

**IN-PERSON MEETING**

ADOT Northcentral District Offices  
1959 S. Woodlands Village Blvd.  
Flagstaff, AZ 86001

Regular meetings and work sessions are open to the public. Persons with a disability may request a reasonable accommodation by contacting MetroPlan via email at [planning@metroplanflg.org](mailto:planning@metroplanflg.org). The MetroPlan complies with [Title VI of the Civil Rights Act](#) of 1964 to involve and assist underrepresented and underserved populations (age, gender, color, income status, race, national origin, and LEP – Limited English Proficiency.) Requests should be made as early as possible to allow time to arrange the accommodation.

PURSUANT TO A.R.S. §38-431.02, as amended, NOTICE IS HEREBY GIVEN to the general public that the following Notice of Possible Quorum is given because there may be a quorum of MetroPlan’s Technical Advisory Committee present; however, no formal discussion/action will be taken by members in their role as MetroPlan Technical Advisory Committee.

**Public Questions and Comments must be emailed to [planning@metroplanflg.org](mailto:planning@metroplanflg.org) prior to the meeting or presented during the public call for comment.**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the MetroPlan Executive Board and to the general public that, at this regular meeting, the MetroPlan Executive Board may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the MetroPlan Executive Board’s attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*

**EXECUTIVE BOARD MEMBERS**

- Miranda Sweet, Vice Mayor of Flagstaff, Chair
- Judy Begay, Coconino County Board of Supervisors, Vice-Chair
- Austin Aslan, Flagstaff City Council
- Tony Williams, Mountain Line Board of Directors
- Becky Daggett, Mayor of Flagstaff
- Jamescita Peshlakai, Arizona State Transportation Board Member
- Jeronimo Vasquez, Coconino County Board of Supervisors
- Patrice Horstman, Coconino County Board of Supervisors (*alternate for J Vasquez*)
- Anthony Garcia, Flagstaff City Council (*alternate for B Daggett*)

**METROPLAN STAFF**

- Kate Morley, Executive Director
- David Wessel, Planning Manager
- Mandia Gonzales, Transportation Planner
- Sandra Tavel, Transportation Planner
- Kim Austin, Transportation Demand Manager
- Corey Cooper, Safe Routes to School Coordinator
- Ty Holliday, Montoya Fellow

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**MEETING GOALS:**

*To share successes from the past year, identify a Vision Zero Policy, and set MetroPlan priorities for projects on the ADOT system in the region.*

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**A. PRELIMINARY GENERAL BUSINESS**

**1. CALL TO ORDER**

**2. WELCOME AND INTRODUCTIONS**

MetroPlan Staff: Dave Wessel

**3. PUBLIC COMMENT**

*At this time, any member of the public may address the Board on any subject within their jurisdiction that is not scheduled before the Board on that day. Due to Open Meeting Laws, the Board cannot discuss or act on items presented during this portion of the agenda. To address the Board on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.*

**4. APPROVAL OF MINUTES** (Pages 5-10)  
Executive Board Regular Meeting Minutes of January 9, 2025

**5. CONSENT AGENDA** (Pages 11-19)  
*Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board.*

- *Consider Safe Streets Master Plan Intergovernmental Agreement with Coconino County*

**B. GENERAL BUSINESS**

**1. SAFE ROUTES TO SCHOOL CONTRACT** (Pages 20-81)

MetroPlan Staff: Corey Cooper

*Recommendation:* Staff recommends the Board approve a master contract and three task orders with Nelson/Nygaard Consulting Associates, Inc. for the Safe Routes to School Infrastructure Project.

**2. STRATEGIC GRANTS PLAN UPDATE** (Pages 82-102)

MetroPlan Staff: Sandra Tavel

*Recommendation:* Staff recommend the Executive Board adopt the updated Strategic Grants Plan FY25-28

**3. YEAR IN REVIEW**

MetroPlan Staff: David Wessel

*Recommendation:* None. This item is for discussion only.

**4. REGION-WIDE MAJOR PROJECT STATUS UPDATES**

MetroPlan Staff: Kate Morley

*Recommendation:* None. This item is for discussion only.

**BREAK**

**5. CONSIDER REGIONAL PRIORITY PROJECTS ON ARIZONA DEPARTMENT OF TRANSPORTATION ROADS | PRIORITIZATION ACTIVITY**

MetroPlan Staff: Sandra Tavel

*Recommendation:* Adopt Regional Priority Projects on Arizona Department of Transportation Roads

**6. VULNERABLE ROAD USERS (VRU) | VISION ZERO ACTIVITY**

MetroPlan Staff: Mandia Gonzales

*Recommendation:* None. This item is for discussion only.

**BREAK**

**7. CONTINUE REGIONAL PRIORITY PROJECTS ON ARIZONA DEPARTMENT OF TRANSPORTATION ROADS | PRIORITIZATION ACTIVITY**

MetroPlan Staff: Sandra Tavel

*Recommendation:* Adopt Regional Priority Projects on Arizona Department of Transportation Roads

**8. WRAP UP/NEXT STEPS**

MetroPlan Staff: Dave Wessel/ Kate Morley

**C. CLOSING BUSINESS**

**1. ITEMS FROM THE BOARD**

*Board members may make general announcements, raise items of concern, or report on current topics of interest to the Board. Items are not on the agenda, so discussion is limited, and action not allowed.*

**2. NEXT SCHEDULED MEETING**

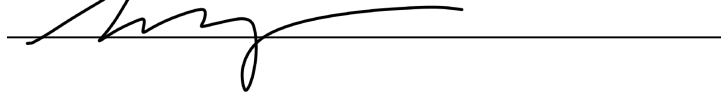
Executive Board | March 6, 2025  
Technical Advisory Committee | April 23, 2025

**3. ADJOURN**

*The Transportation Improvement Program (TIP) includes the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) final program of projects for Sections 5307 and 5339 funding under the Federal Transit Administration unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects. The MetroPlan Public Participation Plan (PPP) provides public participation notices and processes for NAIPTA as required to meet federal and state requirements for public participation and open meetings.*

**CERTIFICATION OF POSTING OF NOTICE**

*The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Mountain Line Front Office and MetroPlan’s website on 2/6/2025 at 12:00 pm.*



*Mandia Gonzales, Transportation Planner*

*Dated this* 2/6/2025



# Meeting Minutes

## Executive Board Meeting

1:00 – 3:00 PM  
January 9, 2025

### Teams Virtual Meeting

Join on your computer, mobile app or room device.

[Join the meeting now](#)

Meeting ID: 262 389 214 086

Passcode: acrPar

### In-Person Location

City Hall  
City Council Chambers  
211 W. Aspen  
Flagstaff, AZ 86001

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**Public Questions and Comments must be emailed to [planning@metroplanflg.org](mailto:planning@metroplanflg.org) prior to the meeting or presented during the public call for comment.**

### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the MetroPlan Executive Board and to the general public that, at this regular meeting, the MetroPlan Executive Board may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the MetroPlan Executive Board’s attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

### EXECUTIVE BOARD MEMBERS

- Miranda Sweet, Vice Mayor of Flagstaff, Chair
- Judy Begay, Coconino County Board of Supervisors, Vice-Chair
- Austin Aslan, Flagstaff City Council - *arrived at 1:02*
- Tony Williams, Mountain Line Board of Directors
- Becky Daggett, Mayor of Flagstaff - *Excused*
- Jamescita Peshlakai, Arizona State Transportation Board Member
- Jeronimo Vasquez, Coconino County Board of Supervisors – *arrived at 1:04*
- Patrice Horstman, Coconino County Board of Supervisors (*alternate for J Vasquez*)
- Anthony Garcia, Flagstaff City Council (*alternate for BDaggett*)

### METROPLAN STAFF

- Kate Morley, Executive Director
- David Wessel, Planning Manager
- Mandia Gonzales, Transportation Planner
- Sandra Tavel, Transportation Planner
- Kim Austin, Transportation Demand Manager
- Corey Cooper, Safe Routes to School Coordinator
- Ty Holliday, Montoya Fellow
- Aubree Flores, AmeriCorp Fellow

Others in attendance: Andy Bertelsen (Coconino County), Marlene White (ADOT), Paul Mood (City of Flagstaff, Ruth Garcia (ADOT), Brenden Foley (ADOT), Dawn Keevma.

**A. PRELIMINARY GENERAL BUSINESS**

**1. CALL TO ORDER**

Chair Sweet called the meeting to order at 1:00 pm

**2. ROLL CALL**

See above

**3. PUBLIC COMMENT**

*At this time, any member of the public may address the Board on any subject within their jurisdiction that is not scheduled before the Board on that day. Due to Open Meeting Laws, the Board cannot discuss or act on items presented during this portion of the agenda. To address the Board on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.*

None provided.

**4. APPROVAL OF MINUTES**

Executive Board Regular Meeting Minutes of December 5, 2024

Motion: Board member Begay made a motion to approve minutes. Board member Williams second the motion. None opposed. Motion passed.

**5. CONSENT AGENDA**

*Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board.*

There were no items on the consent agenda.

**B. GENERAL BUSINESS**

**1. TITLE VI TRAINING**

ADOT Staff: Marlene White

Recommendation: None

Arizona Department of Transportation (ADOT) Civil Rights Coordinator provided the annual Title VI training for the Executive Board Members and MetroPlan Staff.

## 2. PUBLIC PARTICIPATION PLAN ADOPTION

MetroPlan Staff: Mandia Gonzales

Staff member Gonzales provided a presentation that discussed the changes proposed in the update to the MetroPlan Public Participation Plan.

**Motion:** Board member Garcia made a motion to approve the MetroPlan 2024 Public Participation Plan. Board member Williams seconded the motion. None opposed. Motion passed.

## 3. CALENDAR YEAR 2025 EXECUTIVE BOARD MEETING CALENDAR AMENDMENT

MetroPlan Staff: Kate Morley

Director Morely discussed changes to amend the 2025 Executive Board calendar.

**Motion:** Board member Vasquez made a motion to amend the Calendar Year 2025 (CY25) Executive Board Meeting calendar as presented. Board member Begay second the motion. None opposed. Motion passed.

## 4. SS4A INTERGOVERNMENTAL AGREEMENT | CITY OF FLAGSTAFF

MetroPlan Staff: David Wessel

Staff member Wessel provided a presentation of the project overview, highlights of the future plan that will inform the final scope of work.

**Motion:** Board member Vasquez made a motion to approve the board authorize the Executive Director to execute the Safe Streets Master Plan Intergovernmental Agreement with the City of Flagstaff once finalized. Board member Williams sectioned the motion. None opposed. Motion passed.

## 5. SUBRECIPIENT AGREEMENT FOUR WITH CITY OF FLAGSTAFF

MetroPlan Staff: Kate Morley

Directory Morely provided a presentation on the history and overview of recommended amendment.

**Motion:** Board member Begay made a motion to approve the Fourth (4<sup>th</sup>) Amendment to the Master Subrecipient Agreement with the City of Flagstaff. Board member Garcia second the motion. None opposed. Motion passed.

## 6. 5305E APPLICATION ON BEHALF OF AZTA

MetroPlan Staff: Kate Morley

Director Morely provided a presentation of the benefits, goals, and risks related to the application process.

**Motion:** Board member Aslan made a motion to authorize MetroPlan to 1) apply for 5305e funds for the Arizona Transit Association (AzTA) Communications Plan and 2) execute grant agreement upon award. Board member Williams second the motion. None opposed. Motion passed.

## 7. LEGISLATIVE AGENDA UPDATE

MetroPlan Staff: Sandra Tavel

Staff member Tavel provided an update and review of the MetroPlan, federal, and state legislative items for 2025.

## 8. VULNERABLE ROAD USERS' SAFETY ACTION PLAN | DRAFT

MetroPlan Staff: Mandia Gonzales & Ty Holliday

Staff member Gonzales provided a presentation on the draft findings of the Vulnerable Road Users Safety Action Plan. This provided crash trends, public outreach, and new data sets. Staff Holliday provided an understanding and use of the Risk Exposure Assessments.

- Member Williams: Requested to share this presentation with the Mountain Line Board & TAC
- Chair Sweet: Requested to share the VRU Risk Assessment with City Council
- Chair Sweet: Would like to connect the contact from Hullabaloo event with public outreach/VRU educational campaign
- Member Garcia: It would be interesting to share benefits & impact of roundabouts in public outreach / education and emphasize zero serious injuries and fatalities for bike/ped/roll (VRUs) in roundabouts in the city of Flagstaff
- Member Vasquez: Requested to include biking with traffic and walking against traffic as safer practices in educational campaigns & public outreach



## 9. SAFE ROUTES TO SCHOOL (SRTS) UPDATE

MetroPlan Staff: Corey Cooper

Staff member Cooper provided an update on the conditions around local schools. Cooper stated data collection is continuing, more information to come with future recommendations.

## 10. TRANSPORTATION DEMAND MANAGEMENT (TDM) UPDATE

MetroPlan Staff: Kim Austin

Staff member Austin provided an update on the Safer People Campaign to produce an education campaign that focuses on the Safe System Approach. Additionally, Austin provided an overview of the Transportation Demand Management Action Plan and draft video of the campaign.

## 11. METROPLAN HAPPENINGS

MetroPlan Staff: Kate Morley

Director Morely provided an update on MetroPlan Happenings summarizing staff and project updates.

## C. CLOSING BUSINESS

### 1. ITEMS FROM THE BOARD

*Board members may make general announcements, raise items of concern, or report on current topics of interest to the Board. Items are not on the agenda, so discussion is limited, and action not allowed.*

Member Begay requested that MetroPlan share the information that MetroPlan is working on and to continue working with FUSD.

Member Garcia thanked staff for their presentations and work with partner agencies.

### 2. NEXT SCHEDULED EXECUTIVE BOARD MEETING

Annual Strategic Advance | **February 13, 2025 (TBD)**

### 3. ADJOURN

Meeting adjourned at 2:53

*The Transportation Improvement Program (TIP) includes the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) final program of projects for Sections 5307 and 5339 funding under the Federal Transit Administration unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects. The MetroPlan Public Participation Plan (PPP) provides public participation notices and processes for NAIPTA as required to meet federal and state requirements for public participation and open meetings.*



# METROPLAN

GREATER † FLAGSTAFF

## STAFF REPORT

**REPORT DATE:** January 27, 2025

**MEETING DATE:** February 11, 2025

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** David Wessel, Planning Manager

**SUBJECT:** Consider Authorizing Executive Director to execute Safe Streets Master Plan Intergovernmental Agreement (IGA) with Coconino County, once finalized.

### 1. RECOMMENDATION:

Staff recommends that the Board authorize the Executive Director to execute the Safe Streets Master Plan Intergovernmental Agreement with Coconino County once it is finalized.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 2.** Deliver Plans that Meet Partner and Community Needs

**Objective 2.4:** Position partners for successful implementation of plans.

### 3. BACKGROUND:

#### Grant Award

MetroPlan was awarded a Safe Streets and Roads for All (SS4A) supplemental planning grant to produce a Safe Streets Master Plan. Numerous stakeholders view a master plan as critical to bridge the gap between high-level policy and detailed engineering standards. The City of Flagstaff will provide \$500,000 cash and in-kind match for the award of \$2,140,000. A cash match of \$35,000 is provided by Mountain Line and Coconino County. The project total is \$2,675,000.

The project scope in the grant application includes Complete Streets guidelines, a master plan, an interactive mapping tool, and revisions to codes and standards. The project will also identify projects and strategies with a particular emphasis on safety. The scope is proposed to take four years to complete.

#### IGA Highlights

The IGA is based on the IGA with the City of Flagstaff for this project which the Executive Board previously authorized the Executive Director to sign. In addition to the City and County IGAs there will be



# METROPLAN

GREATER † FLAGSTAFF

a sub-agreement to the master IGA with Mountain Line. As of this writing, the City IGA has been reviewed by MetroPlan legal counsel and the IGA modified for County consideration has been submitted to the County Attorney's office through the Public Works Department. Notable provisions include:

- Term: 5 years from the date of the grant agreement. The SS4A grant agreement with FHWA was signed in early December 2024.
- Funding/Budgeting: 15% of the budget will be held as a contingency to better assure that high-priority items agreed to by the Parties can be completed.
- MetroPlan responsibilities: Grant administration and contracting, co-project management, invoicing and billing.
- County responsibilities: Provide \$10,000 in cash match. Participate in document review, meetings, etc.

#### **4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

Neither the TAC nor Management Committee have commented on this IGA.

#### **5. FISCAL IMPACT:**

MetroPlan is ultimately responsible for the 20% match against this grant. The IGAs with our partners lower MetroPlan's risk.

#### **6. ALTERNATIVES:**

**1. Recommended:** Authorize the Executive Director to execute the Safe Streets Master Plan Intergovernmental Agreement with Coconino County once finalized and with approval of legal counsel. In the event the County has not acted on the IGA but has completed its legal review, this action will expedite the approval process.

**2. Not recommended:** Do not authorize the Executive Director to execute the IGA. The Board could provide staff with further directions on the contents of the IGA or direct staff to return to the Board with final version.

#### **7. ATTACHMENTS:**

DRAFT MetroPlan-County Safe Streets Master Plan Intergovernmental Agreement

After recording, return to:

County Clerk of the Board  
Coconino County Administration Offices  
219 E. Cherry Avenue  
Flagstaff, AZ 86001

**INTERGOVERNMENTAL AGREEMENT**  
**for Safe Streets and Roads for All Safe Streets Master Plan Award**  
**by and between**  
**Coconino County**  
**and**  
**Flagstaff Metropolitan Planning Organization d/b/a MetroPlan**

This Intergovernmental Agreement (hereafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the County of Coconino, with offices at 219 East Cherry Avenue, Flagstaff, Arizona 86001 (hereafter the "County"), and Flagstaff Metropolitan Planning Organization, a metropolitan planning organization formed as an Arizona nonprofit corporation doing business as MetroPlan with offices at 3773 North Kaspar Drive, Flagstaff, Arizona 86004, (hereafter "MetroPlan"). County and MetroPlan may be referred to individually as a Party or collectively as the Parties in this Agreement.

**RECITALS**

**WHEREAS:**

- A. MetroPlan has secured Federal Highway Administration ("FHWA") Safe Streets and Roads for All Supplemental Planning grant funding ("Grant") for up to eighty percent (80%) funding to conduct a Safe Streets Master Plan including Complete Streets Guidelines, Layered Networks and Implementation Actions ("Project"). See Attachment A: Grant Agreement for more information;
- B. The County and MetroPlan both benefit from the use of these funds in service of the Project;
- C. County desires to coordinate with MetroPlan for the purposes of completing the Project utilizing the Safe Streets and Roads for All Supplemental Planning funding including providing match funds;
- D. County and MetroPlan now wish to enter into this Agreement to set out the roles and responsibilities of the Parties as related to the funding, design, construction, and completion of the Project; and
- E. The Parties are authorized to enter into this Agreement by the provisions of the Amended Master IGA, and by A.R.S. § 11-952 et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein and other consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. **Purpose and Scope.** The Purpose of this Agreement is to set out the roles and responsibilities of the Parties as related to Safe Streets and Roads for All Supplemental Planning (“SS4A”) grant funds MetroPlan received to conduct a Safe Streets Master Plan.
2. **Funding.** The SS4A awarded Grant funds to be used for the Project total \$2,140,000.00 (80% of total Project cost), and the County’s matching funds of \$10,000. The remaining required match will be dedicated in separate agreements with the City of Flagstaff with match requirement totals of \$261,250.00 cash (9.8% of Total Project cost) plus \$238,750.00 in-kind (8.9% of Total Project cost) and Mountain Line with match funds of totaling \$25,000.00 for a total Project budget of \$2,675,000.00.

These budgeted figures are preliminary and may be subject to change. Any budget changes needed for the completion of the Project shall be agreed to by the Parties. In the event MetroPlan secures additional funding for the Project, an amendment to this Agreement documenting the additional funding and Project components shall be executed by both Parties.

3. **Term.** This Agreement shall be in effect from the date of the last signature below to the date of completion of the Project and closure of the Project budget in the Grant. SS4A Grant funds expire five (5) years from the date of the Grant Agreement.

4. **Project Roles and Responsibilities.**

- 4.1. **MetroPlan Roles and Responsibilities**

- 4.1.1. MetroPlan shall provide grant administration in accordance with the Grant Agreement.
- 4.1.2. MetroPlan shall designate a point of contact who will coordinate all aspects of the Project with a point of contact designated by County to manage, administer, and oversee completion of Project deliverables.
- 4.1.3. MetroPlan shall be responsible for procurements in compliance with federal requirements following a mutually agreed upon procurement plan.
- 4.1.4. MetroPlan shall contract for services with third-party vendors required to complete the Project. MetroPlan shall be responsible for procurement and will coordinate with County on scoping and evaluating responses. MetroPlan shall provide contract oversight and MetroPlan will include all federal terms, requirements, and certifications in contracts in compliance with federal, state, or local requirements.
- 4.1.5. MetroPlan’s point of contact shall meet monthly with County’s point of contact to track progress on grant milestones and grant budget. MetroPlan shall submit monthly reports related to those topics to FHWA and meetings shall be timely to accommodate on-time reporting.
- 4.1.6. MetroPlan shall monitor and provide oversight of any requirements for the National Environmental Policy Act (“NEPA”).

- 4.1.7. MetroPlan shall be responsible for overall contract management, administration, project controls, and coordination.
- 4.1.8. MetroPlan shall provide monthly expense reports to County to communicate expenditures and balance details pertaining to the Grant funds.
- 4.1.9. MetroPlan is responsible for payment of all invoices received within thirty (30) days of receipt and MetroPlan will pay 100% of invoice totals.
- 4.1.10. MetroPlan is responsible for submitting reimbursement requests to FHWA for eighty percent (80.0%) of total Project cost no less than quarterly.
- 4.1.11. MetroPlan will bill County for County's match (\$10,000) as required for the total Project as reported to FHWA on a one-time basis no later than the first quarter of state fiscal year 2026.

4.2. County Roles and Responsibilities

- 4.2.1. County shall designate a Point of Contact responsible for coordinating and providing input on behalf of County.
- 4.2.2. County will assist MetroPlan with the procurement process by participating in developing the Project scope, assisting with scoring criteria, and contributing scoring committee information to MetroPlan and shall recommend procurements to conduct.
- 4.2.3. County is responsible for paying invoices submitted by MetroPlan pursuant to section 4.1.11 within thirty (30) days of receipt of invoice.

4.3. Shared Roles and Responsibilities

- 4.3.1. Each Party shall have a representative to be the main point of contact and shall be responsible for coordinating all Project specific information with their individual teams.
- 4.3.2. County and MetroPlan, along with consulting engineers, and other vendors as applicable, shall comply with NEPA regulations in accordance with the Grant requirements for the Project. Partners shall mutually agree upon projects to ensure compliance with NEPA.

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

6. **ADA.** Each Party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.
7. **Non-Discrimination.** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
8. **Compliance with Laws.** Each Party shall comply with all federal and state laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.
9. **Modification.** This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment shall become effective on the date so specified.
10. **Agents, Employees, And Contractors.** Agents, employees and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.
11. **Workers' Compensation.** Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required., Each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.
12. **Insurance.** Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.
13. **Non-appropriation.** Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is



exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

14. **No Third-Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any Party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
15. **Severability.** In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.
16. **Jurisdiction.** Nothing in this Agreement shall be construed as otherwise limiting or extending the legal Jurisdiction of any Party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Party.
17. **Conflict of Interest.** The requirements of A.R.S. §38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of a Party with respect to the subject matter of this Agreement.
18. **Dispute Resolution.** The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
19. **Construction.** This Agreement shall be construed and in accordance with its fair meaning and shall not be construed for or against either Party.
20. **Headings.** The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.
21. **Entire Agreement.** This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date herein before indicated.

**Coconino County**

**Flagstaff Metropolitan Planning Organization  
d/b/a MetroPlan**

\_\_\_\_\_  
Judy Begay, Supervisor District 4

\_\_\_\_\_  
Name: \_\_\_\_\_

Chair

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
County Clerk of the Board

Dated: \_\_\_\_\_

**REPRESENTING COCONINO COUNTY:**

The undersigned counsel for the County of Coconino has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: \_\_\_\_\_

Name: Ammon Barker

Title: County Attorney

Date: \_\_\_\_\_

**REPRESENTING MetroPlan**

The undersigned counsel for MetroPlan has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: \_\_\_\_\_

Name: Mangum Wall Stoops & Warden, PLLC

Title: General Counsel

Date: \_\_\_\_\_

Attachment A:

Grant Agreement – Safe Streets and Roads For All  
Safe Streets Master Plan

MetroPlan and Federal Highways Administration



# METROPLAN

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## STAFF REPORT

**REPORT DATE:** January 26, 2025

**MEETING DATE:** February 11, 2025

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Corey Cooper, Safe Routes to School Coordinator

**SUBJECT:** Consider Transportation Alternatives Safe Routes to School Infrastructure Master Contract, and Task Order # 1-3 with Nelson/Nygaard Consulting Associates, Inc.

### 1. RECOMMENDATION:

Staff recommends the Board approve a master contract and three task orders with Nelson/Nygaard Consulting Associates, Inc. for the Safe Routes to School Infrastructure Project.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 4:** Implement Programs that Encourage Mode Shift

**Objective 4.3:** Educate the public about economic, health, congestion, climate, equity, and other benefits of multimodal transportation.

### 3. BACKGROUND:

MetroPlan conducted a Request for Qualifications (RFQ) procurement process to hire an engineering firm for the Transportation Alternatives Safe Routes to School Infrastructure Project. Four proposals were received. A review committee of four people including representatives from MetroPlan, the City of Flagstaff, and Mountain Line evaluated and scored those proposals based on the following criteria:

- Experience of assigned staff
- Qualifications / resumes
- Project understanding and approach
- Public outreach experience

The review committee unanimously recommended awarding the contract to Nelson/Nygaard Consulting Associates, Inc. Nelson/ Nygaard has a team with relevant experience in and outside of the Flagstaff area, has a planner-led team with strong engineering support that includes significant multimodal experience. They show a clear understanding of project goals and challenges and have strong



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subconsultants. They included translation and bilingual outreach support and met all the requirements in the Request for Qualification.

Staff recommend the Board execute a Master Contract that allows for the issuance of individual Task Orders with a unique scope, fee, and schedule for different components (tasks) of the project. This is because there are three unique tasks under the current grant award that include different MetroPlan member agencies that match each component (task). The Task Order based contract will allow for easy tracking of projects by those members.

Staff have negotiated a scope, fee, and schedule they believe to be fair and competitive for Task Orders 1,2 and 3. An overview of the Tasks follows.

Task Order #1: Feasibility study of the left turn off Pine Cliff onto Cedar Hill.

The purpose of Task Order #1 is to provide Mountain Line with options for redesigning the road network to allow Route 2 to permanently use Pine Cliff Gemini for its inbound alignment. This would enable them to better serve Basis and Pine Forest schools in addition to other developments on the mesa including rehabilitation facilities and the new Veteran’s home.

Task Order #2: Knoles Elementary School Area Improvements

The purpose of this task is to study options to make walking and biking to Knoles Elementary School and Sinagua Middle School on east Butler Avenue easier. This area is one of the highest complaint areas for Flagstaff Unified School District when it comes to walking and biking safely. The Task will allow for priority concepts to complete 30% design.

Task Order #3: Northeast Schools’ Area Improvements

This Task’s purpose is to provide corridor concepts to improve safe routes to school for the “Northeast Schools Area” including Coconino High School, Mount Elden Middle School, Puente de Hozho, Pine Forest Charter School and Killip Elementary School. The project will assume the construction of the new roundabout at Lockett 4<sup>th</sup> Street. This task will include more significant public outreach activities.

### Results of proposal scoring:

Proposals	#1	#2	#3	#4	#5
	<b>Nelson/Nygaard</b>				
Total score out of 100	<b>94</b>	91.45	70.45	64.95	4.5
	<b>Recommended</b>				



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#### 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC nor Management Committee.

#### 5. FISCAL IMPACT:

MetroPlan Executive Board approved the FY25 budget with \$650,000 from the Transportation Alternatives Safe Routes to School Infrastructure funding source to hire an independent Engineering/Planning firm to create 15-30% designs for three task orders. This contract fits within that budget and includes the required elements included in the request for qualifications. Match, in the amount of \$28,500 from City and \$8,550 from Mountain Line has been approved through separate IGAs with those entities.

#### 6. ALTERNATIVES:

1. **Recommended:** 1) Approve Master Contract with Nelson/Nygaard Consulting Associates, Inc. for the Safe Routes to School Infrastructure Project and 2) execute Task Orders 1, 2 and 3. Nelson/Nygaard Consulting Associates, Inc., was the highest ranking and included a team with relevant experience. Further, the City of Flagstaff and Mountain Line Project Managers support this action.
2. **Not Recommended:** Approve Master Contract and execute one or more Task Orders. The Board could direct staff to renegotiate a Task Order(s).
3. **Not recommended:** Do not approve the Master Contract nor Task Orders with Nelson/Nygaard Consulting Associates, Inc. for the Safe Routes to School Infrastructure Project. The Board could provide staff with further direction.

#### 7. ATTACHMENTS:

Draft Master Contract  
Draft Task Order #1  
Draft Task Order #2  
Draft Task Order #3



## MASTER CONTRACT FOR PROFESSIONAL SERVICES

**Contract No. 2024-04**

This Contract is entered into effective February 11, 2025, by and between the Flagstaff Metropolitan Planning Organization dba MetroPlan (“MetroPlan”), and Nelson/Nygaard Consulting Associates, Inc., a California corporation authorized to do business in Arizona, as a design professional (“DP”). MetroPlan and Contractor may be referred to collectively herein as the “Parties” or individually as a “Party”.

WHEREAS MetroPlan desires to receive and DP can provide professional services; and

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

### **CONTRACT DOCUMENTS**

The Contract between MetroPlan and DP for any project shall consist of the following Contract Documents:

1. This Master Contract;
2. General Conditions, and General Conditions Appendices, incorporated by reference;
3. Project Task Order in the form attached hereto as Exhibit A
4. Exhibit C - Insurance Requirements- attached;
5. The Statement of Qualifications (SOQ) submitted by Design Professional dated October 15, 2024.

**1. Master Agreement:** This is a Master Contract providing the basis by which MetroPlan may issue, and Design Professional may accept, an authorization to perform Services for or in relation to a specific project. This Master Contract shall govern all contracts and other agreements between MetroPlan and Design Professional, unless expressly excluded, in writing, in such contract or agreement.

a. Authorization by MetroPlan to perform Services and agreement by Design Professional to perform specific Services shall be made by separate “Project Task Order”, as set forth in the attached Exhibit A. The terms and conditions set forth herein, and attached hereto, including any

and all Exhibits and properly adopted amendments or modifications hereto, are expressly agreed to by Design Professional and shall be: applicable for any and all Services performed by Design Professional for MetroPlan and shall be incorporated (whether specifically referenced or not) into every Project Task Order, change order, contract or agreement (whether written or oral) entered into between Design Professional and MetroPlan. This Master Contract does not obligate or require MetroPlan to offer any Project Task Order to Design Professional, and no contract in relation to any specific Services shall be entered into until a Project Task Order therefore has been fully executed by MetroPlan and Design Professional.

b. Agreement to the terms set forth herein is a material and necessary precondition and inducement to MetroPlan entering into this Master Contract, and each Project Task Order, with Design Professional.

**2. Issuance of Project Task Orders:** MetroPlan may, in its sole discretion, issue a Project Task Order in the form attached hereto as Exhibit A, to Design Professional to perform the Services specified in the Project Task Order. Upon acceptance by the Design Professional, each Project Task Order, together with this Master Contract, shall constitute the Contract for performance of the Services set forth in the Project Task Order.

**3. Standard Terms and Conditions:** MetroPlan Standard Terms and Conditions, attached hereto as Exhibit B, are hereby incorporated into this Contract by reference, except to the extent modified in Exhibit A.

**4. Services:** Design Professional shall perform the Services required by, and in accordance with this Master Contract and as outlined in the applicable Project Task Order to the satisfaction of the Project Manager and in full compliance with Exhibit B, Section 26 and 27. In addition, Design Professional shall provide all of the Services set forth in each specific Project Task Order and appropriate for the Project encompassed by the Project Task Order.

**5. Deliverables:**

a. Deliverables as part of the Services:

Design Professional shall provide all the Deliverables required under each applicable Project Task Order in the time specified, manner and format required by, and to the satisfaction of MetroPlan.

b. Design Professional's Pre-Contract and Pre-Service Deliverables

- I. Design Professional shall timely provide the Deliverables in accordance with the Master Contract, with the term "Design Professional" replacing "Contractor," and the word "Work" meaning the "Services".
- II. Design Professional shall also timely provide to MetroPlan all the Deliverables necessary to fully complete all the Services under each Project Task Order.
- III. Additional items, if any, which Design Professional must deliver to MetroPlan prior to commencing the Services on a Project shall be set forth in the Project Task Order.



**6. Contract Price:** The Contract Price to be paid by MetroPlan to Design Professional In exchange for the full, timely and acceptable performance of the Services under the Project Task Order shall be set in each Project Task Order and shall be subject to Exhibit B, Section 33 Price Increases and Exhibit B, Payment.

#### METROPLAN RESPONSIBILITIES

1. MetroPlan Representative: The MetroPlan Representative is Kate Morley, Executive Director or his/her designee. All communications to MetroPlan shall be through the MetroPlan Representative. If other than the Executive Director, the MetroPlan Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Executive Director.
2. MetroPlan Cooperation: MetroPlan will cooperate with the Contractor by placing at its disposal all available information concerning MetroPlan, MetroPlan property, or the project as is reasonably necessary for Contractor's performance of this Contract.

#### CONTRACT TERM

3. Contract Term: The Contract term is for a period of (3) three years unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both Parties. Performance shall commence within ten (10) days from MetroPlan's issuance of the Notice to Proceed, and shall be completed on or before February 11, 2028, consistent with the Schedule of Services.
4. Renewal: This Contract may be renewed or extended for up to (1) one term of (1) one year by mutual written consent of the Parties. The MetroPlan Executive Director or their designee shall have the authority to approve renewal on behalf of MetroPlan.

#### DATA AND RECORDS

5. MetroPlan Ownership of Document and Data: Any original documents prepared or collected by DP in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of MetroPlan ("MetroPlan's work product"), unless otherwise agreed by the Parties in writing. DP agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to MetroPlan all rights and interests DP may have in the materials it prepares under this Contract, including any right to derivative use of the material.
6. Re-Use. MetroPlan may use MetroPlan's work product without further compensation to DP; provided, however, MetroPlan's reuse without written verification or adaption by DP for purposes other than contemplated herein is at MetroPlan's sole risk and without liability to DP. DP shall not engage in any conflict of interest nor appropriate any portion of MetroPlan's work product for the

benefit of DP or any third parties without MetroPlan's prior written consent.

7. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, DP shall immediately deliver to MetroPlan copies all MetroPlan's work product and any other documents and data accumulated by DP in performance of this Contract, whether complete or in process.

#### INSURANCE

8. Insurance: DP shall meet the insurance requirements of MetroPlan, set forth in Exhibit C.

#### MISCELLANEOUS

9. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To MetroPlan:

MetroPlan  
Attn: Kate Morley  
3773 N. Kaspar Dr.  
Flagstaff, AZ 86004  
[kate.morley@metroplanflg.org](mailto:kate.morley@metroplanflg.org)  
Phone: 928-266-1293

To:

Nelson/Nygaard Consulting Associates, Inc.  
Attn: Jennifer Wieland, Managing Director  
2 Bryant St., Suite 300  
San Francisco, CA 94105  
[J.Wieland@nelsonnygaard.com](mailto:J.Wieland@nelsonnygaard.com)  
Phone: 415-284-1544

With a copy to:

Mangum Wall Stoops & Warden, PLLC  
Attn: Brandon J. Kavanagh  
112 N. Elden Street  
Flagstaff, AZ 86001  
[bkavanagh@mwsowlaw.com](mailto:bkavanagh@mwsowlaw.com)  
Phone: 928-779-6951

With a copy to:

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

**Nelson/Nygaard Consulting Associates, Inc., a California corporation authorized to do business in Arizona**

Signature: \_\_\_\_\_

Print name: Jennifer Wieland

Title: Managing Director

Date: \_\_\_\_\_

**FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION  
dba MetroPlan**

Signature: \_\_\_\_\_

Print name: Miranda Sweet

Title: Executive Board Chair

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mangum, Wall, Stoops & Warden, PLLC  
MetroPlan legal counsel

## EXHIBIT B | STANDARD TERMS AND CONDITIONS

**\*\*\*NELSON/NYGAARD IS REFERRED TO HEREIN AS “CONTRACTOR”**

### **IN GENERAL**

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after MetroPlan has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to MetroPlan upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non- exclusive and MetroPlan reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to MetroPlan by the Contractor and relied upon by MetroPlan as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to MetroPlan shall be of the same quality and conformity.

### **MATERIALS**

6. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any Request forms made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. MetroPlan’s inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
7. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by MetroPlan. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
8. **MANUFACTURER’S WARRANTIES:** Contractor shall deliver all Manufacturer’s Warranties to MetroPlan upon MetroPlan’s acceptance of the materials.
9. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier’s tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, MetroPlan, 3773 N. Kaspar Drive, Flagstaff, AZ 86004, unless otherwise specified by MetroPlan. C.O.D. shipments will not be accepted.
10. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to MetroPlan until MetroPlan receives the material at the point of delivery, and MetroPlan has completed inspection and has accepted the material, unless MetroPlan has expressly provided otherwise in the Contract.
11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of MetroPlan, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
12. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

13. **LIENS:** All materials and other deliverables supplied to MetroPlan shall be free of all liens other than the security interest held by Contractor until payment in full is made by MetroPlan. Upon request of MetroPlan, Contractor shall provide a formal release of all liens.
14. **CHANGES IN ORDERS:** MetroPlan reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the MetroPlan Executive Director prior to the institution of the change.

## **PAYMENT**

15. **INVOICES:** A separate invoice shall be issued for each shipment of goods. For services, Contractor may submit an invoice on a monthly basis for services rendered and costs incurred in the previous month. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped, or work performed. MetroPlan shall remit payment within thirty (30) days of MetroPlan's receipt of the Contractor's invoice. Payment will only be made for materials received and/or services performed in accordance with this Contract.
16. **LATE INVOICES:** MetroPlan operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, MetroPlan will not honor any invoices or claims submitted after July 14 for materials or services supplied in the prior fiscal year.
17. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: MetroPlan will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by MetroPlan as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.
18. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by MetroPlan.
19. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when the correct invoice is received by MetroPlan; or (b) when acceptable materials and/or materials were received by MetroPlan.
20. **AMOUNTS DUE TO METROPLAN:** Contractor must be current and remain current in all obligations due to MetroPlan during the performance. Payments to Contractor may be offset by any delinquent amounts due to MetroPlan or fees and charges owed to MetroPlan under this Contract.
21. **OFAC:** No MetroPlan payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

## **SERVICES**

22. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security

Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

23. **CONTROL:** Contractor shall be responsible for the control of the work.
24. **WORK SITE:** Contractor shall inspect the work site and notify MetroPlan in writing of any deficiencies or needs prior to commencing work.
25. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of MetroPlan or adjacent property in performance of the work and safeguard the worksite.
26. **QUALITY:** All work shall be performed in accordance that degree of care, skill, and diligence ordinarily exercised by professionals providing similar services in the same or similar locale and under similar circumstances to that of Contractor under this Contract
27. **ACCEPTANCE:** If work is rejected by MetroPlan due to noncompliance with the Contract, MetroPlan, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
28. **WARRANTY:** We request the header of this Section 29 be changed from "Warranty" to "Defective Work" and the following changes be made to Section 29: receipt of written notice from MetroPlan, Contractor at its own expense shall promptly correct defective work or work failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from MetroPlan, MetroPlan may perform the work and Contractor shall be liable for the costs.

## **INSPECTION, RECORDS, ADMINISTRATION**

29. **RECORDS:** MetroPlan shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
30. **RIGHT TO INSPECT BUSINESS:** MetroPlan shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
31. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", MetroPlan will endeavor to notify Contractor prior to the release of such information.

## **INDEMNIFICATION**

32. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless MetroPlan, its boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees, or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of MetroPlan, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply if a different

indemnification clause is included in MetroPlan's Specific Terms and Conditions.

### **CONTRACT CHANGES**

- 33. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 34. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
- 35. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
- 36. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
- 37. **NO WAIVER:** Each party has the right to insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 38. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of MetroPlan, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to MetroPlan. The Executive Director shall have the authority to consent to an assignment on behalf of MetroPlan.
- 39. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

### **EMPLOYEES AND SUBCONTRACTORS**

- 40. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with MetroPlan's advance written consent. MetroPlan reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractors are responsible for Contract performance whether or not subcontractors are used.
- 41. **APPLICABLE TERMS AND CONDITIONS:** Pursuant to 2 CFR 200.326, the Contractor's contracts with its sub-contractors shall include all the terms and conditions of this Contract. Each sub-contractor must agree to comply with all the terms and conditions to be awarded. The Contractor certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Contract are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Contract.

## **DEFAULT AND TERMINATION**

- 42. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non- defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period is granted by the non- defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition to Contract remedies provided for herein.
- 43. METROPLAN REMEDIES:** In the event of a Contractor's default, MetroPlan may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to MetroPlan to pay for the costs of such substitute service. MetroPlan may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 44. CONTRACTOR REMEDIES:** In the event of MetroPlan's default, Contractor may pursue all remedies available at law, except as provided for herein. Notwithstanding anything contained herein, any claim against MetroPlan must satisfy requirements for claims against a public entity.
- 45. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 46. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** MetroPlan may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 47. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by MetroPlan for convenience upon thirty (30) day's written notice, without further penalty or liability to Contractor. If this Contract is terminated, MetroPlan shall be liable only for payment for satisfactory materials and/or services received and accepted by MetroPlan before the effective date of termination.
- 48. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide MetroPlan with a written notice thereof. MetroPlan may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 49. PAYMENT UPON TERMINATION:** Upon termination of this Contract, MetroPlan will pay Contractor for satisfactory performance up until the effective date of termination. MetroPlan shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 50. CANCELLATION FOR GRATUITIES:** MetroPlan may cancel this Contract at any time, without penalty or further liability to Contractor, if MetroPlan determines that Contractor has given or offered to give any economic



opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant (“Gratuities”) in connection with award or performance of the Contract.

51. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** MetroPlan may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor, pursuant to the terms of the statute.

## **MISCELLANEOUS**

52. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with MetroPlan, without the prior written consent of MetroPlan. However, notwithstanding the foregoing, Contractor is authorized to reference MetroPlan and the scope of work performed by Contractor for MetroPlan in its future marketing and promotion, including, but not limited to, proposals without MetroPlan’s prior consent.”
53. **NOTICES:** All notices given pursuant to this Contract shall be delivered to the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.
54. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
55. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona
56. **KEY PERSONEL DESIGNATION:** Contractor’s shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for the completion of the services. The MetroPlan Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

## **OTHER TERMS AND CONDITIONS**

57. This RFQ does not commit METROPLAN to award an Agreement or to pay for costs associated with the preparation of the RFQ or pre-agreement expenses.
58. METROPLAN reserves the right to select an RFQ as considered to be in the best interest of the region.
59. METROPLAN reserves the right to accept or reject any or all RFQ responses received, to cancel all of part of the RFQ, or to negotiate with all qualified firms.
60. METROPLAN may, at its discretion, require additional terms and conditions at the time the final Agreement is negotiated. The additional terms and conditions would be for clarification of language or correcting errors in the RFQ including, for example omissions or Requests that are discovered.

61. No prior, current, or post-award verbal agreement(s) with any officer or employee of METROPLAN shall affect, modify, or supersede any terms or modifications of this RFQ.
62. The RFQ chosen may be required to submit revisions of their responses because of negotiations.
63. The selected RFQ will be required to furnish evidence of insurance coverage to include, but not limited to Professional Liability, Workers Compensation, and automobile. Set limits will be provided at contract negotiations.
64. The selected RFQ and any sub-contractors shall possess any necessary Arizona licenses and permits necessary to operate in the State and shall provide evidence of such to METROPLAN.
65. Any changes to the response requirements will be made by written addendum. METROPLAN reserves the right to waive any minor irregularities, informalities or oversights in the RFQ documents, or any corresponding responses that does not materially affect or alter the intent and purpose of the RFQ, that is not in violation of Arizona or Federal Government rules, laws and regulations.
66. All materials and data used for this study are the property of METROPLAN.
67. The selected CONTRACTOR shall not release any material, report, or other document related to this project without the written approval of METROPLAN. The CONTRACTOR shall not present information related to this project without the written approval of METROPLAN.
68. METROPLAN reserves the right to engage in a contract extension with the selected Contractor should additional funding becomes available.

## EXHIBIT C | INSURANCE REQUIREMENTS

### \*\*\* NELSON/NYGAARD REFERRED TO HEREIN AS “CONTRACTOR”

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees, or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor’s obligations under this Contract have been met, including any warranty periods. The Contractor’s failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. MetroPlan does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

- a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000	Products/Completed
Operations	\$2,000,000	
Each Occurrence	\$1,000,000	
- b. Umbrella Coverage \$2,000,000
- c. Automobile Liability –  
Any Automobile or Owned, Hired and Non-owned Vehicles  
Combined Single Limit Per Accident  
for Bodily Injury & Property Damage \$1,000,000
- d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation Statutory Employer’s Liability:		
Each Accident	\$1,000,000	
Disease - Each Employee	\$1,000,000	
Disease - Policy Limit	\$1,000,000	
- e. Professional Liability \$2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by MetroPlan. If not approved, MetroPlan may require that the insurer reduce or eliminate such self-insured retentions with respect to MetroPlan, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. MetroPlan at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
  - a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, MetroPlan, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
  - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
  - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to MetroPlan, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by MetroPlan, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
  - d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
  - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against MetroPlan, its officers, officials, agents and employees for losses arising from work performed by Contractor for MetroPlan.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to MetroPlan. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Attention: Executive Director  
Contract No. 2024-04  
MetroPlan  
3773 Kaspar Dr  
Flagstaff, Arizona 86004
7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. MetroPlan does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
8. Certificates of Insurance. The Contractor shall furnish MetroPlan with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. MetroPlan project/contract number and project description shall

be noted on the certificates of insurance. MetroPlan must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. MetroPlan reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. MetroPlan shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. MetroPlan's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, MetroPlan's right to insist on strict fulfillment of Contractor's obligations under this Contract.
10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of MetroPlan's legal counsel in consultation with the Executive Director, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

**Federal Funding Source:** Federal Highway Administration (FHWA) through Arizona Department of Transportation (ADOT), Transportation Alternatives Program Grant, Assistance Listing Number 20.205

**Project Name:** Safe Routes to School Infrastructure

MPD #9148-50035

## EXHIBIT D | FEDERAL AND STATE COMPLIANCE

*“Pursuant to 23 USC §409: Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or rail-way-highway crossings, pursuant to sections 130, 144, and 148 [152] of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.”*

- 1. Monitoring Activities:** Pursuant to 2 CFR 200.329, the project/work in this solicitation/contract is funded with federal funds through the Arizona Department of Transportation, Multimodal Planning Division (ADOT). In accordance with 2 CFR 200.329, ADOT shall monitor all activities performed by its staff or by sub-recipients of U.S. Department of Transportation funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met. The Contractor and its sub-contractors shall fully cooperate with such monitoring as requested.
- 2. Governing Law:** This Contract is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in the funding Agreement between the State of Arizona and are incorporated by reference as a part of this Contract.
- 3. Compliance with Funding Agency Requirements:** Pursuant to 2 CFR 200.337 and 2 CFR 200.339, upon request, the Contractor shall provide information or reports to assist in adherence to relevant requirements from the agreements between ADOT, its sub-recipient, and the agencies of the US Department of Transportation. If ADOT, or the federal funding agency finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are not conducted in accordance with approved scope, or work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or

products/services were incorrectly procured), ADOT, or the federal funding agency may use the enforcement actions contained in 2 CFR 200.208 and then in 2 CFR 200.339 to remedy the situation and any other appropriate remedies available at law.

- 4. Certification of Eligibility of Costs:** Pursuant to 2 CFR 200.402 - .414, 2 CFR 200.420 - .475, and 2 CFR 200.415, the Contractor shall assure that the costs invoiced are consistent and eligible for federally funded projects. To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment must include a certification, signed by an official who is authorized to legally bind the Contractor which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false Request for, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

- 5. Record Retention:** Pursuant to A.R.S. 35-214 and the State of Arizona Accounting Manual, sections 0045 and 7035, CONTRACTORS and SUBCONTRACTORS shall retain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.
- 6. Applicable Terms and Conditions:** Pursuant to 2 CFR 200.327, the Contractor's contracts with its sub-contractors shall include all the terms and conditions of 2 CFR 200 Appendix II, and additionally, those of this Contract. Each sub-contractor must agree to comply with all the terms and conditions to be awarded. The Contractor certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Contract are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Contract.
- 7. Administrative, contractual, or legal remedies for violation or breach of contract terms:** Pursuant to 2 CFR 200, Subpart F, Appendix II; 41 USC 1908, for contracts in excess of the simplified acquisition threshold in 41 USC 134 (currently \$250,000), failure by the Contractor to carry out the requirements of the Contract, especially in compliance with the Federal terms and conditions and programmatic requirements, represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Issuer, with the funding agency's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;

- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Issuer may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

- 8. Termination for cause or convenience:** Pursuant to 2 CFR 200, Subpart F, Appendix II, the issuer of this Contract reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the issuer without penalty or recourse. Upon receipt of written notice, the Contractor shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination, and minimize all further costs to the issuer of this Contract. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor and its sub-contractors under this Contract shall become the property of and be delivered to the issuer of this Contract upon request. The Contractor and its subcontractors shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials/deliverables accepted before the effective date of the termination. The Contractor and its subcontractors shall continue to perform in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

The issuer of this Contract shall reimburse the Contractor for those eligible expenses incurred during the Contract period which are directly attributable to the completed portion of the work covered by this Contract, provided that the work has been completed in a manner satisfactory and acceptable to the issuer. The Contractor shall reimburse its sub-contractor in a similar fashion. The Contractor and its sub-contractors shall not incur new obligations for the terminated portion after the effective date of the termination.

In addition to the rights reserved in the Contract, the issuer may terminate the Contract in whole or in part due to the failure of the Contractor or its sub-contractors to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses, and permits, or to make satisfactory progress in performing the Contract.

This Contract may be terminated by either party provided that a termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Contract may be terminated by mutual consent of all Parties or unilaterally by either Party without cause.

- 9. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Pursuant to 2 CFR 200, Subpart F, Appendix II, for contracts in excess of \$150,000, the Contractor herein agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the contracting agency and to ADOT, who will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



- 10. Debarment and Suspension / Excluded Parties List:** Pursuant to 2 CFR 200, Subpart F, Appendix II and 23 CFR 121 (J), the Contractor shall not be listed on the excluded parties list, and the Contractor shall not award a Sub-contract to any parties listed on the governmentwide exclusions list in the System for Award Management (SAM).
- 11. Anti-Lobbying Certification:** Pursuant to 2 CFR 200, Subpart F, Appendix II (I), for any contract exceeding \$100,000, the Contractor and its subcontractors shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12. Procurement of recovered materials:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (J) and 2 CFR 200.323, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 13. Telecommunications and Video Surveillance Services or Equipment:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (K) and 2 CFR 200.216 the Contractor shall not procure or obtain, or extend or renew a contract to procure or obtain, or procure or obtain equipment, services, or systems that uses covered telecommunication equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as described in Public Law 115-232, section 889.
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- 14. Domestic Preference:** Pursuant to 2 CFR Part 200, Subpart F, Appendix II (L) and 2 CFR 200.32, as appropriate and to the extent consistent with law, the Contractor and its sub-contractors should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."
- 15. Patents:** Patents and inventions developed in the course of the Project are subject to federal standard patent rights at 37 CFR 401.14. The Contractor shall at a minimum cite the applicability of the Standard Patent Rights of 37 CFR 401.14 except for 401.14(g) or may include all the clauses, suitably modified to identify the parties, in all sub-contracts, regardless of tier. The clauses may be retrieved in their entirety from <https://www.ecfr.gov/current/title-37/chapter-IV/part-401/section-401.14>, or as the link may be updated from time to time and shall be adjusted only to the extent to identify the parties. To the extent permitted by A.R.S. §§ 41-621 and 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Contract's performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 16. Rights to Inventions Made by Nonprofits and Small Business Firms:** Pursuant to 2 CFR 200 Appendix II (F) Rights to Inventions Made Under a Contract or Agreement. The funding provided for this Contract meets the definition of "funding agreement" under 37 CFR §401.2 (a) the Issuer of this Contract must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 17. Conflict of Interest:** Pursuant to 2 CFR 200.112 and 2 CFR 1201.112, the Contractor shall disclose in writing any potential conflict of interest to the federal funding agency, the contracting agency, or the Arizona Department of Transportation.
- 18. Employment of Federal Personnel:** Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the contracting agency, the Arizona Department of Transportation or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

- 19. Equipment Use, Management, and Disposal:** Pursuant to 2 CFR 1201.313 the Contractor shall follow State of Arizona rules with respect to the use, management and disposal of equipment acquired under this contract.
  
- 20. Retainage:** Contractors are herein notified they are prohibited from holding retainage from Sub-Contractors, nor are Contractors subject to retainage withholding by the Contracting Agency for this Project pursuant to 49 CFR 26.29.b(1).
  
- 21. Travel:** All travel for the Contractor must comply with the State of Arizona (State) policies for Travel. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, Vendor Travel, Section 50.95 Reimbursement Rates available at <https://gao.az.gov/publications/saam>. In the event the MPO chooses to reimburse Contractors/Consultants at rates higher than those authorized in the State travel policies, when submitting travel reimbursement requests, each receipt must indicate the amount that exceeds the State rate. The Contractor shall also comply with the policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to Contractors/Consultants must always be supported by appropriate documentation and in the case of rental vehicles, the ADOT approved justification form.
  
- 22. Tribal Consultation:** In the event that this project is located within tribal land or includes tribal involvement as a stakeholder, the Contracting Agency and the Contractor must exercise tribal consultation and coordination protocol when providing related services. The purpose for this provision is to ensure compliance with "ADOT's Tribal Consultation Policy" and Arizona Revised Statute Section 41-2051, Subsection C - Responsibilities of State Agencies: <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/02051.htm>.
  
- 23. Report Disclaimer:** Pursuant to 23 CFR 420.117(e), all reports and other project-related documents shall contain the following disclaimer Request for:  
"This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".
  
- 24. Safe Operation of Motor Vehicles:** The contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
- (2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving.

The Contractor agrees to comply with:

Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the

driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Contractor agrees to include the preceding section in its third-party agreements and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

**25. Disadvantaged Business Enterprise:** The contracting Agency is receiving US DOT-assisted transportation funds for this Contract through the Arizona Department of Transportation and has adopted and implemented ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at <https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance> and are herein incorporated by reference.

Non-Discrimination

The contracting Agency, its Contractors and Subcontractors will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the contracting Agency, its Contractors and Subcontractors shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The Contractor will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The Contractor shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the Contractor agrees to perform the following minimum DBE Program Compliance Required Activities and include the following assurance with each contract with a contractor or consultant and each subcontract a prime sign with a subcontractor:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting Agency, with ADOT's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

The Contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

The Contractor shall designate a full-time employee who shall be responsible for the administration of the contractor's DBE program.

The Contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.

**26. Subcontract Payment Reporting in the DBE System:** The Arizona Department of Transportation (ADOT) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to funding agencies of the USDOT on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).

The Contractor shall respond to payment audits reported each month electronically through ADOT's web-based payment tracking system (<https://arizonalpa.dbesystem.com>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the Contractor shall require that all DBE and non-DBE subcontractors shall also respond to its audits and report lower-tier subcontractor payments in the same manner.

If, by the DBE system audit deadline, the Contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the contracting Agency will work with ADOT MPD Contracts Group Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.

The Contractor shall include these provisions in all its subcontracts and ensure that its subcontractors include these provisions in any lower-tier subcontracts.

**27. Title VI/Non-Discrimination Assurances:** The CONTRACTOR HEREBY ACKNOWLEDGES that the Issuer, as a condition to receiving any Federal financial assistance through the Arizona Department of Transportation and provided by the U.S. Department of Transportation, must GIVE ASSURANCE THAT it shall comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The Contractor shall also incorporate and comply with the terms and conditions established in Appendix A.

Title VI/Non-Discrimination Assurances: This Contract is subject to the provisions of Title VI of the Civil Rights Act and the Contractor is herein notified of such. Additionally, the Contractor shall include the following information in each of its sub-contracts associated with the project.

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

**28. Non-Discrimination:** Pursuant to 49 CFR Part 26, The Contractor and its sub-contractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Issuer, with the funding agency's concurrence, deems appropriate, which may include, but is not limited to:

- Withholding payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

The Contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

The Contractor shall designate a full-time employee who shall be responsible for the administration of the contractor's DBE program.

The Contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.

**29. Excluded Parties:** The federal funding in this Agreement is considered a covered transaction under 2 CFR 1200.220 for purposes of debarment and suspension considerations. Thus, agreements for contractors/consultants and their sub-contractors/consultants are subject to this requirement. The Contractor and its Sub-contractors are prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.212. The Contractor agrees to comply and assures the compliance of each third-party contractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The Contractor agrees to and assures that its third-party contractors will review the Excluded Parties Listing System and assure that its sub-contractors establish and maintain

entity registration on the System for Award Management before entering into any contracts.

**31. Conflict of Interest:** The Contractor and their sub-contractors shall not enter into any contract, subcontract, or arrangement in connection with the project, in which a member, officer, or employee, during tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the Issuer of the Contract, who must further report this to its funding agency, and may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the Contractor or the locality relating to such contract, subcontract, or arrangement. The Contractor must disclose any such interest to the Issuer within five business days of receipt of disclosure.

The contractor shall insert in all contracts entered into in connection with the project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the firm either during tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

Pursuant to 2 CFR 1201.112, the Contractor shall disclose in writing any potential conflict of interest to the Issuer; this requirement is passed to the Contractor's sub-contractors. The issuer shall inform the funding agency who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy.

**32. Indemnification:** The Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**33. Copyright:** Pursuant to 23 CFR 420.121 (b), the State and their subrecipients may copyright any books, publications, or other copyrightable materials developed during a U.S. DOT funded project. The U.S. DOT



funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

- 34. Energy Conservation:** The Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 35. Drug Free Workplace:** The Contractor agrees to comply with the laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3) when and where relevant.
- 36. FTA Funding; Certifications and Assurances:** In the event there is FTA funding for work under this Contract, on an annual basis, the Contractor must agree to comply with all categories of the FTA Certifications and Assurances applicable to the Contract. The FTA Certifications and Assurances will be provided to the Contractor under separate packet as they are released by FTA. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Project. The type of Project will determine which Certifications and Assurances apply.

The Contractor also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.

The Contractor is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Project, even if a Sub-contractor or other Third-Party Participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we require the Contractor to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Sub-contractor and other Third-Party Participant to assure the validity of applicable Certifications and Assurances.

Completion and Signing of an FTA Certification and Assurances document is a requirement and a condition to receive FTA funding for any project and does not relieve the contractor of any obligation of other certifications or assurances required in any contracting process and should be treated as an addition to such certifications and assurances.

FTA Certification and Assurances are incorporated herein by reference. They may be obtained at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

- 37. Incorporation of Federal Provisions:** All contractual provisions of 2 CFR 200 et seq and those required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement between the State and FTA apply to each Project funded by the Arizona Department of Transportation using FTA funds. Any requirements of the Stewardship Agreement between the State and FHWA apply to each Project funded by the Arizona Department of Transportation using FHWA funds. This provision shall be incorporated in any subcontractor/consultant, or lower-tier agreement for which funds from this contract shall be used for payment.
- 38. Immigration and E-Verify:** To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its sub-contractors/consultants warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
- 39. Americans with Disabilities Act:** The Contractor assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 40. Fly America:** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 41. Israel Boycott Not Permitted:** State Legislation has been enacted to prohibit a public entity from contracting with a value of \$100,000 or more with a company currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, the Contractor warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
- 42. Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the Contractor warrants and by signing this Contract and so certifies that it does not currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or

services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of this Agreement that the Contractor is not in compliance with this certification, the Contractor shall notify the Agency within five business days after becoming aware of the noncompliance, and within 180 calendar days after notice, provide written certification that the Contractor has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.

- 43. Prohibition on certain telecommunications and video surveillance services or equipment:** Pursuant to 2 CFR 200.216, the Contracting Agency and Contractors and Subcontractors are prohibited from procuring, obtaining, or renewing a contract to procure or obtain video surveillance and telecommunications equipment, equipment, services, or systems produced by Huawei Technologies Company or ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company or any subsidiary or affiliate of such entities; or from companies reasonably believed by the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 44. Promoting Free Speech and Religious Liberty:** The Contractor shall ensure that all funds under awarded in this Project shall be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- 45. Mandatory Disclosures:** Pursuant to 2 CFR 200.113, The Contractor shall disclose, in a timely manner, in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the contract. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.
- 46. Contracts for construction, acquisition of goods, or rolling stock valued at more than \$150,000 - Buy America:** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in US DOT funded projects are produced in the United States, unless a waiver has been granted by the funding USDOT agency, or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in USDOT-funded projects are produced in the United States, unless a waiver has been granted by the funding USDOT agency, or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic

content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on USDOT-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

- 47. Construction Contracts - Equal Employment Opportunity:** Pursuant to 2 CFR 200 Appendix II (C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 48. Construction Contracts - Davis-Bacon Act:** Pursuant to 2 CFR 200 Appendix II (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 49. Work Employing Mechanics or Laborers:** Pursuant to 2 CFR 200 Appendix II (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or

contracts for transportation or transmission of intelligence.

**50. Insurance:** The contracting agency shall INSERT the insurance requirements from their Grant Agreement as the minimum requirements to be met by the Prime and any Subcontractors.

**51. DELIVERABLES / DISCLAIMER:** To meet the requirements of 23 CFR 420.117(e), the Contractor and its Sub-Contractors shall include the following disclaimer in each deliverable.

This report was funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The contents of this report reflect the views of the authors, who are responsible for the facts and the accuracy of the data, and for the use or adaptation of previously published material, presented herein. The contents do not necessarily reflect the official views or policies of the Arizona Department of Transportation or the Federal Highway, U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation. Trade or manufacturers' names that may appear herein are cited only because they are considered essential to the objectives of the report. The U.S. government and the State of Arizona do not endorse products or manufacturers.

**52. Geographical Information Systems (GIS) Data:** GIS data used during the Study will be provided in the electronic Study close-out file via Compact Disc (CD) or thumb drive. An additional copy should also be submitted to the Local Public Agency (LPA) or Tribal Government representative as applicable.

Such data will be in the format of a geodatabase containing all spatial and related data used in the Study. The data will be in the coordinate system: NAD\_1983\_StatePlane\_Arizona\_Central\_FIPS\_0202\_Feet\_Intl for all geospatial data submitted. The GIS Attributes Table will use the exact format and field names as provided by the Arizona Department of Transportation, Multimodal Planning Division, GIS Team. Please do not alter the field names, order, or format at all so Department staff can easily consolidate all proposed projects derived from all planning studies completed. Please complete an attributes table for each state highway system proposed project recommended by the study. Each attributes table should be filled out according to the Attributes Table Guidance and follow ATIS Nomenclature Standards. This information may be found at: <https://azdot.gov/planning/transportation-studies>.

**53. GIS Metadata Standards:** GIS metadata helps to incorporate all known characteristics of a dataset so that those that are not familiar with the data can gain from its knowledge. GIS metadata should be delivered as a XML file. The metadata should include information on, but is not limited to the following:

- Data summary
- Data description
- Data credits (if from existing data what modifications were made?)

- Data creation methods
- Purpose for creating the data
- Contact information for questions
- Updates schedule
- Data steward
- Data extent (i.e. statewide, county wide, etc.)
- Data type (i.e. point, line, or polygon, raster, etc.)
- Limitations of the data
- Scale range (if any)
- Include any associated domain values
- Tags (i.e. searchable words for this data)

**54. Contractor Responsibility:**

Any contract awarded to accomplish this project establishes a Contractor relationship, as defined by 2 CFR §200.331, with the Department, and shall not establish a Subrecipient relationship and the disbursement of Federal program funds casts the party receiving the funds in the role of a Contractor.

All terms and conditions required for Contractors / Subcontractors of federal recipients under this funding source and according to 2 CFR §200 et seq. shall apply.

**55. Federally funded Projects:** Pursuant to 23 CFR 420.121, the Arizona Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of the Project. The funding Federal agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

This contract does not establish a sub-recipient relationship. Any awarded contract establishes a Contractor relationship. A Contractor shall not be entitled to any copyright for anything created for, though, or as a result of this project.

The Contractor shall not release any material, report, or other document related to this project without the written approval of the contracting agency. The Contractor shall not present information related to this project without the written approval of the contracting agency.

Pursuant to 23 CFR 420.121 (i), patents and inventions developed in the course of the Project are subject to federal standard patent rights at 37 CFR 401.14, incorporated herein by reference. The Contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the contract, obtain rights in the Contractor's subject inventions. However, the State shall be granted an immediate, irrevocable right to use, without royalty or fee, the subject invention for its purposes related to this project.

In the event a DBE goal is required, all Contractors and Sub-Contractors must be registered in the ADOT LPA DBE System. For DBE Sub-Contractor/Contractor removals from an active Project, a Termination / Substitution / Reduction Request Form (Form 108C) is required, followed by approval from the ADOT Business Engagement and Compliance Office (BECO). If a replacement DBE sub-contractor shall be added to the project and/or the same goal committed to on the approved DBE forms will be met, no additional forms are needed. If this is not the case, then the Good Faith Effort (GFE) is also required. All forms are available at <https://azdot.gov/business/procurement/federal-forms-and-provisions>.

If removal of a DBE Sub-Contractor/Contractor is requested, submit the required form for DBE removal to the ADOT Business Engagement and Compliance Office (BECO). The Contractor must copy on the form submission and make sure the response from BECO is forwarded to: the Procurement Officer, the project manager, and [MPDContracts@azdot.gov](mailto:MPDContracts@azdot.gov).

Modifying sub-contractors will require submission of revised DBE forms and approval from BECO and Department's Procurement Office if the modifications alter the DBE commitment on the project.

**56. Prompt Payment:** Pursuant to 49 CFR 26.29 prime Contractors must pay Subcontractors for satisfactory performance (i.e., all the tasks called for in the subcontract for the invoicing period have been accomplished and documented as required by the Agency and any deliverables are approved by the Agency) of their contracts no later than 7 days from receipt of each payment the Agency makes to the prime Contractor. The prompt payment provision applies to Subcontractors at all tiers. This applies to all Subcontractors, not just DBEs.

In the event the Prime fails to invoice according to its scheduled invoicing activities, and in any case where a Prime's invoice has been rejected through no fault of the sub-contractor's performance, the Prime shall pay each Subcontractor for satisfactory work completed in no more than 30 calendar days from receipt of invoice for that work.

In the event this project is federally funded, or if there is voluntary DBE participation in a State-funded project, the project will be entered as a contract or task order in the Arizona DBE & OJT System (DOORS for ADOT-Procured Projects, "LPA DBE System" for Subrecipient-Procured Projects). Payment audits are required. For training on completing payment audits, please see the video:  
<https://www.youtube.com/watch?v=QFZJIIYmN1I>.

**57. Discovery or Admission into Evidence:** The Contractor is herein notified of 23 USC §409. The Contractor shall include the notice in each Subcontractor agreement wherein the scope includes relative completion or submission of reports, surveys, schedules, lists, or data compilation or collection.

Pursuant to 23 USC §409: Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or rail-way-highway crossings, pursuant to sections 130, 144, and 148 [152] of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

**58. Bidder's / Proposer's List Confirmation:** All proposers/bidders must complete an on-line bidders/proposers list in the AZUTRACS web portal (<http://www.azutracs.com/>) and submit the corresponding Bidder's List email confirmation notice with their proposal/bid. The AZUTRACS Project Number: MPD9148-500.5 and Project Title: Safe Routes to School Infrastructure Preliminary Design.

No direct contact with agency staff is permitted during the solicitation period except when contact is initiated as part of the evaluation or negotiation processes. Direct contact with other agency staff shall be made only after award.



**ATTACHMENT A | LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS, AND COOPERATIVE AGREEMENTS PURSUANT TO 49 CFR 20, SUBPART  
F, APPENDIX A**

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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

	10/11/24
Signature/Title	Date
Jennifer Wieland, Managing Director	

*Please indicate here if you are required to submit Standard Form LLL as required in item (2)a APPENDIX A*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
  
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
  
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of

enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter the litigation to protect the interests of the United States.

*Standard Federal Appendices B, C, and D pertain to real property and are not applicable to this contract.*

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq)

## EXHIBIT A | SCOPE OF WORK



### PROFESSIONAL PROJECT TASK ORDER

**Project Task Order No. 1**

**Contract No. 2024-04**

**THIS PROJECT TASK ORDER** is made and entered into effective \_\_\_\_\_, 2025, by and between MetroPlan and the "Design Professional" designated below. This Project Task Order is entered into pursuant to and incorporates herein the terms and provisions of the Professional Contract No. 2024-04, dated February 11, 2025, between MetroPlan and Design Professional ("Contract"). Upon full execution of this Project Task Order, the Project Task Order, together with the Project Task Order Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein ("Services").

MetroPlan and Professional agree as follows:

**MetroPlan**  
**3773 N. Kaspar Dr.**  
**Flagstaff, AZ 86004**  
**Project Manager: Corey Cooper**  
**Telephone:**  
**E-mail: corey.cooper@metroplanflg.org**

**Nelson/Nygaard Consulting Associates, Inc.**  
**Jennifer Wieland, Managing Director**

\_\_\_\_\_  
**Federal Tax ID No.: \_\_\_\_\_**  
**Professional Representative: Tracy McMillian**  
**Telephone:**  
**E-mail: tmcmillian@nelsonnygaard.com**

**PROJECT DESCRIPTION:** This Project Task Order #1 is for the Pine Cliff Left Turn project (“Project”).

The Project is scheduled to commence on February 11, 2025, and be completed no later than August 15, 2026.

**PROJECT SITE ADDRESS/LOCATION:** The work for Project Task Order # 1 is located in Flagstaff, Arizona.

**PROJECT TASK ORDER PRICE (Not to Exceed): One Hundred Forty-Six Thousand One Hundred Eighty Three Dollars and Twenty Five Cents (\$146,183.25)**

1. **Task Fee:** The **Project** Task Order Fee is not to exceed \$146,183.25 and is to be paid in installments based upon monthly progress reports with detailed invoices submitted by Nelson/Nygaard in such form as approved by MetroPlan, to be paid subject to the following limitations.

**a. Documentation of Monthly Progress**

i. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed Ninety Percent (90%) of the total Contract Amount prior to submittal of the final report deliverables.

**b. Reimbursable Costs:** (Reimbursable costs are at federal per diem rates for all travel, lodging, and incidentals.)

i. The Project Task Order Task Fee includes a sub-limit Reimbursable Costs amount not to exceed a total of Three Thousand Eight Hundred Dollars (\$3,800.00), with such Reimbursable Costs to be paid based upon monthly progress reports and detailed invoices submitted by Design Professional’s project manager in such form as approved by MetroPlan. Travel reimbursement must conform to federal reimbursement rates.

**c. Other:**

i. The Project Task Order Task Fee includes a sub-limit for Sub-Contractor Mark Up not to exceed Four Thousand Four Hundred Fifty-Eight Dollars and Twenty Five Cents (\$4,458.25) total, with such Sub-Contractor Mark Up costs to be paid based upon monthly progress reports and detailed invoices submitted by Design Professional’s project manager in such form as approved by MetroPlan.

ii. Unique Insurance and/or Bond Requirements: N/A

iii. Unique Compliance with Government Provisions: N/A

**SCOPE OF SERVICES, DELIVERABLES, AND PROJECT SCHEDULE/DURATION:** Attachment 1.

**UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)** (Article 11): Attachment 2.

**PROJECT SPECIFIC CONDITIONS (IF ANY):** Attachment 3.

IN WITNESS, WHEREOF, the parties hereto have executed this Project Order through their duly authorized representatives and bind their respective entities as of the effective date.

**“MetroPlan”**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**“Nelson/Nygaard”**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



**ATTACHMENT 1 – SCOPE OF WORK AND PROJECT SCHEDULE**

*(To be completed by MetroPlan)*

**PROJECT DESCRIPTION:**

This Task #1 includes a feasibility study to determine how to enable Mountain Line’s Route 2 to make its regular alignment better serve BASIS School and other proximate development on McMillan Mesa while maintaining existing service levels. The current westbound deviation that backtracks from the Pine Cliff Dr/Gemini roundabout to the intersection of Forest Ave/Cedar Ave/Gemini Rd before heading west again takes too long for buses to stay on schedule. This Task shall study a left turn from Pine Cliff Drive onto Forest Avenue to facilitate left turn bus movements. The consultant will also develop and consider other potential options to serve the area well by transit. This Task will involve coordination with Mountain Line and City of Flagstaff Engineering. Deliverables include concept drawings (approximately 15 percent designs), traffic analysis, safety impacts, and high-level costs for feasible scenarios should be developed.

**PROJECT SCHEDULE:**

Task	Description	2025												2026							
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1.00	Pine Cliff Left Turn																				
1.10	Project Management																				
1.20	Public Engagement																				
1.30	Background Data Collection																				
1.40	Alternatives Analysis																				
1.50	15% Design																				

**PROJECT DELIVERABLES:**

- **Project Management Plan including a Quality Management Plan**
- **Overall project schedule**
- **Draft Basis of Design Technical Memorandum**
- **Final Basis of Design Technical Memorandum**
- **Project management including agendas, minutes and maintenance of schedule.**
- **An agreed upon public engagement plan and execution of said plan**
- **Data collection necessary to delivery of the final documents and City approvals**
- **Project alternatives conceptual exhibits**
- **Alternatives Technical Memorandum**
- **Draft 15% Design Plan Concepts**
- **Final 15% Design Plan Concepts**

**Subtask 1.1: Project Management**

The project team will prepare and conduct a task specific kickoff meeting with Mountain Line, MetroPlan and City of Flagstaff staff. Biweekly client project meetings will be held to coordinate the work and activities for the project.

### **Subtask 1.2: Public Engagement**

This task will involve developing a public engagement plan in consultation with Mountain Line, the City of Flagstaff, and MetroPlan. A maximum of one round of public engagement is included in the scope. The team will also coordinate with MetroPlan and the City of Flagstaff to provide regular updates and get input from MetroPlan's Executive Board and the City's Bicycle and Pedestrian Advisory Committees, the Transportation Commission, and City Council, as needed.

### **Subtask 1.3: Background Data Collection**

Nelson\Nygaard will review available data, past plans, future planned projects, and other documents relevant to this task, as provided by Mountain Line, the City of Flagstaff, and MetroPlan. After a review of the existing materials, Nelson/ Nygaard will collect any additional data needs.

### **Subtask 1.4: Alternatives Analysis**

The project team will prepare conceptual designs and assess the trade-offs for up to three (3) alternatives for the project area in each task, based on consultation with Mountain Line, the City of Flagstaff, and MetroPlan staff and stakeholders.

The alternatives shall address:

- Availability of right-of-way
- Planning-level traffic and transit operations (extent of modeling to be determined)
- Transit speed and reliability
- Curb-side use, presence of bike facilities, and pedestrian and rider demand and facilities
- Safety considerations
- Traffic speed and volumes
- Desired performance measures

The trade-offs of the alternatives shall be summarized in a brief technical memorandum.

### **Subtask 1.5: 15% Design**

The project team will create a 15% project area design. The intent of the 15% plans will be to show design intent (striping changes, sidewalk or roadway geometry changes, proposed signal equipment, etc.). The plans will include existing conditions apparent in aerial imagery, available GIS information provided by MetroPlan, approximate right-of-way and (if deemed necessary) other data collected by field visit. The 15% plans can be developed in Civil3D using Nelson\Nygaard CAD standards which include existing and proposed features in color, dimensions and annotation. No topographic survey work is currently included in this scope.

The Statement of Qualifications and Negotiated Scope are incorporated by reference.

**PROJECT TASK ORDER #1**

**ATTACHMENT 2 - UNIQUE INSURANCE REQUIREMENTS (IF ANY)**

**N/A**

**PROJECT TASK ORDER #1**  
**ATTACHMENT 3 - PROJECT SPECIFIC COMPLIANCE**

**N/A**

## EXHIBIT A | SCOPE OF WORK



### PROFESSIONAL PROJECT TASK ORDER

**Project Task Order No. 2**

**Contract No. 2024-04**

**THIS PROJECT TASK ORDER** is made and entered into effective \_\_\_\_\_, 2025, by and between MetroPlan and the "Design Professional" designated below. This Project Task Order is entered into pursuant to and incorporates herein the terms and provisions of the Professional Contract No. 2024-04, dated February 11, 2025, between MetroPlan and Design Professional ("Contract"). Upon full execution of this Project Task Order, the Project Task Order, together with the Project Task Order Contract (including all the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein ("Services").

MetroPlan and Professional agree as follows:

**MetroPlan**  
**3773 N. Kaspar Dr.**  
**Flagstaff, AZ 86004**  
**Project Manager: Corey Cooper**  
**Telephone:**  
**E-mail: corey.cooper@metroplanflg.org**

**Nelson/Nygaard Consulting Associates, Inc.**  
**Jennifer Wieland, Managing Director**

\_\_\_\_\_  
**Federal Tax ID No.: \_\_\_\_\_**  
**Professional Representative: Tracy McMillian**  
**Telephone:**  
**E-mail: tmcmillian@nelsonnygaard.com**

**PROJECT DESCRIPTION:** This Project Task Order #2 is for Knoles Elementary School Area Improvements (“Project”).

The Project is scheduled to commence on February 11, 2025, and be completed no later than August 15, 2026.

**PROJECT SITE ADDRESS/LOCATION:** The work for Project Task Order # 2 is located in Flagstaff, Arizona.

**PROJECT TASK ORDER PRICE (Not to Exceed): Two Hundred Twelve Thousand Three Hundred Eighty Eight Dollars and Fifty Cents (\$212,388.50)**

1. **Task Fee:** The **Project 2** Task Order Fee is not to exceed \$212,388.50 and is to be paid in installments based upon monthly progress reports with detailed invoices submitted by Nelson/Nygaard in such form as approved by MetroPlan, to be paid subject to the following limitations.

**a. Documentation of Monthly Progress**

i. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed Ninety Percent (90%) of the total Contract Amount prior to submittal of the final deliverables.

**b. Reimbursable Costs:** (Reimbursable costs are at federal per diem rates for all travel, lodging, and incidentals.)

i. The Project Task Order Task Fee includes a sub-limit Reimbursable Costs amount not to exceed a total of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00), with such Reimbursable Costs to be paid based upon monthly progress reports and detailed invoices submitted by Design Professional’s project manager in such form as approved by MetroPlan. Travel reimbursement must confirm to federal reimbursement rates.

**c. Other:**

i. The Project Task Order Task Fee includes a sub-limit for Sub-Contractor Mark Up not to exceed Five Thousand Five Hundred Fifty-Eight Dollars and Fifty Cents (\$5,558.50) total, with such Sub-Contractor Mark Up costs to be paid based upon monthly progress reports and detailed invoices submitted by Design Professional’s project manager in such a form as approved by MetroPlan.

ii. Unique Insurance and/or Bond Requirements: N/A.

iii. Unique Compliance with Government Provisions: N/A.

**SCOPE OF SERVICES, DELIVERABLES, AND PROJECT SCHEDULE/DURATION:** Attachment 1.

**UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)** (Article 11): Attachment 2.

**PROJECT SPECIFIC CONDITIONS (IF ANY):** Attachment 3.

IN WITNESS, WHEREOF, the parties hereto have executed this Project Order through their duly authorized representatives and bind their respective entities as of the effective date.

**“MetroPlan”**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**“Nelson/Nygaard”**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT 1 – SCOPE OF WORK AND PROJECT SCHEDULE**

*(To be completed by MetroPlan)*

**SCOPE OF WORK:**

The Statement of Qualifications and Negotiated Scope dated 12-17-2024 constitute the scope of work with the following changes:

- MetroPlan and Nelson/Nygaard will develop a mutually agreed upon public outreach plan to specifically outline activities. Assumed survey and public engagement data from related MetroPlan efforts may not be timely available.
- Nelson Nygaard will be responsible for the collection of any additional required data including required traffic counts and turning movements within the existing agreed upon budget.

**PROJECT SCHEDULE:**

Task	Description	2025												2026							
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2.00	Knoles Elementary School Area Improvements																				
2.10	Project Management																				
2.20	Public Engagement																				
2.30	Background Data Collection																				
2.40	Alternatives Analysis																				
2.50	15-30% Design																				



**PROJECT TASK ORDER #2**

**ATTACHMENT 2 - UNIQUE INSURANCE REQUIREMENTS (IF ANY)**

**N/A**

**PROJECT TASK ORDER #2**  
**ATTACHMENT 3 - PROJECT SPECIFIC COMPLIANCE**

**N/A**

## EXHIBIT A | SCOPE OF WORK



### PROFESSIONAL PROJECT TASK ORDER

**Project Task Order No. 3**

**Contract No. 2024-04**

**THIS PROJECT TASK ORDER** is made and entered into effective \_\_\_\_\_, 2025, by and between MetroPlan and the "Design Professional" designated below. This Project Task Order is entered into pursuant to and incorporates herein the terms and provisions of the Professional Contract No. 2024-04, dated February 11, 2025, between MetroPlan and Design Professional ("Contract"). Upon full execution of this Project Task Order, the Project Task Order, together with the Project Task Order Contract (including all the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein ("Services").

MetroPlan and Professional agree as follows:

**MetroPlan**  
**3773 N. Kaspar Dr.**  
**Flagstaff, AZ 86004**  
**Project Manager: Corey Cooper**  
**Telephone:**  
**E-mail: corey.cooper@metroplanflg.org**

**Nelson/Nygaard Consulting Associates, Inc.**  
**Jennifer Wieland, Managing Director**

\_\_\_\_\_  
**Federal Tax ID No.: \_\_\_\_\_**  
**Professional Representative: Tracy McMillian**  
**Telephone:**  
**E-mail: tmcmillian@nelsonnygaard.com**

**PROJECT DESCRIPTION:** This Project Task Order #3 is for the Northeast Schools' Area Improvements ("Project")

The Project is scheduled to commence on February 11, 2025, and be completed no later than August 15, 2026.

**PROJECT SITE ADDRESS/LOCATION:** The work for Project Task Order # 3 is located in Flagstaff, Arizona.

**PROJECT TASK ORDER PRICE (Not to Exceed): Two Hundred Ninety-One Thousand Three Hundred Seventy-Three Dollars and Fifty Cents (\$291,373.50)**

1. **Task Fee:** The **Project 3** Task Order Fee is not to exceed \$291,373.50 and is to be paid in installments based upon monthly progress reports with detailed invoices submitted by Nelson/Nygaard in such form as approved by MetroPlan, to be paid subject to the following limitations.

**a. Documentation of Monthly Progress**

i. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed Ninety Percent (90%) of the total Contract Amount prior to submittal of the final report deliverables.

**b. Reimbursable Costs:** (Reimbursable costs are at federal per diem rates for all travel, lodging, and incidentals.)

i. The Project Task Order Task Fee includes a sub-limit Reimbursable Costs amount not to exceed a total of Ten Thousand Seven Hundred Fifty Dollars (\$10,750.00), with such Reimbursable Costs to be paid based upon monthly progress reports and detailed invoices submitted by Design Professional's project manager in such form as approved by MetroPlan. Travel reimbursement must conform to federal reimbursement rates.

**c. Other:**

i. The Project Task Order Task Fee includes a sub-limit for Sub-Contractor Mark Up not to exceed Five Thousand One Hundred Eight Dollars and Fifty Cents (\$5,108.50) total, with such Sub-Contractor Mark Up costs to be paid based upon monthly progress reports and detailed invoices submitted by Design Professional's project manager in such form as approved by MetroPlan.

ii. Unique Insurance and/or Bond Requirements: N/A

iii. Unique Compliance with Government Provisions: N/A

**SCOPE OF SERVICES, DELIVERABLES, AND PROJECT SCHEDULE/DURATION:** Attachment 1.

**UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)** (Article 11): Attachment 2.

**PROJECT SPECIFIC CONDITIONS (IF ANY):** Attachment 3.

IN WITNESS, WHEREOF, the parties hereto have executed this Project Order through their duly authorized representatives and bind their respective entities as of the effective date.

**“MetroPlan”**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**“Nelson/Nygaard”**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT 1 – SCOPE OF WORK AND PROJECT SCHEDULE**

*(To be completed by MetroPlan)*

**SCOPE OF WORK:**

The Statement of Qualifications and Negotiated Scope dated 12-17-2024 constitute the scope of work with the following changes:

- MetroPlan and Nelson/Nygaard will develop a mutually agreed upon public outreach plan to specifically outline activities. Assumed survey and public engagement data from related MetroPlan efforts may not be timely available.
- Nelson Nygaard will be responsible for the collection of any additional required data including required traffic counts and turning movements within the existing agreed upon budget.
- Subtask 3.5: 15-30% Design:
  - For project concepts that MetroPlan wants to keep but are not ready, or don't have the budget, to move forward, the Consultant Team will provide 15% construction cost estimates.
  - The plans will include existing conditions apparent in aerial imagery, available GIS or previous survey information provided by MetroPlan.
  - The intent of the 30% plans will be to further refine design from 15% plans and identify constraints or areas which may need supplemental information as part of a future design effort, or to set up the design for success in pursuing future grant opportunities.
  - The level of detail will be consistent with the requirements outlined on the City of Flagstaff's Site Plan requirements, except where specifically omitted.

**PROJECT SCHEDULE:**

Task	Description	2025												2026								
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
3.00	Northeast Schools' Area Improvements																					
3.10	Project Management																					
3.20	Public Engagement																					
3.30	Background Data Collection																					
3.40	Alternatives Analysis																					
3.50	15-30% Design																					



**PROJECT TASK ORDER #3**

**ATTACHMENT 2 - UNIQUE INSURANCE REQUIREMENTS (IF ANY)**

**N/A**



**PROJECT TASK ORDER #3**  
**ATTACHMENT 3 - PROJECT SPECIFIC COMPLIANCE**

**N/A**



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## STAFF REPORT

**REPORT DATE:** January 24, 2025

**MEETING DATE:** February 11, 2025

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Sandra Tavel, Transportation Planner

**SUBJECT:** Consider Adoption of the updated Strategic Grants Plan FY25-28

### 1. RECOMMENDATION:

Staff recommend the Executive Board adopt the updated Strategic Grants Plan FY25-28

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 1:** Maximize Funding for Transportation Projects and Programs

**Objective 1.1:** Align capital and programmatic needs with priorities and fund sources

### 3. BACKGROUND:

The goal of the Strategic Grants Plan (SGP) is to minimize inter-jurisdictional competition for federal discretionary grants, increasing the likelihood for a project in the region to be awarded. In June of 2024, the Executive Board adopted MetroPlan's SGP that outlines and prioritizes fourteen (14) regional projects across seven (7) discretionary grant programs for FY24-27. Per the Plan, every January, MetroPlan will update the SGP as the current year falls off and a new year is added on. In late 2024, MetroPlan staff reached out to member agencies to inquire of any material changes in existing projects programmed for discretionary grant seeking for FY25-27 and new projects for FY28 discretionary grant seeking.

The updated SGP for FY25-28 is included as an attachment.

Updated changes include:

- Content in plan changed from FY24-27 to FY25-28; FY24 falls off and FY28 is added
- Updated due dates or next round of funding cycles for each grant program, where applicable
- Page 4: Foundation Grants Addendum
  - Indicates that non-federal, foundation grants are **not** part of the Strategic Grants Plan
- Page 5: Regional Project Map updated to add one new project: West Route 66 FUTS, south



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- Page 6: Mountain Line Transit Project Map updated to add one new project: Kaspar Phase II Bus Storage
- Page 7: Transportation Alternatives:
  - FY27 & FY28: Added West Route 66 FUTS, south
- Page 8: Revised, Safe Streets and Roads for All (SS4A):
  - FY26: Added Supplemental Planning Quick-Build projects from MetroPlan’s Vulnerable Road Users Plan
  - FY25: Added concept planning and design for all prioritized projects in the City of Flagstaff’s Active Transportation Master Plan (ATMP)
  - FY27: Construction | Santa Fe / Milton Bikeway | Santa Fe Trail: Malpais Ave to Railroad Springs | Milton Skybridge from east Santa Fe FUTS to NAU | Milton Bikeway from the Downtown Connection Center to Lake Mary Rd
  - FY28: Construction | Complete Streets Conversion | Fourth St - Route 66 to Cedar Ave
- Page 9: ATIIP (Active Transportation Infrastructure Improvement Program):
  - Programmed existing projects for re-application in FY25
- Page 10-17: Remaining programs
  - Updated to FY25-28 as FY24 fell off and FY28 was added
  - Pages 14-17: Mountain Line project costs increased
  - FY28: Added one new project: Kaspar Phase II Bus Storage, page 14

#### 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

TAC recommended the SGP FY25-28 update for Board Adoption.

#### 5. FISCAL IMPACT:

There are no direct fiscal impacts to MetroPlan. However, maintaining and following the SGP is an important step to submitting strong discretionary grant applications and increases the region’s chance of winning them.

#### 6. ALTERNATIVES:

- 1) **Recommended:** Adopt the updated Strategic Grants Plan FY25-28. This action will help the region to pursue grants proactively, increase collaboration, decrease competition among partners and write better grant applications so funds can be leveraged for projects that do not make good grant applications.
- 2) **Not Recommended:** Do not adopt the updated Strategic Grants Plan FY25-28. This action would maintain the status quo. The Board may provide additional direction.



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## 7. ATTACHMENTS:

Updated Strategic Grants Plan FY25-28

# Strategic Grants Plan

## FY 25-28



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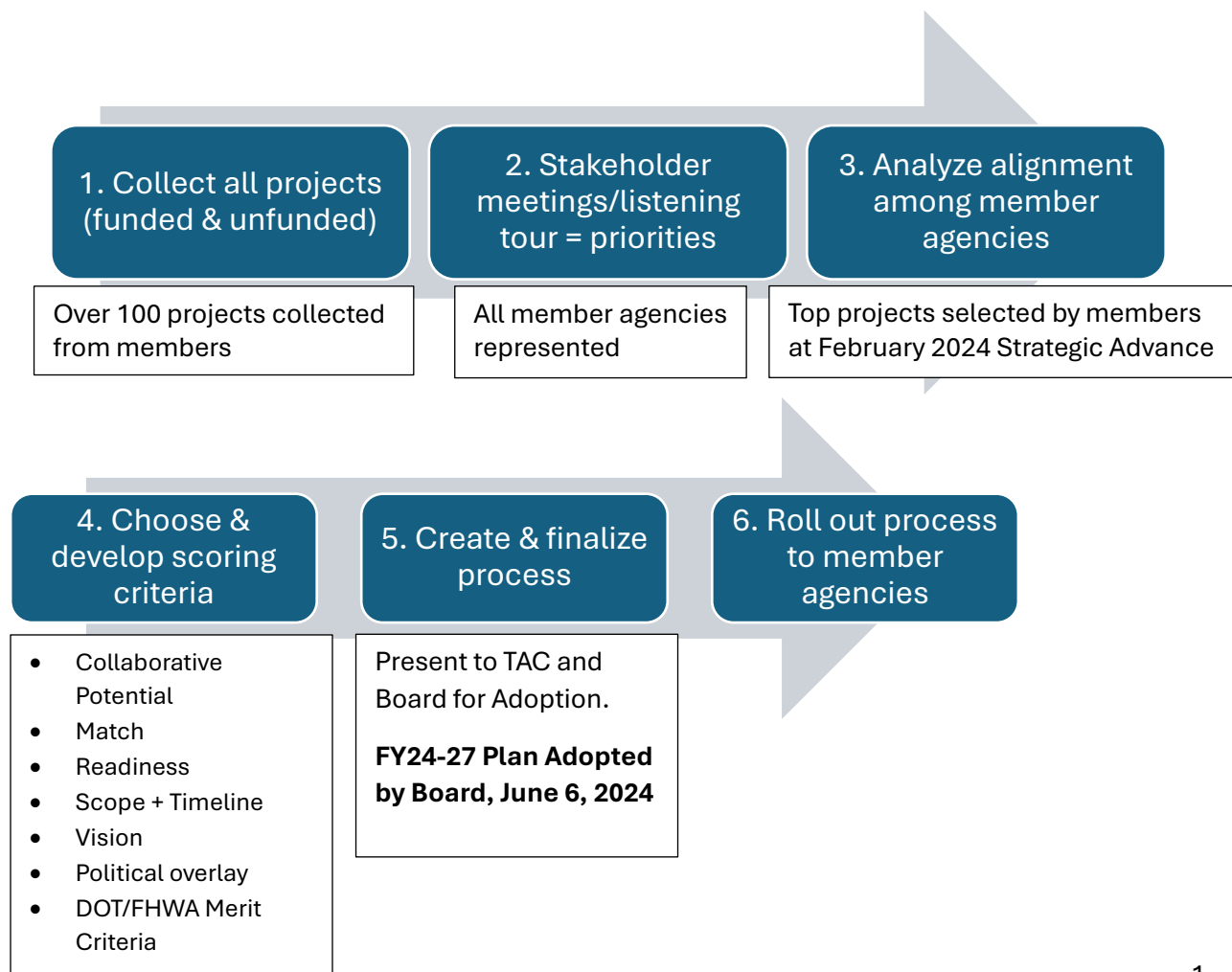
GREATER  FLAGSTAFF

### Introduction

The Bipartisan Infrastructure Law (BIL) / Infrastructure Investment and Jobs Act (IIJA) that took effect in 2021, increased the availability of discretionary federal (competitive grant) dollars by 40%. The law is in effect through 2026. MetroPlan Flagstaff and its member agencies – City of Flagstaff, Coconino County, Mountain Line Transit, Arizona Department of Transportation (ADOT) and Northern Arizona University (NAU) have been able to apply for and win more transportation dollars than ever before. To this end, MetroPlan sought to create a proactive, rather than reactive fund seeking strategy. This strategy seeks to analyze regional projects for best fit for grant programs, increase collaboration and decrease or eliminate competition amongst members and allow more lead time to develop complex and time-consuming components of federal grant applications such as the Benefit Cost Analysis (BCA), environmental review (NEPA – National Environmental Policy Act) and Right-of-Way (ROW) acquisition.

The Strategic Grants Plan aligns with MetroPlan’s mission to *facilitate improvements and programs for all transportation modes through collaborative priority setting, planning and the strategic pursuit of funding.*

### Steps taken to create Strategic Grants Plan in 2024:



## Foreword:

MetroPlan Flagstaff created its Strategic Grants Plan in response to the [Bipartisan Infrastructure Law](#) that enabled historic investment in transportation infrastructure in the amount of \$350 billion over five years from 2021 – 2026. MetroPlan saw a need to create a roadmap of regional projects scored against best fit for grants that resulted in this plan after experiencing successes in supporting its member organizations in pursuing and obtaining federal discretionary grants. One of MetroPlan’s strategic goals is to maximize transportation funds and MetroPlan’s mission includes partner collaboration in the pursuit of funds. It is MetroPlan’s aim to maximize internal and regional resources toward projects that make the **best fit** for federal grants; and that this plan supports the increase of collaboration, decrease of competition and results in submitting better grant applications that if awarded, enable the leveraging of funds to pay for other projects that do not fit discretionary grants.

## Internal process:

In FY24, MetroPlan collected 130 regional projects and scored them across 20 potential federal grant programs using the merit criteria and theme of federal discretionary grants’ Notice of Funding Opportunity (NOFO) through dedicated stakeholder meetings, its Strategic Advance and ad-hoc meetings across member agencies.

Common merit criteria across grant programs are:

- Safety
- Climate Change and Sustainability
- Equity
- Workforce Development, Job Quality and Wealth Creation
  - Includes economic competitiveness and opportunity
- Quality of Life
- Mobility and Community Connectivity
- State of Good Repair
- Partnership and Collaboration
- Innovation

This process resulted in identifying 14 projects as best fits across 7 discretionary grant programs for fiscal years 2025 through 2027.

The plan and process enable advanced knowledge on what grants regional partners are going to apply for in order to focus on grant components that take the most time.

Examples of time-consuming grant application components are: Benefit Cost Analysis, Right-of-Way and land acquisition, Environmental Review and obtaining non-federal matching funds between 5.7% and 20%, depending on the application requirements.

## MetroPlan’s role:

In addition to its role as a traditional Metropolitan Planning Organization, MetroPlan is a thought and strategy partner for seeking funds. In pursuit of grant funds, we have the capacity to support with application narratives, both composition and/or editing; political advocacy via support letters, speaking at the Arizona State Transportation Board and using our lobbyist to support project funding advocacy, as well as connect member agencies to resources such as the [NAU Economic Policy Institute](#) for Benefit Cost Analysis functions.

**Member Agencies:**

City of Flagstaff	Coconino County	Mountain Line Transit	AZ Department of Transportation (ADOT)	Northern AZ University
City jurisdiction for most transportation projects in the MetroPlan Region	County jurisdiction for MetroPlan region	<ul style="list-style-type: none"> <li>Transit agency whose discretionary grants come from the Federal Transit Administration</li> <li>Has own, already established project selection process for grants</li> </ul>	<ul style="list-style-type: none"> <li>Jurisdiction for state-owned facilities the MetroPlan region</li> <li>Provides pass through funds for both formula and discretionary funds</li> <li>Programming and Policy partner</li> </ul>	Jurisdiction for university infrastructure projects in the MetroPlan region

**Rank/score:**

MetroPlan ranked each project against federal grants using the following scores:

- 3 = best fit
- 2 = medium fit
- 1 = poor fit

Projects were compared against Merit Criteria elements mentioned in the Internal Process section earlier in this document. Though we did not use formal weighting of each criterion, we focused on Safety - whether the project is located in a High Injury Network (HIN) and Equity – whether the project is located in or directly affects a transportation disadvantaged area using the federal Council on Environmental Quality’s Climate and Economic Justice Screening tool, [CEJST](#). Lastly, we also considered whether the project fit the overarching theme of the discretionary grant program, such as resiliency against future climate-driven natural disasters like in the [PROTECT](#) grant. Most projects in this plan scored a 3 = best fit. The ones that scored a 2 = medium fit are marked in the pages below and made it into the plan as agreed-upon projects/grants among partners before this plan was created.

Note: Mountain Line transit has their own project selection process that is separate and distinct from MetroPlan’s; their content is still included in this plan via information on transit-related, discretionary grants. MetroPlan encourages all partners to consider transit in their projects.

**How to use the plan:**

This plan will be used by MetroPlan and its member agencies to guide future grant applications for the fiscal years **2025-2028**. In subsequent pages of the plan, there are summaries of each grant program, and which regional projects are best suited for each application, how they ranked, as well as a timeline.





**Resource dedication:**

MetroPlan has a small staff and one dedicated grant writer. This means that MetroPlan staff cannot always provide a full suite of grant writing services, such as writing the entire application narrative and facilitating subsequent components from strategy to submission. Given this resource limitation, MetroPlan will select 2-3 projects annually to focus on the entirety of the application and will recommend consultancy or members' in-house expertise for other projects.

**Deviations from the Plan:**

Should member agencies decide to apply for a federal discretionary grant with a project that has not been identified in the Strategic Grants Plan, MetroPlan will request a support letter from its Executive Board.

The reason for this is that when sudden and new projects that are not listed in the plan are proposed by members, MetroPlan may not have the capacity to connect resources to a whole new grant/project and our level of effort would likely decrease since we would already be working on grants that have been identified in the plan. If member agencies follow the plan, proactive resource dedication is possible, and the gathering of support letters can be almost immediate. The purpose of the plan is to look ahead to provide significant support, versus nominal support.

As mentioned, Mountain Line has its own project selection and grant seeking strategy that is separate from this plan.

**Foundation (non-federal) Grants Addendum:**

Non-federal grants are not part of the Strategic Grants Plan.

**Frequency | Plan Update and Ranking:**

The Strategic Grants Plan will be updated once annually in January based on when the bulk of grant application NOFOs are released, which is from May to August. Updating the plan each January allows for time to prepare for the next round of applications.

We will also consider ad-hoc updates if there are material changes to partners' Capital Improvement Plans (CIPs), scope changes or emergencies such as post wildfire flooding. MetroPlan will not re-rank all projects, but rather rank new projects or projects that have had significant scope changes enough to warrant re-ranking. Not everything is on the table every year.

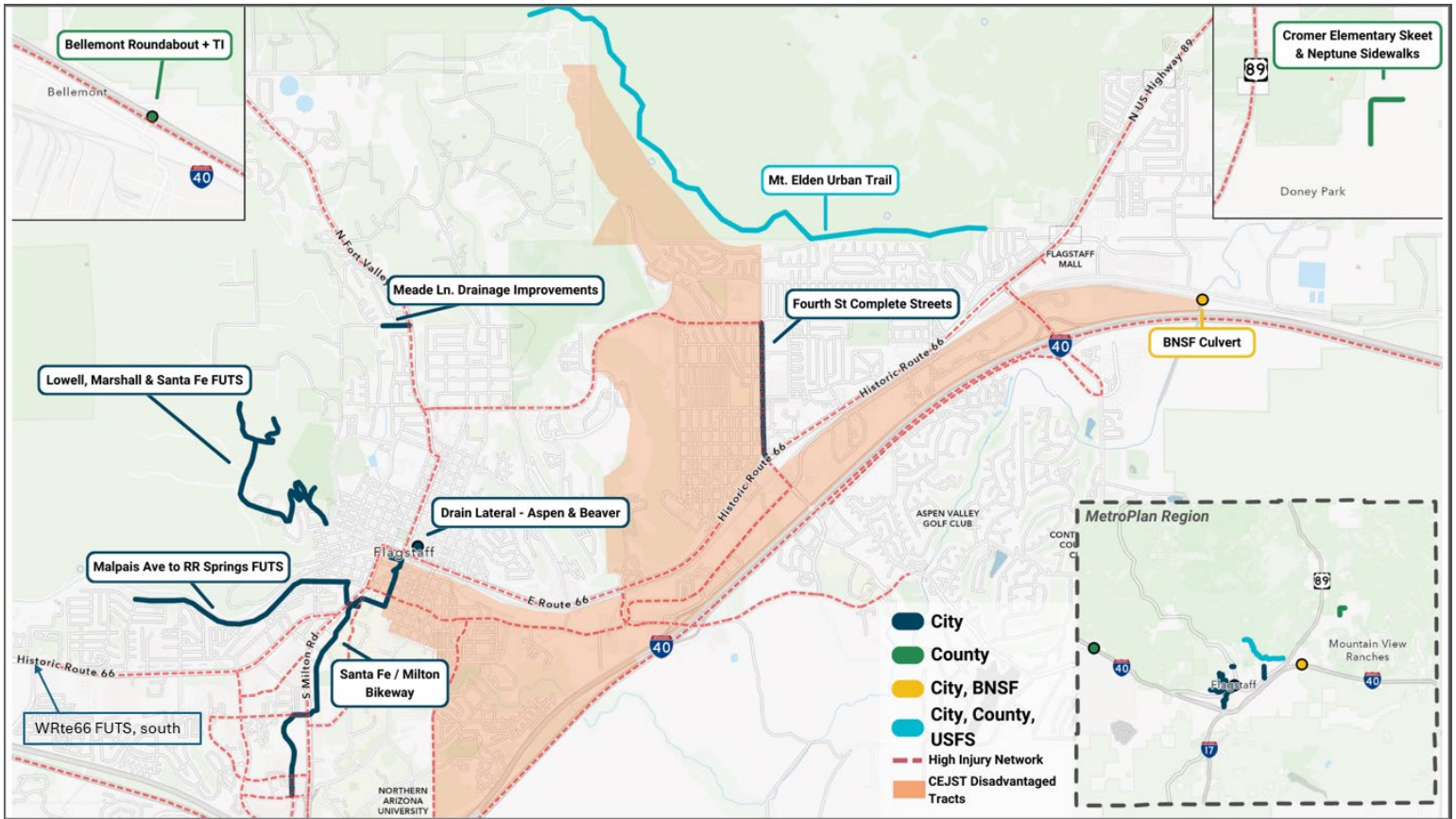
New projects will be ranked 1-3 using the above criteria. MetroPlan will then bring newly ranked projects to the TAC (Technical Advisory Committee) to refine.

We will revisit the projects that ranked 2s (medium fit) in our annual re-ranking process, as well as projects connected to failed grants. We will also re-rank projects in FY28 because one year will drop away.

**List of Appendices:**

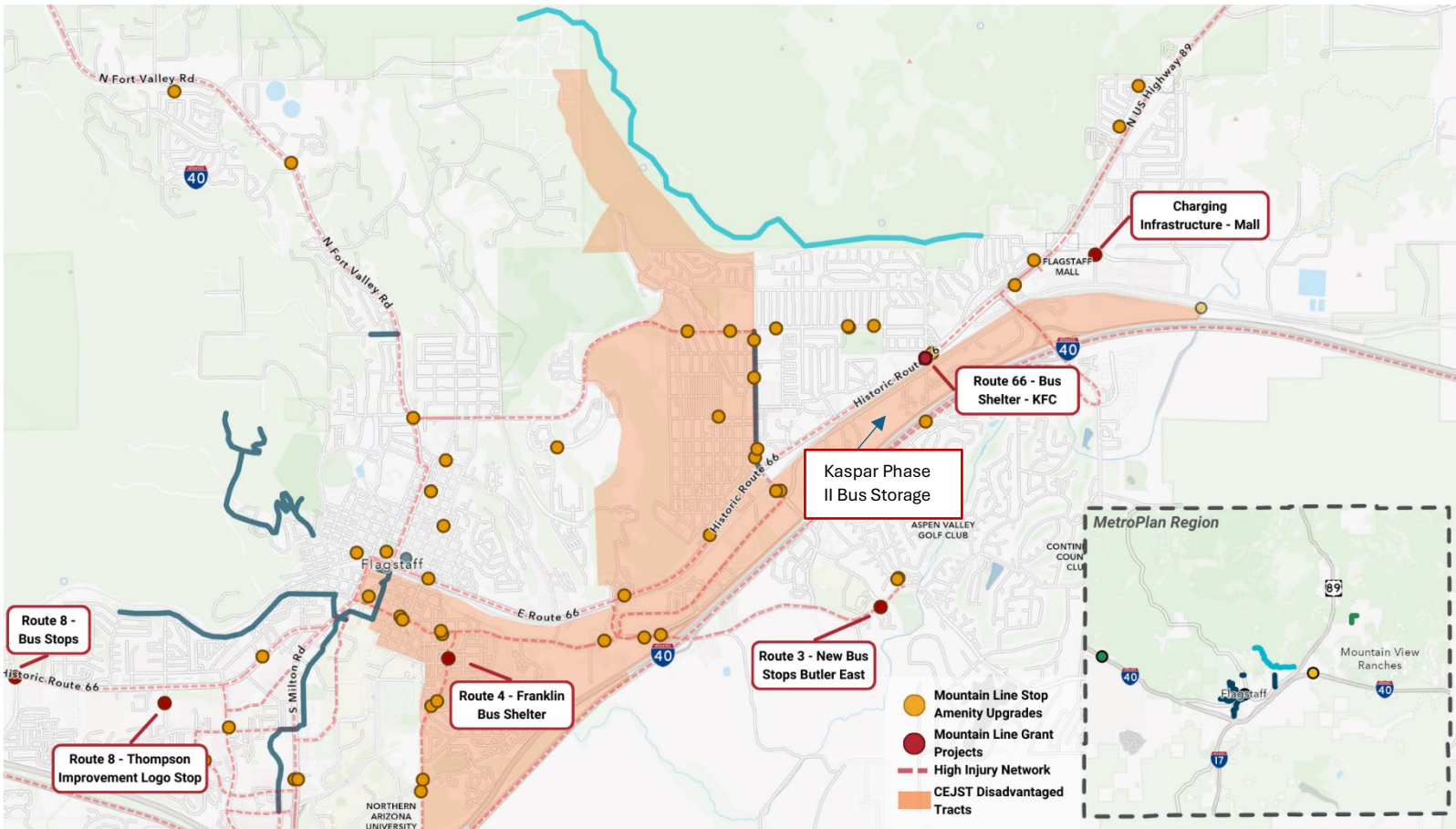
- Master List:
  - Regional matrix of all projects and discretionary fund sources

# Regional Project Map\*



\*Excludes Mountain Line Transit

# Mountain Line Transit Projects



**Funder:** State – AZ Dept of Transportation

**Next Application Release Date:** January 2025

**Required match:** 5.7%

**Background:**

Smaller-scale transportation projects: pedestrian and bicycle facilities; construction of turnouts, overlooks, and viewing areas; community improvements - historic preservation and vegetation management; environmental mitigation related to stormwater and habitat connectivity; recreational trails; safe routes to school projects; and vulnerable road user safety assessments.

**Eligible project costs:**

- Eligible non-infrastructure activities (e.g., educational programming)
- Planning/Scoping
- Design
- Construction
- Other items unavoidably required for the primary purpose of the project
- ADOT administrative fees

**Ineligible project costs:**

- Right-of-Way acquisition
- Routine maintenance and operations
- General recreation and park facilities
- Utility relocation not directly caused by the TA Program project
- Promotional activities except as permitted under the Safe Routes To School

**PRIORITY PROJECTS**

Project	Rank	Jurisdiction	FY25	FY26	FY27	FY28
Planning & Design   Mt Elden Urban Trail   5.5 miles from Elden Lookout Rd, terminus at Sandy Seep Trailhead at US89   <b>\$432,373</b>	3	USFS, City, County				
Construction   Cromer Elementary missing sidewalks – Neptune Dr (Skeet Dr to Lunar Dr)   Skeet Dr (Silver Saddle Rd to Neptune Dr)   <b>\$1,300,000</b>	3	County				
Planning & Design   <b>Santa Fe / Milton Bikeway</b>   Santa Fe Trail: Malpais Ave to Railroad Springs   Milton <b>Skybridge</b> from east Santa Fe FUTS to NAU   Milton Bikeway from the Downtown Connection Center to Lake Mary Rd   <b>\$463,100</b>	3	City				
Safe Routes Phase 2   <b>\$650,300</b>	3	MetroPlan				
Planning & Design   WRte66 FUTS, south, from Thompson to Woody Mountain   <b>\$500,000</b>	3	City				
Safe Routes to School capital projects   <b>\$1,900,000</b>	3	MetroPlan				

**Grant Info:** [SS4A](#) (Safe Streets and Roads for All)

**Funder:** federal, US DOT (Department of Transportation)

**Required nonfederal match:** 20%, ok to use in-kind

**Next Application Release Date:** Before the end of March 2025

**Background:**

- **Improve** roadway **safety** for all users by **reducing and eliminating serious injury and fatal crashes through comprehensive safety Action Plans** and their implementation.

**Planning and Demonstration Grants:**

- Develop, complete, or supplement a comprehensive safety action plan
- Demonstration activities | **temporary** safety improvements that inform Action Plans by testing them first

**Implementation Grants:**

- Implement projects and strategies identified in an Action Plan
  - Projects and strategies can be infrastructure, behavioral, and/or operational activities
  - May include demonstration activities, supplemental planning, and project-level planning, design, and development
  - Applicants **must have an eligible Action Plan** to apply for Implementation Grants
  - Project location must be on High Injury Crash Network

**Note: Not just bike/ped money | Safety money = must be tied to a safety problem**

**PRIORITY PROJECTS**

Project	Rank	Jurisdiction	FY25	FY26	FY27	FY28
Planning   Safe Routes to School and Bus Stops   <b>\$700,000</b>	3	County				
Planning & Demonstration   Quick-build projects based on Vulnerable Road Users (VRU) plan findings   <b>\$20,000</b>	3	MetroPlan				
Concept planning and design   All FUTS prioritized in <a href="#">ATMP</a>   <b>\$1,767,527</b>	3	City				
Construction   Santa Fe / Milton Bikeway   Santa Fe Trail: Malpais Ave to Railroad Springs   Milton Skybridge from east Santa Fe FUTS to NAU   Milton Bikeway from the Downtown Connection Center to Lake Mary Rd   <b>\$30,000,000</b>	3	City				
Construction   Complete Streets Conversion   Fourth St - Route 66 to Cedar Ave   <b>\$30,000,000</b>	3	City				

**Grant Info:** [ATIIP](#) (Active Transportation Infrastructure Improvement Program)

**Funder:** FHWA (federal highway administration)

**Required match:** 20%

**Next Application Release Date:** TBD – unsure if program will continue to be funded | Appropriations through 2026 in line with BIL

**Background:**

Supports planning and **active transportation implementation** (mobility options powered primarily by human energy, including bicycling and walking) **at the network scale, rather than on a project-by-project basis.**

The ATIIP awards competitive grants to **plan, design, and construct networks of safe and connected active transportation facilities that connect between destinations within a community or metropolitan region.** Additionally, grants may fund projects to plan, design, and construct an active transportation spine, a facility that connects communities, metropolitan regions, or States.

**PRIORITY PROJECTS**

Project	Rank	Jurisdiction	FY25	FY26	FY27	FY28
*Planning and Design   Santa Fe / Milton Bikeway   Santa Fe Trail: Malpais Ave to Railroad Springs   Milton Skybridge from east Santa Fe FUTS to NAU   Milton Bikeway from the Downtown Connection Center to Lake Mary Rd   <b>\$463,100</b>	3	City				
*Planning   Unincorporated County connectivity to activity and economic centers  <b>\$ 1,000,000</b>   *some of this project is outside the MetroPlan region	3	County				

\*Both projects submitted in July of 2024. If not awarded and ATIIP program is continued, applicants may re-apply.

**Grant Info:** [PROTECT](#) (Promoting Resilient Operations for Transformative, Efficient and Cost-Saving Transportation)

**Funder:** federal, US DOT (Department of Transportation), FHWA (Federal Highway Administration)

**Required nonfederal match:** 20%\*

**Next Application Due Date:** Feb 25, 2025 | Appropriations through 2026

**Background:**

Help make surface transportation more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes. Funds planning, resilience improvement. **\*Match gets reduced by 7 to 3 percentage points if the project is prioritized in a Resilience Improvement Plan.** No match for planning grants!

**PRIORITY PROJECTS**

Project	Rank	Jurisdiction	FY25	FY26	FY27	FY28
Design and Construction   reduce the tailwater condition at BNSF culvert 338.9 and US 66   <b>\$20,000,000</b>	3	City, BNSF				
Resilience planning – Post Wildfire Flooding   <b>\$500,000</b>	3	MetroPlan				
Construction   Drainage bundle: Meade Lane drainage between Highway 180 and the Rio de Flag; Fanning Wash, Downtown Drain lateral - Aspen and Beaver   <b>\$11,000,000</b>	3	City				

**Grant Info:** [RAISE](#) (Rebuilding American Infrastructure with Sustainability and Equity)

**Funder:** federal, US DOT (Department of Transportation)

**Required nonfederal match:** 20%

**Next Application Due Dates:** FY25: Jan 30, 2025 | FY26: Jan 2026

**Background:**

Planning or constructing surface transportation infrastructure projects that improve safety, environmental sustainability, quality of life, mobility & community connectivity, economic competitiveness & opportunity, including tourism, state of good repair, partnership & collaboration, and innovation

**PRIORITY PROJECTS**

Project	Rank	Jurisdiction	FY25	FY26	FY27	FY28
Engineering   Bellemont Roundabout and TI modernization and expansion   <b>\$4,000,000</b>	2	County				
Construction   Santa Fe / Milton Bikeway   Santa Fe Trail: Malpais Ave to Railroad Springs   Milton Skybridge from east Santa Fe FUTS to NAU   Milton Bikeway from the Downtown Connection Center to Lake Mary Rd   <b>\$30,000,000</b>	3	City				
Construction   Complete Streets Conversion   Fourth St - Route 66 to Cedar Ave   <b>\$30,000,000</b>	3	City				



**Grant Info:** [FLAP](#) (Federal Lands Access Program)

**Funder:** federal, US DOT (Department of Transportation), FHWA (Federal Highway Administration)

**Required nonfederal match:** 20%

**Next Application Due Date:** 2026, tentative

**Background:**

Improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. Supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

**PRIORITY PROJECTS**

Project	Rank	Jurisdiction	FY25	FY26	FY27	FY28
Design to 30%   Lake Mary widening between N & S Mormon Loop Lake Access.   Planning and construction   Lake Mary Bike Lanes   cost TBD	3	County				

**Grant Info:** [INFRA](#) | [MEGA](#) | [Rural](#)

**Funder:** federal, US DOT (Department of Transportation)

**Required nonfederal match:** 20%

**Next Application Due Date:** Closed; re-opening TBD | Appropriations through FY2026

**Background:**

Eligible Project Costs		
Mega	INFRA	Rural
Development-phase activities and costs, including planning, feasibility analysis, revenue forecasting, alternatives analysis, data collection and analysis, environmental review and activities to support environmental review, preliminary engineering and design work, and other preconstruction activities, including the preparation of a data collection and post-construction analysis plan; and, Construction, reconstruction, rehabilitation, acquisition of real property (including land relating to the project and improvements to that land), environmental mitigation (including projects to replace or rehabilitate culverts or reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, acquisition of equipment, protection, and	Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering, design, and other preconstruction activities, provided the project meets statutory requirements. Construction, reconstruction, rehabilitation, or acquisition of property (including land related to the project and improvements to the land), environmental mitigation (including a project to replace or rehabilitate a culvert, or to reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, equipment acquisition, and operational improvements directly related to system performance.	Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities; and, Construction, reconstruction, rehabilitation, acquisition of real property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, acquisition of equipment, and operational

**MEGA:** supports large, complex projects that are difficult to fund by other means and likely to generate national or regional economic, mobility, or safety benefits.

**INFRA:** multimodal freight and highway projects of national or regional significance to improve the safety, efficiency, and reliability of the movement of freight and people in and across rural and urban areas.

**Rural:** supports projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.

**PRIORITY PROJECTS**

Project	Rank	Jurisdiction	FY25	FY26	FY27	FY28
<b>RURAL</b>						
Construction   Santa Fe / Milton Bikeway   Santa Fe Trail: Malpais Ave to Railroad Springs   Milton Skybridge from east Santa Fe FUTS to NAU   Milton Bikeway from the Downtown Connection Center to Lake Mary Rd   <b>\$30,000,000</b>	3	City				
Construction   Complete Streets Conversion   Fourth St - Route 66 to Cedar Ave   est total project cost <b>\$30,000,000</b>	3	City				

**Grant Info:** [Bus and Bus Facilities](#) | 5339(b)

**Funder:** Federal | Federal Transit Administration

**Required nonfederal match:** 20%

**Next Application Due Date:** April 25, 2025

**Background:** Replace, rehabilitate and purchase buses and related equipment. Construct bus-related facilities. Includes tech or innovations to modify low or no emission vehicles or facilities. Some funds for workforce and training.

**PRIORITY PROJECTS**

**Note:** \*bus stops included as one project

Project	Jurisdiction	FY25	FY26	FY27	FY28
Fixed Route Bus Replacements (BEB)   <b>\$12,794,141</b>	Mountain Line				
Kaspar Phase II Bus Storage   <b>\$41,129,000</b>					
Battery Electric Bus Training   <b>\$50,000</b>	Mountain Line				
Replace Paratransit Cutway Vans   <b>\$1,035,652</b>	Mountain Line				
Charging Infrastructure – Offsite   <b>\$2,200,000</b>	Mountain Line				
*Bus Stop Upgrade - Route 4 Mohawk   <b>\$33,169</b>	Mountain Line				
*Route 4 and 14 - Zuni and Masonic Stops (2 logo)   <b>\$40,000</b>	Mountain Line				
*Route 8 - Thompson Improvement logo stop   <b>\$30,000</b>	Mountain Line				
*New Bus Stop - Route 3, Butler East   <b>\$159,848</b>	Mountain Line				
*New Bus Stops – Route 8 Extension Stops   <b>\$232,000</b>	Mountain Line				
*Bus Stop Upgrade - Route 4 Franklin   <b>\$34,164</b>	Mountain Line				
*New Bus Stop – Route 66 Crown   <b>\$195,212</b>	Mountain Line				
RTA Display – Various Locations (Shared Stops)	Mountain Line				
Kaspar Server Replacement   <b>\$35,000</b>	Mountain Line				

**Grant Info:** [Lo and No Emission Bus Grants](#) | 5339(c)

**Funder:** Federal | Federal Transit Administration

**Required nonfederal match:** 20%

**Next Application Due Date:** April 25, 2025

**Background:** Purchase or lease zero-emission (battery electric and hydrogen fuel cell) and low-emission (hybrid electric/gas, hybrid electric/diesel, compressed natural gas, liquified natural gas, ethanol, propane) transit buses. Acquisition, construction, and leasing of required supporting facilities.

**PRIORITY PROJECTS**

Project	Jurisdiction	FY25	FY26	FY27	FY28
Fixed Route Bus Replacements (BEB)   <b>\$12,794,141</b>	Mountain Line				
Fixed Route Bus Expansion   <b>\$5,589,319</b>					
Charging Infrastructure – Offsite   <b>\$2,200,000</b>	Mountain Line				

**Grant Info:** [Urbanized Area Formula Grants](#) | 5307 and 5339, competitive

**Funder:** ADOT through Federal | Federal Transit Administration

**Required nonfederal match:** 20%

**Next Application Due Date:** TBD

**Background:** Construction projects and capital purchases of vehicles.

**PRIORITY PROJECTS**

**Note:** *\*bus stops included as one project*

Project	Jurisdiction	FY25	FY26	FY27	FY28
Fixed Route Bus Replacements (BEB)   <b>\$12,794,141</b>	Mountain Line				
Replace Paratransit Cutway Vans   <b>\$1,035,652</b>	Mountain Line				
Charging Infrastructure – Offsite   <b>\$2,200,000</b>	Mountain Line				
Operation Support Vehicle Replacement   <b>\$178,231</b>	Mountain Line				
Shelter Rehabilitations   <b>\$660,000</b>	Mountain Line				
*Bus Stop Upgrade - Route 4 Mohawk   <b>\$33,169</b>	Mountain Line				
Route 66 Bus Shelter – KFC   <b>\$34,164</b>	Mountain Line				
*Route 4 and 14 - Zuni and Masonic Stops (2 logo)   <b>\$40,000</b>	Mountain Line				
*Route 8 - Thompson Improvement logo stop   <b>\$30,000</b>	Mountain Line				
Bus Stop Amenity Upgrades   <b>\$1,800,000</b>	Mountain Line				
*New Bus Stop - Route 3, Butler East   <b>\$159,848</b>	Mountain Line				
*New Bus Stops – Route 8 Extension Stops   <b>\$232,000</b>	Mountain Line				
*Bus Stop Upgrade - Route 4 Franklin   <b>\$34,164</b>	Mountain Line				
*New Bus Stop – Route 66 Crown   <b>\$195,212</b>	Mountain Line				

**Grant Info:** [Metropolitan Transportation Planning](#) | 5305

**Funder:** Federal | Federal Transit Administration

**Required nonfederal match:** 20%

**Next Application Due Date:** April 25, 2025

**Background:** Multimodal transportation planning activities that support economic vitality, increase safety, increase access, protects the environment, improves connectivity and quality of life.

**PRIORITY PROJECTS**

Project	Jurisdiction	FY25	FY26	FY27	FY28
Capital Planning Studies   <b>\$850,000</b>	Mountain Line				