the City's right to terminate the Contract pursuant to this section for the Contractor's failure to complete the Project within the time specified in the Contract and any authorized extensions thereto, nor do such extensions constitute a waiver of the City's right to collect liquidated damages.
- E. If the work is stopped by order of a court, public authority, or the City for a period of ninety (90) calendar days or more, through no act or fault of the Contractor, anyone employed by such Contractor or his Subcontractors, then the Contractor may terminate the Contract in accordance with these Contract Documents.

61. TIME IS OF THE ESSENCE

It is mutually understood and agreed by and between the parties to the Contract that in the execution of the same, time is an essential element of the Contract, and it is important that the work progress vigorously to completion.

62. LIQUIDATED DAMAGES

For each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the Contract, or as adjusted by a change order, the sum per calendar day, as stipulated in the Advertisement for Bids, shall be deducted from any money due or to become due to the Contractor, not as forfeit or penalty, but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the City and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine. It is agreed that the City has made a good faith attempt to estimate the loss caused by any delays and that the estimate is incorporated in the sum, which is agreed to be reasonable. If the City allows the Contractor to complete or attempt to complete the work subsequent to the date of completion specified herein, such action shall not constitute a waiver by the City of the imposition of the liquidated damages provision as specified herein.

63. CITY'S REMEDIES CUMULATIVE AND NONWAIVER

No right or remedy conferred upon or reserved to the City by the Contract shall be considered exclusive of any other remedy or contractual right, but the same shall be distinct, separate, and cumulative, and shall be in addition to every other remedy existing at law or in equity or by statute; and every remedy given by the Contract to the City may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission on the part of the City to exercise any right or remedy arising from any default on the part of the Contractor shall impair such right or remedy or shall be construed to be a waiver of any such

default or an acquiescence thereto, or otherwise affect the right of the City to enforce the same in the event of any subsequent breach or default by the Contractor.

64. SEVERABILITY CLAUSE, DISPUTE RESOLUTION, APPLICABLE LAW

- A. This Contract shall be governed by the laws of the State of Arizona, and venue for any litigation arising out of this Contract shall be in the Superior Court of the State of Arizona in and for the County of Coconino or the County of Yavapai, depending upon the location of the work, if the amount in dispute is in excess of \$5,000.00. If the amount in dispute is less than \$5,000.00, jurisdiction and venue shall lie in the nearest Justice of the Peace Court of the appropriate county. Arbitration shall not be an alternative method of settling disputes unless separately agreed upon in writing by the parties. This Contract shall not be construed to create any contractual relationship of any kind between the Engineering Dept., and the Contractor or any Subcontractor, or between the City and any Subcontractor. During any dispute arising hereunder, the Contractor shall continue to perform all work in accordance with the Contract Documents. In the event of any dispute arising hereunder, the prevailing party in the resolution of such dispute shall be entitled to recover its attorney's fees and costs incurred.
- B. The provisions of this Contract shall be deemed to be severable, and if any term, phrase or portion of the Contract shall be determined to be unlawful or otherwise unenforceable, the remainder of the Contract shall remain in full force and effect.
- C. Any and all disputes relating to this Contract shall be subject to the provisions of Chapter 3.10 of the Sedona City Code. The City Code can be viewed on the City of Sedona website, as well as, the City Clerk's Office, City Hall, Sedona, Arizona.
- D. Notwithstanding the mediation provisions set forth above, either party may submit, by demand letter, correspondence or notice, to the other party, any claim, counterclaim, dispute or other matter in question between the Contractor and the City arising out of or relating to this Contract, the Contract Documents, the Plans, the Project or the work, or breach thereof, and such claim, counter claim, dispute or other matter in question shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the "Rules") of the Center for Public Resources ("CPR") currently in effect, except as provided herein and except where modified by the provisions hereof.
- E. Any arbitration arising out of this Contract, the Contract Documents, the Plans, the Project or the work, or any breach thereof may include, by consolidation or joinder, or in any other manner, at the discretion of either the Contractor or the City, any other entities or persons whom the Contractor or the City, as the case may be, believes to be substantially involved in a common question of law or fact.

- F. All demands for arbitration and all responses thereto that include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or response is not more than \$150,000.00 (exclusive of interest and arbitration fees and costs). The arbitrators will not have jurisdiction, power or authority to consider or make findings except the denial of their own jurisdiction concerning any controversy where the amount at issue is more than \$150,000.00 (exclusive of interest and arbitration fees and costs) or to render a monetary award in response thereto against any party which totals more than \$150,000.00 (exclusive of interest and arbitration fees and costs). Notwithstanding the foregoing provisions, the parties may mutually agree to waive the jurisdictional limitations set forth in this sub-paragraph. In the event of such mutual waiver, all other provisions in this sub-paragraph shall apply. Demand for arbitration shall be filed with the other party in accordance with Rules. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question could be barred by the applicable statute of limitations.
- G. In the event the amount in controversy is less than \$50,000.00 a sole arbitrator shall be appointed in accordance with Rules. In the event the amount in controversy is \$50,000.00, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-appointed arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.
- H. The decision of the arbitrators shall be in accordance with laws of the State of Arizona and the United States. The arbitrators shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrators may award compensatory damages and attorneys' fees and costs to the prevailing party. The arbitrators shall have no authority to award consequential damages or punitive damages, and the parties hereby waive any claim to those damages to the fullest extent allowable by law.
- I. The demanding party shall select the locale of arbitration but shall not choose a location greater than twenty-five (25) miles from the Project site.
- J. This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrators shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrators' decision shall be final and conclusive as to the facts. Either party may appeal manifest

errors of law to a court of competent jurisdiction within fifteen (15) days of the award.

K. Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either of the parties under the Contract, the Contractor and the City shall carry on with the performance of their respective duties, obligations, and services hereunder during the pendency of any claim, dispute or other matter in question giving rise to arbitration or mediation, as the case may be. The City shall be under no obligation to make payments to the Contractor on or against such claims, disputes or other matters in question giving rise to arbitration or mediation, during the pendency of such arbitration or mediation or other proceedings to resolve such claims, disputes, or other matters in question.

65. POTHOLING REQUIREMENTS

The Contractor shall pothole all existing utilities 1,000 feet ahead of trenching activities to allow adequate time and distance to allow for the adjustment of grade or location of the construction activities. The contractor shall pothole at least two (2) working days ahead of installing facilities such as manholes, sidewalks, storm drainage inlets, footing, headwalls, and similar non-longitudinal installations. The Contractor shall backfill the pothole after verifying the depth, size and location of the utility. If a potential conflict is encountered, temporarily plating the potholed utility will be allowed for review and coordination of a resolution of the conflict with the City and affected utilities representatives.

The City requests a minimum of five (5) working days notification of a potential conflict for marked utilities. This requirement does not relieve the Contractor of the responsibility to make the City aware of conflicts timely of the Contractor's awareness. If potholing 1,000 feet in advance of trenching activities has not been kept up and a conflict creates down time or delays in work no extension of time or compensation for down time will be considered for that conflict.

66. UNMARKED UTILITY REPAIR

If in the course of work, a conflicting utility line that was not shown on the plans is discovered, the Contracting Agency will either negotiate with the owner of the Utility for relocation, change the alignment and grade of the trench or roadbed, provide encasement or sleeving, relocate the utility, or as a last resort, declare the conflict as "extra work" to be accomplished by the Contractor in accordance with Section 48 of these General Specifications. In the case of unmarked or incorrectly marked utilities the Contractor shall consider that responsibilities are per Arizona State Statutes Section 40 –360.

The Contractor shall contact the City and utility affected immediately upon damaging or breaking an unmarked utility. If an unmarked utility is found the Contractor shall take every precaution to not damage the utility and work around the conflict with the City and Utility representatives. No interpretation of this provision that changes the responsibility for non-located and improperly located utilities per Arizona State Statutes Section 40 – 360 shall be valid.

67. UTILITY SEPARATION

The Contractor shall maintain as a minimum one (1) foot of vertical clearance and three

(3) feet of horizontal clearance for all utility crossings. Water/sewer minimum separations will be two (2) feet vertical clear and six (6) feet horizontal clear. If less than one (1) foot but more than six (6) inches clearance is all that can be accommodated concrete encasement shall be provided.

68. NOTIFICATION TO RESIDENTS & COMMUNITY RELATIONS

The Contractor shall inform the residents along the construction area of the proposed work. This notification and community relations shall include, but not necessarily be limited to:

A. Mailings

The Contractor shall prepare a letter for mailing to the residents located adjacent to the project. This mailing will include a description of work to be done, work hours, date's for begin and end construction, Contractor representative contact name and phone number. The cost for the mailings shall be incidental to the project.

B. Informational Signage

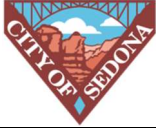
The Contractor shall provide and install advance information signs and project information signs before beginning construction to inform the public of the forthcoming project, construction dates, and suggested alternate routes. Sign layout shall be as approved by the Engineer. Signs shall not be constructed or installed prior to approval by the Engineer for the designs, sizes and locations. The Contractor shall maintain the signs as necessary and update the information as requested by the Engineer. The information signs shall be shown on the traffic control plan. The cost for this work shall be included in the unit bid price for Mobilization.

C. Meetings

The Contractor may be requested to attend and participate in a pre-construction public meeting if deemed necessary by the Engineer. Meeting time, location and agenda will be determined by the Engineer. The cost for this meeting if held shall be incidental to the project.

D. Driveway impact notification

The Contractor shall notify any resident or business of any access restrictions at least 48 hours prior to access restriction. Notification to residents is considered incidental to the projects activities and included in the unit price of the various activities.



CITY COUNCIL AGENDA BILL

AB 3307
January 13, 2026
Regular Business

Agenda Item: 9d

Proposed Action & Subject: Discussion/possible action for approval of Change Order to the Linking Agreement between the Sedona Police Department and Zetron, Inc., in the amount of \$755,510.26.

Department	Police Department/Chief Foley Sedona Fire District/Chief Mezulis
Time to Present	15 minutes
Total Time for Item	30 minutes
Other Council Meetings	April 8 th , 2025
Exhibits	A. Zetron Inc. – Amendment No. 1

Finance Approval	Reviewed 1/4/26 BGW	
City Attorney Approval	Reviewed 1/5/26 KWC	Expenditure Required
		\$ 755,510.26 (\$1,863,097.56 new contract amount)
City Manager's Recommendation	Recommend approval ABS 12/31/25	Amount Budgeted
		\$ 1,200,000 (FY26) (\$1,955,510.26 new budget amount)
		Account No. 22-5510-89-6826 (Description)

SUMMARY STATEMENT

Background: The Sedona Police Department (SPD), jointly with the Sedona Fire District (SFD), is currently six (6) months into a Radio Infrastructure improvement project to transition the existing analog radio system over to a Project 25 (P25)-compliant digital radio system. The contractor for this capital improvement project (PD-02) is the mission critical-communications technology company, Zetron, Inc., operating under the Linking Agreement between the City of Sedona and Zetron, Inc., approved by the Sedona City Council and effective May 28th, 2025.

Since project implementation, additional enhancements to the project have been identified that would significantly improve operational flexibility and increase radio coverage in critical areas within the City of Sedona. These enhancements are outlined in Amendment No. 1 to the Linking Agreement and would increase the project by \$755,510.26, increasing the total contracted project amount with Zetron, Inc., from \$1,107,587.30 to \$1,863,097.56. The

proposed costs reflect savings achieved by aligning the Sedona Police Department's radio project with the Sedona Fire District's radio project.

One enhancement to the project is the addition of a third repeated radio channel. This additional channel would allow for better support during simultaneous incidents, mitigate channel congestion, and strengthen interoperability among multi-agency responses. Additionally, it would provide dedicated and reliable communications during emergency management incidents.

SPD's existing analog radio system includes two (2) repeated radio channels. One channel serves as the primary communication channel, while the second functions as a backup to the primary channel; however, both channels rely on the same underlying infrastructure and provide no true operational redundancy. While redundancy exists in the sense that the backup channel automatically assumes operations if the primary channel fails, preventing service interruptions or loss of radio communications, any failure or required maintenance affecting either channel immediately impacts overall radio communications capability.

A second enhancement identified during the project is the addition of three (3) previously unidentified equipment site locations: Slide Rock, Indian Point, and Verde Valley Medical Center (VVMC). The inclusion of these sites would significantly improve radio coverage throughout the City of Sedona and surrounding response corridors. Notably, coverage would be improved along State Route 89A through Oak Creek Canyon towards Flagstaff, a route that is frequently travelled by SPD officers when transporting individuals to Coconino County jail. This corridor also falls within the Oak Creek Canyon service area, where SPD provides law enforcement coverage services pursuant to an Intergovernmental Agreement (IGA) with the Coconino County Sheriff's Office.

These additional sites would also extend radio coverage westbound, improving reception across approximately 3,422 acres of Sedona's newly annexed land. Expanded coverage westbound from the Sedona city limits toward Cottonwood and Camp Verde would improve reception along routes commonly used by SPD officers when transporting individuals to the Yavapai County Jail and to VVMC. Finally, the addition of an equipment site at VVMC would provide reliable portable radio coverage inside the hospital.

The addition of these three site locations would increase the total number of radio equipment sites from eleven (11) to fourteen (14). Currently, Sedona PD operates six (6) sites with radio equipment, four (4) sites that are receive-only, and two (2) sites that are transmit-only. Following the proposed change order, SPD would operate five (5) receive-only sites and nine (9) sites capable of both transmitting and receiving.

The Sedona Fire District also requested a change order for enhancements to their radio project with Zetron, Inc. This change order, which was approved by the Sedona Fire District Governing Board on December 16, 2025, includes the addition of the same three (3) previously unidentified equipment site locations, along with other radio infrastructure enhancements specific to SFD operations.

Approving this change order in full presents multiple benefits. Aligning all components of SPD's PD-02 Radio Infrastructure CIP with SFD's radio infrastructure improvement project, which includes the recently approved change order, allows both systems to be engineered and calibrated together for optimal frequency efficiency. This coordinated approach reduces the risk of unnecessary frequency interference, which can negatively impact radio transmissions and reception. In addition, there are significant cost savings associated with synchronizing SPD's project improvements with SFD's project improvements, as shared planning, equipment

deployment, and system optimization reduce overall project costs while maximizing operational benefit for both agencies. Finally, approval of this amendment will not affect the timeline of the project, as it is still on track for project completion in July 2026.

Climate Action Plan/Sustainability Consistent: ☐Yes - ☐No - ☒Not Applicable

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): A second option for approval of the change order would be to approve only the addition of a third repeated channel, and all related costs, and not approve the three additional equipment site locations. This would reduce the change order cost to approximately \$533,046.46, for a total project cost of \$1,640,633.76. However, should the three (3) additional equipment site locations be added at a later date, the associated costs would be significantly higher, as the cost efficiencies achieved through the joint SPD/SFD project would no longer apply.

The third option would be to not approve the change at this time and continue with the current radio project with Zetron, Inc., as defined in the Statement of Work dated May 28th, 2025. As noted under the second option, adding the three (3) equipment site locations and the third repeated channel at a later date would result in significantly higher costs.

MOTION

I move to: approve Amendment No. 1 to the Linking Agreement between the City of Sedona and Zetron, Inc., in the amount of \$755,510.26 for total compensation to the Contractor not to exceed \$1,863,097.56.

AMENDMENT # 1 TO LINKING AGREEMENT

This Amendment to the Linking Agreement ("Agreement") by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **Zetron Inc.** a Washington Corporation ("CONTRACTOR") is made and entered into on this ____ day of _____, 20 ____ ("Effective Date").

RECITALS

- A. WHEREAS, CITY and CONTRACTOR previously entered into an Agreement for CONTRACTOR to perform certain services for CITY, in connection with Zetron Voting/Simulcast Solution (the "Project") on or about the 28th day of May, 2025; and
- B. WHEREAS, CITY and CONTRACTOR now desire to amend that Agreement to revise the scope to include enhancements to strengthen coverage, capacity, and overall system performance.

AMENDMENT

The parties agree to amend the following section(s) of the Agreement as follows:

1. SCOPE OF WORK.

A. Scope of Work.

The "Scope of Work" attached as Exhibit A to the Agreement is amended as follows:

- Additional radio channels for the Sedona Police Department
- Increased portable radio coverage in the city's critical areas
- Expanded coverage in the Village of Oak Creek

Specific products and services have been included in Exhibit A, Changer Order #1. **Exhibit A, Change Order #1**, is attached hereto and incorporated by this reference.

2. COMPENSATION; BILLING.

A. Compensation.

The not to exceed amount of compensation the City agrees to pay the CONTRACTOR is amended from \$1,107,587.30 to **\$1,863,097.56**.

Exhibit A, Change Order #1, is attached hereto and incorporated by this reference.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS REMAIN THE SAME.

CITY OF SEDONA, ARIZONA

ZETRON INC.

Anette Spickard, City Manager

By:_____

ATTEST:

Title:_____

Joanne Cook, City Clerk

I hereby affirm that I am authorized to
enter into and sign this Contract on
behalf of CONTRACTOR

APPROVED AS TO LEGAL FORM:

Kurt Christianson, City Attorney

Date: November 25, 2025

To: Stephanie Foley, Chief of Police

Erin Loeffler, Support Services Manager

From: Rick Felt, Sr. Systems Sales Manager

Subject: Radio System Upgrade and Change Order Summary

Chief Foley and Mrs. Loeffler,

Thank you for your continued partnership with Zetron. Based on our recent discussions and the needs identified by both the Police Department and the Sedona Fire District, this letter provides a summary of the enhancements included in the accompanying change order for your radio system upgrade. Our goal is to ensure Sedona has a reliable, modern, and resilient system that supports your teams in the field every day.

The requested enhancements focus on strengthening coverage, capacity, and overall system performance. Specifically, the upgrade includes the following additions:

- **Additional radio channels for the Sedona Police Department:** This provides improved operational flexibility, reduced channel congestion, and better support for simultaneous incidents and multi-agency responses.
- **Increased portable radio coverage in the city's critical areas:** These improvements address known coverage limitations and support clearer, more dependable communications for your officers and supervisors.
- **Expanded coverage in the Village of Oak Creek:** This enhancement ensures consistent, high-quality communications across the extended operational area where your personnel frequently respond.

Zetron has supported mission-critical communications for more than 80 years, and our focus has always been on delivering reliable systems and strong service for the public safety agencies we serve. As your new system moves toward final deployment, our professional services team will continue working closely with your leadership to ensure a smooth and well-coordinated transition.

If you have any questions about the change order details or need any additional information, please feel free to contact me at any time. Thank you again for the opportunity to support the City of Sedona.

Rick Felt
Sr. System Sales Manager
rick.felt@zetron.com
m: 253.534.539

Change order details

Description by Site	Description	Total Cost	Per Site Cost
Combining/Filtering	Customized filtering and combining technology for each site.	\$158,314	
Fire Station 1	Add SPD Ch5. 1 Rx, receive only.	\$562,537	\$16,735.50
Fire Station 2	Add SPD Ch5. 1 Tx, 1 Rx, 100W, simulcast		\$29,340.90
Slide Rock (New Site)	Add SPD Ch1. 1 Tx, 1 Rx, 100W, simulcast. Add SPD Ch3. 1 Tx, 1 Rx, 100W, simulcast. Add SPD Ch5. 1 Tx, 1 Rx, 100W, simulcast.		\$90,929.70
Indian Point (New Site)	Add SPD Ch1. 1 Rx, receive only. Add SPD Ch3. 1 Rx, receive only. Add SPD Ch5. 1 Rx, receive only		\$48,501.90
VVMC (New Site)	Add SPD Ch1. 1 Tx, 1 Rx, 8W, simulcast. Add SPD Ch3. 1 Tx, 1 Rx, 8W, simulcast. Add SPD Ch5. 1 Tx, 1 Rx, 8W, simulcast.		\$83,032.20
Bear Mountain	Add SPD Ch5. 1 Tx, 1 Rx, 100W, simulcast		\$29,459.70
Fire Station 4	Add SPD Ch5. 1 Tx, 1 Rx, 100W, simulcast.		\$29,340.90
Red Rock HS/Cultural Park	Add SPD Ch5. 1 Tx, 1 Rx, 100W, simulcast.		\$29,340.90
Fire Station 3	Add SPD Ch5. 1 Tx, 1 Rx, 100W, simulcast.		\$29,340.90
Wastewater	Add SPD Ch5. 1 Tx, 1 Rx, 100W, simulcast.		\$29,340.90
Airport South	Add SPD Ch5. 1 Rx, receive only.		\$16,735.50
Airport North	Add SPD Ch5. 1 Tx, 1 Rx, 100W, simulcast.		\$29,459.70
Fire Station 6	Add SPD Ch5. 1 Rx, receive only		\$16,735.50
SPD HQ	Add SPD Ch5. 1 Rx, receive only. Add SPD Ch5 DFSI UIC 30W control station for B/U on network fail		
NOC	DFSI License, Networking controller		\$27,079.20
Installation			\$57,142.86
Services	Description	Pricing	
	Program Management, System Design, Staging, Installation, Acceptance Testing, Training.	\$34,680	
Grand Total		\$755,510	



Change Order

Project Name:	Sedona Police LMR																																																								
Contract Number:	WBS 0000294457																																																								
Change Order Number:	CO-SedonaPD-01																																																								
Vendor: Zetron, Inc. 6812 185th Ave NE Redmond, WA 98052 Attn: Solution Delivery Dept. / Project Manager																																																									
Summary: SEDONA POLICE DEPARTMENT LMR - CHANGE ORDER <table border="0"><thead><tr><th>DESCRIPTION BY SITE</th><th>TOTAL COST</th><th>DESCRIPTION BY SITE</th><th>TOTAL COST</th></tr></thead><tbody><tr><td>Combining/Filtering</td><td>\$158,314.00</td><td>Airport South</td><td>\$16,735.50</td></tr><tr><td>TOTAL COST: \$158,314.00</td><td></td><td>Airport North</td><td>\$29,459.70</td></tr><tr><td>Fire Station 1</td><td>\$16,735.50</td><td>Fire Station 6</td><td>\$16,735.50</td></tr><tr><td>Fire Station 2</td><td>\$29,340.90</td><td>SPD HQ</td><td>\$0.00</td></tr><tr><td>Slide Rock</td><td>\$90,929.70</td><td>NOC</td><td>\$27,079.20</td></tr><tr><td>Indian Point</td><td>\$48,501.90</td><td>Installation</td><td>\$57,142.86</td></tr><tr><td>VVWC (New Site)</td><td>\$83,032.20</td><td>TOTAL COST: \$562,516.26</td><td></td></tr><tr><td>Bear Mountain</td><td>\$29,459.70</td><td>SERVICES: \$34,680.00</td><td></td></tr><tr><td>Fire Station 4</td><td>\$29,340.90</td><td>Program Management, System Design, Staging, Installation, Acceptance Testing, and Training.</td><td></td></tr><tr><td>Red Rock HS/Cultural Park</td><td>\$29,340.90</td><td></td><td></td></tr><tr><td>Fire Station 3</td><td>\$29,340.90</td><td></td><td></td></tr><tr><td>Wastewater</td><td>\$29,340.90</td><td></td><td></td></tr><tr><td></td><td></td><td>GRAND TOTAL: \$755,510.26</td><td></td></tr></tbody></table> Offer Valid until 3/31/26		DESCRIPTION BY SITE	TOTAL COST	DESCRIPTION BY SITE	TOTAL COST	Combining/Filtering	\$158,314.00	Airport South	\$16,735.50	TOTAL COST: \$158,314.00		Airport North	\$29,459.70	Fire Station 1	\$16,735.50	Fire Station 6	\$16,735.50	Fire Station 2	\$29,340.90	SPD HQ	\$0.00	Slide Rock	\$90,929.70	NOC	\$27,079.20	Indian Point	\$48,501.90	Installation	\$57,142.86	VVWC (New Site)	\$83,032.20	TOTAL COST: \$562,516.26		Bear Mountain	\$29,459.70	SERVICES: \$34,680.00		Fire Station 4	\$29,340.90	Program Management, System Design, Staging, Installation, Acceptance Testing, and Training.		Red Rock HS/Cultural Park	\$29,340.90			Fire Station 3	\$29,340.90			Wastewater	\$29,340.90					GRAND TOTAL: \$755,510.26	
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Printed Name: John Nesbitt	Title: Project Manager																																																								
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**CITY COUNCIL
AGENDA BILL**

**AB 3133
January 13, 2026
Regular Business**

Agenda Item: 9e

Proposed Action & Subject: Discussion/possible action regarding the future of the Historic Preservation Commission and review of 2025 Historic Preservation Commission accomplishments.

Department Community Development/Cari Meyer

Time to Present 10 min

Total Time for Item 45 min

Other Council Meetings October 8, 2024

Exhibits

- A. Sedona Land Development Code Section 8.7
- B. HPC Work Plan
- C. HPC Summary
- D. HPC White Paper

Finance Approval	Reviewed 1/4/26 BGW	
City Attorney Approval	Reviewed 1/5/26 KWC	Expenditure Required
		\$ n/a
		Amount Budgeted
		\$ n/a
City Manager's Recommendation	Recommend continuation of HPC with direction to complete 2026 Historic Survey and provide annual report to Council. Reevaluate prior to advertising for member terms expiring in November 2027. ABS 12/31/25	Account No. (Description)

SUMMARY STATEMENT

Background:

At the July 9, 2024, City Council meeting, then-Vice Mayor Ploog requested a discussion regarding the future of the Historic Preservation Commission (HPC). Council unanimously supported the discussion. That discussion was held on October 8, 2024.

During that discussion, by majority consensus, Council agreed to continue the HPC through 2025 and re-evaluate role/duties prior to Historic Museum contract renewal in 2026.

- In June of 2023, the city entered into a contract with the Historic Museum to perform many of the duties that HPC had done historically which left HPC with the primary duty of landmarking historic properties.
- Additional HPC duties include approval of Certificates of Appropriateness (Commission) and Certificates of No Effect (HPC Chair and Community Development Director).

Based on the direction provided at the October 2024 meeting, the discussion regarding HPC is being brought back to Council for further discussion and possible action.

The members of the HPC are:

- Nate Meyers, Chair, Term expires in November 2027
- Steve Segner, Vice Chair, Term expires in November 2027
- Karen Stupak, Term expires in November 2027
- Jack Fiene, Term expires in November 2029
- Bobby Woods, Term expires in November 2027

In the past year, HPC has accomplished the following:

- Filled all vacant positions on the Commission
- Adopted a formal work plan (Exhibit B)
- Received Certified Local Government (CLG) Training from the Arizona State Historic Preservation Office (SHPO)
- Approved a Certificate of Appropriateness for exterior renovations to the Ranger Station Barn (Ranger Station Park)
- Approved a Certificate of No Effect for installation of a statue at the Jordan Museum
- Attended Arizona Historic Preservation Conference (2 Commissioners)
- Submitted a letter regarding the Madole/Rigby house (surveyed, not landmarked) for consideration in a zone change request
- Began initial surveys of buildings throughout the City
- Toured landmarked properties

In addition to the above, the City was recently awarded a grant to update the Historic Resources Survey (acceptance of the grant is on the January 13 consent agenda). With that grant, the City anticipates issuing an RFP and beginning work on this update in the first quarter of 2026.

As background information for this meeting, the following have been provided:

- Exhibit A: Sedona Land Development Code Section 8.7
- Exhibit B: HPC Work Plan (Drafted and adopted by HPC)
- Exhibit C: HPC Summary (Prepared by Staff, updating a document that was provided for the October 2024 meeting with information from the past year)
- Exhibit D: HPC White Paper (Prepared by HPC, outlining what they see as their duties and responsibilities)

Climate Action Plan/Sustainability Consistent: ☐ Yes - ☐ No - ☒ Not Applicable

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): If Council's discussion results in direction being given to Staff to make changes to the structure or duties of HPC, Land Development Code changes may be required, which

include public hearings and recommendations from the Historic Preservation Commission and Planning and Zoning Commission.

MOTION

I move to: TBD

8.7.
Historic Preservation Procedures

A. Historic Preservation-Related Definitions

Definitions specific to the administration, interpretation, and enforcement of this section are in Section [9.5](#), *Historic Preservation Definitions*.

B. Historic Landmark Designation

(1) Purpose

This section establishes the procedure for the Historic Preservation Commission to designate as a landmark an entire property, an identified portion of a property, or one or more individual structures on a property.

(2) Application Submittal and Review Procedure

Figure 8-14 identifies the applicable steps from Section [8.3](#), *Common Review Procedures*, that apply to the review of applications for landmark designation. Additions or modifications to the common review procedures are noted below.

Figure 8-14: Historic Landmark Designation



a. Pre-Application Meeting

A pre-application meeting shall be held in accordance with Section [8.3.B](#), *Pre-Application Meeting*.

b. Application Submittal and Handling

The application for landmark designation shall be submitted, accepted, and revised, and may be withdrawn, in accordance with Section [8.3.C](#), *Application Submittal and Handling*.

c. Citizen Review Process

The applicant shall prepare and implement a Citizen Participation Plan pursuant to Section [8.3.D](#), *Citizen Review Process*.

d. Staff Review and Action

The Director shall review the application for landmark designation and prepare a staff report and recommendation in accordance with Section [8.3.E](#), *Staff Review and Action*, with the following modification:

1. Application Acceptance

Upon acceptance of a complete application, no building or demolition permits affecting the proposed landmark shall be issued by the City until the process as described herein has been completed and the Commission has made its decision.

e. Scheduling and Notice of Public Hearings

The application for landmark designation shall be scheduled for a public hearing before the Historic Preservation Commission and noticed in accordance with Section [8.3.F](#), *Scheduling and Notice of Public Hearings*.

f. Review and Decision (Historic Preservation Commission)

The Commission shall review the application and shall approve, approve with conditions, or deny the application in accordance with Section [8.3.G](#), *Review and Decision*, based on the criteria in Section [8.7.B\(3\)](#), *Landmark Designation Criteria*.

g. Post-Decision Actions and Limitations

All common procedures in Section [8.3.H](#), *Post-Decision Actions and Limitations*, shall apply, with the following modifications:

1. Removal of Landmark

The procedure to remove a landmark status to a property shall be the same as the procedure to designate. However, in the case of removal of a landmark designation, the Commission may initiate the application.

- i. The Commission shall consider and make findings for removal of landmark status and removal from the City of Sedona's Historic Resource Register. The removal of any designated historic resource shall be granted only if the Commission finds that the historic resource no longer

conforms to any of the criteria as set forth in Section [8.7.B\(3\)](#), *Landmark Designation Criteria*, or any one or more of the following:

- a. That the historic resource has been destroyed or demolished by natural disaster, accident or fire;
 - b. That the historic resource has diminished historic significance or value upon a showing of clear and convincing evidence, including that this diminution is not the result of deterioration by neglect or work performed without a permit;
 - c. That the historic resource cannot be restored, rehabilitated, stabilized or renovated for any use permitted in the zone in which it is located without causing an economic hardship disproportionate to the historic value of the property substantiated by clear and convincing evidence. Proof of economic hardship shall require a showing that the cost of stabilization of the historic fabric of the property exceeds the appraised value as determined by a qualified appraiser of the historic improvements on the site.
- ii. If the removal of landmark designation from the National Register is initiated by the Commission, the Commission must prove the grounds for removal of a landmark designation meet the criteria for removing properties from the National Register as set forth by the United States Department of the Interior.

2. *Effect of Landmark Designation*

- i. Upon approval of a landmark designation, the affected property shall be included in the Historic Property Register and on any other applicable documents as appropriate for its preservation.
- ii. No person shall carry out any exterior alteration, restoration, renovation, reconstruction, new construction, demolition, or removal, in whole or in part, on any landmark, without first obtaining a Certificate of Appropriateness from the Commission pursuant to Section [8.7.E](#), *Certificate of Appropriateness (or No Effect)*.
- iii. No person shall make any material change in the exterior appearance of any landmark or contributing factor, such as its color, materials, light fixtures, signs, sidewalks, fences, walls, landscaping, steps, paving, or other elements which affect the appearance of the historic resource without first obtaining a Certificate of Appropriateness pursuant to Section [8.7.E](#), *Certificate of Appropriateness (or No Effect)*.
- iv. No person shall carry out any demolition, in whole or part, on any landmark, without first obtaining a Certificate of Appropriateness approval from the Commission.
- v. Each property designated as a landmark shall be maintained to ensure weather resistance and a secured condition, faithful to its historic character.

- vi. Nothing in this section shall be construed to prevent routine maintenance and repair, as defined. Any exterior alteration, restoration, renovation, reconstruction in compliance with the definition of routine repair and maintenance shall be permissible without application and review. Property owners and/or their representatives are encouraged to consult with staff prior to any work being performed to discuss its scope and compliance with the definition of routine maintenance and repair; however, consultation is not required.

(3) *Landmark Designation Criteria*

The Commission shall evaluate each historic resource within an area that is included in an application and may designate it as a landmark if it is determined to possess integrity of location, design, setting, materials, workmanship, feeling and association; and, being at least 50 years old or having achieved significance within the past 50 years if the property is of exceptional importance; and exhibits one or more of the following:

- a. Association with events that have made significant contributions to the broad patterns of our local, state, or national history; or
- b. Association with the lives of persons significant in our local, state, or national past; or
- c. Embodiment of distinctive characteristics of a type, period or method of construction, or representing the work of a master architect, artist, engineer, or craftsman, or high artistic values or representing a significant and distinguishable entity which individual components may lack distinctiveness; or
- d. Information important in the understanding of the pre-history or history of our community or region.

C. Historic District Designation

(1) *Purpose*

This section establishes the procedures for the designation of a historic district, which is an overlay zone in which designated properties retain the uses of and are subject to the regulations of the underlying zoning district(s). The underlying zoning, which relates primarily to land use and density, continues to be administered by the Planning and Zoning Commission. The Historic Preservation Commission administers the regulations as they relate to the historic district designation. In the case where historic preservation and zoning regulations conflict, the Historic Preservation Ordinance takes precedence.

(2) *Application Submittal and Review Procedure*

A rezoning approval is required in order to receive a historic district designation. The application and review process for a rezoning to a historic district shall be the same as for general rezonings as set forth in Section [8.6.A, Rezoning \(Zoning Map Amendment\)](#), with the following modifications:

- a. ***Authorization to File Application***

1. If more than one property owner is included in a proposed rezoning to a historic district, written consent of at least 51 percent of the property owners of record within the boundaries of the proposed district shall be submitted with the application.
2. Requests for historic district designations may be initiated by the Historic Preservation Commission, Planning and Zoning Commission, City Council, a property owner, or the agent of a property owner.

b. *Application Submittal and Handling*

1. An application for rezoning to a historic district shall first be submitted to the Historic Preservation Commission.
2. Upon acceptance of complete application for a historic district, no demolition or building permits shall be issued by the City until the process as described in this section has been completed and City Council has made its decision.

c. *Review and Recommendation (Historic Preservation Commission)*

1. The Historic Preservation Commission shall hold a public hearing concerning the proposed rezoning, at which time interested parties and citizens shall have the opportunity to be heard. After the public hearing, unless the applicant requests that the application be withdrawn, the Historic Preservation Commission shall make a report and recommendation to the Planning and Zoning Commission.
2. The recommendation shall include the following:
 - i. A map showing the proposed boundaries of the historic district and identifying all structures within the boundaries, including classification as contributing or noncontributing;
 - ii. An explanation of the significance of the proposed district and description of the cultural resources within the proposed boundaries;
 - iii. A set of findings documenting the recommendation of the Historic Preservation Commission;
 - iv. Proposed design guidelines for applying the criteria for review to future development and redevelopment in the nominated historic district; and
 - v. The recommendations of the Commission may include reasonable additional conditions and/or modifications to the proposed district property boundaries as deemed necessary to promote the purpose of the district.
3. If an application is withdrawn after the Historic Preservation Commission hearing, the Historic Preservation Commission may refuse to accept another application for the same or substantially the same rezoning on the same property or any part of it within a year of the date the original application was filed on the same property or a portion of it.

d. *Action by the Planning and Zoning Commission*

The Planning and Zoning Commission shall hold a public hearing to consider the Historic Preservation Commission's recommendations. Following conclusion of its public hearing, the Planning and Zoning Commission shall transmit its recommendation to the City Council.

e. *Action by the City Council*

Following conclusion of its public hearing, the Council may approve the historic district as recommended or in a modified form, stipulating those conditions it deems necessary to carry out the purpose of this district and this Code.

f. *Approval and Adoption*

The supporting statements, design guidelines, and all other documents submitted with the application for a historic district shall be approved and adopted by the Council and included in the ordinance establishing the historic district.

g. *Effect of Historic District Designation*

1. Upon approval of a historic district designation by the City Council, the affected property(ies) shall be included in the Historic Property Register and on any other applicable documents as appropriate for its preservation. The City's [Zoning Map](#) shall be updated to reflect the new zoning district boundaries. The City's parcel information database shall be updated to include those properties identified within the historic district as contributing and noncontributing.
2. No person shall carry out any exterior alteration, restoration, renovation, reconstruction, new construction, demolition, or removal, in whole or in part, without first obtaining a Certificate of Appropriateness from the Commission pursuant to Section [8.7.E](#).
3. No person shall make any material change in the exterior appearance of a designated property, its color, materials, light fixtures, signs, sidewalks, fences, steps, paving, or other elements which affect the appearance of the property without first obtaining a Certificate of Appropriateness pursuant to Section [8.7.E](#).
4. Each property designated as a contributing property shall be maintained in good condition and faithful to its historic character.
5. Nothing in this article shall be construed to prevent normal maintenance and repair which does not involve change in exterior design, material, color, or appearance.
6. In addition to any other required review and/or approval, any proposed construction within a historic district shall also be subject to Commission review according to any design guidelines which may have been applied to that district and other applicable criteria.

(3) *Historic District Designation Criteria*

Each structure, site, building, landscape, or property within an area that is included in a historic district rezoning application shall be evaluated and may be designated a historic district if it is determined to possess integrity of location, design, settings, materials, workmanship, feeling and association; and be at least 50 years old or having achieved significance within the past 50 years if the property is of exceptional importance; and exhibits one or more of the following:

- a. Association with events that have made significant contributions to the broad patterns of our local, state, or national history;
- b. Association with the lives of persons significant in our local, state, or national past;
- c. Embodiment of distinctive characteristics of a type, period, or method of construction, or representing the work of a master architect, artist, engineer or craftsman, or high artistic values or representative of a significant and distinguishable property or person whose individual components may lack distinctions; and
- d. Information important in the understanding of the pre-history or history of the community or region.

D. Economic Hardship

- (1) An application for demolition or removal of a landmark or property within a historic district may, if appropriate, be accompanied by a request for relief from economic hardship.
- (2) Before granting such request, the Commission shall study the historic or cultural value of the property and shall review options including incentives to the owner for restoration or recommendation to Council that the City purchase the property.
- (3) Separate standards and application requirements may be established by the City for granting economic hardship relief for income-producing properties and for nonincome-producing properties.

a. *Investment or Income-Producing Properties*

Economic hardship relief may be granted if the applicant satisfactorily demonstrates that a reasonable rate of return cannot be obtained from a property which retains features which contribute to its distinctive appearance and character, either in its present condition or if rehabilitated, either by the current owner or a potential buyer. Economic hardship relief shall not be granted due to any of the following circumstances: willful destructive acts committed or caused by the owner or tenants; purchase of the property for substantially more than its fair market value; failure to perform normal maintenance and repair; or failure to diligently solicit and retain tenants or provide normal tenant improvements.

b. *Nonincome-Producing Properties*

Economic hardship relief may be granted if the applicant satisfactorily demonstrates that the property has no reasonable use as a single-family dwelling or for institutional use, either in its present condition

or if rehabilitated, either by the current owner or a potential buyer. Economic hardship relief shall not be granted due to any of the following circumstances: willful destructive acts committed or caused by the owner; purchase of the property for substantially more than its fair market value; failure to perform normal maintenance and repair; or failure to diligently solicit and retain tenants or provide normal tenant improvements.

E. Certificate of Appropriateness (or No Effect)

(1) Purpose

It is the intent of this process to ensure, insofar as possible, that properties designated as a landmark or a property within a historic district shall be in harmony with the architectural and historical character of the property or district.

(2) Applicability

a. Certificate of Appropriateness

A Certificate of Appropriateness is required before commencing any exterior improvements or development, including alteration, restoration, renovation, reconstruction, new construction, demolition, or removal, in whole or in part, of any landmark or property located within a historic district, whether or not the work will require a building permit. Building permits for exterior work on landmarks or properties within historic districts cannot be issued without first obtaining a Certificate of Appropriateness.

b. Certificate of No Effect

Requests for exterior improvements, including alterations, restoration, renovation, reconstruction, or new construction for exterior work on landmarks that are deemed to be of “no effect” by the Chairperson and Director may be eligible for a certificate of no effect, which can be issued administratively using the procedure below.

c. Certificate is Prerequisite to Building Permit

If a building permit is sought from the City without a Certificate of Appropriateness or certificate of no effect, the issuance of the permit shall be deferred until after a Certificate of Appropriateness or certificate of no effect is issued for the subject property.

(3) Application Submittal and Review Procedure

Figure 8-15 identifies the applicable steps from Section [8.3](#), *Common Review Procedures*, that apply to the review of applications for certificates of appropriateness (or no effect). Additions or modifications to the common review procedures are noted below.

Figure 8-15: Certificate of Appropriateness (or No Effect)**a. Pre-Application Meeting**

A pre-application meeting shall be held in accordance with Section [8.3.B](#), *Pre-Application Meeting*.

b. Application Submittal and Handling

The application for a Certificate of Appropriateness shall be submitted, accepted, and revised, and may be withdrawn, in accordance with Section [8.3.C](#), *Application Submittal and Handling*.

c. Staff Review and Action

The Director shall review the application for a Certificate of Appropriateness and prepare a staff report and recommendation in accordance with Section [8.3.E](#), *Staff Review and Action*, with the following addition:

1. Application Acceptance

Upon acceptance of a complete application, no building or demolition permits affecting the proposed landmark shall be issued by the City until the process as described herein has been completed and the Commission has made its decision.

2. Certificate of No Effect

If an application qualifies for a certificate of no effect, the Director shall contact the Chairperson of the Historic Preservation Commission to review the application and confirm qualification of the application. If an application is found to qualify for a certificate of no effect, the Director shall issue a certificate of no effect within seven working days of receipt of the complete application.

d. Scheduling and Notice of Public Hearings

If the Director determines that the proposed changes would require a Certificate of Appropriateness, the application shall be scheduled for a public hearing before the Historic Preservation Commission and noticed in accordance with Section [8.3.F](#), *Scheduling and Notice of Public Hearings*.

e. Review and Decision (Historic Preservation Commission)

The Commission shall review the application and shall approve, approve with conditions, or deny the application in accordance with Section [8.3.G](#), *Review and Decision*, based on the specific criteria in Section [8.7.E\(4\)](#), *Certificate of Appropriateness Approval Criteria*.

1. Review Guidelines and Criteria

The Commission may utilize the following documents and criteria as guidelines when considering an application for a Certificate of Appropriateness:

- i. Approved design guidelines for a designated historic district;
- ii. Secretary of the Interior's Standards for Rehabilitation;
- iii. Secretary of the Interior's Preservation Briefs and other information developed by U.S. Department of the Interior Park Service, Arizona Historic Preservation Office, National Trust for Historic Preservation, National Alliance of Preservation Commissions, Association of Preservation Technology, and the Old House Journal; and
- iv. Any other guidelines as adopted by the City.

f. Post-Decision Actions and Limitations

All common procedures in Section [8.3.H](#), *Post-Decision Actions and Limitations*, shall apply, with the following modifications:

1. No change shall be made in the approved plans of a project after issuance of a Certificate of Appropriateness without resubmittal to the Director and approval of the change at an administrative level, if that change is determined to be of no significant impact on the original proposed work set forth in the application. If the change is determined to have a significant impact on the original proposed work, the Director shall schedule a public hearing before the Commission in the same manner as the original Certificate of Appropriateness consideration.
2. A Certificate of Appropriateness (or no effect) expires six months from the date of issuance unless work is started within that time.
3. If work exceeds that specified in the Certificate of Appropriateness (or no effect), the certificate shall be revoked.
4. The Certificate of Appropriateness (or no effect) required by this section shall be in addition to any other permit(s) or review required for the proposed project.

(4) Certificate of Appropriateness Approval Criteria

It is the intent of this article to ensure, insofar as possible, that a historic resource designated as a landmark within an historic district shall be in harmony with and complementary to the architectural and historical character of the historic resource or district. When reviewing an application for a Certificate of Appropriateness, the Commission may approve, conditionally approve, or deny a Certificate of Appropriateness based on the following:

- a. Any proposed new construction shall be distinguishable from the historic architecture; and
- b. The proposed work does not detrimentally alter, destroy or adversely affect any architectural or landscape feature; and
- c. The proposed work will be compatible with the relevant historic, cultural, educational or architectural qualities characteristic of the structure or district and shall include but not be limited to materials and elements of size, scale, massing, proportions, orientation, surface textures and patterns, details and embellishments and the relationship of these elements to one another; and
- d. The proposed work conforms with review guidelines and/or other applicable criteria; and
- e. The exterior of any new improvement, building, or structure in a designated historic district or upon a landmarked site will not adversely affect and will be compatible with the external appearance of existing designated buildings and structures on the site or within a historic district.

F. Demolition of Historic Resource**(1) Demolition Approval Required**

No person, firm, corporation, or other entity shall demolish a landmark or contributing property within a historic district or cause or allow such demolition to be done, nor shall any permit for such demolition be issued, unless the demolition is approved by the Commission and a Certificate of Appropriateness is issued.

(2) Demolition Approval Criteria

- a. A landmark or contributing property may be demolished if:
 1. The Chief Building Official has determined that an imminent safety hazard exists and that demolition of the structure is the only feasible means to secure the public safety; or
 2. The Commission finds, after review, that maintenance, use and/or alteration of the designated property in accordance with the requirements of this article would cause immediate and substantial economic hardship on the property owner(s) because rehabilitation in a manner which preserves the historic integrity of the resource:
 - i. Is infeasible from a technical, mechanical, or structural standpoint; and/or

- ii. Would leave the property with no reasonable economic value because it would require an unreasonable expenditure taking into account such factors as current market value, permitted uses of the property, and the cost of compliance with applicable local, state and federal requirements.

Costs necessitated by the neglect or failure of the current owner(s) to maintain the property need not be considered in making this finding; or

- 3. The Commission finds that the demolition of a contributing property would not have a substantial adverse impact on the historic significance or integrity of a historic district.
- b. The applicant shall bear the burden of proof for all findings required for approval of a Certificate of Appropriateness for demolition.

c. *Notice of Demolition*

If demolition is approved, the property owner(s) may be required to publish notice at least 10 days prior to the scheduled demolition date, in a newspaper of general circulation, of the availability of materials for salvage. Upon request, the Commission may make this information available to persons who may be interested in contacting the owner(s) to arrange for possible salvage of historic building materials.

(3) *Architectural Documentation Prior to Demolition of Historic Buildings*

Applications for permits for the demolition of buildings that are in part (original structure with later additions) or in their entirety 50 or more years old must include architectural documentation to provide a permanent record of buildings of historical significance before their loss. Demolition applications are available from the Community Development Department.

a. *Applicability*

These regulations apply to all demolition permit requests involving buildings that are in part or in their entirety 50 or more years old, but are not individually listed on the National Register of Historic Places; and do not meet the eligibility criteria for the National Register of Historic Places or Designation as a Landmark in Sedona. Documentation is not required if the demolition will be limited to an addition that is less than 50 years old, for accessory buildings such as sheds, and mobile or manufactured homes regardless of age.

b. *Review Required*

The applicant must submit documentation in conjunction with a demolition permit application submittal. The documentation will be reviewed and found complete pursuant to this article prior to issuance of a demolition permit.

c. *Application and Review Process*

1. Prior to the submittal of a demolition permit application, the applicant may meet with the Director. At that time, the Director will determine whether the application requires documentation.
2. At the time of submittal, the applicant must submit the demolition permit application and all required architectural documentation to the Community Development Department.
3. The Director shall review the submitted architectural documentation and approve the materials for completeness. The Director determines and informs the applicant that the required architectural documentation is complete, or of any additional documentation which is required within five working days of the submittal date.
4. If the Director determines that the required architectural documentation is complete, then a demolition permit application may be processed. The applicant must demonstrate compliance with all provisions of the LDC before a demolition permit will be issued.

d. *Documentation Required*

1. Current photographs of the front, rear and sides of the building to be completely or partially demolished; and
2. Copies of old photographs of the building to be completely or partially demolished (taken at least 20 years prior to the demolition application), if in the possession of the applicant; and
3. A list of any important historical events or historically significant persons related to the building to be demolished, if known to the applicant.

e. *Documentation Optional*

1. Floor plans with measured dimensions; and
2. Photographs of all interior rooms; and
3. A "context photograph" illustrating the relationship between the building to be completely or partially demolished and the nearest adjacent buildings; and
4. A general description of construction materials, such as exterior walls, roofing, windows, porches, and carports of the building to be demolished.

f. *Documentation Retention*

Upon approval of the demolition permit, the Director shall retain the architectural documentation as a record of a lost historic resource.

G. Maintenance and Repair

- (1) Each historic resource designated as a landmark, and historic resources designated as contributing properties within a historic district, shall be properly maintained in weather-resistant, secure condition and faithful to its historic appearance and character.
- (2) Nothing in this article shall be construed to prevent normal maintenance and repair of any exterior feature of any historic resource designated as a landmark or contributing property within a historic district, which does not involve change in design, material, color, or exterior appearance. The Commission shall not consider the interior arrangements or alterations to the interior of a building, unless designation specifically includes the interior or a portion thereof.
- (3) All exterior maintenance and repair not deemed to be routine maintenance and repair as defined herein, requires an application for determination of a Certificate of Appropriateness or Certificate of No Effect. Repairs that involve change in exterior appearance may be determined by the Director and Chairperson to have no significant impact on historic appearance and character, and thereby qualify for a Certificate of No Effect.

[Ord. 2018-12, 11-14-18 ([Res. 2018-35](#))].

The Sedona Land Development Code is current through Ordinance 2025-04, passed April 22, 2025.

Disclaimer: The City Clerk's Office has the official version of the Sedona Land Development Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.SedonaAZ.gov](http://www.SedonaAZ.gov)

[Hosted by General Code.](#)

Sedona Historic Preservation Commission 2025 - 2026 Work Plan

Landmarking

Goal 1: Identify and begin process to landmark up to 2 properties/structures

Goal 2: Identify properties/structures to landmark in 2026 and beyond

Historic Resource Survey

Goal 1: Seek out and pursue grant funding to update survey in 2026

Goal 2: Update the Historic Resource Survey in 2026

Historic Preservation Districts

Goal: Identify Historic Preservation Districts. Historic Preservation Districts will aid in identifying and prioritizing future properties to landmark. HPC may pursue landmarking of Districts, as well.

Public Education and Outreach

Goal: Work with Sedona Historical Society on programs to educate the public about historic preservation and our landmarked properties

Commissioner Training

Goal: Commissioners receive training from SHPO

Meetings and Actions

Year	HPC Meetings	City Landmark Designation	Certificate of Appropriateness	Certificate of No Effect
2025	9	*	1	1
2024	10	2		2
2023	7			
2022	5			1
2021	3		1	
2020	2			1
2019	3			2
2018	4			4
2017	6		3	6
2016	8		1	
2015	8			
2014	8		4	
2013	6	-1	1	
2012	9	1		
2011	11	1	2	

Landmark Actions 2011-2025

Landmarking a property requires an application from the property owner, review by Staff, completion of a Citizen Participation Plan by the applicant, and a public hearing with the Historic Preservation Commission. Once a property is landmarked, proposed changes have to be reviewed and a Certificate of Appropriateness or Certificate of No Effect issues.

- ***2025:** An application was submitted for a new landmark for the “Tall in the Saddle House”. The application as submitted is incomplete and Staff will be working with the property owner to ensure all required documents are submitted prior to beginning to review the application
- **2024:** Kiva House and Tlaquepaque Chapel Landmarked
- **2013:** Ralph Block House Landmark Removed
- **2012:** Philips House Landmarked
- **2011:** Chapel of the Holy Cross Landmarked

Certificate of Appropriateness

A Certificate of Appropriateness is required prior to issuance of a building permit for certain exterior alterations to properties that have been landmarked. Certificates of Appropriateness require notification of surrounding property owners and a public hearing with the Historic Preservation Commission for review and approval.

- **2025:** Ranger Station Park (Barn) Exterior Renovations
- **2017:** Pumphouse Repairs
- **2017:** Jordan Ranch (Museum) Loading Dock
- **2017:** Jordan Ranch (Museum) Exhibit Shade Structure
- **2016:** Jordan Ranch (Museum) Bench Installation
- **2014:** Gassaway House Emergency Roof Reepair
- **2014:** George Jordan Building (Uptown) Renovation
- **2014:** Hart Store Wall (never constructed)
- **2014:** Nininger House Renovation
- **2013:** Jordan Ranch (Museum) Installation of Telegraph Office
- **2011:** Jordan Ranch (Museum) Tractor Shed Siding
- **2011:** Jordan Ranch (Museum) Sculpture

Certificate of No Effect

Created in 2017 for minor improvements to Landmarked Properties that are approved by Chair and Staff and do not require public hearing. When an owner contacts Staff regarding the proposed change, the Chair and Staff will review the proposed plans and make a determination of whether it can be done as a Certificate of No Effect or if a Certificate of Appropriateness is needed.

- **2025:** Jordan Ranch (Museum) Apple Turnover Statue
- **2024:** Kiva House Roof
- **2020:** Van Ess House Roof
- **2019:** Pushmataha Siding
- **2019:** Saddlerock Ranch Roof
- **2018:** Jordan Ranch (Museum) Gutters and Wood Siding Treatment
- **2018:** Jordan Ranch (Museum) Retaining Wall Repair
- **2018:** Jordan Ranch (Museum) Windows
- **2018:** Pushmataha Windows
- **2017:** Ranger Station Foundation
- **2017:** Ranger Station Deck
- **2017:** Nininger House Windows
- **2017:** Nininger House Siding
- **2017:** Ranger Station Roof
- **2017:** Ranger Station Window Covers

Historic Preservation Commission Summary (January 2026)

Budget

Year	Budget	Expenses	% of Budget	Notes
FY25	\$7,300	\$2,240.49	30.69%	Training for 2
FY24	\$6,850	\$4,210.75	29.97%	Training for 2, Two New Historic Landmarks (Surveys & Plaques)
FY23	\$12,200	\$3,105.92	25.46%	Training for 3
2022	\$5,700	\$1,477.00	25.91%	Training for 3
2021	\$5,200	\$29.64	0.57%	COVID
2020	\$4,200	\$0.00	0.00%	COVID
2019	\$4,200	\$2,052.93	48.88%	Event, Plaque Training for 4
2018	\$9,950	\$2,579.78	25.93%	Event, nameplate, banner Training for 3
2017	\$26,250	\$24,939.00	79.02%	Nameplates and badges Training for 7 \$20,000 HP grants for work on historic landmarks
2016	\$4,200	\$3,118.43	74.25%	
2015	\$5,500	\$1,511.69	27.49%	Includes \$450 grant reimbursement from FY14.
2014	\$8,850	\$7,606.48	85.95%	

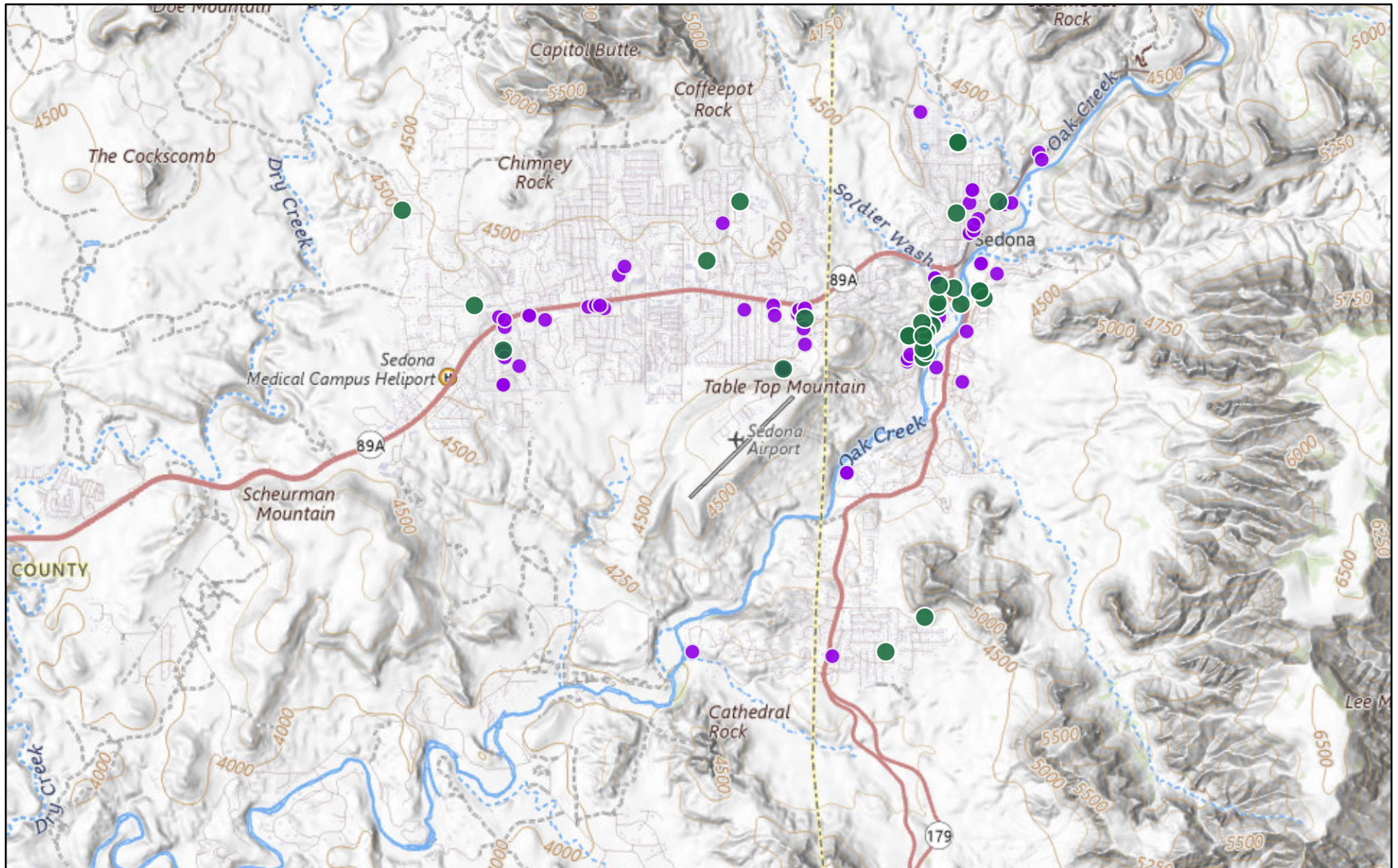
Historic Resources Survey

The Historic Resources Survey contains information on all of the landmark properties along with other sites that have been surveyed but are not landmarked. The survey can be reviewed online at the following link: [637794966466400000](https://sedonaaz.sharepoint.com/sites/city/documents/2.%20city%20council/meetings/agenda%20bills%20&%20exhibits/2.%20cmo-finance-legal%20review/2026-01-13%20(r)/ab%203133%20cd%20exh%20c(1)%20hpc%20summary.docx). A map of all landmarked and surveyed properties is attached to this report.

Notes

- HPC was created in 1998 as a working commission and was allocated 20% of 1 FTE, as of 2015 it was considered twice that amount.
- FY 17 Employee Time Allocations: HPC 3%, 0.4 FTE
- FY 18 CD program expenditures: 3%, \$75,540

City of Sedona Historic Landmarks and Surveyed Sites



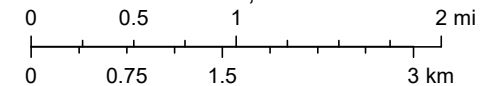
12/17/2025

- Landmarked
- Surveyed

USGSTopo

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:72,224



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography

Packet Page 233

White Paper for the Sedona City Council

The History, Purpose, and Duties of the Sedona Historic Preservation Commission (HPC)

Prepared for: Sedona City Council

Prepared by: Historic Preservation Commission

Meeting Date: January 13, 2026

I. Introduction and Background

At the July 9, 2024 City Council meeting, Vice Mayor Ploog requested discussion regarding the future of the Historic Preservation Commission (HPC). This discussion was agendaized for the City Council meeting on October 8, 2024. Meeting materials and minutes from that meeting can be reviewed at the following link:

[Agendas and Documents | City of Sedona](#)

At the end of the October 8, 2024, meeting, by majority consensus, Council agreed to continue the Historic Preservation Commission through 2025 and re-evaluate role/duties prior to the Historic Museum contract renewal in 2026. Based on that direction, this discussion is being brought back to City Council on January 13, 2026.

This white paper was prepared by the HPC and provides an overview of the legal requirements, historical context, scope of work, and recent accomplishments of the Commission to support Council deliberations.

Sedona is required under **Arizona Revised Statutes (ARS)** and federal Certified Local Government (CLG) standards to maintain a Historic Preservation Commission and adopt a preservation ordinance if the City intends to regulate, protect, or designate historic properties. Sedona adopted such a framework through **Resolution 97-16**, which formally established Article XV of the Land Development Code (LDC) (later amended to LDC Section 8.7) governing historic preservation and created the Historic Preservation Commission.

Current Historic Preservation Procedures are contained within [LDC Section 8.7](#), the Historic Preservation Commission is established and given duties as outlined in [LDC Section 8.9.D](#), and definitions related to Historic Preservation are in [LDC Section 9.5](#).

II. Legal Framework Requiring an HPC

Resolution No. 97-16

Resolution 97-16 establishes as a public record the terms of the amendments to the LDC creating:

- **Article XV: Historic Preservation**
 - Article XV became LDC Section 8.7 Historic Preservation Procedures when the LDC was updated in 2018.
- **A Historic Preservation Commission (HPC)**
- **Standards and processes** for designation of landmarks and districts
- **Procedures** for review of alterations, new construction, and demolition
- **A Sedona Historical Property Register**
- **An appeals and enforcement process**
- **Maintenance standards and incentive programs**

Under both state law and Sedona's own ordinance, the City must maintain a functioning preservation body capable of conducting hearings, overseeing designations, and administering the preservation ordinance.

State Requirements

To comply with Arizona State Historic Preservation Office (SHPO) standards and maintain CLG status, jurisdictions must:

1. Maintain a preservation commission.
2. Maintain a preservation ordinance.
3. Conduct surveys and evaluations of local historic resources.
4. Review alterations to designated properties.
5. Submit annual reports to SHPO.

Sedona currently complies with all five requirements.

III. Purpose and Mission of the HPC

The Sedona Historic Preservation Commission was created to:

- **Identify, document, and designate** landmarks representing Sedona's architectural, cultural, and historical heritage.

- **Promote public understanding** of Sedona’s historic resources.
- **Encourage adaptive reuse** and the preservation of older structures.
- **Provide design guidance** for restoration and rehabilitation projects.
- **Maintain Sedona’s Historic Property Register.**
- **Ensure compliance** with the standards outlined in the Land Development Code and State Historic Preservation Office requirements.

These responsibilities directly support the **Sedona Community Plan**, which emphasizes cultural preservation, neighborhood character, and stewardship of heritage resources.

IV. How the HPC Operates

The Commission meets **on an as-needed basis**, typically 4–6 times per year, though meeting frequency increases during designation periods or public hearings.

HPC activities must follow:

- **Arizona open meeting laws**
- **State Historic Preservation Office procedures**
- **Formal public notice, staff reports, and hearings** required for Certificate of Appropriateness reviews
- **Documentation requirements** for landmark designations and surveys

Each proposed landmark must undergo:

1. **Preliminary research**
2. **Historic evaluation by qualified professionals**
3. **Public notice and hearing**
4. **Commission approval**

This is a **multi-step, legally regulated process**. For that reason, even straightforward landmarking cases often require several months.

V. HPC's 2024–2025 Work Plan Priorities

The Commission's primary statutory responsibility is the **identification and surveying of Sedona properties over 50 years old** using state-mandated criteria including:

- Architectural integrity
- Cultural significance
- Association with important persons or events
- Contribution to a potential historic district

For 2025, the HPC has developed a prioritized list of structures recommended for potential landmarking based on their significance and urgency.

VI. Recent Accomplishments (2024–2025)

The HPC has been highly productive over the last 18 months. Major accomplishments include:

1. Historic Resource Surveys Completed

Comprehensive surveys—required for designation and CLG compliance—were completed for:

- **Elks Lodge** (70 Elk Road; APN 408-26-006)
- **Nick's on the West Side** (2920 W State Route 89A; APN 408-24-315)
- **Church of the Red Rocks** (54 Bowstring Drive; APN 401-25-037C)
- **Tall in the Saddle House/Legacy Ranch** (775 Back O' Beyond Road; APN 408-13-022H)
- **Star Motel** (295 Jordan Road; APN 401-16-001A)
- **Sedona Community Cemetery** (129 Pine Drive; APN 401-43-004A)
- **Rigby House** (50 Tranquil Avenue; APN 408-24-087)

2. Field and Site-Based Activities

- Conducted a complete **site visit tour** of all existing landmarked properties.
- Completed a site visit and hearing for the **Ranger Station House and Barn**, resulting in a Certificate of Appropriateness, approving required improvements.

3. Commission Administration

- **Adopted a formal annual work plan.**
- **Filled all open Commission seats**, ensuring the commission remains in compliance with SHPO and LDC requirements.
- Issued **Certificates of No Effect** for maintenance work on the Pushmataha Building (360 Brewer Road; APN 401-20-028A) and installation of the Apple Turnover Statue at the Jordan Museum (735 Jordan Road; APN 401-03-001F).
- Successfully received **training from SHPO** on CLG responsibilities.
- Sent two commissioners to the **State Historic Preservation Conference in Phoenix**, strengthening professional competency.
- Received nomination from owner to **landmark** Tall in the Saddle House¹

4. Grants & Preservation Funding

- Awarded a matching grant from the **State Historic Preservation Office** to:
 - Update the City of Sedona Historic Resource Survey (last updated in 2014).
 - Conduct new surveys using modern standards.
 - Improve the City's eligibility for future preservation funding.

Acceptance of this grant is on Council's Consent Agenda for January 13, 2026.

VII. Key Points for Council Understanding

1. **Sedona is legally required** to maintain a preservation ordinance and a preservation commission. Eliminating the HPC would jeopardize Sedona's CLG status and require the City to redesign its preservation ordinance.
2. **Landmarking is a formal legal process**, not a discretionary or casual activity. It requires statutory timelines, hearings, expert evaluations, and public engagement.
3. **The HPC is operating efficiently**, holding the minimum number of meetings necessary while completing a substantial work program.

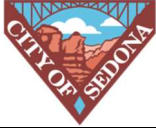
¹ As of writing this report, this application has not been deemed complete. City Staff will be working with the applicant to get a complete application submitted.

4. **Sedona's historic resources are aging rapidly.** Every year, more mid-century buildings cross the 50-year threshold, expanding the City's obligation to evaluate them.
 5. **The HPC's work aligns with the Sedona Community Plan,** which prioritizes preservation of cultural and architectural heritage, enhancement of neighborhood character, and education.
 6. **Changes to the HPC structure or scope should consider legal requirements, workload, and CLG responsibilities,** all of which require a functioning and qualified commission.
-

VIII. Conclusion

The Historic Preservation Commission plays a vital statutory and community role in documenting, preserving, and promoting Sedona's cultural heritage. Its activities are not optional; they are mandated by state law, by Sedona's Land Development Code, and by the commitments the City made when obtaining Certified Local Government status.

The Commission has demonstrated responsible stewardship, operational efficiency, and meaningful progress on the City's preservation goals. Its ongoing work ensures that Sedona's historic places—its early homesteads, mid-century architecture, local landmarks, and community icons—are protected for future generations.



CITY COUNCIL AGENDA BILL

AB 3313
January 13, 2026
Regular Business

Agenda Item: 9f

Proposed Action & Subject: Discussion/possible direction/action regarding adoption of City of Sedona Legislative Agenda, City Council Protocols & Guidelines for Legislative Affairs as part of the Council Rules of Procedure and Policies, proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.

Department	City Manager's Dept./Lauren Browne
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	Council Retreat, December 16, 2025 - December 17, 2025
Exhibits	A. City of Sedona Legislative Agenda (Draft) B. City Council Protocols & Guidelines Legislative Affairs (Draft) C. Amended Council Rules of Procedure

Finance Approval	Reviewed 1/4/26 BGW	
City Attorney Approval	Reviewed 1/5/26 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	Recommend adoption of Legislative Agenda and Protocols & Guidelines into the Council's Rules of Procedure. 1/5/26 ABS	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona including state budget, Short-Term Rentals, local zoning, voting, and off-highway vehicles. The League of Arizona Cities and Towns, the City's legislative advocate Kathy Senseman of PDG group, and City staff routinely monitor bills of interest as they progress through the legislative process. The 2026 legislative session opens on January 12, 2026, which the Mayor will attend at Representative Selena Bliss' invitation.

To prepare for the 2026 session, Kathy Senseman and deputy city manager Lauren Browne presented a draft Legislative Agenda and Protocols & Guidelines documents for Council's review and direction. The final drafts are attached to this agenda bill for Council's adoption as part of the Council's Rules of Procedure.

A legislative update will be regularly scheduled on council meeting agendas during the 2026 session to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

Climate Action Plan/Sustainability Consistent: ☐Yes - ☐No - ☒Not Applicable

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): None

MOTION

I move to: to approve the amendments to the City Council Rules of Procedure and Policies by adopting the City of Sedona Legislative Agenda, City Council Protocols & Guidelines for Legislative Affairs as part of the Council Rules of Procedure and Policies as Appendix B.

DRAFT WITH REVISIONS FROM DECEMBER 2025

RETREAT

City of Sedona

Legislative Agenda

- 1) **Defend Local Authority**: Protect and enhance local authority and decision making.
 - a. Protect the City from legislation that pre-empts local authority or expands state control of local affairs.
 - b. ~~Oppose any bills that Defend residential quality of life by strengthening~~weaken the City's local zoning and land use authorities, ~~or weaken~~increasing neighboring resident and property owner participation in re-zoning decisions.
 - c. Defend the City's authority to manage its personnel and operations locally.
 - d. Support short-term rental legislation that gives cities that ability to determine caps or limits.
 - e. Repeal SB 1487 (State Revenue Withholding).
 - f. Repeal the current expenditure limitation formula or advocate to re-calculate the formula so that it better suits our unique tourism population influx.
- 2) **Protect City Funding**: Defend against any cuts to State-Shared Revenues, HURF, and other State funds dedicated to local governments.
 - a. Protect State-Shared Revenues from any reductions or sweeps.
 - ~~b.~~ Protect and increase Highway User Revenue Funds (HURF), and advocate to require electric vehicles (EVs) to contribute to HURF, for cities to improve transportation infrastructure and road maintenance and repair programs.
 - ~~c.~~ Oppose any legislation that would reduce the ability for cities to begin to usereceive user fees ~~funds~~ from EVs.
 - ~~b.~~ c.d. Oppose unfunded mandates on cities.
 - ~~c.~~ d.e. Provide cities and counties greater flexibility on local bond issuances.
 - ~~e.f.~~ Provide more flexibility in the application and use of local impact fees to better address growth impacts in cities and towns.
- 3) **Invest in Local Economies and Infrastructure**: Support the ability of cities to utilize strong economic development tools, support local businesses, and increase infrastructure investment.

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a. Support legislation and funding to assist in the development of affordable housing.

b. Advocate for ADOT funding for local transportation improvements.

c. Support funding for wastewater plant upgrades.

d. Support funding for implementation of federal/state water quality standards, including Per- and Polyfluoroalkyl Substances (PFAS) regulations.

e.e. _____

d.f. Support state level efforts to ensure affordable and accessible fire insurance coverage for Sedona residents.

4) **Protect the Environment**: Support strong environmental management policies and practices.

a. Advocate for state funding in regional forest health projects while also reducing wildfire risk to the built environment.

b. Support legislation that protects public assets, including laws to protect public safety on those public lands.

a.c. Oppose increased weights of Off-highway Vehicles.

5) **Protect election laws**: Defend against election law changes that prevent citizens from exercising their right to vote.

a. Oppose legislation that creates any barriers for Sedona citizens to easily vote – including by mail – and/or to register to vote.

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City Council Protocols and Guidelines Legislative Affairs

City Council agrees to the following in regard to all legislative affairs:

- Bill positions will be made by the Council. Staff will prepare a list of bills to be reviewed and discussed at the earliest Council meeting. Council will determine if a City position is warranted and direct staff to communicate that position appropriately.
- Due to the timing of the session and the frequency of legislative committee action it may not always be timely to take a bill before Council. In that event the following protocol will be utilized:
 - Council will approve a Legislative Priorities document that will serve as the guiding document for any staff or lobbyists actions taken outside of Council direction.
 - Staff and/or the lobbyist may sign into the Request to Speak (RTS) system with short notice on behalf of the City on specific bills that meet the criteria outlined in the legislative priorities document.
 - At the next regularly scheduled Council meeting any bill that required immediate action will be on the agenda to discuss and have Council confirm the position taken.
 - The Mayor may sign letters of support/opposition that align with the Legislative Priorities document to ensure the City's voice is timely.
 - Issues not covered by the Legislative Priorities will be first brought to Council.
- When City staff is asked for feedback on bills or comments on general issues, they may do so, with these requests to be shared with City Council either via email or at the next City Council meeting during the legislative update agenda item. Staff comments do not indicate support or opposition of the bill by the City.
- Any outside group/constituent/stakeholder will be invited to approach Council Members directly - rather than approaching staff - for their determination of whether to bring the position request before the Council for discussion.
- Staff shall maintain a rotation of Council Members to determine who attends lobbying trips to the Capitol. This is intended to ensure every Council Member is given an equal opportunity to engage in the process and represent the City.



CITY OF SEDONA CITY COUNCIL RULES OF PROCEDURE AND POLICIES

Amended January 13, 2026

TABLE OF CONTENTS

CITY OF SEDONA PRINCIPLES OF ETHICAL CONDUCT	1
RULES	2
RULE 1 RULES OF PROCEDURE	2
<i>A. PURPOSE</i>	<i>2</i>
<i>B. PROCEDURE FOR INITIATING OR AMENDING RULES.....</i>	<i>2</i>
<i>C. MASTER FILE OF ORIGINALS.....</i>	<i>2</i>
<i>D. REFERENCE MANUAL – RULES OF PROCEDURE.....</i>	<i>2</i>
<i>E. COUNCILORS' RULES OF PROCEDURE MANUALS.....</i>	<i>2</i>
RULE 2 CONDUCT OF COUNCILORS AND ENFORCEMENT	4
<i>A. CITY COUNCILOR ATTENDANCE AT SCHEDULED CITY MEETINGS.....</i>	<i>4</i>
<i>B. EQUAL VOICE AND VOTE.....</i>	<i>4</i>
<i>C. GENERAL RULES OF DECORUM</i>	<i>4</i>
<i>D. CONDUCT IN PUBLIC MEETINGS</i>	<i>4</i>
<i>E. CONDUCT IN UNOFFICIAL PUBLIC SETTINGS.....</i>	<i>5</i>
<i>F. PUBLIC COMMUNICATIONS.....</i>	<i>5</i>
<i>G. COUNCILOR CONDUCT WITH CITY STAFF</i>	<i>5</i>
<i>H. RESPONSE TO COMMUNICATIONS FROM THE PUBLIC</i>	<i>6</i>
<i>I. REFERRAL OF CITIZEN COMPLAINTS.....</i>	<i>6</i>
<i>J. IMPROPER INFLUENCE</i>	<i>6</i>
<i>K. GIFTS.....</i>	<i>7</i>
<i>L. ENFORCEMENT OF THE RULES OF PROCEDURE</i>	<i>7</i>
RULE 3 MEETINGS	9
<i>A. GENERAL RULES CONCERNING MEETINGS</i>	<i>9</i>
<i>B. PRESIDING OFFICER, DUTIES AND FUNCTIONS.....</i>	<i>10</i>
<i>C. RIGHT OF FLOOR.....</i>	<i>10</i>
<i>D. ACTION BY THE COUNCIL</i>	<i>11</i>
<i>E. PROCEDURAL MOTIONS.....</i>	<i>11</i>
<i>F. ATTENDANCE BY STAFF</i>	<i>13</i>
<i>G. CLARIFYING COUNCIL DIRECTION</i>	<i>13</i>
<i>H. RECORDING VOTES</i>	<i>13</i>
<i>I. MINUTES OF THE MEETINGS</i>	<i>14</i>
<i>J. READING OF MINUTES.....</i>	<i>14</i>
<i>K. CORRECTIONS TO COUNCIL MINUTES.....</i>	<i>14</i>
<i>L. ORDINANCES AND RESOLUTIONS.....</i>	<i>14</i>
<i>M. APPROPRIATE TECHNOLOGY OF MEETINGS.....</i>	<i>15</i>
<i>N. CONFLICTS OF INTEREST & ABSTENTIONS.....</i>	<i>15</i>
<i>O. MEETING TIME LIMITS.....</i>	<i>15</i>
<i>P. ORDER OF BUSINESS.....</i>	<i>16</i>
<i>Q. TIME LIMITATIONS REGARDING PUBLIC PARTICIPATION.....</i>	<i>17</i>
<i>R. AGENDAS.....</i>	<i>19</i>
RULE 4 MAYOR, VICE MAYOR, DUTIES & SUCCESSION	21
<i>A. MAYOR</i>	<i>21</i>
<i>B. VICE MAYOR</i>	<i>21</i>

C. MAYOR SUCCESSION	22
D. COUNCILOR APPOINTMENT.....	22
RULE 5 CREATION OF COMMITTEES, BOARDS & COMMISSIONS	23
A. COMMITTEES, BOARDS AND COMMISSIONS.....	23
B. MEMBERSHIP AND SELECTION OF COMMISSION OR BOARD MEMBERS.....	23
C. MEMBERSHIP AND SELECTION OF COUNCIL COMMITTEE MEMBERS.....	23
D. RESIDENCY REQUIREMENTS	23
E. REMOVAL OF MEMBERS OF COMMITTEES, BOARDS & COMMISSIONS.....	23
F. INAPPROPRIATE ACTION/BEHAVIOR OF BOARD, COMMITTEE, OR COMMISSION MEMBERS	24
G. ATTENDANCE AT COUNCIL, COMMISSION, COMMITTEE, BOARD OR TASK FORCE MEETINGS	24
RULE 6 CITIZENS' INTERACTION	25
A. ADDRESSING THE COUNCIL.....	25
B. CONDUCT AT MEETINGS	25
C. RESPONSE TO CITIZENS' COMPLAINTS.....	25
D. WRITTEN COMMUNICATIONS	26
RULE 7 PROCEDURE FOR COUNCIL AND CITY MANAGER (OR DESIGNEE)	
LIAISONS/REPRESENTATIVES TO PROVIDE INPUT TO REGIONAL BOARDS AND COMMITTEES. 27	
A. APPOINTMENT	27
B. ROLES.....	27
C. REPORTS TO COUNCIL	27
D. DIRECTION FROM COUNCIL	27
E. SPEAKING ON BEHALF OF COUNCIL	28
CITY OF SEDONA POLICIES.....	29
POLICY A LIQUOR LICENSE APPLICATIONS	30
POLICY B ELECTRONIC MAIL (E-MAIL) AND INTERNET POLICY	31
A. COUNCIL SPECIFIC PROVISION	31
B. CITY WIDE E-MAIL INTERNET POLICY.....	31
POLICY C TRAVEL POLICY FOR COUNCILORS	32
CITY OF SEDONA APPENDIX.....	33
APPENDIX A SERVICE CONTRACT POLICY LANGUAGE	33
APPENDIX B LEGISLATIVE AGENDA, CITY COUNCIL PROTOCOLS & GUIDELINES FOR LEGISLATIVE AFFAIRS	34

CITY OF SEDONA PRINCIPLES OF ETHICAL CONDUCT FOR ELECTED OFFICIALS

The following principles are meant to reflect a commitment to the integrity, responsibility, and leadership required of those holding public office. Council members pledge to uphold these Principles of Ethical Conduct in their behavior and actions in order to merit the trust bestowed upon them by the citizens they serve.

1. I will put forth honest effort in the performance of my duties.
2. I will make no unauthorized commitments or promises of any kind purporting to bind the City of Sedona Government.
3. I will not use public office for private gain and I will put the interests of the City of Sedona over all personal considerations.
4. I will act impartially and not give preferential treatment to any private organization or individual.
5. I will disclose waste, fraud, abuse, and corruption to the appropriate authorities and promote transparency, accountability and open communication.
6. I will treat everyone with respect and fairness at all times.
7. I will endeavor to avoid any actions creating the appearance that I am violating the law or these ethical standards.
8. I will conduct myself so as to maintain public confidence in the City.
9. I will not communicate anonymously about City business or encourage anyone else to make such anonymous communications.
10. I will maintain confidentiality where it is required and not disclose attorney-client privileged communication.

RULES

RULE 1 RULES OF PROCEDURE

A. PURPOSE

1. The purpose of these Rules is to provide standard methods and general policy guidelines for the City Council to use when conducting business with City staff, the general public, and its own members. These Rules should be read and interpreted to be in harmony with the provisions of the Sedona City Code and State and Federal law. However, in every case where a conflict of interpretation may arise, the City Code and State and Federal law will control. These Rules shall be in effect upon their adoption by the Council by motion until such time as they may be amended by a majority vote of all members of the Council.
2. Where the term Mayor is used throughout this document, it shall be deemed to include, when appropriate, the Vice Mayor or other designated persons acting in the capacity of Mayor.
3. **These Rules also provide standard methods and general protocol for the City to use when conducting business with the Legislature and lobbyists. See Appendix B.**

B. PROCEDURE FOR INITIATING OR AMENDING RULES

Two Councilors may propose a new or amended Rule. To do so, the following procedure shall be followed:

1. Present the new or amended Rule(s) in draft, written form to the City Clerk.
2. The proposed draft will be submitted to the City Attorney for review before it is released.
3. The City Council will discuss or take action on the proposed or amended Rule(s) at a regularly scheduled Council meeting.
4. Suspension of These Rules: Any provision of these Rules not governed by ordinances, the City Code, or the open meeting law may be temporarily suspended, for that meeting, by a majority vote of those eligible to vote. The vote on any suspension shall be taken by "ayes" and "nays" and entered upon the record.
5. Amendment of These Rules: These Rules may be amended, or new rules adopted, by a majority vote of all members of the Council.

C. MASTER FILE OF ORIGINALS

The Clerk will maintain a Master File of all Rules contained herein and any amendments thereto.

D. REFERENCE MANUAL – RULES OF PROCEDURE

A reference manual containing these Rules will be kept in electronic and loose-leaf form in the City Hall for City staff and public use.

E. COUNCILORS' RULES OF PROCEDURE MANUALS

All new and amended Rules will be issued to each Councilor. The Rules will be issued in electronic form.

F. RULES OF CONSTRUCTION

All references to City Council or Councilor(s) shall include the Mayor unless such

construction shall be inconsistent with the manifest intent or context of the Rule.

RULE 2 CONDUCT OF COUNCILORS AND ENFORCEMENT

A. CITY COUNCILOR ATTENDANCE AT SCHEDULED CITY MEETINGS

1. Councilors are expected to attend all regularly scheduled City Council meetings.
2. Councilors will notify both the Mayor (or Vice Mayor, in the case of the Mayor's absence) and City Manager in writing (email is appropriate) of their inability to attend any scheduled City Council meeting.
3. Should a Councilor be unable to attend any scheduled City Council meeting by unforeseen circumstances, that Councilor will notify the Mayor (or Vice Mayor, in the case of the Mayor's absence) and the City Manager as soon as possible after the meeting.
4. The second failure by a Councilor to notify the Mayor and City Manager of anticipated or unforeseen absences, or a pattern of absences, may result in actions as outlined in Section L below.

B. EQUAL VOICE AND VOTE

All members of the City Council, including those serving as Mayor and Vice Mayor, have equal votes. All Councilors should be treated with equal respect.

C. GENERAL RULES OF DECORUM

1. Councilors shall meaningfully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
2. At all times, Councilors shall be respectful of other people's time and shall attempt to stay focused and act efficiently during public meetings.
3. Councilors shall conduct themselves so as to serve as a model of leadership and civility to the community, inspire public confidence in Sedona government, and demonstrate honesty and integrity in every action and statement.
4. Councilors will strive to always be on time for Council meetings.
5. Councilors must notify and discuss with the City Magistrate, City Attorney or City Manager prior to submitting a public records request to the City relating to personnel matters of its current or former employees.

D. CONDUCT IN PUBLIC MEETINGS

During all regular and special Council meetings, the following rules of decorum shall apply:

1. The role of the Mayor shall be recognized in maintaining order.
2. Councilors shall refrain from distraction during the "moment of silence".
3. Councilors shall refrain from dominating the discussion.
4. Personal attacks on other Councilors shall be avoided.
5. Councilors shall demonstrate effective problem solving approaches.
6. Councilors shall be polite to speakers and treat them with respect.
7. Councilors shall actively listen when others speak.
8. Councilors shall refrain from debating and arguing with the public.
9. Everyone attending Council meetings, including Councilors, staff, and members of the public, will be asked to mute the volume on all cell phones.
10. Councilors shall refrain from eating at the dais.
11. "Business Casual" is the appropriate dress standard for all scheduled meetings of the full Council.

12. Councilors should be respectful of citizens, citizen opinions, and citizen issues.

E. CONDUCT IN UNOFFICIAL PUBLIC SETTINGS

1. Councilors will continue to practice respectful behavior in unofficial public settings.
2. Councilors will always be aware that conversations can have a public presence and therefore ensure that all City-related conversations are appropriate and respectful.
3. Councilors will refrain from making promises on behalf of the City Council or implying unilateral decision making authority unless such promises have been approved by official action.
4. Councilors shall refrain from making negative personal comments about other Councilors or staff that go beyond appropriate criticism of another Councilor's or staff's opinion or position on a matter.

F. PUBLIC COMMUNICATIONS

1. When speaking publicly regarding City issues, Councilors will inform their listeners that **"any expressions of opinion can only be attributed to me and do not necessarily represent the position or opinion of the City Council or City staff,"** or words to that effect.
2. When writing an item for publication, such as a letter to the editor, Councilors will conclude their written statement with the disclaimer **"Any expression of opinion that may be read into this article can only be attributed to me as the author and does not necessarily represent the position or opinion of the City Council or City staff,"** or words to that effect.
3. Articles written by Councilors will include the disclaimer as outlined in Section F, Paragraph 2 above, and will be distributed to all local media through the City Manager's Office.

G. COUNCILOR CONDUCT WITH CITY STAFF

1. Councilors shall treat all City staff as professionals.
2. Councilors shall refrain from personal public criticism of an individual employee that goes beyond appropriate criticism or questioning of his/her position on a City matter. Concerns about an employee's performance should be discussed in private and should be brought to the attention of the City Manager, City Magistrate, or City Attorney.
3. Councilors shall avoid disruption of City staff from their jobs. Accordingly, absent exigent circumstances, direct contact with City staff about City-related business must be directed to the City Manager or City Attorney or their designees. With the approval of the City Manager, a Councilor may have direct contact with a Department Head. This process does not apply to City staff who report directly to the Council.
4. Councilors shall refrain from involvement in administrative functions. The role of each Councilor, as an individual, is to represent the community and to share their ideas, recommendations, and point of view during consideration of matters before Council. Councilors shall respect and adhere to the Council-manager structure of the Sedona City government as outlined in City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Councilors therefore may not interfere with the administrative functions of the City or the professional duties of City staff; nor impair the ability of staff to implement Council

policy decisions. Councilors shall not expressly or implicitly give orders or direction to staff, except through their participation on Council. Councilors shall also refrain from individually directing the City Manager and City Attorney in the performance of his/her job responsibilities.

5. All Councilor requests for research, information or any other staff project shall be directed to the City Manager or City Attorney. No Councilor shall make a request requiring more than one hour researching, compiling information, or otherwise spending staff time without first seeking approval of a majority of City Council. Councilor requests that involve less than one hour staff time, as determined by the City Manager, shall be completed without the need of Council action. Councilors recognize that the City Manager and City Attorney have discretion to take any additional action they believe necessary on a request.
6. Councilors must follow the City's Procurement Policy and must not attempt to unduly influence City staff on the making of appointments, awarding of contracts, selecting consultants, processing of development applications, or granting City licenses and permits. However, this does not preclude City Councilors from being involved in such decisions when they are part of a committee that has been formed for the purpose of recommending the selection of a professional firm or recommending the hiring of a key staff member. In being part of that committee, it is understood that they will be impartial and make their recommendation based on the merits of the applicants and will recuse themselves from the process if there is a conflict of interest.

H. RESPONSE TO COMMUNICATIONS FROM THE PUBLIC

1. Councilors are strongly encouraged to acknowledge telephone, letter and electronic communications from the public.
2. When responding to such inquiries regarding City issues, Councilors should indicate a disclaimer such as: **"Any expression of opinion that may be read into this response can only be attributed to me as the author and does not necessarily represent the position or opinion of the City Council or City staff,"** or words to that effect.
3. Individual Councilors may respond to correspondence that has been directed to the entire City Council. Councilors should qualify any response they make which contains their personal opinions as opposed to any official position of the City.
4. Councilors shall always be courteous and professional in any correspondence or interaction with members of the public.

I. REFERRAL OF CITIZEN COMPLAINTS

When contacted by a citizen concerning a complaint, Councilors may notify the City Manager of the complaint and inform the citizen that his/her concern has been forwarded to the City Manager's Office. The City Manager should inform the referring Councilor of what action may have been taken and provide a copy of any response. Copies of any response by Councilors may be provided to the City Manager.

J. IMPROPER INFLUENCE

1. A Councilor may not use City staff or letterhead to support personal or non-City functions or fundraisers.
2. Councilors shall not use their official office as a means of advancing personal opinions through public statements whereby an inference can be drawn that they

are speaking on behalf of the City. Any such public statements shall contain clear language indicating that such statements are the opinions and comments of the individual and are not necessarily the position of the City of Sedona.

K. GIFTS

Councilors shall not, except pursuant to such reasonable exceptions as are provided by regulation including de minimis gifts, solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the City of Sedona, and whose interests may be substantially affected by the performance or nonperformance of the Councilor's duties. A de minimis gift is an infrequent, unsolicited gift with a fair market value not exceeding \$26 per occasion from a single source and not exceeding \$52 in total from the same source in a calendar year. De minimis gifts must not be offered in exchange for official action and may only be accepted if the acceptance of the de minimis gift will not create the appearance of undue influence. Cash or cash-equivalent instruments (e.g., checks, gift cards) are never de minimis.

L. ENFORCEMENT OF THE RULES OF PROCEDURE

1. Private Reprimand and Public Censure:
 - a. City Councilors who fail to follow these Rules of Procedure are subject to both private reprimand and formal censure. It is at the discretion of the Mayor to initiate action if a Councilor's behavior is called into question by another Councilor. When this occurs, the Mayor will discuss the behavior with the concerned Councilor whose actions are being questioned and may issue a private reprimand. If the Mayor is the individual whose actions are being questioned, the same procedure will be followed after a Councilor expresses a concern to the Vice Mayor.
 - b. If, after a private reprimand concerning the same behavior, the conduct continues, or immediately in egregious cases as determined by the Mayor or Vice Mayor, the matter shall be referred to the City Council in Executive Session to consider whether an additional private reprimand by the Council is needed disclosing the Rule violated or a public censure is appropriate. Any public censure for violation of these Rules of Procedure can only take place upon a two-thirds vote of the entire City Council.
2. Councilor Good Standing Status
 - a. Loss of Good Standing:
 - i. All Councilors are presumed to be in Good Standing. A Councilor may be designated as not in Good Standing by the Council for conduct that undermines the integrity, decorum, or effective functioning of the Council. Such conduct may include, but is not limited to:
 1. Violations of City Council's adopted Rules of Procedure or the Principles of Ethical Conduct;
 2. Persistent disruption of Council meetings;
 3. Failure to comply with Federal, State or local law;
 4. Public censure by the Council; or
 5. Other behavior deemed by a majority of the Council to have materially impaired public confidence in the Council's ability to

govern effectively.

b. Procedure:

- i. Initiation: After a public censure of a Councilor, including the Mayor, the Councilor shall be considered for loss of Good Standing.
- ii. Notice: The Councilor subject to the proposed action shall receive written notice of the allegations and proposed action at least seven (7) days prior to consideration by the Council.
- iii. Hearing: The Council shall provide the member an opportunity to respond to the concerns in an open or closed session.
- iv. Decision: Following discussion, the Council may, by a two-thirds vote of the entire City Council, designate the member as not in Good Standing.
- v. Duration: The designation shall remain in effect until the Council rescinds it by a two-thirds vote of the entire City Council, or the Councilor is reelected, whichever comes first.

c. Effect of Loss of Good Standing:

- i. A Councilor designated as not in Good Standing shall continue to hold office and retain all legal voting rights.
- ii. However, a Councilor not in Good Standing may be limited by Council from the following privileges:
 1. Preside at Council meetings;
 2. Represent the City in ceremonial or official capacities;
 3. Serve on external boards or committees as a City representative, or as a Council liaison; or
 4. Have access to or use of City resources including, but not limited to, computers, conference space, fleet vehicles, city-paid travel.

RULE 3 MEETINGS

A. GENERAL RULES CONCERNING MEETINGS

1. Meetings and Minutes to be Public: All meetings of the Council shall be open to the public, except that upon approval of a majority vote of the Council, the Council may meet in an executive session in a manner pursuant to the requirements of state law. Minutes of all open meetings shall be available for inspection by the public.
2. Regular Meetings: The Council shall meet on the second and fourth Tuesday of each month at 4:30 p.m. except for the fourth Tuesday in July and December.
 - a. If the regular meeting falls upon a legal holiday, then the Council shall meet at the regular time on the next succeeding day not a holiday.
 - b. All regular meetings of the Council shall be held at the Sedona City Hall or such place as determined by the Mayor or Council and as designated in the meeting notice.
 - c. A regular meeting may be canceled upon a majority vote of Council or due to lack of a quorum; in such a case, the reason for cancellation shall be conveyed to the Council and the public.
3. Special Meetings: The Mayor, upon his/her own initiative, the Clerk, upon the written request of three (3) members of the Council, or the Council, by majority vote, may convene the Council at any time by notifying the members of the date, hour, place, and purpose of the special meeting. Notice of the meeting must be made pursuant to state law.
4. Work Sessions: The Council may meet in work sessions at the call of the City Manager or any three (3) members of the Council on the day following a regularly scheduled Council meeting at 4:30 p.m. except for the Wednesday following the second regular Council meeting in November. The City Manager's agenda team may adjust the start time for long agenda items. Work sessions are open to the public and are designed to allow the Council to obtain detailed information and public input, on issues of major significance so any final decision made at the regular Council meeting may be expedited.
5. Executive Session: The Council may meet in executive session pursuant to the requirements of A.R.S. § 38-431 et seq. The Council may vote to go into executive session, pursuant to § 38-431.03A(3), for discussion and consultation for legal advice with the City Attorney on the matter(s) set forth in any agenda item, or for other purposes as set forth in A.R.S. § 38-431.03(A).
 - a. The only persons allowed to attend the executive sessions are members of the Council and those employees and agents whose presence is reasonably necessary in order for the public body to carry out its executive session responsibilities. Upon reconvening in public session, following an executive session, the Council may take formal action on matters considered in that executive session.
 - b. An executive session report shall be given at the subsequent regularly scheduled Council meeting whenever Council publicly takes formal action on matters considered in an executive session.
6. Council Meeting - Quorum: State statute (A.R.S. § 9-233) specifies that, a majority of the Councilors shall constitute a quorum for transacting business. A vote of a majority of the quorum of those present and voting is required in order to take official action.

7. Recessed Meetings: A properly called regular or special meeting may be recessed and resumed the following day with less than twenty-four (24) hours' notice by announcing the time and place for resumption of the meeting in open session. Any such recess shall be made by a procedural motion in open session during the regular or special meeting. To accommodate possible continuations of regular Council meetings to the following day, all Wednesday Special Meeting and Work Session agendas may contain an item at the beginning of the agenda giving notice of the possible continuation of any uncompleted business from the regular Council meeting that was held on the previous day. If a meeting is recessed or continued to a time longer than twenty-four (24) hours, the continued meeting will be noticed and posted in accordance with normal statutory procedures.

B. PRESIDING OFFICER, DUTIES AND FUNCTIONS

1. Presiding Officer: The Mayor shall preside at all Council meetings if present. The Mayor shall have the right to vote on all issues. In order to address the Council, a member must be recognized by the Mayor. If the Mayor is absent, the Vice Mayor shall preside. The Vice Mayor or another member who is temporarily presiding retains all of his/her rights as a member of the City Council, including the right to make motions and the right to vote. The Mayor or other presiding officer shall have the following powers (subject to appeal to the Council per Rule 3.B.2 below):
 - a. To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;
 - b. To determine whether a speaker has gone beyond the standards of courtesy in his/her remarks;
 - c. To resolve questions of parliamentary law or procedure;
 - d. To call a brief recess at any time;
 - e. To adjourn in an emergency.
2. A decision by the presiding officer under any of the first three powers listed may be appealed to the Council upon motion of any member. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member moving the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order. Pursuant to Rule 3.E., each motion requires a member to second the motion, is debatable, may be amended, and requires a majority of votes cast for adoption.

C. RIGHT OF FLOOR

1. The Mayor will call the agenda item and open the floor for discussion by the Council.
2. During the question and answer session, Councilors shall be recognized by the Mayor before speaking. The Mayor will make every attempt to allow each Councilor the opportunity to ask questions before recognizing a Councilor who has already asked his/her questions.
3. The Mayor shall moderate the Council's discussion and comment session by recognizing individual Councilors in the order in which they have indicated the desire to speak. The Mayor will make every attempt to allow each Councilor the opportunity to comment before recognizing a Councilor who has already commented.

4. When a Councilor desires to ask a Councilor who has just finished speaking a question to clarify a point, he/she should immediately address the Mayor requesting the opportunity to ask the question.
5. If one or more Councilors wish to further explore a particular point made by another Councilor, he/she should address the Mayor requesting the opportunity to do so. The Mayor at his/her discretion may allow the exploration of a specific point by allowing Councilors to speak to that point before resuming the original moderated discussion.
6. During that exploration (see 5. above), the Mayor shall monitor the discussion to preclude protracted arguments over those points encouraging instead that Councilors use their moderated discussion turn to continue their argument.
7. With or without a request from a Councilor, the Mayor may announce that the Council is in "open discussion" to facilitate a freer form of conversation and debate on an issue. During open discussion, Councilors may speak without being recognized and may address each other but will adhere to the conventions of respectful, civil dialogue. The Mayor may set a time limit for the open discussion and may end it at any time.

D. ACTION BY THE COUNCIL

1. Any member, including the Mayor, may make a motion, and any member other than the member making the motion, including the Mayor, may second a motion.
2. A motion may only address a single point. Where a series of actions or decisions are required, each action or decision shall be a separate motion.
3. Last minute extended editing or "word crafting" of complex motions during Council meetings is discouraged. However, when it is necessary for the Council to "word craft" a complex motion, that motion shall be made available to the Council in writing, either on screen or in hard copy, prior to their voting. If the issue is not time sensitive, the motion may be tabled to the Consent Item Section of the next regular Council meeting to allow City staff to properly formulate the motion.
4. If the motion is time sensitive requiring immediate action by the Council, the Mayor will request a recess to allow City staff to prepare the motion on screen or in hard copy.
5. A substantive motion is out of order while another substantive motion is pending.
6. No further discussion will be allowed after a motion has been voted on, unless there is a motion to reconsider (see Rule 3.E.11).

E. PROCEDURAL MOTIONS

Certain Other Motions Allowed: In addition to substantive motions, generally only the following procedural motions are in order. Unless otherwise noted, each motion requires a separate member to second the motion, is debatable, may be amended, and requires a majority of votes cast for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted. In order of priority, the procedural motions are:

1. Motion to Appeal a Procedural Ruling of the Presiding Officer: A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his/her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed by motion as specified in Rule 3.B.2. This appeal is in order immediately

after such a decision is announced and at no other time. The member moving the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

2. Motion to Adjourn: This motion may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess to a time and place certain shall also comply with the requirements of Rule 3(A)(7). This does not prevent the presiding officer from adjourning a meeting without objection at the conclusion of a meeting after Council has addressed all agenda items.
3. Motion to Take a Brief Recess: This motion, which allows the Council to pause briefly in its proceedings, is similar to the motion to recess. A motion to take a brief recess is in order at any time except when a motion to appeal a procedural ruling of the presiding officer or a motion to adjourn is pending. Under these Rules, the Mayor or other presiding officer has the power to call a brief recess at any time in accordance with Rule 3(B)(1)(d).
4. Motion to Follow the Agenda: This motion must be made at the first reasonable opportunity. It is intended to ascertain by a vote of the Council whether the open meeting laws are being adhered to with regard to the discussion being pursued by the City Council. Prior to voting on this motion, the Council may request and receive legal advice from the City Attorney.
5. Motion to Suspend the Rules of Procedure: This motion is made per Rule 1(B)(4) above.
6. Motion to Go Into Executive Session: The Council may go into executive session for one or more of the permissible purposes set forth in A.R.S. § 38-431.03(A), so long as such purpose and a description of the subject matter or issue being discussed is set forth in the meeting agenda. The motion should cite for the record the purpose of the executive session.
7. Motion to Come Out of Executive Session: This motion provides a procedural mechanism for returning from an executive session to an open meeting.
8. Motion to Defer Consideration: The Council may defer a substantive motion for later consideration at an unspecified time, or in order to ensure that a motion is duly considered, may defer consideration to a date and time certain.
9. Motion to Suspend Discussion and Vote on the Motion at Issue: This motion is not in order until there has been at least ten (10) minutes of debate, any members of the public wishing to speak on the issue have been given an opportunity to do so, and every member of the Council has had an opportunity to speak once. If this motion passes, then a vote will immediately thereafter be taken on the substantive motion at issue.
10. Motion to Amend a Pending Motion: An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A friendly amendment to a motion may be accomplished if the maker of the original motion indicates agreement to amend his/her motion in accordance with the proposed amendment. Upon such agreement, the motion is deemed amended. Absent a "friendly amendment," a motion may be amended only upon a majority vote.
11. Motion to Reconsider a Past Action of the Council: The following rules will govern

any matter coming up for reconsideration after it has been acted upon by the Council.

- a. After a matter has been voted upon by the Council, any Councilor who voted with the prevailing side may, within sixty (60) days, request that the City Manager place the issue of reconsideration on the next available Council meeting agenda. The motion to reconsider will be debated and voted upon by the Council. If passed, the Council will then deliberate anew on the substantive issue being reconsidered, and vote anew after a motion has been made and seconded.
- b. After a motion to reconsider has been acted upon, no other motion for reconsideration on that matter may be made without unanimous consent of the Council.
- c. Certain issues may or may not be subject to reconsideration depending on whether or not reconsideration would create a potential claim of equitable estoppel against the City. Examples of matters that could potentially give rise to such a claim include, but are not limited to:
 - i. Reconsideration of decisions involving the zoning of property, where a previously made decision has created vested rights in favor of the property owner.
 - ii. Reconsideration of bid awards where an awardee has reasonably relied on a previous Council decision and has committed money and or resources to the project.
- d. The City Attorney will review any request for reconsideration to determine whether or not it creates a potential legal liability for the City and will advise the entire City Council either by way of privileged written communication or in executive session.

F. ATTENDANCE BY STAFF

The City Manager, City Attorney or Assistant City Attorney, and the City Clerk or Deputy City Clerk shall attend all regular meetings of the Council unless excused by the Mayor. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council. If the City Clerk and Deputy City Clerk are excused from an executive session, an alternate Clerk will be appointed. The City Clerk shall keep the official minutes and perform such other duties as may be required by the Council. The attendance of other staff members will be as directed by the City Manager. Notwithstanding the above, the City Attorney and City Manager need not attend City Council meetings wherein the only business transacted concerns interviews for Commission or Committee positions. In addition, neither the City Manager, City Attorney, or City Magistrate shall attend annual Council evaluations outside of their own evaluation, unless requested by the Council appointee.

G. CLARIFYING COUNCIL DIRECTION

When the Council gives general direction to the staff without voting on a motion, the City Manager will restate for the record the final direction given by the Council in order to avoid any confusion. If the Council disagrees with the restatement, they may make corrections setting forth the direction to be given.

H. RECORDING VOTES

1. On all voting matters, if the vote is other than unanimous, the Mayor shall state for

the record, and the Clerk shall have recorded in the minutes, all yea and nay votes. In the case of a tie vote on any motion, the motion fails. Any motion for approval which fails to receive a majority vote of the quorum shall be considered a denial of the proposal. Any motion for denial which fails to receive a majority vote of the quorum shall not be considered an approval of the proposal. A subsequent motion for approval of the proposal may then be made. A roll-call vote shall be taken upon the request of any Councilor.

2. If the Mayor calls out a vote count and a Councilor believes the vote count is incorrect, he/she must ask for a roll call at the time of the vote. Once announced, the vote total is final.

I. MINUTES OF THE MEETINGS

1. Minutes of all open meetings of the Council shall be kept by the Clerk and shall be entered in a book constituting the official record of the Council.
2. Appropriate technology recordings of all open Council meetings shall be retained for a minimum of three years and may, within the City Clerk's discretion, be retained for a longer period after the minutes of the meeting are approved.
3. If a person needs to refer to the details of a discussion, he/she should refer to the meeting's recording, in accordance with Section M of this Rule. The City Clerk will exercise his/her best discretion, in accordance with appropriate minute taking procedures, to assure that the substance of the meeting is recorded accurately and that the name of each person speaking is recorded.
4. If a member of the Council or the public presents written material they wish to have included in the official record of the meeting, this will be done. The material will be attached to the original minutes that will be kept on permanent file in the Clerk's office.
5. Copies will not be included with the minutes that are distributed. Copies of attachments will be made available to Councilors upon request.
6. The City Clerk will tape record executive sessions whenever possible. Either the recording or minutes will be maintained in accordance with A.R.S. § 38-431.03 and shall be kept confidential. If the City Clerk or Deputy City Clerk cannot attend an executive session due to a conflict of interest, the tapes or minutes for that session shall be retained in the City Manager's Office until the conflict has been resolved.

J. READING OF MINUTES

Minutes will not be read unless requested by a quorum of Councilors. Copies of the minutes shall be distributed to Councilors upon request. A master copy of the minutes is available for review in the City Clerk's Office prior to the meeting at which they are to be approved.

K. CORRECTIONS TO COUNCIL MINUTES

1. If a Councilor has corrections, other than substance, such as spelling or punctuation, he/she may call them into the City Clerk or present them in writing before the next meeting and they will be corrected accordingly.
2. All corrections that have been approved by the Council at a Council meeting will be made to the original minutes in question before the City Clerk signs the certification form.

L. ORDINANCES AND RESOLUTIONS

1. Generally, an ordinance is needed for: amending City Code, rezoning, levying any

- tax or assessment, annexations, and deannexations.
- 2. Generally, a resolution is needed for: intergovernmental agreements, development agreements, changes in rates or fees (including development impact and wastewater fees), selling real property, and authorization for eminent domain.
- 3. An emergency ordinance is a law or regulation enacted by a three-fourths vote of City Council and approved by the Mayor to address a threat to public safety, health, or welfare. An emergency declaration is a formal announcement by the Mayor that an emergency exists triggering the specific powers listed in SCC 2.10.040.

M. APPROPRIATE TECHNOLOGY OF MEETINGS

Councilors have the right, if they wish verbatim portions of a particular meeting, to use copies of the official media to obtain this information for themselves. An appointment shall be made for the appropriate media use. (If a Councilor requests the City Clerk to perform this task, it will be done when the Clerk can judiciously do it without impeding the City Clerk's official daily work.) Master recordings shall not be removed and must physically remain in the possession of the City Clerk's Office.

N. CONFLICTS OF INTEREST & ABSTENTIONS

- 1. Each Councilor has responsibility for compliance with the provisions of A.R.S. Title 38, Chapter 3 Article 8, concerning conflicts of interest. When a Councilor recognizes a conflict of interest, the member shall announce the conflict, refrain from discussion or voting on the matter and shall leave the dais. A Councilor should consult with the City Attorney well in advance of any decision where there may be a potential conflict of interest.
- 2. A Councilor may in certain situations choose to abstain from participation in a matter even though he/she does not have a legal conflict of interest. However, such abstentions, absent compelling personal convictions, ethical or professional rules, or a strong perception of a moral conflict of interest, are discouraged. Ultimate discretion concerning personal abstentions are, however, left to the discretion of the individual Councilor. In such cases, the Councilor should announce his/her decision to abstain before any discussion of the item in question begins, and should thereafter refrain from discussion and voting on the matter, and should leave the dais. By participating in discussion of an item, Councilors thereby waive their right to abstain from voting.
- 3. Abstention. If a Councilor wishes to abstain from voting, that member must do so prior to the issue being discussed and explain the abstention. A Councilor indicating an intention to abstain from voting may not participate in the discussion and should leave the dais.

O. MEETING TIME LIMITS

The Council will make every effort to comply with the proposed time limits established for each item on the agenda. However, any Councilor, after four (4) hours of meeting time has elapsed, may make a motion to recess the meeting to a date and time certain.

- 1. General
 - a. The Mayor may remind Councilors of these guidelines during a meeting.
 - b. Councilors are encouraged to read the packet ahead of time and submit questions to staff by the Monday of a Council meeting week.
 - c. As much as possible each Councilor should be given the opportunity to speak before a Councilor speaks a second time.

2. Time Monitoring

- a. It is not necessary to speak on every issue. When you do speak, do not ask questions that have already been answered, do not repeat information, make your point as quickly as possible, and be mindful of the time you take.
- b. The Mayor may interrupt a Councilor if he/she is repetitious or not on topic.
- c. The Mayor may remind the Council about time.
- d. The Mayor may limit discussion when it appears that statements are redundant and that the time has come to vote.

3. Agendas

- a. Placing items on the agenda that could be handled administratively should be avoided.
- b. Less time-sensitive items may be delayed to a later meeting when major substantive issues are on the agenda.
- c. The Mayor may take items out of order on the agenda after consulting with other Council members if it is determined to be in the best interest of facilitating the meeting.

4. Presentations

- a. Presentations and reports shall include detailed, written materials in the Council's packet. Speakers should present the key points only and not just read what is already in the Council packet.
- b. Presenters shall make every attempt to stay within the time designated on the agenda bill.

P. ORDER OF BUSINESS

1. Generally: The general order of business in regular meetings shall be as follows:

- a. Call to Order/Pledge of Allegiance/Moment of Silence
- b. Roll Call
- c. Moment of Art (Second Tuesday only)
- d. Consent Items
- e. Appointments
- f. Summary of Current Events by Mayor/Council/City Manager; Council Assignments
- g. Executive Session Report
- h. Public Forum
- i. Proclamations, Recognitions, and Awards
- j. Regular Business
- k. Requests for future meetings/agenda items. Councilors should be apprised of topics/issues that are being prepared for future Council agendas or possible executive session items
- l. Executive Session
- m. Return to Open Session
- n. Adjournment

2. Consent Items: Many items of business require action by the Council, but are of a routine and non-controversial nature. In order to expedite the public business and provide time for deliberation of non-routine matters, a Consent Items Section shall be used as follows:

- a. When any item of business requires action by the Council, but is routine, such items may be presented as part of the Consent Items Section.

- b. Any member of the Council, City staff, or the public may request that an item be removed from the Consent Items Section. All such items shall be considered individually and acted upon with a motion in the order in which they appeared in the Consent Items Section.
 - c. Whenever possible, Councilors should attempt to notify the Mayor and the City Manager, at least one hour before the meeting commences, of their intent to remove any item from the Consent Items Section.
 - d. Following the removal of items from the Consent Items Section, there shall be no debate or discussion by any Councilor regarding any items remaining in the Consent Items Section beyond asking questions for simple clarification.
 - e. The Consent Items shall be introduced by a motion “to approve the Consent Items” and shall be considered by the Council as a single item.
 - f. The motion to approve the Consent Items Section shall be equivalent to approval, adoption, or enactment of each motion, resolution, or other item of business exactly as if each has been acted upon individually. The motion of approval is only for those items that have not been removed from the Consent Items Section.
 - g. Removed Consent Items shall be discussed first under Regular Business.
3. Proclamations/Recognitions/Awards: 1. Proclamations proposed by organizations or individuals may be placed on the agenda with the sponsorship of any three Councilors, or 2. Proclamations, Recognitions, and Awards proposed by a Councilor require the sponsorship of two additional Councilors.
- a. Before placing a Proclamation on the agenda, due consideration should be given concerning whether the Proclamation is consistent with the City’s vision statement and the goals of the Community Plan. Those that promote a particular political or religious agenda will not be accepted.
 - b. All Proclamations must be submitted in accordance with the City’s established timeline for placing items on a Council agenda and are generally approved as part of the Consent Agenda prior to being presented. Proclamations will be read and presented only when the recipient of the Proclamation so requests and is present to receive it at the Council meeting where it is considered.
4. Summary of Current Events and Council Assignments: This portion of the agenda should be confined to items such as recent or upcoming meetings or events of interest to Councilors and the public and brief reports on Council assignments. It should not be used to state a position or deal with an issue. Such items should be agendaized for future meetings.

Q. TIME LIMITATIONS REGARDING PUBLIC PARTICIPATION

- 1. Public Forum: During the “Public Forum” at each regular Council meeting, each member of the public will generally be limited to three minutes to speak on matters not on the agenda, unless the Mayor reduces the limit to allow time for all speakers. If at the expiration of three minutes a request for additional time is made, the request will be considered at the sole discretion of the Mayor. During an open call to the public, individual Councilors may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, Councilors shall not discuss or take

legal action on matters raised during an open call to the public unless the matters were properly noticed for discussion and legal action.

2. Public Input Concerning Agenda Items: During the “Agendized Portion” of a Council meeting, each member of the public will generally be limited to three minutes per item, unless the Mayor reduces the limit to allow time for all speakers. Speakers may be granted additional time by the Mayor. In the event a Councilor verbally objects, a vote will be taken.
 - a. Individuals opposed to or supporting an agenda item will be recognized by the Mayor and must state his/her name and city of residence or county, then speak on the issue. In the interest of time, the Mayor may request that he/she does not repeat statements presented by previous speakers. If the person does not wish to speak, the person can simply state his/her name and position on the issue.
 - b. The Mayor may manage public input by asking the public:
 - i. To not repeat what previous speakers have said on the issue.
 - ii. That if they have nothing new to add to what other speakers have said, then to simply indicate they are for or against the item.
 - iii. For the next speaker to stand “on deck” to save time.
 - c. The Mayor may grant up to two additional minutes per speaker card to speakers representing two or more persons present at the meeting and who have filled out speaker cards.
 - d. Councilors may ask speakers questions at the conclusion of the public input period.
 - e. Any Councilor may make a procedural motion to re-open the public comment period, if it is perceived that members of the public wish to offer additional comments or rebuttal to matters presented after the original public comment period is closed. The Council will vote on the motion and if passed, the public comment period will be reopened.
3. Public Disruption: The Mayor has the authority to preserve order at all Council meetings, and may call for recess and/or remove for cause any person from any Council meeting. A member of the public who disrupts and is ordered removed from a Council meeting shall be excluded from the remainder of that meeting.
4. Planning and Zoning and Board of Adjustment Appeals: If the item before the City Council concerns an appeal from the Planning and Zoning Commission or an appeal from the Board of Adjustment Hearing Officer, the appealing party and the party defending the prior decision will each be given twenty (20) minutes to present their position and respond to questions from the Council. The Council will then allow public comment in accordance with the three-minute rule governing such comment. Following the public comment period, the appealing and defending parties will each have five (5) minutes for rebuttal. The Council will then ask questions, deliberate, and reach a decision on the appeal.
 - a. After an appeal from the Planning and Zoning Commission or the Board of Adjustment Hearing Officer has been filed and during the pendency of the appeal before the City Council, a member of the City Council may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the appeal, except at a meeting of the Council.
 - b. Notwithstanding Section a. above, no decision or action of the City Council

shall be invalid due to ex parte contact or bias resulting from ex parte contact with a member of the decision-making body, if the member of the decision making body receiving the contact:

- i. Places on the record the substance of any written or oral ex parte communications concerning the decision or action; and
- ii. Gives notice before or at the hearing of the parties' right to rebut the substance of the communication.

R. AGENDAS

1. Determination of Specific Items to be Included: Three Councilors, the City Manager, or a Department Head may request to have items placed on the agenda. Councilors wishing to place an item on a future agenda may make the request at a City Council meeting during Future Meeting/Agenda Items. If the item is of a time sensitive nature, the Councilor may contact the City Manager with the request. The City Manager shall be notified of all upcoming agenda requests from Councilors so that staff can be prepared.
 - a. An agenda item submitted by Councilors shall be placed on a regularly scheduled Council meeting agenda within two (2) meetings of the submitted request. The agenda item may be postponed because of other agenda item priorities as determined by the City Manager's agenda team.
 - b. The general public may have items placed on the agenda only through Councilors.
 - c. Requests by Councilors for information or reports concerning the administration of the City or matters having to do with actions of or failure to act by the City staff or amenable to administrative disposition shall not be placed on the agenda of any Council meeting until the City Manager shall have been given a reasonable opportunity to resolve the matter and to furnish the interested Councilor or Councilors with an explanatory statement.
 - d. The City Council may, by majority vote, identify items to be added to the agenda of a specified future Council meeting.
 - e. Items submitted by Department Heads for consideration as possible agenda items shall be presented to the City Manager and City Clerk under cover of a transmittal form, "Request for a City Council Agenda Item."
 - f. As soon as the "draft agenda" is set, the City Clerk shall distribute it by email to all members of the City Council.
 - g. Only in extraordinary circumstances and after approval of the Mayor should any additional agenda items be added to the City Council packet after its distribution.
 - h. Once Councilors receive their meeting packets, any typographical or housekeeping errors in ordinances or resolutions under consideration should be presented in writing to the Clerk before the meeting at which they are considered and the necessary changes will be made by the Clerk for consideration by the Council at the Council meeting.
2. Posting of Agendas: All agendas for regular meetings shall be posted in one (1) official public place as well as the City's website. All agendas will be publicized in the local newspaper on the Friday prior to the scheduled meetings. Agendas published in the newspaper will be marked "tentative," and will have the following disclaimer "This is an unofficial tentative agenda and is subject to change until

twenty-four (24) hours before the actual meeting. To review the final agenda(s), please consult with officially posted agenda(s) within twenty-four (24) hours of the meeting time.” Agendas will be posted by Friday, but in no case (other than an emergency meeting) later than twenty-four (24) hours prior to the meeting.

RULE 4 MAYOR, VICE MAYOR, DUTIES & SUCCESSION

A. MAYOR

1. Preservation of Order: The Mayor shall preserve order and decorum, decide all questions of order, prevent intrusion upon personalities or the impugning of members' motives, confine members in debate to the question under discussion, and conduct the meetings in accordance with parliamentary rules contained in Robert's Rules of Order (Revised). These Rules shall prevail in cases of conflict with Robert's Rules of Order.
2. Questions to be Stated: The Mayor shall state all questions submitted for a vote and announce the results. The recording of votes shall be in accordance with Rule 3, Section H.
3. Voting: The Mayor shall vote as a member of the Council.
4. Powers and Duties: The powers and duties of the Mayor are described in SCC 2.10.040.

B. VICE MAYOR

1. Designation/Election: At the Council meeting when new Councilors are seated following a general election, or in the case of a Vice Mayor vacancy, the Council shall designate one of its members as Vice Mayor, who shall serve, at the pleasure of the Council, until after the next general election. The designation process shall be as follows:
 - a. Each Councilor may nominate one Councilor, including self-nomination. Any nominated Councilor may withdraw their name at any time. After nominations close when no further nominations are offered, each nominee will have the opportunity to speak for three minutes while the ranked choice voting ballot shall be prepared by the City Clerk consisting of a list of all nominated candidates with spaces for ranking preferences (1st choice, 2nd choice, 3rd choice, etc.).
 - b. The City Clerk shall provide each Councilor with one ballot. Each Councilor shall rank the nominated candidates in order of preference (1st, 2nd, 3rd, etc.) on their ballot and may rank as many or as few as they choose. The City Clerk shall collect all of the ballots and read them out loud.
 - c. Votes are initially counted as first-choice votes. Each ballot counts as one vote for its highest-ranked active candidate. If a candidate receives a majority of the first-choice votes, that candidate is declared elected as Vice Mayor.
 - d. If no candidate obtains a majority of first-choice votes, the candidate with the fewest first-choice votes is eliminated. The ballots which had the eliminated candidate as its first choice are reallocated to the next-choice candidate still in the running. This elimination and reallocation process is repeated until one candidate obtains a majority of the active ballots. If at any point in the ranked choice counting process there is a tie for lowest first-choice votes and no clear elimination, the tie shall be resolved by lot (e.g., drawing names) by the City Clerk in the presence of the Council.
 - e. Once there are two active candidates, or the ballots become exhausted (i.e., no further ranked choices to allocate) and no candidate attains majority, then the candidate with the highest total of remaining votes is declared elected.

- Council shall resolve a tie among two active candidates by a majority vote.
- f. Once elected, the result is immediately announced, and the appointment shall be entered into the Council minutes.
 2. Duties: The Vice Mayor shall have the powers to perform the duties of the Mayor during the Mayor's absence or disability. In addition, the Mayor may delegate any ministerial duties to the Vice Mayor, including but not limited to, attendance and participation on non-City boards and committees.
 3. Acting Mayor: In the absence or disability of both the Mayor and Vice Mayor, the Council shall designate another of its members to serve as Acting Mayor who shall have all the powers, duties, and responsibilities of the Mayor during such absence or disability.

C. MAYOR SUCCESSION

1. Upon the death or resignation of the Mayor, the Vice Mayor shall assume the duties of the Mayor until an interim Mayor is appointed by the City Council. The Council will fill any such vacancy in no less than 30 days by electing the interim Mayor from among its members by ranked choice voting in the same manner as the Vice Mayor is elected (see Rule 5.B.1 above). The person elected will immediately take the Oath of Office before assuming the Mayoral duties and serve as Mayor until the next general election.
2. If the Vice Mayor is appointed by Council as the interim Mayor, the Council shall then immediately select one of its members as Vice Mayor, who shall serve at the pleasure of the Council until a new Vice Mayor is elected after the next general election.
3. If the Councilor selected as Mayor is in his/her first or second year of a four-year Council term, then upon fulfilling the remainder of the former Mayor's two-year term, he/she will re-assume his/her position as a Councilor and complete the remainder of his/her term. If such an appointee desires to run for the office of Mayor, upon declaring his/her candidacy, he/she will be required to relinquish his/her right to re-assume his/her former position as Councilor. Upon declaring a candidacy for Mayor, because a vacancy will be created for his/her former Council seat, the Council will fill that vacancy per the options set forth in A.R.S. § 9-235.
4. Any person appointed to fill the vacancy created by a Councilor assuming the position of Mayor, will serve only until the next general election, unless appointed for a longer term per the provisions of A.R.S. § 9-235.

D. COUNCILOR APPOINTMENT

1. Upon the death or resignation of a City Councilor, the City Clerk shall immediately advertise the vacancy, request applications from all interested and qualified citizens, and accept applications for a period of not less than three weeks.
2. After the application period is closed, City Council shall meet to determine which applicants will be interviewed. Applicants who receive a majority vote of Councilors present in a regular, open session shall be interviewed. A tie vote results in an applicant not being interviewed.
3. Appointments to City Council shall be made after an open session interview with the City Council and through a majority vote of Council. Council may hold an executive session to consider or discuss appointment of a Councilor.

RULE 5 CREATION OF COMMITTEES, BOARDS & COMMISSIONS

A. COMMITTEES, BOARDS AND COMMISSIONS

The Council by majority vote may create Committees, Boards, and Commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify which are not inconsistent with the City Code. No member of the City Council including the Mayor shall be allowed to independently form an official City committee, subcommittee, task force, or other body however designated.

B. MEMBERSHIP AND SELECTION OF COMMISSION OR BOARD MEMBERS

1. Individuals applying for a City Board or Commission must fill out and submit the City application form by the established deadline.
2. The City Council, and the Chair (or Vice Chair if the Chair is applying for reappointment) form the reviewing body and will interview applicants for commission seats and forward a recommendation for appointment to the Council.
3. If an existing Board or Commission member is seeking re-appointment and is the sole applicant, he/she may be interviewed at the discretion of the reviewing body.
4. In situations where a replacement is being selected who will fill less than six (6) months of a remaining term, the reviewing body may recommend to the Council that the selected candidate be appointed to serve for the remaining term, plus the next full term for that position.
5. .
6. Any Committee, Board, or Commission created shall cease to exist when abolished by a majority vote of the Council.

C. MEMBERSHIP AND SELECTION OF COUNCIL COMMITTEE MEMBERS

1. Council Committees may be formed and members appointed at the discretion of the Council or in the manner in which Boards and Commissions are formed.
2. Committees created through Council action are subject to the open meeting laws.
3. No Committee so appointed shall have powers other than advisory to the Council except as otherwise specified by ordinance, the City Code, or State Statute.

D. RESIDENCY REQUIREMENTS

1. Planning and Zoning Commission members shall be residents of the City of Sedona. The Historic Preservation Commission and any Committees it may appoint, may have a maximum of two members each who are not residents of the City of Sedona, but only if they have a direct connection to the City corporation limits, including but not limited to, situations such as being an employee within the City limits or owning a business or property within the City limits.
2. Special, single issue, Committees, like the Tourism Advisory Board, set up by the City Council shall be comprised primarily of City residents, but may have up to two non-resident members, but only if they have a direct connection to the City corporate limits such as being an employee within the City limits or owning a business or property within the City limits.

E. REMOVAL OF MEMBERS OF COMMITTEES, BOARDS & COMMISSIONS

The Council may remove any member of any Committee, Board or Commission by a majority vote of the Council, or as otherwise provided by State law, ordinance or City Code.

F. INAPPROPRIATE ACTION/BEHAVIOR OF BOARD, COMMITTEE, OR COMMISSION MEMBERS

1. Any Committee, Board, or Commission member may not use City staff or letterhead to support personal or non-City functions or fundraisers.
2. Members of any Board, Committee, or Commission shall not use his/her official office as a means of advancing personal opinions through public statements whereby an inference can be drawn that they are speaking on behalf of the City. Any such public statements shall contain clear language indicating that such statements are the opinions and comments of the individual and are not necessarily the position of the City of Sedona.

G. ATTENDANCE AT COUNCIL, COMMISSION, COMMITTEE, BOARD OR TASK FORCE MEETINGS

In order to ensure that open meeting laws are complied with, the following procedures will govern the attendance of Council, Commission, Committee, Board and Task Force members at meetings other than those of the body that the public official serves on:

1. All notices of official City meetings will contain appropriate wording regarding the possible attendance by City Council, Commission, Committee, Board or Task Force members, such as the following example:
"This is to notify the public that a quorum of members of the City Council or various other City Commissions, Committees, Boards, or Task Forces may be in attendance."
2. If, despite the precautions taken in Paragraph 1 above, a quorum of City Council, Commission, Committee, Board, or Task Force members appear at a public meeting, event, or private gathering, they will not congregate in a manner that would create a perception that the majority may be conducting City business.

Less than a quorum of Council may from time to time be invited to attend and participate in staff-initiated committees, task forces, or work group meetings that are not subject to open meeting laws.

RULE 6 CITIZENS' INTERACTION

A. ADDRESSING THE COUNCIL

1. Following submission of a Public Comment Card to the City Clerk and when recognized by the Mayor, anyone may address the Council on any subject not on the agenda during the "Public Forum" portion of the meeting. Remarks shall be addressed to the Council as a whole, and not to City staff or any member of the general public. There shall be no Council discussion of such unagendized issues, other than to refer the matter to staff, respond to a personal criticism, or have the matter placed on a future agenda.
2. To speak on specific agenda items at other times throughout the meeting, a member of the public must fill out a Public Comment Card and present it to the City Clerk before or during the time that agenda item is discussed. The person must fill out his/her name, city/town of residence, phone number, the agenda item he/she wishes to address, and the name of the group he/she represents, if any.
3. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council.

B. CONDUCT AT MEETINGS

1. Members of the public shall not engage in disorderly, disruptive, disturbing, delaying or boisterous conduct, such as, but not limited to, handclapping, stomping of feet, whistling, making noise, use of profane language or obscene gestures, yelling or similar demonstrations, when such conduct substantially interrupts, delays, or disturbs the peace and good order of the proceedings of the Council.
2. Members of the Council shall not, by disorderly, insolent, or disturbing action, speech, or otherwise, substantially delay, interrupt or disturb the proceedings of the Council.
3. Any person who becomes disruptive while attending a Council meeting in a manner that constitutes disorderly conduct per A.R.S. § 13-2904¹, may be requested to leave the meeting and, if necessary, the Mayor may request that the police escort the person from that particular meeting.

C. RESPONSE TO CITIZENS' COMPLAINTS

In response to a citizen's complaint, the Councilor may refer the complaint to the City Manager in accordance with provisions of Rule 2, Section I.

¹ A person commits disorderly conduct if, with the intent to disturb the peace or quiet of a ...person, or with knowledge of doing so, such person:

1. Engages in fighting, violent or seriously disruptive behavior; or
2. Makes unreasonable noise; or
3. Uses abusive or offensive language or gestures to any person present in a manner likely to provoke immediate physical retaliation by such person; or
4. Makes any protracted commotion, utterance or display with the intent to prevent the transaction of business of a lawful meeting, gathering or procession; or
5. Refuses to obey a lawful order to disperse issued to maintain public safety in dangerous proximity to a fire, a hazard or any other emergency; or
6. Recklessly handles, displays or discharges a deadly weapon or dangerous instrument.

D. WRITTEN COMMUNICATIONS

Interested parties or their authorized representatives may address the Council, in writing, regarding any matter concerning business over which the Council has control. All written comments will be included in the record and at the request of any Councilor the written comment may be read into the record.

RULE 7 PROCEDURE FOR COUNCIL AND CITY MANAGER (OR DESIGNEE) LIAISONS/REPRESENTATIVES TO PROVIDE INPUT TO REGIONAL BOARDS AND COMMITTEES

A. APPOINTMENT

Appointments shall be made by City Council at the Mayor's recommendation with input from the City Manager. Appointments will be revisited and possibly reassigned following City Council elections or resignation. Councilors may express interest in certain liaison roles; however, the final determination for the appointment will be a decision of the Council. New liaison roles will be approved by the City Council. City staff may be assigned in lieu of a City Councilor.

B. ROLES

Roles are defined in the categories of Informal Voluntary, Financial Relationship, and Shared Governance.

1. Informal Voluntary - liaisons to these organizations are voluntary based on interest from Councilors. Liaisons should limit activity to attending meetings, collecting information, and reporting back to Council. Councilors are discouraged from giving general reports except those that are limited to information relevant to the organization to which the liaison serves or as otherwise directed by Council.
2. Financial Relationship - liaisons to these organizations are established based on a significant, ongoing financial contribution, often resulting in a service contract (see Appendix A), MOU, IGA, or a specific service rendered in exchange for a fee. Liaisons should play a more active role in observing and assessing fiscal stewardship and alignment between funding and any stated goals or outcomes associated with funding from the City. Whenever practical, Council should provide input to liaisons so they can more effectively represent the City. Input could be related to seeking specific information from the organization such as annual reports or audits or direction given to advocate for certain outcomes. Liaisons should never vote or make commitments on anything without delegation from Council. The Council liaison and staff liaison should coordinate efforts to maximize effectiveness of both positions and eliminate possible conflicting information.
3. Shared Governance - liaisons should play the most active role; influencing the organization through voting, lobbying, and other means in the interest of the City. Whenever practical, Council should provide input to liaisons so they can more effectively represent the City. Input could be related to seeking specific information from the organization such as annual reports or audits or direction given to advocate for certain outcomes. Liaisons should not vote or make commitments on substantive items without reporting on the vote or commitment at the next Council meeting. The Council liaison and staff liaison should coordinate efforts to maximize effectiveness of both positions and eliminate possible conflicting information.

C. REPORTS TO COUNCIL

After appointment to a Board or Committee, the Council representative should periodically report items of significance to the Council as part of the Council Assignments portion of City Council meetings and may also wish to provide periodic updates to the City Manager.

D. DIRECTION FROM COUNCIL

1. Upon the request of the Council representative, issues may be agendaized for

Council consideration before the next Board or Committee meeting so the representative may receive instruction and direction from the Council. Staff may also participate in and make a recommendation to the Council.

2. The City Council will deliberate and indicate by motion the instruction and direction which the representative is to present in representing the City before regional Boards and Committees.

E. SPEAKING ON BEHALF OF COUNCIL

1. If a Councilor appears before any federal, state, regional, county or other governing body, board or committee, and has not received any direction from the City Council as a whole concerning matters which are being discussed, any comments or statements made by said Councilor should clearly indicate that the Councilor is speaking only as an individual and that his/her comments should not be construed as representing the views of the City of Sedona or the Sedona City Council. (See Rule 2, Section F, Paragraphs 1 and 2)
2. Where time constraints require immediate input on behalf of the City, and where the Councilor has a substantial good-faith basis for assuming that there would be strong Council support and there is support for the particular issue in the Community Plan and/or Strategic Plan, the Councilor may proffer a tentative City position and shall thereafter give, within twenty-four (24) hours, written notice to other Councilors and the City Manager of the position taken.

CITY OF SEDONA POLICIES

POLICY A LIQUOR LICENSE APPLICATIONS

The Sedona City Council shall consider all applications for Liquor Licenses in accordance with Arizona Revised Statutes, Title 4, unless that authority has been delegated to City staff by an official Council Resolution.

POLICY B ELECTRONIC MAIL (E-MAIL) AND INTERNET POLICY

A. COUNCIL SPECIFIC PROVISION

City Councilors may communicate with each other via e-mail concerning City business under the following conditions and in compliance with the Open Meeting and Public Records laws:

1. E-mail communications concerning City business or City related issues are considered public records. If an email related to City business is received by an account other than a City email account, this email shall be forwarded to the official City email account for records preservation. The email will be preserved and made available for public inspection.
2. E-mail cannot be used as a means of discussion of City business between all or a quorum of members of the City Council.
3. E-mail cannot be used as a means of taking straw polls on City issues.
4. E-mail cannot be used to facilitate a form of "hub and spoke" communication whereby one Councilor acts as a go-between disseminating communications between other Councilors. In summary, communication by e-mail cannot be used as a means of circumventing the open meeting laws.
5. A Councilor may use e-mail to distribute informational material to all other Councilors through the City Clerk. However, such distribution should not be made with the intent to initiate responses from other Councilors. Any discussion of such informational communication should be reserved for public City Council meetings.
6. E-mail communication to or from the City Attorney concerning pending litigation or legal advice should contain a warning in the subject line stating: "Confidential Attorney-Client Privileged." A corresponding copy of the e-mail should also be sent to the City Clerk's direct e-mail address. The Clerk will make a hard copy of the e-mail and maintain it in a confidential non-public file. Such communications should also contain the following boilerplate at the end of the communication:

The information contained in this message is attorney/client privileged and/or confidential information intended only for the use of the individual or individuals named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or printing of this communication is strictly prohibited. If you have received this message in error, please notify us immediately by telephone at 928-204-7200 (or by reply e-mail) and delete this message.

Thank you.

B. CITY WIDE E-MAIL INTERNET POLICY

This policy is located at:

<https://intranet.sedonaaz.gov/departmentsDocuments/view.aspx?PK=21305>

POLICY C TRAVEL POLICY FOR COUNCILORS

The City of Sedona Travel Policy, applicable to the Council, is located at:

 [Travel Policy 2025.01 FINAL.docx](#)

CITY OF SEDONA APPENDIX

APPENDIX A SERVICE CONTRACT POLICY LANGUAGE

The City of Sedona has a long established practice of using public funds to support not-for-profit organizations through contractual agreements. The organizations funded through these service contracts provide services to City residents that the City does not provide. While all of the services within this category are not mandatorily provided by a municipality, it has been determined that the desire/need for those services has broad based citizen support and provides a community benefit. It has also been determined that in the absence of these organizations, the City may provide these services directly.

There may be other not-for-profit organizations that also provide strong community benefits, and may be desirous of entering into a contractual arrangement with the City of Sedona for ongoing operational support. At this time the City has determined that the list of existing services/service contracts are beneficial to the community and sustainable by the City. Given the City's longstanding commitment to the existing service contract organizations, the contract program for these organizations should be maintained.

If other not-for-profit organizations came forward with a compelling justification for a new community service contract, prior to being presented to the Sedona City Council, a sustainable funding source would need to be identified to sufficiently fund the service into the future.

New service contract requests must also meet the following criteria:

- Be a not-for-profit organization as defined by the IRS
- Be seeking funding for a program/project that is non-religious and non-political
- Provide a benefit for the entire community
- Principally serve community needs within the boundaries of the City
- Demonstrate a broad based citizen support for funding that service with public funds.

Should an organization meet the above criteria, the City Manager and/or two City Councilors may request the item be placed on a City Council agenda for further discussion/consideration.

**APPENDIX B CITY OF SEDONA LEGISLATIVE AGENDA, CITY COUNCIL
PROTOCOLS & GUIDELINES FOR LEGISLATIVE AFFAIRS**

[insert final Agenda and Protocols & Guidelines as adopted by Council]



CITY COUNCIL AGENDA BILL

AB 3066
January 13, 2026
Regular Business

Agenda Item: 9g

Proposed Action & Subject: Discussion/possible action regarding future meeting/agenda items.

Department City Manager

Time to Present 2 Minutes

Total Time for Item 5 Minutes

Other Council Meetings Included in City Council regular meeting agenda packets as of May 14, 2024

Exhibits A. Future Agenda Items

Finance Approval	Reviewed 12/22/25 BGW	Expenditure Required \$ N/A Amount Budgeted \$ N/A Account No. N/A (Description)
City Attorney Approval	Reviewed 12/22/25 KWC	
City Manager's Recommendation	Reviewed 12/22/25 ABS	

SUMMARY STATEMENT

Background: Council requested a document showing future agenda items be added to the Council packet going forward. Attached as Exh. A is the Future Agenda Items document for review and discussion, and possible direction purposes.

Climate Action Plan/Sustainability Consistent: ☐ Yes - ☐ No - ☒ Not Applicable

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None

MOTION

I move to: For presentation and direction only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Estimated Total Time
1/13/2026	Tuesday	2:00 p.m.					
				Discussion/consideration regarding the employment, assignment, and appointment of Planning & Zoning applicant including interview of the following applicant. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).	Special	Cook/Garner	60 min
1/13/2026	Tuesday	3:30 p.m.					
				Discussion and consultation for legal advice with the City Attorney, to consider the City's position, and instruct its attorneys regarding pending or contemplated litigation or settlement discussions in order to avoid or resolve litigation in the matter of Airport 89A, LLC's A.R.S. 12-1134 notice of claim regarding Yavapai County APN 408-26-001D and Wright Living Trust's A.R.S. 12-1134 notice of claim regarding Yavapai County APN: 408-25-038K. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4).	Executive Session	Christianson	30 min
1/13/2026	Tuesday	4:30 p.m.					
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of \$70,000.	Consent	Harris	NA
				AB 3308 Approval of Acceptance of Federal Historic Preservation Fund Certified Local Government Pass-Through Grant in the amount of \$20,000.	Consent	Meyer	NA
				AB 3310 Discussion/possible action regarding entering an agreement with Job Order Contracting for Pavement Preservation Projects.	Regular	Harris/Ebers	NA
				AB 3307 Discussion/possible action to approve change order from Zetron Inc., in the amount of \$755,531 for the PD-02 Radio Signal Project CIP.	Regular	Foley	60 min

				AB 3302 Presentation/discussion regarding Regional Housing Initiatives by the Verde Valley Community Development Organization (VVCD).)	Regular	Allender	60 min
				AB 3133 Discussion/possible action regarding the future of the Historic Preservation Commission.	Regular	Meyer	60 min
				AB 3313 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation, lobbying efforts, and State budget and their potential impact on the City of Sedona.	Regular	Browne	30 min
				AB 3066 Discussion/possible action regarding future meeting and agenda items.	Regular	Spickard	5 min
1/14/2026	Wednesday	1:00 p.m.					
				AB 3286 Presentation/discussion/possible direction for CIP Planning and Priority Setting.	Special		5 hours
1/27/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session		
1/27/2026	Tuesday	4:30 p.m.					
					Consent		
				AB 3309 Approval of a Resolution calling the 2026 Primary Election for the offices of City Councilor (three seats with four-year terms) and Mayor (two-year term). A potential proposal for Alternative Expenditure Limitation (AEL)/Home Rule - and to call the 2026 General Election , if needed.	Consent	Cook	NA
				Approval of Contract Amendment 1 with Quality Testing, LLC for professional services associated with project SIM 3A – Uptown Sedona Parking Garage in the amount of \$95,801.00	Consent	Harris/Welch	NA
				AB 3316 Presentation/discussion regarding the Annual Audit findings and Annual Comprehensive Financial Report (ACFR) for the City of Sedona for Fiscal Year 2024-2025.	Regular	Whitehorn	60 min

				AB 3311 Request for approval to pursue the FY26 Better Utilizing Investments to Leverage Development (BUILD) Grant of approximately \$2,300,000 from the U.S. Department of Transportation for the construction of SIM-11T "Coffee Pot Shared Use Path". Applications are due February 24th, 2026.	Regular	Phillips	45 min
				AB 3303 Discussion/possible action regarding Uptown Parking Management Strategies, including updates on the Parking Management System, Possible Residential Parking Permit Program, city managed parking lot integration efforts, employee parking considerations, and parking fees.	Regular	Wagner	3 hours
1/28/2026	Wednesday	2:00 p.m.					
				Discussion/consideration regarding the employment, assignment, and appointment of Tourism Advisory Board applicants including interview of the following applicants. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).	Special	Cook/Garner	5 hours
2/10/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session	Christianson	
2/10/2026	Tuesday	4:30 p.m.					
				AB 3299 Public hearing/discussion/possible action regarding Goodrow Housing: a request for approval of Zone Change from RS-10 (Single-Family Residential, 4 units per acre) to RM-3 (High-Density Multifamily, 20 units per acre) and Development Agreement to allow for the construction of 51 multifamily units at 60 Goodrow Lane. The subject property is ±2.9 acres and is located approximately 250 feet north of the intersection of Goodrow Lane and W State Route 89A (east of The Wilde Resort and Spa). APN: 408-24-069 Project/Case Number: Goodrow Housing /PZ24-00011 (ZC, DA) Owner/Applicant: BCT Sedona Multifamily, LLC (Basil Maher, Bruce Taylor)	Regular	Meyer	60 min

				AB 3273 Approval of Amendment 1 to the Agreement that was executed on April 18, 2022 with Electrify America for the Electric Vehicle charging stations being installed in the Uptown Parking Garage.	Regular	Harris/Welch	60 min
				AB 3312 Discussion/possible action for Curbside Yard Waste Collection Program - Amendment #4 to increase the contract to 40 workdays and NTE \$XXXXXX with Eco Green Services LLC dba Arborist Standards Tree Care.	Regular	Harris	10 min
2/11/2026	Wednesday	1:00 p.m.					
				AB 3285 Discussion/possible action of Decision Package Planning as part of the FY27 budget cycle.	Special		5 hours
2/24/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session		
2/24/2026	Tuesday	4:30 p.m.					
					Consent		
				Housing item Tony Allender	Regular	Allender	45 min
				AB 3315 Discussion/possible direction regarding updated building codes.	Regular	Mertes	2.5 hours
2/25/2026	Wednesday	4:30 p.m.					
				AB 3263 Discussion/possible action regarding sustainability programming initiatives.	Special		2 hours
3/10/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session		
3/10/2026	Tuesday	4:30 p.m.					
					Consent		
				AB 3276 Public hearing/presentation concerning whether the City of Sedona should extend the Alternative Expenditure Limitation – Home Rule Option with regard to the City Budget. This is the first of two public hearings, and this issue would be placed on the August 4, 2026 ballot for voter approval.	Regular	Whitehorn	60 min

				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXXXXXX, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of \$XXXXXXX.	Regular	Phillips	45 min
3/11/2026	Wednesday	1:00					
				AB 3314 Follow up discussion/possible direction regarding CIP Planning and Priority Setting and Decision Package Planning for FY27 budget cycle.	Special	Whitehorn/Dickey	5 hours
3/24/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session	Christianson	
3/24/2026	Tuesday	3:30 p.m.					
				AB 3276 Presentation/second public hearing regarding the extension of the City of Sedona's Alternative Expenditure Limitation – Home Rule Option and the placement of that issue on the August 4, 2026 ballot for voter approval.	Special	Whitehorn	30 min
3/24/2026	Tuesday	4:15 p.m.					
				AB 3276 Discussion/possible action regarding a Resolution approving the extension of the Alternative Expenditure Limitation – Home Rule Option (the vote requires a super majority of the City Council) and putting the issue on the August 4, 2026 ballot for voter approval.	Special	Whitehorn	15 min
3/24/2026	Tuesday	4:30 p.m.					
					Consent		
					Regular		
3/25/2026	Wednesday	3:30 p.m.					
				Tony Allender Housing	Special		3 hours
4/14/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session	Christianson	

4/14/2026	Tuesday	4:30 p.m.					
					Consent		
					Regular		
4/15/2025	Wednesday	1:00 p.m.					
				Work Session #1 Budget	Special		5 hours
4/22/2026	Wednesday	8:00 a.m.					
				Work Session #2 Budget	Special		9 hours
4/23/2026	Thursday	8:00 a.m.					
				Work Session #2 Budget	Special		9 hours
4/28/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session	Christianson	
4/28/2026	Tuesday	3:45 p.m.		Amend bylaws of the Sedona Wastewater Municipal Property Corporation (SWMPC)	SWMPC		30 min
4/28/2026	Tuesday	4:30 p.m.					
					Consent		
					Regular		
4/29/2026	Wednesday	4:30 p.m.					
				1st Work Session/listening session off-site CC	Listening Session		2 hours
5/12/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session	Christianson	
5/12/2025	Tuesday	4:30 p.m.					
					Consent		
					Regular		
5/13/2026	Wednesday	4:30 p.m.					
5/26/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session	Christianson	

5/26/2026	Tuesday	4:00 p.m.					
				Presentation/discussion/possible direction regarding an Overview of Community Facilities Districts (CFD) and allowable uses of CFD funds.	Joint Mtg. Sedona Summit II CFD & Fairfield CCFD Board of Directors	Whitehorn	15-30 min
				Discussion/possible action regarding approval of minutes from June 24, 2025.			
				Public hearing/discussion/possible action regarding adoption of a Resolution approving the Tentative Budget for fiscal Year 2026-27.			
5/26/2026	Tuesday	4:30 p.m.					
					Consent		
				AB 3289 Public hearing/discussion/possible action regarding approval of the Tentative City Budget for Fiscal Year 2026-2027.	Regular	Whitehorn	90 min
5/27/2026	Wednesday	4:30 p.m.					
				Tentative Hold AB 3315 Discussion/possible direction regarding updated building codes.	Special	Mertes	2.5 hours
6/9/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session	Christianson	
6/9/2026	Tuesday	4:30 p.m.					
					Consent		
					Regular		
6/10/2026	Wednesday	4:30 p.m.					
					Special		
6/23/2026	Tuesday	3:00 p.m.					
				TBD	Executive Session	Christianson	
6/23/2026	Tuesday	3:45 p.m.					

				Discussion/possible action regarding approval of minutes from May 27, 2025.	Sedona Summit II CFD & Fairfield CCFD Board of Directors		
				Public hearing/discussion/possible action regarding adoption of a Resolution approving the Final budget for fiscal year 2026-27 for the Sedona Summit II CFD.			
				Public hearing/discussion/possible action regarding adoption of a Resolution approving the Final budget for fiscal year 2026-27 for the Fairfield Community CFD.			
6/23/2026	Tuesday	4:00 p.m.					
				AB 3290 Public Hearing/discussion/possible action regarding approval of a Resolution adopting the City of Sedona's Budget for Fiscal Year 2026-27.	Special	Whitehorn	30 min
6/23/2026	Tuesday	4:30 p.m.					
					Consent		
					Regular		
6/24/2026	Wednesday	4:30 p.m.					
					Special		