



CITY COUNCIL VOTING MEETING MEETING

VOTING MEETING AGENDA

TUESDAY, NOVEMBER 23, 2021, 3:00 PM

201 S. Cortez Street
Prescott, AZ 86303
City Council Chambers

Greg Mengarelli, Mayor

Alexa Scholl, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Cathey Rusing, Councilmember

Steve Sischka, Councilman

Clark Tenney, Councilman

The following Agenda will be considered by the Prescott **City Council Voting Meeting** at its **Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of the meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02. One or more members of the Council may be attending the meeting through the use of a technological device.

Viewing & Participation

This meeting may be viewed on Channel 64, Facebook Live or on the City's website: [Live Prescott City Council Videos](#)

Or via Zoom by registering in advance: [Zoom Registration Link](#)

Public comments for Council may be submitted through the City website: [Public Comment Form](#)

- 1. CALL TO ORDER**
- 2. INTRODUCTIONS / ANNOUNCEMENTS**
- 3. INVOCATION - Reverend Dan Hurlbert of Prescott United Methodist**
- 4. POSTING OF COLORS BY MEMBERS OF THE AMERICAN LEGION & PLEDGE OF ALLEGIANCE BY MAYOR PRO TEM SCHOLL**
- 5. ROLL CALL**
- 6. PRESENTATIONS**
 - A. Presentation from Hinton Burdick Regarding the FY2021 Audit Result and Financial Statements.**
- 7. PROCLAMATIONS**
 - A. Small Business Saturday - November 27th**
 - B. 80th Anniversary of Pearl Harbor - December 7th**

8. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

Recommended Action: MOVE to approve Consent Agenda Items 8.A. through 8.F.

- A. Approval of Minutes from the November 9, 2021 Executive Session, the November 9, 2021 Study Session and the November 9, 2021 Voting Meeting.
- B. Approval of the Official Canvass of the City of Prescott General Election Held on November 2, 2021.
- C. Adoption of Resolution No. 2021-1802 Approving City Contract No. 2022-111 an Intergovernmental Agreement Between the City of Prescott and Yavapai Community College for the Northern Arizona Regional Training Academy (NARTA) Sergeant.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COLLEGE (CITY CONTRACT NO. 2022-111) TO FORMALIZE THE APPOINTMENT OF A PRESCOTT POLICE DEPARTMENT SERGEANT TO SUPERVISE THE NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) AT YAVAPAI COLLEGE AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

- D. Approval of City Contract No. 2022-113 for the Purchase of One (1) F-350 4x4 Regular Cab Service Body Truck and Two (2) F-350 4x4 Super Cab Service Body Trucks in the Amount of \$195,215.28 from Peoria Ford using State of Arizona Contract No. ADSP017-166117. Funding is Available in the Wastewater and Streets Funds.
- E. Approval of City Contract No. 2022-116 for the Purchase of One (1) Rear Mount Boom Mower attachment from Alamo Industrial using HGAC Contract No. GR01-20 Pricing in the Total Amount of \$26,010.77. Funding is Available in the Wastewater Fund.
- F. Approval of Contract No. 2022-117 with Commercial Properties Northern Arizona (CPNA) for Real Estate Marketing and Brokerage Services.

9. REGULAR AGENDA

- A. Adoption of Resolution No. 2021-1803, Authorizing the Signing of the City's Decision and Order Modification Application by City Manager Lamar and Submittal to the Arizona Department of Water Resources.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF WATER RESOURCES TO MODIFY THE CITY'S ASSURED

WATER SUPPLY DESIGNATION

Recommended Action: MOVE to adopt Resolution No. 2021-1803

- B. Approval of City Contract 2019-161A4, an Amendment to City Contract No. 2019-161 with Fann Environmental/Fann Contracting Joint Venture, for Guaranteed Maximum Price (GMP) #4 to Construct the Intermediate Pump Station Water Storage Tanks, in an Amount not to Exceed \$11,531,490.38. Funding is Available in the Water Fund.

Recommended Action: MOVE to approve City Contract No. 2019-161A4

- C. Approval of City Contract No. 2022-062 with Fann Contracting, Inc for the Lower Goldwater Lake Improvement Project in the Amount of \$1,596,049.25. Funding is Available in Various Funds.

Recommended Action: MOVE to approve City Contract No. 2022-062

10. PRESENTATION TO OUTGOING MEMBERS OF COUNCIL

- A. Mayor Pro Tem Scholl**
- B. Councilman Blair**
- C. Mayor Mengarelli**

11. SWEARING IN OF NEWLY ELECTED MEMBERS OF PRESCOTT CITY COUNCIL

- A. Mayor Phil Goode**
- B. Councilmembers Jessica Hall, Brandon Montoya and Eric Moore**

12. CALL TO ORDER & ORGANIZATION OF NEW COUNCIL

13. ROLL CALL

Mayor Phil Goode
Councilwoman Jessica Hall
Councilman Brandon Montoya
Councilman Eric Moore
Councilmember Cathey Rusing
Councilman Steve Sischka
Councilman Clark Tenney

14. REGULAR AGENDA FOR NEW COUNCIL

- A. Appointment of Mayor Pro Tem.

Recommended Action: MOVE to nominate and designate a Mayor Pro Tem to serve from November 23, 2021 through November 22, 2022.

- B. Appointment of Members for the Council Subcommittee on Water Issues.

Recommended Action: MOVE to nominate and appoint the three members of Council to serve two year terms (ending in December 2023) on the Subcommittee on Water Issues

15. ADJOURNMENT

EXECUTIVE SESSION

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (3) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (4) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. § 38-431.03(A)(4));
- (5) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (6) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (7) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 72 hours advanced notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 777-1272 to request an accommodation to participate in this public meeting. Prescott TDD number is (928) 445-6811. Additionally, free public relay service is available from Arizona Relay Service at 1-800-367-8939 and more information at www.azrelay.org

Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. §38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless City Council takes a legal action at a properly noticed open meeting to approve of such expenditures prior to incurring any such obligation or indebtedness. A.R.S. §38-431.07(A)(B).

CERTIFICATION OF POSTING OF NOTICE

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



Sarah M. Siep, City Clerk

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **11-23-21**

DEPARTMENT: **City Clerk**

AGENDA ITEM: Approval of Minutes from the November 9, 2021 Executive Session, the November 9, 2021 Study Session and the November 9, 2021 Voting Meeting.

ITEM SUMMARY

Attached for approval are the City Council minutes for the November 9, 2021 Executive Session, the November 9, 2021 Study Session and the November 9, 2021 Voting Meeting.

BACKGROUND

N/A

FINANCIAL IMPACT

There is no fiscal impact on this item.

Recommended Action:

ATTACHMENTS

1. [November 9, 2021 E-Session Minutes.docx](#)
2. [November 9, 2021 Study Session Minutes.docx](#)
3. [November 9, 2021 Voting Meeting Minutes.docx](#)



CITY COUNCIL EXECUTIVE SESSION MEETING

EXECUTIVE SESSION MINUTES

TUESDAY, NOVEMBER 9, 2021, 11:00 AM

201 S Cortez Street
Prescott, AZ 86303
City Council Chambers

Greg Mengarelli, Mayor

Alexa Scholl, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Cathey Rusing, Councilmember

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE EXECUTIVE SESSION OF THE PRESCOTT CITY COUNCIL EXECUTIVE SESSION
HELD ON NOVEMBER 9, 2021, IN THE 201 S CORTEZ STREET PRESCOTT, AZ 86303 CITY COUNCIL
CHAMBERS.

1. Call to Order

Mayor Mengarelli called the meeting to order at 11:01 a.m.

2. Roll Call

Greg Mengarelli Mayor

Alexa Scholl Mayor Pro Tem

Steve Blair Councilman

Phil Goode Councilman

Cathey Rusing Councilmember

Steve Sischka Councilman – arrived at 11:03 a.m.

Clark Tenney Councilman

3. Call to Enter Executive Session

**MOTION BY COUNCILMAN TENNEY TO CONVENE EXECUTIVE SESSION;
SECONDED BY MAYOR MENGARELLI: PASSED [6 – 0] COUNCILMAN SISCHKA
ARRIVED AFTER THE VOTE**

4. LEGAL MATTERS

*Discussion or consultation for legal advice with the attorney or attorneys of the public
body; legal advice with the city's attorneys; discussion or consultation with the public
body's lawyers(s) to consider pending or contemplated litigation, settlement discussions,
or negotiated contracts; discussion of international, interstate and tribal negotiations; and*

discussion regarding the purchase, sale or lease of real property. A.R.S. §38-431.03(3)(4) (6) &(7).

A. Yavapai Prescott Indian Tribe Settlement Discussions

B. RFP for Commercial Real Estate Services

*****Mayor Mengarelli recused himself from discussion on Item 4.C. due to a conflict of interest*****

C. Petroglyph Pointe Development

5. Adjournment

There being no further business to discuss, Mayor Pro Tem Scholl adjourned the meeting at 12:55 p.m.

GREG MENGARELLI, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Executive Session of the City Council Executive Session of the City of Prescott, Arizona held on November 9, 2021. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2021.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk



CITY COUNCIL STUDY SESSION MEETING

STUDY SESSION MINUTES

TUESDAY, NOVEMBER 9, 2021, 1:00 PM

201 S. Cortez Street
Prescott, AZ 86303
Council Chambers

Greg Mengarelli, Mayor

Alexa Scholl, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Cathey Rusing, Councilmember

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE STUDY SESSION OF THE PRESCOTT CITY COUNCIL STUDY SESSION HELD ON NOVEMBER 9, 2021, IN THE 201 S. CORTEZ STREET PRESCOTT, AZ 86303 COUNCIL CHAMBERS.

1. CALL TO ORDER

Mayor Mengarelli called the meeting to order at 1:06 p.m.

2. ROLL CALL

Greg Mengarelli	Mayor
Alexa Scholl	Mayor Pro Tem
Steve Blair	Councilman
Phil Goode	Councilman
Cathey Rusing	Councilmember
Steve Sischka	Councilman
Clark Tenney	Councilman

3. DISCUSSION

A. Update on the Yavapai County Broadband Initiative and Proposal.

YCESA Executive Director Stan Goligoski provided a presentation to Council regarding the County's Broadband Initiative. He discussed funding available for Broadband options within Yavapai County and added that 90% of our community is underserved with regard to Broadband.

Schools & Libraries:

- * 74 schools and libraries are connected through high-speed internet
- * Not all locations have dedicated fiber to location (hybrid)
- * High-speed broadband delivery achieved through \$1.8 million in funding
- * RFP awardee added an additional \$1.7 million to complete the work
- * 87% price reduction

The goal of this project would be to serve the total population of Yavapai County (235,099 people, 120,646 housing units, and 6,024 employer establishments) with more reliable and affordable high speed service. Mr. Goligoski stated that the community of Jerome was a test case for this with great success.

Requests from Board of Supervisors:

- * Within 18 months of RFP Award – emphasis to reach portions of each district, partnerships with nine municipalities, all other locations will be connected in remaining six months
- * Requesting \$1.184 million in ARPA Funds from the City of Prescott
- * Have proposed to Sedona, Cottonwood, Clarkdale, Verde, Chino Valley, Dewey-Humboldt, Prescott Valley and Jerome

Mr. Goligoski said the County will return in late December or early January for a decision by Council based on the requests for the city to help support the "final mile" broadband initiative.

Mayor Mengarelli thanked Mr. Goligoski for his presentation and work on this.

Councilmember Rusing commented on the importance of this option in tele-med and emergency services which would be very helpful for our community. She added that it might be important to ensure there are no frequency issues with the airport.

Mr. Goligoski responded that the goal is to do as much fixed fiber optics as possible, which will be very restricted. The technology is advanced and won't bleed into the airport issues.

Councilman Tenney asked Mr. Goligoski to address what improvements a regular citizen would experience if the city were to contribute to this.

Mr. Goligoski responded that this would address high-speed at a lower price for everyone in the County.

Councilman Goode asked how long it will take before the project would potentially be completed and any unintended consequences.

Mr. Goligoski responded that it is an 18 month project for completion, there would be some areas that

are more difficult to address but there are contingencies for time built in. He added that the ARPA funds are very restrictive and the County would handle the reporting and the city would pay the various vendors to cover the costs in order to meet all the criteria. It would be a system wide award of the RFP for the whole of the county (currently have six companies that have filed an intent to bid). Updates will come on a quarterly basis to all participants.

County Librarian Cory Christians addressed concerns regarding any failures to perform that may occur as expressed by Councilman Goode stating that part of the bid requirements would include coverage for that.

This item was for discussion only, no formal action will be taken.

B. Introduction of New Victim's Services Emotional Support and Facility K-9.

Police Chief Amy Bonney provided a presentation regarding the new Victim Advocate program and K-9 service dog that will be joining the Department in early 2022. Several years ago therapy dogs became a growing trend in helping victims. No agencies in this side of Yavapai County have a full time victim support animal. Scientific research shows that professionally trained dogs are useful in reducing stress levels, managing depression, and fostering an overall sense of well-being, and enhances services to victims.

The service dog and handler will be fully trained and certified and be utilized primarily in victim services unit to assist victims of crime during forensic and other interviews, testimony and during therapeutic. Donated by the Department of Public Safety, funding for the program will likely come from community donations and contributions and other costs will be rolled into annual budget.

Councilman Blair asked where the dog will live. He added that service animals make a huge difference for our victims.

Chief Bonney responded that she will be with Senior Victim Advocate Amy Fillingim full time.

Councilmember Rusing thanked the community for their contributions to the K-9 program.

Councilman Sischka commented that this is very exciting and asked how long her training is.

Chief Bonney responded that she is currently doing basic training, how to be still for long periods of time, touch therapy, crawling for a scared victim and is being exposed to gunfire and helicopters.

Mayor Pro Tem Scholl commented on how wonderful this is, and added that raising service animals is such a special program. It is an honor for the Prescott Police Department to be on the cutting edge with this type of program.

This item was for discussion only, no formal action was taken.

C. Presentation of Decision and Order of Assured Water Supply No.86-401501.0001
Modification Application, Part 2 of 2

Water Resource Project Manager Leslie Graser provided a presentation to Council regarding the upcoming D&O Modification Application.

Application Requirements:

- * General Information - Council Resolution
- * Demand Estimates
- * Physical Availability
- * Continuous Availability and Legal Availability of Source Water
- * Consistency with Management Plan
- * Financial Capability
- * Consistency with Management Goal
- * Water Quality
- * Fees

Demand Estimate Updates:

- * Current Demand – 9,188 af/yr
- * Committed Demand – 3,691.40 af/yr
- * Projected Demand – 1,478.88 af/yr
- * Total – 14,358.28 af/yr

Physical Availability is a comprehensive hydrologic study that must be submitted within the application unless the Department has previously reviewed the hydrologic conditions for this area and has issued a valid letter of water availability, physical availability determination or analysis of assured water supply. The Department has adopted a substantive policy statement to provide guidelines for preparing the new hydrologic study. The policy statement is available on the Department's website.

This project has been ongoing for the last year or so and staff has been looking closely at physical supplies. City of Prescott's water portfolio consists of the following:

- * 24,574.84 af/yr - Water Portfolio
- * 9,466.02 af/yr - Groundwater (Prescott AMA)
- * 7,041.42 af/yr - Alternative Water
- * 8,067.40 af/yr - Alternative Water Transported/Imported Big Chino Groundwater

This is an important part of processes with regard to water to ensure that you are using what you have. First D&O was granted by ADWR in 1999.

Matrix New World Consultant Elizabeth Mora continued the presentation regarding the Prescott AMA Groundwater Flow Model. This was developed in 1995 and updated in 2002, 2006 and 2014 and

simulates historic water levels from the 1940s to present day using data such as aquifer properties from pump tests and drill logs. Model was released in June 2021, Matrix has modified the latest model to allow simulation of conditions in 100-years at various scenarios required by the AWS Program.

Model Comprises Two Aquifer Layers:

- * Layer 1 – clay, sand, and gravel deposits with relatively small water production
- * Layer 2 – most productive aquifer (fractured basalt)

Existing Wells in the Model:

- * City of Prescott – 8
- * Town of Prescott Valley – 30
- * Town of Chino Valley – 11
- * Other non-exempt (less than 35 gpm) – 330
- * Exempt (more than 35 gpm) – 6,900
- * Chino Valley Well Field – five wells with permitted capacities ranging from 640 to 3,170 gpm that have supplied the city since late 1940s
- * Airport Well Field – three existing wells and one future well with permitted capacities ranging from 1,000 to 2,478 that have operated since late 2000s, these wells located within ADWR’s safe harbor for recovery of recharged effluent at the city’s recharge facility

Determinations for Assured Water Supply:

- * Certificate of Assured Water Supply
- * Analysis of Assured Water Supply
- * Designation of Assured Water Supply
- * Pumping in the model by city cannot cause a well to lose pumping or the water level to exceed 1,000 feet below land surface

Hydrology Report:

- * Executive Summary
- * Demand calculations and water portfolio
- * Aquifer characterization and evaluation – hydrogeologic setting, water level data, aquifer properties
- * Impact analysis – 2021 PrAMA Model 100-year simulations

Department Review Process:

- * Administrative Completeness - Licensing Time Frame (LTF) is 150 days
- * Notice of Deficiency (NOD) - suspends LTF
- * Response to NOD - likely to include additional runs of the groundwater model (60 days)
- * 2nd NOD - likely if changes to the groundwater model are not required in 1st NOD (60 days)
- * Substantive Review - LTF is 60 days which includes the 30 day public notice period
- * Matrix anticipates one of more NODs that have become modus operandi in recent years.

Member of the public Peter Krupnick asked if the report is available to the public after the ADWR

review.

Mr. Mora responded that once it is submitted to ADWR it is public record and can be requested.

Ms. Graser added that staff will notify Council and the public when it is available.

Councilmember Rusing requested that the information be added to the City website.

Ms. Graser responded that staff can do that, however, she noted that if there is a notice of deficiency changes would need to be made and numbers would not be final.

Councilman Goode echoed comments that a preliminary application should be made available to the public.

This item was for discussion only, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Mengarelli adjourned the meeting at 2:28 p.m.

GREG MENGARELLI, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council Study Session of the City of Prescott, Arizona held on November 9, 2021. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2021.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk



CITY COUNCIL VOTING MEETING

VOTING MEETING MINUTES

TUESDAY, NOVEMBER 9, 2021, 3:00 PM

201 S. Cortez Street
Prescott, AZ 86303
City Council Chambers

Greg Mengarelli, Mayor

Alexa Scholl, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Cathey Rusing, Councilmember

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE VOTING MEETING OF THE PRESCOTT CITY COUNCIL VOTING MEETING HELD ON NOVEMBER 9, 2021, IN THE 201 S. CORTEZ STREET PRESCOTT, AZ 86303 CITY COUNCIL CHAMBERS.

1. CALL TO ORDER

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

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Scholl welcomed the audience and invited everyone to attend the Veterans Day Parade on November 11th in downtown Prescott.

3. INVOCATION - Pastor Steve Francis with Mountaintop Christian Fellowship

4. PLEDGE OF ALLEGIANCE - Mayor Mengarelli

5. ROLL CALL

Greg Mengarelli	Mayor
Alexa Scholl	Mayor Pro Tem
Steve Blair	Councilman
Phil Goode	Councilman
Cathey Rusing	Councilmember
Steve Sischka	Councilman
Clark Tenney	Councilman

6. PROCLAMATIONS

A. Patient Blood Management Week - Nov. 1 – 5

Councilman Sischka presented the Proclamation.

B. Major Frank Schiel, Jr. Remembrance Day - Nov. 20

Mayor Mengarelli presented the Proclamation.

7. PRESENTATIONS

A. Guns & Hoses Memorial Golf Tournament

Sherri Hanna provided a presentation to Council regarding the ninth annual tournament which was held once again this year at Antelope Golf Course and raised \$5000 for local safety personnel charities.

8. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

MOTION BY MAYOR PRO TEM SCHOLL TO APPROVE CONSENT AGENDA ITEMS 8.A. THROUGH 8.E.; SECONDED BY COUNCILMAN TENNEY: PASSED [7 – 0].

- A. Approval of Minutes from the October 26, 2021, 2021 Executive Session, the October 26, 2021 Study Session and the October 26, 2021 Voting Meeting.
- B. Appointment of Member to the Youth Advisory Board.
- C. Approval of Acceptance of Awarded Grant Funds from Arizona Department of Homeland Security as Follows: 1) \$26,000 for a SWAT Camera; and 2) \$6,800 for Threat Liaison Officer (TLO) Equipment and Training.
- D. Approval of City Contract No. 2022-089 with Precision Concrete Cutting for the FY22 Sidewalk Trip Hazard Elimination Project in the Amount of \$50,000.00. Funding is Available in the Streets Fund.
- E. Approval of City Contract No. 2022-106 with CBJ Asphalt & Concrete Contractors, LLC for the FY22 Pavement Preservation Crack Seal Project for Placement of Crack Seal in the Amount of \$300,500.00; and Approval of City Contract No. 2022-107 with Superior Supply Inc., for Crack Seal Material in the Amount of \$218,794.95. Funding is Available in the Streets Fund.

- F. Approval of CSP21-002 a Comprehensive Sign Plan Amendment for Findlay GMC Dealership. Location: APN 106-08-088B, 1008 Commerce Drive; Property Owner: Findlay Family Properties Limited; Applicant: A and B Sign Company Inc.

This Item was pulled from the Consent Agenda for further discussion.

Councilmember Rusing commented that this amendment went before the Planning & Zoning Commission and is being approved by Council, but she feels that this an example of something that should be taken care of administratively and without a permit. Her suggestion is that Council look at some of the sign ordinances and make changes.

Community Planner Tammy Dewitt responded that staff can look into this, but for now this is the way the process works.

Interim City Attorney Matt Podracky added that the land development code requires this process.

MOTION BY MAYOR PRO TEM SCHOLL TO APPROVE CONSENT AGENDA ITEM 8.F.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

9. CONSENT ORDINANCE

MOTION BY MAYOR PRO TEM SCHOLL TO ADOPT CONSENT ORDINANCE ITEM 9.A.; SECONDED BY COUNCILMAN BLAIR: PASSED [7 – 0].

- A. Adoption of Ordinance No. 2021-1784 Authorizing the Bidding, Purchase & Acceptance of a Perpetual Right of Way Easement from the Arizona State Land Department, for the City's Zone 56 Water Tank Project.

10. LIQUOR LICENSES

- A. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Brenda Marie Clouston, Applicant, for Colt Grill. Location: 202 S Montezuma Street.

Mayor Mengarelli stated that everyone is very excited to have them in this location here in Prescott and he appreciates their investment in the city.

Applicant Brenda Clouston said that they are happy to be part of downtown and look forward to opening.

MOTION BY COUNCILMAN SISCHKA TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN BLAIR: PASSED [7 – 0].

MOTION BY COUNCILMAN SISCHKA TO APPROVE ITEM 10.A.; SECONDED BY COUNCILMAN BLAIR: PASSED [7 – 0].

11. REGULAR AGENDA

A. Approval of Opioid Settlement Agreements.

Interim City Attorney Matt Podracky provided an overview to Council regarding the three recommendations before them related to the Settlement Agreements.

Outside Counsel Cheryl Ainsworth continued that this is the culmination of several years of litigation. The rest of the case will continue regardless of this, but it will bring \$1.8 million to the city over a period of time. There is currently a contingency fee agreement with the City but they are waiving those fees, will be fully funded by the defendants so the share is not reduced.

Councilmember Rusing commented that this won't be distributed in one payment but spread over one payment of \$83k/year for approximately 18 years with strict guidelines on spending. She asked if it will be put into a specific fund and if Council will vote on how it is spent.

Ms. Ainsworth responded that the Jansen Settlement is paid over six years and the others over eighteen payments. She added that there is a specific exhibit in the agreements that addresses how the funds can and cannot be spent. They will go directly to local governments for their decision in post use.

Councilman Goode added that Prescott experienced a dramatic impact due to the hundreds of unlicensed sober homes in neighborhoods and this is a good step in rectifying that impact. Now only have about 30 legitimate operators today.

MOTION BY MAYOR PRO TEM SCHOLL TO CONFIRM THE CITY'S PARTICIPATION IN THE ONE ARIZONA MOU SETTLEMENT AGREEMENT & AUTHORIZING THE MAYOR AND STAFF TO SIGN AND EFFECTUATE THE TERMS OF THE SETTLEMENT AGREEMENT; SECONDED BY COUNCILMAN GOODE: PASSED [7 – 0].

MOTION BY MAYOR PRO TEM SCHOLL TO CONFIRM THE CITY'S PARTICIPATION IN THE JANSEN SETTLEMENT AGREEMENT & AUTHORIZING THE MAYOR AND STAFF TO SIGN AND EFFECTUATE THE TERMS OF THE SETTLEMENT AGREEMENT; SECONDED BY COUNCILMAN GOODE: PASSED [7 – 0].

MOTION BY MAYOR PRO TEM SCHOLL TO CONFIRM THE CITY'S PARTICIPATION IN THE DISTRIBUTOR SETTLEMENT AGREEMENT & AUTHORIZING THE MAYOR AND STAFF TO SIGN AND EFFECTUATE THE TERMS OF THE SETTLEMENT AGREEMENT; SECONDED BY COUNCILMAN GOODE: PASSED [7 – 0].

*****Mayor Mengarelli recused himself from discussion in Item 11.B. and 11.C. due to a conflict of interest*****

B. Discussion Regarding Petroglyph Pointe, Doyar, Inc., The Views Apartment Project.

Councilman Sischka thanked the members of the public that came out to discuss this project. He stated that he feels they should be addressing the newly elected Council on this item and this should be continued until December 14.

Councilmember Rusing commented that a well managed and well planned community should not be able to have a plat map revised causing a number of issues and not go before Planning & Zoning or Council or have the developer make any stipulations for his water. She believes we need to work on our codes to ensure that things like this don't happen in the future.

Councilman Goode added that the community has substantial expectations regarding growth in this community and it is appropriate that this development and others be allowed to be addressed by this new Council.

**MOTION BY COUNCILMAN SISCHKA TO CONTINUE ITEM 11.B. TO THE
DECEMBER 14 VOTING MEETING; SECONDED BY COUNCILMAN BLAIR: PASSED
[6 – 0].**

- C. Approval of WSA21-015, a Water Service Application Submitted by Michael Lafferty on Behalf of Property Owner Petroglyph Pointe Doyar, Inc. Location: APN 105-04-217A, Comprising 6.9 Acres in T14N, R02W, Section 23, NE1/4, NW1/4, SE1/4.

Councilman Sischka commented that it is easier to run for office than it is to govern and the folks coming up on Council need to own this. He moved to continue this matter as well.

**MOTION BY COUNCILMAN SISCHKA TO CONTINUE ITEM 11.C. TO THE
DECEMBER 14 VOTING MEETING; SECONDED BY COUNCILMAN BLAIR: PASSED
[6 – 0].**

- D. Approval of WSA21-018, a Water Service Application Submitted by Granite Dells Estates Properties, Inc., on Behalf of Owner Granite Dells Estates Properties, Inc. Location: APN 103-04-009P Comprising 182.08 Acres, in T14N, R01W, Section 5, SE1/4, NW1/4, and APN 103-04-009V Comprising 4.18 Acres, in T14N, R01W, Section 6, SE1/4, SE1/4, SE1/4.

Deputy Public Works Director Gwen Rowitsch provided a presentation to Council regarding the Water Service Application for Granite Dells Estates Properties, Inc. The water demand analysis is estimated at 46.41 af/yr. with a total of 3 af/yr for all landscaping in Granite Dells Estates development.

Councilmember Rusing commented that she is being asked to approve water for a development that she has not had any discussion regarding the impact of the development in our community.

Member of the public D. Carter LaBarge addressed Council stating that water, plats and all the other items should be moved forward to the December meeting.

Councilman Goode asked if the development went through Planning & Zoning review for ingress and egress as well as other potential impacts. He feels their disclosure regarding the avigation easements was

inadequate, but there has been agreement with the developer for new homeowners to be properly noticed so he hopes that is the case.

Planning Manager George Worley responded that it did, as part of these processes the city looks at infrastructure now and in the future. All city standards have been complied with or will be applied with in the future phases and are part of the review process. He added that staff has had conversations with the developer regarding this phase and upcoming phases and he will comply with the LDC to the fullest extent as it pertains to avigation easements and will have to record the easement and notate the recordation number of the plat before the final plat is approved.

Interim City Attorney Matt Podracky commented that the discussion is getting off topic and suggested they move to Item 11.E. for these discussions.

Mayor and Council consensus to move onto Item 11.E.

MOTION BY COUNCILMAN SISCHKA TO APPROVE ITEM 11.D.; SECONDED BY COUNCILMAN BLAIR: PASSED [6 – 1] COUNCILMEMBER RUSING DISSENTING.

E. Approval of FNP21-005, a Final Plat for Granite Dells Estates Phase 4.

Planning Manager George Worley provided a presentation to Council regarding approval of the final plat which simply requires substantial conformance to the preliminary plat for Phase 4. This project does meet the specific criteria of substantial conformance, and staff recommends approval. There is no increase in density or number of lots, average lot sizes and streets remain the same, nature and character of the subdivision has not changed. There is 40% open space in the development and it is subject to any restrictions within the Airport Impact Area.

Councilmember Rusing asked if the phases will be impacted by code changes.

Mr. Worley confirmed.

Mayor Pro Tem Scholl commented that today all we are looking for is substantial conformance with the preliminary plat and that exists, therefore Council has no legal grounds to not approve the final plat.

Mr. Podracky confirmed that final plats are ministerial acts and as long as it is substantial conformance with the preliminary they must approve it.

Mr. Worley discussed the typical process for final plat which is to submit for staff review for verification of substantial conformance (4-8 week review process) before it is agendized. That doesn't include all of the work and time that goes into the preliminary plat and preparation items that are done before hand (minimum of six months).

Member of the public D. Carter LaBarge addressed Council requesting that they hold off on making decision until the next Council is sworn in.

Member of the public John Lockbaum addressed Council regarding the noise from the airport and how disruptive it is for him. He would like the airport to extend runways to the east to help address this.

Councilmember Rusing asked if there will be sound mitigation and avigation easements for the new phases of Granite Dells Estates.

Airport Director Robin Sobotta responded that existing homes in Granite Dells Estates do not have avigation easements and their interior sound level mitigation are inadequate because they are based on old information. She advocates for a fair notice disclosure and does feel that it is good this phase will use true avigation easements which will provide the correct language.

Mr. Podracky commented that this agenda item is for approval of the final plat only and any additional items would require changes in the Land Development Code.

Mr. Worley added that the current LDC protections are inadequate and do need to be updated. In this case the avigation easement will be provided for property owners anything beyond that would be in building codes for the home.

Councilmember Rusing commented that she finds it disturbing that the airport wasn't consulted with regard to the final plat moving forward.

Mr. Worley responded that the determination of the compliance of the final plat doesn't include the airport.

Developer Mike Fann addressed Council and stated that the contract determines the terms of the WSA which he is adhering to and the city should too. This property was annexed into the city fifteen years ago and there is an agreement for that. With regard to the avigation easements, Phase 4 is three miles from the main runway so from a practical standpoint the impact is not huge, but in Article 5 of the LDC the city requires an avigation easement so he will follow all city regulations and code and provide those.

Councilmember Rusing asked about the homes that have been approved but not built yet.

Mr. Podracky reiterated that Council is off topic, this is for the approval of the final plat which is in conformance with the preliminary plat.

MOTION BY MAYOR MENGARELLI TO APPROVE ITEM 11.E.; SECONDED BY COUNCILMAN BLAIR: PASSED [6 – 1] COUNCILMEMBER RUSING DISSENTING.

- F. Approval of Final Plat for Phases 6 & 7 of Westwood Subdivision in Deep Well Ranch Located West of Willow Creek Road.

Planning Manager George Worley provided a presentation to Council regarding the final plat. This proposal is in full compliance and staff recommends approval.

Councilman Sischka commented that he agrees that we have to be careful and measured when we look at these but we can't have the city come to a standstill; that just isn't right. Need to follow our own law, if we want to change it we should.

Councilmember Rusing added that the airport is an economic driver for the community as is Embry Riddle and it is important that they be protected from residential encroachment. This brings up questions of aviation easements.

Mr. Podracky stated that the item to be discussed is if the final plat is in substantial conformance so that isn't relevant.

Member of the public D. Carter LaBarge addressed Council and requested they postpone this item.

MOTION BY COUNCILMAN SISCHKA TO APPROVE ITEM 11.F.; SECONDED BY COUNCILMAN TENNEY: PASSED [5 – 2] COUNCILMAN GOODE & COUNCILMEMBER RUSING DISSENTING

G. Presentation and Discussion Regarding the Sale & Redevelopment of City Hall Property Located at 201 South Cortez Street.

Assistant to the City Manager Tyler Goodman provided a presentation to Council regarding the RFP for the redevelopment of City Hall property located at 201 S. Cortez Street. The city is seeking a candidate that provides a proposal with mixed use, and based on recommendation from FOPU the city desires to see redevelopment done within thirty six (36) months. Will meet legal requirements for posting and advertising with a required site visit and anticipated award of contract on March 8, 2022.

Initial Review Criteria:

- * Approach to the Project – 30%
- * Experience of the proposed team and availability – 20%
- * Overall purchase price of proposal – 30%
- * Ability and commitment to deliver completed project within thirty six (36) months – 20%

Mayor Mengarelli thanked staff for their work on this and commented on what a great opportunity this is for the future. This corner is a national project and he wants to ensure that the RFP goes out far and wide.

Councilmember Rusing asked if we have an appraisal on the property. She also asked if we will use a commercial broker for this.

Mr. Goodman responded that the appraisal for the property is outdated so staff is working on getting updated numbers for the appraisal.

City Manager Michael Lamar commented that getting a commercial firm on board to list may be something that is done in the future. This isn't the first time a municipality has done something like this and we can look at those as an example.

Mr. Goodman reiterated and added that he is in talks with the city of Phoenix who has done something similar.

Councilman Tenney stated that he is glad we are looking at this and ensuring it is made to be a gem for Prescott. He added that it is important to look at the option for workforce housing in this type of development, and that it could be an important incentive to look at.

Mr. Lamar responded that this is an interesting idea, could certainly give some level of extra credit to a development that sets aside housing that is affordable for police/fire/teachers/etc.

Mayor Mengarelli concurred that this is a great idea and we need to always look for ways to combat housing costs.

Councilman Goode commented that it is important to make sure that we not be too restrictive and have a broad reach so that this crown jewel corner is handled appropriately.

This item was for discussion only, no formal action was taken.

H. Approval of Letter of Intent Between the City of Prescott and Sundog Ranch.

Recreation Services Director Joe Baynes provided a presentation to Council regarding the LOI. In 2008 Council adopted the open space plan which set the strategy behind the acquisition of property for the community.

Must meet the following criteria:

- * Recreational
- * Scenic
- * Ecological
- * Pre-Historic
- * Cultural
- * Economic
- * Strategic Connectivity

The Storm family has been in Prescott for a very long time and they want to retain this land in its natural state. This space is adjacent to the AED property giving us a contiguous portion of land east of Hwy 89. It is a very significant amount of acreage (302.87 acres) to be preserved.

Summary of Deal Points:

- * Non-binding expression of basic terms
- * Purchase property on APN 103-04-005 at \$20k/acre for 80 acres
- * Purchase property on APN 103-04-007F at \$25k/acre for 220 acres
- * City will pay all closing costs and survey
- * City will work with Sundog Ranch to provide appropriate language and location for educational signage memorializing the Storm family ranching history
- * City and Sundog Ranch will mutually agree to a trail plan
- * City will allow Sundog Ranch to continue cattle grazing operations

Next Steps:

- * Two sales agreements brought forward to Council
 - Purchase of 300 +/- acres for \$7,100,000
 - Purchase of the Ranch Homestead/associated buildings for \$1,300,000
- * Total Purchase Estimated at \$8.4 million

Funding available in the Streets and open space tax that expired in 2015 however staff will look at all options and have that ready when the purchase agreements come back at a future time.

Mayor Mengarelli thanked Mr. Baynes for his time and efforts in developing a long standing relationship with the family and work with them in an honorable and respectful way. He added that Councilman Blair set a legacy for this city to preserve open space and now we have thousands of acres of open space that have been preserved. His leadership is appreciated.

Councilman Blair asked about the opportunity for creation of a regional park with these purchases.

Mr. Baynes responded that we can certainly look into that. Have spent roughly \$27million in sales tax dollars to purchase these properties.

Mayor Mengarelli commented on the intention of this council to purchase open space that they have accomplished.

Councilman Tenney added that he is very enthusiastic about this, and he is happy to be able to share it with the public finally. This checks a ton of boxes for the city and preserves the family's legacy.

Councilmember Rusing said she is looking forward to the creation of a regional park in this area.

Councilman Goode commented on how proud he is of staff's efforts. Not being able to share all of this over the years with the public has been hard. This is a special opportunity to be sitting on this Council when this happened.

Councilman Blair added that this process was never easy and at the end of the day Mr. Baynes kept on them to make this happen.

Member of the public Tom Rusing addressed Council on behalf of Save The Dells and thanked everyone who worked so hard to get to this point particularly the families and Mr. Baynes. This is an invaluable addition to our community's open space.

MOTION BY COUNICLMAN BLAIR TO APPROVE ITEM 11.H.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

12. ADJOURNMENT

Quote: "The soldier above all others prays for peace, for it is the soldier who must suffer and bear the deepest wounds and scars of war." - Douglas MacArthur

There being no further business to discuss, Mayor Mengarelli adjourned the meeting at 5:01 p.m.

GREG MENGARELLI, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on November 9, 2021. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2021.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk

**COUNCIL AGENDA MEMO****MEETING TYPE/DATE: VOTING MEETING 11-23-21****DEPARTMENT: City Clerk****AGENDA ITEM: Approval of the Official Canvass of the City of Prescott General Election Held on November 2, 2021.****ITEM SUMMARY**

Attached is the City of Prescott Canvass Packet which includes the "Unofficial Final Results" for the City of Prescott General Election held on November 2, 2021, as provided by the Yavapai County Elections Office. The County conducts City of Prescott elections. Following Council approval, the provided results become final and official; and the fees for the election will be paid to the County.

BACKGROUND

The City of Prescott held it's vote-by-mail General Election on November 2, 2021. The ballot included the final four-year term Council seat and Proposition 454 for a renewal of a Franchise Agreement with UNS Gas, Inc. Out of the 34,106 registered voters in the City, 14,131 total ballots were cast providing a 41.43% voter turnout.

Based on the results of the election:

- 1.) Jessica Hall has been elected for a four-year term for Councilmember.
- 2.) Prop454 was approved and the Franchise Agreement with UNS Gas, Inc. will be executed

FINANCIAL IMPACT

The total cost of the 2021 Primary Election was \$76,738.50. These costs will be split with UNS Gas, Inc. in accordance with the City Charter. Funding for the city's portion in the amount of \$38,369.25 is available in the City Clerk Budget.

Recommended Action:**ATTACHMENTS**

1. [City of Prescott General Election Canvass Packet](#)
2. [General Election Invoice.pdf](#)

**Yavapai County
Department of Elections**

1015 Fair Street-Room 228
Prescott, Arizona 86305
Phone: (928) 771-3250
web.elections@yavapaiaz.gov



Lynn A. Constabile
Elections Director

November 8, 2021

Sarah Siep
City of Prescott
201 S Cortez St
Prescott, AZ 86303

Dear Ms. Siep,

Enclosed please find documents and reports required for your canvass: The Certification of Election Results, Statement of Votes Cast, Summary Results Report, and Reject Report. Please let my office know by e-mail once your canvass is complete. Thank you.

Best Regards,

Lynn A. Constabile
Elections Director

LAC:th

Enclosure

FOR ELECTION RESULTS VISIT OUR WEB PAGE: www.yavapaiAZ.gov/govote

Toll Free Numbers: Ash Fork \ Bagdad \ Seligman \ Yarnell Areas 1-800-771-2797
Black Canyon City 602-495-8800 Cottonwood \ Camp Verde \ Sedona Areas 928-639-8100

Leslie M. Hoffman
Yavapai County Recorder

Karen M. McCracken
Chief Deputy Recorder

Lynn A. Constabile
Elections Director

Laurin L. Custis
Registrar of Voters



1015 Fair Street - Room 228
Prescott, Arizona 86305

Recorder
928-771-3244
web.recorder@yavapaiaz.gov

Elections Department
928-771-3250
web.elections@yavapaiaz.gov

Voter Registration
928-771-3248
web.voter.registration@yavapaiaz.gov

CERTIFICATION OF ELECTION RESULTS

For the

CITY OF PRESCOTT GENERAL ELECTION

November 2, 2021

YAVAPAI COUNTY, ARIZONA

We, Leslie M. Hoffman, Yavapai County Recorder, and Lynn A. Constabile, Yavapai County Elections Director, hereby certify that the attached foregoing vote results contains a full, true, and correct copy of the vote tabulations for the November 2, 2021, City of Prescott General Election.

Dated this 8th day of November, 2021


Leslie M. Hoffman, County Recorder


Lynn A. Constabile, Elections Director

Election Summary Report
 NOVEMBER 2, 2021
 COUNTY OF YAVAPAI
 STATE OF ARIZONA
 RESULTS
 UNOFFICIAL FINAL RESULTS

Date: 11/8/2021
 Time: 11:53:15 AM
 Page 1/1

Registered Voters 34,106 - Total Ballots 14,131 : 41.43%

PRESCOTT COUNCIL MEMBER
 (4-YEAR TERM)

Vote For 1

Total Votes 10,926

Hall, Jessica	10,926	100.00%
Undervote	3,205	
Overvote	0	

CITY OF PRESCOTT - PROP 454

Total Votes 13,756

YES	11,932	86.74%
NO	1,824	13.26%
Undervote	374	
Overvote	1	

CITY OF PRESCOTT - PROP 454

PRESCOTT COUNCIL MEMBER (4-YEAR TERM)

Turnout

	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Hall, Jessica	Over votes	Under votes	Reg. Voters	Total Votes	YES	NO	Over votes	Under votes
Jurisdiction Wide														
PRESCOTT (201J01)	34106	14131	41.43%	34106	10926	10926	100.00%	0	3205	34106	13756	11932	1824	13.26%
Early Voting														
MUSD/ COCSD (216J01)	19570	6965	35.59%	-	-	-	-	-	-	-	-	-	-	-
Early Voting														
MUSD (226J01)	2915	1138	39.04%	-	-	-	-	-	-	-	-	-	-	-
Early Voting														
CROWN KING FIRE DISTRICT (224J01)	111	69	62.16%	-	-	-	-	-	-	-	-	-	-	-
Early Voting														
Total	56702	22303	39.33%	34106	10926	10926	100.00%	0	3205	34106	13756	11932	1824	13.26%
Early Voting	56702	22303	39.33%	34106	10926	10926	100.00%	0	3205	34106	13756	11932	1824	13.26%
Total														



YAVAPAI COUNTY ELECTIONS DEPARTMENT

REJECTED BALLOTS REPORT

November 2, 2021

CITY OF PRESCOTT

GENERAL ELECTION

Precinct # & Name		EARLY
EAGLE	201.01	16
COURT	202.01/05	11
FAIR	203.02/06	7
GOLF	204.01/05	15
WATSON	234.02	13
GRAZE	238.06	-
WATER	242.02	13
TOTAL REJECTED BALLOTS		75

EARLY BALLOT REJECT REASONS

3 EMPTY ENVELOPE
 49 NOT SIGNED BY VOTER
 23 SIGNATURE DIFFERENT
 - VOTED TWICE

 75 TOTAL

Election Summary Report
 NOVEMBER 2, 2021
 COUNTY OF YAVAPAI
 STATE OF ARIZONA
 RESULTS
 OFFICIAL FINAL RESULTS

Date: 11/8/2021
 Time: 11:55:07 AM
 Page 1/1

Registered Voters 34,106 - Total Ballots 14,131 : 41.43%

PRESCOTT COUNCIL MEMBER
 (4-YEAR TERM)

Vote For 1

Total Votes 10,926

Hall, Jessica	10,926	100.00%
Undervote	3,205	
Overvote	0	

CITY OF PRESCOTT - PROP 454

Total Votes 13,756

YES	11,932	86.74%
NO	1,824	13.26%
Undervote	374	
Overvote	1	

CITY OF PRESCOTT - PROP 454																
PRESCOTT COUNCIL MEMBER (4-YEAR TERM)																
Turnout																
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	Hall, Jessica	Over votes	Under votes	Reg. Voters	Total Votes	YES	NO	Over votes	Under votes		
Jurisdiction Wide																
PRESCOTT (201J01)																
Early Voting	34106	14131	41.43%	34106	10926	10926	100.00%	0	3205	34106	13756	11932	1824	13.26%	1	374
MUSD/ COCSD (216J01)																
Early Voting	19570	6965	35.59%	-	-	-	-	-	-	-	-	-	-	-	-	-
MUSD (226J01)																
Early Voting	2915	1138	39.04%	-	-	-	-	-	-	-	-	-	-	-	-	-
CROWN KING FIRE DISTRICT (224J01)																
Early Voting	111	69	62.16%	-	-	-	-	-	-	-	-	-	-	-	-	-
Total																
Early Voting	56702	22303	39.33%	34106	10926	10926	100.00%	0	3205	34106	13756	11932	1824	13.26%	1	374
Total	56702	22303	39.33%	34106	10926	10926	100.00%	0	3205	34106	13756	11932	1824	13.26%	1	374



YAVAPAI COUNTY ELECTIONS DEPARTMENT

1015 Fair Street, Room 228
Prescott, AZ 86305
Phone: 928-771-3250
Fax: 928-771-3446
web.elections@yavapaiaz.gov

Lynn Constabile
Elections Director

INVOICE

JURISDICTION

City of Prescott
Attn: Sarah Seip
sarah.siep@prescott-az.gov

ELECTION DATE

November 2, 2021

INVOICE DATE

November 8, 2021

DESCRIPTION

Cost per Registered Voter: \$	2.25
Total Registered Voters:	34,106
Discount (\$0.25 per registered voter): \$	-

Amount Due: \$ 76,738.50

Fee reflects total charges from Yavapai County Voter Registration and Elections Departments.

Payment for all costs is due no later than 30 days following the date of the invoice. A late charge of 2% of the unpaid balance will be imposed for each 30-day period or portion thereof.

Please make checks payable to: **Yavapai County Elections**
Thank you.



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **11-23-21**

DEPARTMENT: **Police Department**

AGENDA ITEM: Adoption of Resolution No. 2021-1802 Approving City Contract No. 2022-111 an Intergovernmental Agreement Between the City of Prescott and Yavapai Community College for the Northern Arizona Regional Training Academy (NARTA) Sergeant.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COLLEGE (CITY CONTRACT NO. 2022-111) TO FORMALIZE THE APPOINTMENT OF A PRESCOTT POLICE DEPARTMENT SERGEANT TO SUPERVISE THE NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) AT YAVAPAI COLLEGE AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

ITEM SUMMARY

Approval of IGA 2022-111 and Resolution # 2021-1802 between the City of Prescott and Yavapai Community College for reimbursement by Yavapai Community College to the City of Prescott for services provided by the ongoing assignment of a sergeant to the Northern Arizona Regional Training Academy (NARTA).

BACKGROUND

The Arizona Peace Officer Standards and Training Board prescribes minimum course of training and minimum standards for training facilities of law enforcement officers in the state of Arizona. In a collaborative effort with surrounding law enforcement agencies the Northern Arizona Regional Training Academy (NARTA) has been established at Yavapai Community College to provide state certification training. The Police Chief has assigned a sergeant from the Prescott Police Department to serve as a full time supervisor of NARTA. Yavapai Community College agrees to pay the salary and benefits of the sergeant for supervisory services.

FINANCIAL IMPACT

Yavapai Community College agrees to pay an annual rate of \$115,497.08 for FY22 and \$117,807.02

for FY23. The annual rate is not to increase more than 7% for each subsequent fiscal year during the term of the IGA. Due to the FYI 22 class and compensation increase the 7% increase cap has been reached for FY22. A 2 % increase will be given to the NARTA Sergeant in December of 2021 which will result in a \$2309.94 impact to budgeted police salaries from the general fund until FY23.

Recommended Action:

ATTACHMENTS

1. [NARTA Sgt IGA - Yavapai College with City of Prescott_121319.docx](#)
2. [Resolution No. 2021-1802.docx](#)

City of Prescott Contract No. 2022-111
INTERGOVERNMENTAL AGREEMENT
NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA)
SERGEANT

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
CITY OF PRESCOTT

THIS INTERGOVERNMENTAL AGREEMENT - NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) – ACADEMY SERGEANT (the "Agreement"), is entered into the date of final signature, by and between the City Council of the CITY OF PRESCOTT, a municipal corporation of Arizona (hereinafter the "City"), for and on behalf of the City's Police Department, and the Governing Board of YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, doing business as YAVAPAI COLLEGE, a community college district of the State of Arizona (hereinafter the "College");

W/TNESSETH:

WHEREAS, the Arizona Peace Officer Standards and Training Board ("AZ POST") prescribes minimum courses of training and minimum standards for training facilities of law enforcement officers in the state [ARS §41-1822 (A) (4)]; and,

WHEREAS, in accordance with said standards, the City, Yavapai County, the City of Chino Valley, the College, and other jurisdictions authorized to employ peace officers, have established the Northern Arizona Regional Training Academy (NARTA), a peace officer training academy approved by the AZ POST, at the College; and

WHEREAS, the Police Chief of the City has assigned a Sergeant in the Police Department of the City to spend a significant amount of the Sergeant's time serving as supervisor of NARTA; and

WHEREAS, the College and City desire to formalize that assignment by assigning the Sergeant as full-time supervisor of NARTA, in return for the College's payment of the salary and benefits of said officer; and

WHEREAS, The City is authorized to prescribe the powers and duties of its police officers [ARS §9-240(B) (12)]; and

WHEREAS, The College is authorized to enter into this contract [ARS §15- 1444(B) (4)]; and

WHEREAS, ARS §11-952 authorizes two or more public agencies (including the City and the College) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11- 952;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

Section 1. TERM. The term of this Agreement shall be from January 1, 2022 through December 31, 2022, unless sooner terminated as set forth in Section 5 herein. This Agreement may renew for a one (1) additional twelve (12) month period upon amendment signed and agreed upon by both parties. The City may renew this IGA administratively, and not have to go back to the City Council for approval of said renewal.

Section 2. PURPOSE. The purpose of this Agreement is to set forth the duties and responsibilities of the parties and to formalize the routine appointment by the City of a Police Sergeant to supervise NARTA at the College, in return for the College paying the cost of the salary and benefits of said officer.

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

The City shall-

- (a) ensure through its Police Department that a qualified Sergeant is appointed at all times to supervise NARTA at the College. In so doing, the Police Department shall make every effort to find a qualified substitute or make arrangements to reschedule classes if the designated Sergeant is unavailable for any reason;
- (b) ensure that the designated Sergeant is properly trained and oriented to fulfill the requirements of the position;
- (c) allow the designated Sergeant the time to-
 - (1) properly prepare for each NARTA class;
 - (2) interact with students of NARTA; and
 - (3) participate in any College staff orientation, faculty meetings, and in-service activities;
- (d) provide necessary supervision and evaluation of the designated Sergeant's performance so as to ensure an adequate level of performance; and
- (e) use funds provided by the College to defray the costs of providing this officer to the College.

The College shall:

- (a) provide office space for the designated Sergeant to carry out necessary supervisory responsibilities; and
- (b) provide regular evaluations of the effectiveness and ongoing needs of the officers.
- (c) provide travel funds to the Sergeant to assist the Sergeant in attending AZ POST meetings or any law enforcement trainings approved by College, including but not limited to reimbursement for use of the Sergeant's private vehicle, auto rental, gas card, lodging and meals as provided under College policies for adjunct faculty..

- (d) provide a Program Coordinator to liaise with the Sergeant to ensure that the NARTA program is carried out effectively and efficiently.
- (e) invoice the NARTA board on behalf of expenses incurred for the annual operating costs of NARTA, to be reimbursed through AZPOST, recruit's sponsoring agency, or a combination of both.

Section 4. BUDGETING AND FINANCING. The cost of the actual annual salary and benefits of the Sergeant shall be divided into monthly installments paid in arrears. Without demand or notice the College shall pay to City on or before the 15th of each month an equal monthly installment based on the annual salary and benefits for a Sergeant providing services to the College under the terms of this Agreement.

The College shall pay to the City during the term of this IGA, the full monthly costs of salary and benefits for a sergeant based at an annual rate of \$115,497.08 for FY22 and \$117,807.02 for FY23 until the expiration of this contract. The annual rate will not increase more than 7% each subsequent fiscal year during the term of this Agreement. The College shall make its best efforts to include in its annual budgets the necessary appropriations to meet the cost of its performance hereunder.

Section 5. TERMINATION. This Agreement may be terminated by either party for any reason whatever, effective 60 days after receipt of written notice by the other party. In the event of termination prior to the full term of this Agreement, if the College has paid to the City the salary amount set forth in Section 4 above, the City shall prorate said amount based on the remaining term of this Agreement and shall return the unearned portion to the College within 60 calendar days. In the event of termination prior to the full term of this Agreement, if the College has not yet paid the salary amount set forth in Section 4 above, the College shall prorate said amount based on the remaining term of this Agreement and shall pay the earned portion to the City within 60 calendar days.

This Agreement is contingent upon College appropriating funds to finance the College's responsibilities under this Agreement. If College fails to appropriate sufficient funds, College shall immediately notify City, and this Agreement shall terminate at the end of the period for which sufficient funds were appropriated and available.

Section 6. INDEMNIFICATION. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') for, 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. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by College to indemnify, defend and hold harmless the City shall be limited to, and payable only from, the

College's available insurance or self-insurance coverage for liability assumed by contract, if any.

Section 7. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the City and the College. Rather, the Sergeant and other assigned personnel of the City's Police Department are independent contractors for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statutes.

Solely for the purposes of workers compensation, ARS §23-1022(D) and (E) shall apply and the City shall be solely liable for the payment of workers' compensation benefits for

the Sergeant and other assigned personnel providing services under this Agreement.

Section 8. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

College: Procurement & Contract Services, Yavapai College
1100 E. Sheldon Street
Prescott, Arizona 86301

City: Police Chief, Prescott Police
Department
222 South Marina Street
Prescott, AZ 86303

Section 9. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, acknowledge and deliver to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10. AMENDMENT AND CONSTRUCTION. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 11. CONFLICT OF INTEREST. This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict of interest as described therein.

Section 12. DISPOSITION OF PROPERTY. The parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement for any reason, any property purchased by a party shall remain the property of that party, and any party having possession or use of the other party's property shall return such property to the owning party.

Section 13. NONDISCRIMINATION. The parties agree to comply with the nondiscrimination in government contract provisions of Executive Order No. 2009-09, and hereby incorporate by reference its terms into this Agreement as if fully set forth herein.

Section 14. RESOLUTIONS. Attached hereto are the authentic copies of each appropriate action by ordinance, resolution or otherwise of the governing body of each party authorizing the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

CITY OF PRESCOTT, a municipal
corporation of Arizona, (City)

Hon. Greg L. Mengarelli, Mayor

ATTEST:

Sarah Siep, City Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott City Attorney for review prior to its execution, pursuant to ARS §11-952(0), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

Mathew Podracky, Interim City Attorney

YAVAPAI COLLEGE, a community college district of the
State of Arizona, (College)

Ms. Deb McCasland, District Governing Board Chair

ATTEST:

Yvonne Sandoval-Martinez, Executive Assistant

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Yavapai College for review prior to its execution, pursuant to ARS §11-952(0), and I have determined that it is in proper form and is within the powers and authority granted to the College under the laws of the State of Arizona.

C. Benson Hufford, Attorney for College

RESOLUTION NO. 2021-1802

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COLLEGE (CITY CONTRACT NO. 2022-111) TO FORMALIZE THE APPOINTMENT OF A PRESCOTT POLICE DEPARTMENT SERGEANT TO SUPERVISE THE NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) AT YAVAPAI COLLEGE AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, the Arizona Peace Officer Standards and Training Board ("AZ POST") prescribes minimum courses of training and minimum standards for training facilities of law enforcement officers in the state [ARS §41-1822 (A) (4)]; and,

WHEREAS, in accordance with said standards, the City of Prescott ("City"), Yavapai County, the Town of Chino Valley, Yavapai Community College District ("College"), and other jurisdictions authorized to employ peace officers, have established the Northern Arizona Regional Training Academy (NARTA), a peace officer training academy approved by the AZ POST, at the College; and,

WHEREAS, the Police Chief of the City has assigned a Sergeant in the Police Department of the City to spend a significant amount of the Sergeant's time serving as supervisor of NARTA; and,

WHEREAS, the College and City desire to formalize that assignment by assigning the Sergeant as full-time supervisor of NARTA, in return for the College's payment of the salary and benefits of said officer; and,

WHEREAS, The City is authorized to prescribe the powers and duties of its police officers [ARS §9-240(B)(12)]; and,

WHEREAS, The College is authorized to enter into this contract [ARS §15-1444(B)(4)]; and,

WHEREAS, ARS §11-952 authorizes two or more public agencies (including the City and the College) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11-952.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City of Prescott hereby approves the Intergovernmental Agreement (City Contract No. 2022-111) between the City of Prescott and the Yavapai County Community College District.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 23rd day of November, 2021.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

MATTHEW PODRACKY, Interim City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2021-1802 is a true, correct and accurate copy of Resolution No. 2021-1802 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2021, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2021.

Seal

City Clerk



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **11-23-21**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract No. 2022-113 for the Purchase of One (1) F-350 4x4 Regular Cab Service Body Truck and Two (2) F-350 4x4 Super Cab Service Body Trucks in the Amount of \$195,215.28 from Peoria Ford using State of Arizona Contract No. ADSPO17-166117. Funding is Available in the Wastewater and Streets Funds.

ITEM SUMMARY

The Public Works Department, working in conjunction with the Fleet Services Division, is requesting authorization to purchase one (1) 2022 Ford F-350 4x4 Regular Cab Service Body Truck and two (2) 2022 Ford F-350 4x4 Super Cab Service Body Trucks to replace existing service body trucks in like kind. Vehicle purchase cost includes aftermarket up-fittings such as the utility body, safety lights, generator/compressor and other appurtenances.

BACKGROUND

Public Works and the Fleet Services Division collaborate to replace aging vehicles used in operations which have reached the end of their useful lives and/or are becoming mechanically unreliable. Public Works utilizes service trucks for a wide variety of tasks, including daily operations, system maintenance, emergency repairs, inspections and more.

Vehicle No. 1104 is over 16-years old and currently has about 142k miles. The vehicle is a Ford F-350 4x4 and is the oldest service truck in the Wastewater fleet. The truck is aged beyond its useful service life and will be considered for auction at time of replacement. This vehicle is being replaced with a new Ford F-350 4x4 service truck, up-fitted in like kind.

Vehicle No. 1109 and 1111 are both over 16-years old and currently have 104K and 130k miles respectively. Both vehicles are Ford F-350 4x2's and are the two oldest service trucks in the Transportation Services fleet. The trucks are aged beyond their useful service lives and will be considered for auction at time of replacement. These vehicles are being replaced with new Ford F-350 4x4 service trucks, up-fitted in like kind.

Every vehicle replacement is reviewed and approved by the Fleet Asset Review Board (FARB). Considerations for vehicle replacements include the continued cost for repairs; age and mileage; existing vehicle value; mechanical reliability and the criticality of the vehicle for daily operations.

FINANCIAL IMPACT

The quotes for the replacement of Vehicle 1104, 1109 and 1111 are attached.

Funding of \$195,215.28 is budgeted in FY22, has been reviewed by the Fleet Asset Review Board and is available in the Wastewater and Streets Funds.

Recommended Action:

ATTACHMENTS

- 1.[Appendix A - 1104 Replacement Quote.pdf](#)
- 2.[Appendix B - 1109 and 1111 Replacment Quote.pdf](#)



PFVT MOTORS, INC.

CONTRACT # **ADSP017-166117**

QUOTE DATE: 10/29/2021

CUSTOMER: CITY OF PRESCOTT REC SVCS

CONTACT: Justin Hill

E-MAIL: justin.hill@prescott-az.gov

SANDRA GONZALEZ

9130 West Bell Road

Peoria, Arizona 85382

Direct: 480-696-5930

Cell: 505-850-5504

Fax: 480-393-5536

Email: sgonzalez@peoriaford.com

REFERENCE: 2022 F-350
ASSET 1104

LEAD TIME: 30+ WEEKS

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	F3F	2022 FORD F-350 REG CAB 4X4 CHASSIS - 60 CA	\$ 31,225.00
2	99N	ENGINE: 7.3L V8 ENGINE	\$ 1,705.00
3	X4M	LOCKING 4.30 AXLE	INC
4	90L	POWER EQUIPMENT GROUP	INC
5	525	STEERING WHEEL MOUNTED CRUISE CONTROL	INC
6	DIO	2 ADDITIONAL KEYS	INC
7	DIO	WINDOW TINT	INC
8	52B	TRAILER BRAKE CONTROLLER	\$ 270.00
9	471	CAMPER PACKAGE - REAR STABILIZER BAR	\$ 160.00
10	41P	SKID PLATES	INC
11	18B	PLATFORM RUNNING BOARDS	\$ 320.00
12	1S	CLOTH 40/20/40 SEATS	INC
13	UPFIT	LED AMBER BAR - 15" LIGHTBAR	\$ 450.00
14	66S	UPFITTER SWITCHES	\$ 165.00
15	512	ADD SPARE AND JACK TO CHASSIS	\$ 350.00
16	TDX	LT275/70R18E ALL-TERRAIN TIRES	\$ 265.00
17	872	REARVIEW CAMERA PREP KIT	\$ 415.00
18	59H	CENTER HIGH-MOUNTED STOP LAMP	INC
19	UPFIT	DRAKE UPFIT PER QUOTE - 72520 - SERVICE BODY - BACK OF CAB MATERIAL RACK, GENERATOR, COMPRESSOR, STROBES AND CURB MOUNTED VICE	\$ 17,652.80
TAXABLE TOTAL			\$ 52,977.80
SALES TAX			\$ 4,291.20
WARRANTY COST			\$ -
TIRE TAX			\$ 5.00
FREIGHT			\$ -
TOTAL PER UNIT			\$ 57,274.00
QUANTITY OF UNITS			1
PO TOTAL			\$ 57,274.00

*ALL VEHICLES PURCHASED ON STATE CONTRACT SHALL INCLUDE FOLLOWING OPTIONS, UNLESS OPTION IS ELECTED TO BE DELETED:

- BLUETOOTH - AM/FM/RADIO, CRUISE CONTROL, POWER DOORS AND WINDOWS, 4 ENTRANCE KEYS, FRONT AND REAR A/C - WHEN AVAILABLE, CLOTH SEATS, REAR CAMERA, SPARE TIRE, FLOOR MATS, ARIZONA LEGAL TINT

ALL TRUCKS WILL INCLUDE ADDITIONAL OPTIONS:

- ANTI-SLIP DIFFERENTIAL AND TOW HOOKS (2WD/4WD)
- 4WD TRUCKS: SKID PLATES

DRAKE EQUIPMENT OF ARIZONA

2235 S 19TH AVE
PHOENIX, AZ 85009

QUOTATION

Quote Number: 72520
Quote Date: Oct 26, 2021
Page: 1

Voice: 602.278.2552
Fax: 602.278.0427

Quoted To:

PEORIA FORD
ATTN: ACCTS PAYABLE
9130 W BELL RD
PEORIA, AZ 85380-0939

Customer ID	Good Thru	Payment Terms	Sales Rep
PEOFOR	11/25/21	Net 10 Days	120CB00

Quantity	Item	Description	Unit Price	Amount
1.00	021-108403	FORD F350 60" CA/DRW 108" UTILITY BODY, LOCKING HANDLES, UNDERCOATED, PRIMED, 5 YEAR WTTY, LOW PROFILE BODY, DIAMOND PLATE FLOOR, ELECTROGALVANIZED CONSTRUCTION...15" DEEP COMPTS	6,542.70	6,542.70
1.00	021-213660	94" STEP BUMPER	725.68	725.68
1.00	021-400000	UPGRADE TO FULL HEIGHT BODY	483.80	483.80
1.00	001-507002	PAINT WHITE INDUSTRIAL GRADE POLYURETHANE	1,077.00	1,077.00
1.00	001-507000	INSTALL SERVICE BODY	992.00	992.00
1.00		HONDA EU3000IS GENERATOR	3,200.64	3,200.64
1.00		INSTALL GENERATOR	356.92	356.92
1.00		RIDGID 4.5G PORTABLE ELECTRIC COMPRESSOR	565.25	565.25
1.00	001-526201	INST CAS COMPRESSOR IN BACK OF SVC BODY OR TOP OF COMPT....NO REINF...BOLT IN...NO WIRING....FOR REMOTE WIRE OR REINF...SEE SVC MGR DEPENDS ON LOCATION AND SIZE	490.56	490.56
1.00	001-25874	4 CORNER LED STROBES - AMBER AND WHITE. 15" AMBER LIGHTBAR CAB MOUNT - INSTALLED	968.25	968.25
1.00	025-554200	WISE MOUNT FOR SERVICE BODY - CURBSIDE - INSTALLED	525.00	525.00
1.00	01-557000	MATERIAL RACK TO BACK OF CAB	1725.00	1725.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

DRAKE EQUIPMENT OF ARIZONA

2235 S 19TH AVE
PHOENIX, AZ 85009

QUOTATION

Quote Number: 72520
Quote Date: Oct 26, 2021
Page: 2

Voice: 602.278.2552
Fax: 602.278.0427

Quoted To:

PEORIA FORD
ATTN: ACCTS PAYABLE
9130 W BELL RD
PEORIA, AZ 85380-0939

Customer ID	Good Thru	Payment Terms	Sales Rep
PEOFOR	11/25/21	Net 10 Days	120CB00

Quantity	Item	Description	Unit Price	Amount
1.00	00-SUB TO INSPECT	PRICE IS SUBJECT TO VISUAL		
1.00	00-CUST ORDER	INSPECTION OF VEHICLE TO BEGIN WORK, PLEASE REVIEW FOR ACCURACY AND EMAIL OR FAX BACK WITH SIGNATURE AND PO X_____		
			Subtotal	17,652.80
			Sales Tax	
			TOTAL	17,652.80



PFVT MOTORS, INC.

CONTRACT # **ADSP017-166117**

QUOTE DATE: 9/28/2021

CUSTOMER: CITY OF PRESCOTT REC SVCS

CONTACT: Justin Hill

E-MAIL: justin.hill@prescott-az.gov

SANDRA GONZALEZ

9130 West Bell Road

Peoria, Arizona 85382

Direct: 480-696-5930

Cell: 505-850-5504

Fax: 480-393-5536

Email: sgonzalez@peoriaford.com

REFERENCE: 2021 F-350

ASSET 1109 AND 1111

LEAD TIME: 30+ WEEKS

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	X3H	2022 FORD F-350 4X4 - 60" CA	\$ 36,795.00
2	996.00	ENGINE: 6.2L V8 ENGINE	INC
3	X3E	LOCKING 3.73 AXLE	INC
4	90L	POWER EQUIPMENT GROUP	INC
5	525	STEERING WHEEL MOUNTED CRUISE CONTROL	INC
6	DIO	2 ADDITIONAL KEYS	INC
7	DIO	WINDOW TINT	INC
8	52B	TRAILER BRAKE CONTROLLER	\$ 270.00
10	41P	SKID PLATES	INC
11	18B	PLATFORM RUNNING BOARDS	\$ 445.00
12	1S	CLOTH 40/20/40 SEATS	INC
13	TD8	LT245/75R17E ALL-TERRAIN	\$ 165.00
14	512.00	SPARE WHEEL AND TIRE	\$ 350.00
15	872.00	REARVIEW CAMERA PREP KIT	\$ 415.00
16	UPFIT	9' RHINOPRO SERVICE BODY W/ VANAIR COMPRESSOR - QUOTE - 3176	\$ 25,358.00
17			
18			
TAXABLE TOTAL			\$ 63,798.00
SALES TAX			\$ 5,167.64
WARRANTY COST			\$ -
TIRE TAX			\$ 5.00
FREIGHT			\$ -
TOTAL PER UNIT			\$ 68,970.64
QUANTITY OF UNITS			2
PO TOTAL			\$ 137,941.28

*ALL VEHICLES PURCHASED ON STATE CONTRACT SHALL INCLUDE FOLLOWING OPTIONS, UNLESS OPTION IS ELECTED TO BE DELETED:

- BLUETOOTH - AM/FM/RADIO, CRUISE CONTROL, POWER DOORS AND WINDOWS, 4 ENTRANCE KEYS, FRONT AND REAR A/C - WHEN AVAILABLE, CLOTH SEATS, REAR CAMERA, SPARE TIRE, FLOOR MATS, ARIZONA LEGAL TINT

ALL TRUCKS WILL INCLUDE ADDITIONAL OPTIONS:

- ANTI-SLIP DIFFERENTIAL AND TOW HOOKS (2WD/4WD)
- 4WD TRUCKS - SKID PLATES

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **11-23-21**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract No. 2022-116 for the Purchase of One (1) Rear Mount Boom Mower attachment from Alamo Industrial using HGAC Contract No. GR01-20 Pricing in the Total Amount of \$26,010.77. Funding is Available in the Wastewater Fund.

ITEM SUMMARY

The item is requesting authorization to purchase one (1) Alamo Industrial Rear Mount Boom Mower to remove vegetation in and around the recharge basins at the Airport Water Reclamation Facility. The purchase cost includes sales tax and freight to Prescott.

BACKGROUND

Public Works and the Fleet Services Division recently collaborated in an attempt to purchase a used combination tractor/boom mower.

The departments were successful in purchasing a used tractor in excellent condition, however were unsuccessful in procuring a used boom mower that would fit the division's needs. The division ultimately decided to purchase a new boom mower that would provide the best longevity and life cycle value to the City. This approval is only for the purchase of a new boom mower to complete the tractor/mower combination.

This complete equipment package was reviewed and approved by the Fleet Asset Review Board (FARB) for FY22. The purchase of a new mower attachment was only considered after an unsuccessful attempt at locating a used mower attachment.

FINANCIAL IMPACT

HGAC cooperative purchasing is being utilized for this procurement and the Wastewater Division solicited additional quotes to verify market competitiveness:

Alamo - \$26,010.77
Diamond - \$34,253.00
Tiger - \$36,895.06

Funding for this purchase is budgeted in FY22 from the Wastewater Fund.

Recommended Action:

ATTACHMENTS

1. [2021.09.14 Alamo Group Quote wTax.pdf](#)



Alamo Industrial Quote Form

Contract	XAI - HGAC Contract # GR01-20 - Net 30 Days			TSM	140
Quoted	9/14	Tractor Delivery	in Stock	End User PO #	
Default Discount	0.15			Additional Discount	

Bill To:	E
Name	Wastewater Div - Prescott AZ
Address	1505 Sundog Ranch Rd
Address	0
Address	Prescott, AZ 86301
Contact	Scott Gregorio
Phone	928-202-1957
Email	928-202-1957
Invoice	

Servicing Dealer:

Name	Bingham Equipment
Address	
Address	
Contact	
Email	

Ship To:	D
Name	Wastewater Div - Prescott AZ
Address	1505 Sundog Ranch Rd
Address	0
Address	Prescott, AZ 86301
Contact	Scott Gregorio
Phone	928-202-1957
Email	scott.gregorio@prescott-az.gov
State	AZ
Dock	No

Dealer Emails:

Confirm.	scott.gregorio@prescott-az.gov
Shipment	
Invoices	
Invoices	
Warranty	

Part	Description	List	Net
04550004	RM165 Rear-Mounted Boom, Joystick	\$17,405	\$14,794.25
32120530	60" Rotary (5" Cutting Capacity)	\$9,500	\$8,075.00
02964407	Universal Operator Protection Kit for Cab tractors	\$0	\$0.00
02994921	John Deere Wire Harness	\$0	\$0.00
TEXT LINE	, and tires		\$0.00
00888190	Freight Add to Invoice	\$1,137	\$1,137.00

Note		Commission	5%	Total	\$24,006.25
------	--	------------	----	-------	-------------

Dealer Signature		Date	
------------------	--	------	--

- 1) The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX
- 2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
- 3) Approximate shipping and/or delivery dates can be confirmed only by Terrain King in Seguin Texas and delivery is sometimes subject to change due to conditions beyond the control of Terrain King
- 4) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 5) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.

$$\text{OUT OF STATE TAX (8.35\%): } \$24,006.25 \times .0835 = \$2,004.52$$

$$\text{TOTAL w/TAX} = \$26,010.77$$



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **11-23-21**

DEPARTMENT: **City Manager**

AGENDA ITEM: Approval of Contract No. 2022-117 with Commercial Properties Northern Arizona (CPNA) for Real Estate Marketing and Brokerage Services.

ITEM SUMMARY

The City received one proposal from the RFP process. The sole proposal came from Commercial Properties Northern Arizona (CPNA). This is a professional services agreement to engage in real estate marketing and brokerage services for the sale of City property.

BACKGROUND

The City Council requested that staff release a request for proposals for real estate marketing and brokerage services to assist in the sale of City-owned properties. These services are primarily intended for property located at 215 and 223 N. McCormick Street, but could be utilized for other City property as well.

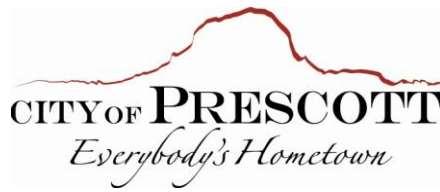
FINANCIAL IMPACT

The City will pay a percentage fee of all real property sold based on the commission fee structure in the agreement.

Recommended Action:

ATTACHMENTS

1. [Real Estate Marketing Prof Services Agreement.pdf](#)



Professional Services Agreement

Real Estate Marketing & Brokerage Services Contract No. 2022-117

WHEREAS, the City of Prescott (hereinafter referred to as “City”) is in need of real estate marketing and brokerage services; and

WHEREAS, the City has solicited Requests for Proposals in accordance with local law; and,

WHEREAS, Commercial Properties Northern Arizona (CPNA) (hereinafter referred to as “Professional”), has expertise in real estate marketing and brokerage services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Professional shall provide the services to the City in relation to real estate marketing and brokerage services as indicated in Exhibit "A" and as requested by the City of Prescott City Manager.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's scope of work identified in the attached Exhibit "A".
5. The term of this Agreement shall be November 23, 2021 to November 30, 2023.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit “A” thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating,

securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.

9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City Manager
City of Prescott
201 S. Cortez Street
Prescott, AZ 86301

JT Purvis, Principal & DB
Commercial Properties Northern Arizona
140 N. Montezuma, Suite 300
Prescott, AZ 86301

10. It is expressly agreed and understood by and between the parties that the Professional is an independent Contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a percentage fee of all real property sold, as specified in Exhibit "A".
- (B) The foregoing sum includes payment for any and all services to be rendered Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other Professionals or sub-contractors retained by the Professional.
- (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".

(D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional, and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. The Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases

Professional Services Agreement

and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the City Manager. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the City Manager shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the City Manager and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the City Manager which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the City Manager, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional fee proposal.

(F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the City Manager written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefor upon receipt of an accepted Contract Amendment or other written order of the City Manager and in the absence of such Contract Amendment or other written order of the City Manager, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the City Manager to proceed with the work. All

Professional Services Agreement

Contract Amendments must be approved by the City Manager. If a Contract Amendment is for an amount over \$25,000.00, on initial contracts that were previously approved by the City Council, then that Amendment must be approved by the City Council. If this particular Professional Services Agreement was executed administratively (without City Council approval as allowed by the City's Procurement Code), because the initial price of the Agreement was under \$25,000, then any amendments to the Agreement which will bring the price above \$25,000 must be approved by the Prescott City Council.

23. (A) The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional.”

2) Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

(B) City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate

Professional Services Agreement

of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(D) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

(E) Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

(F) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(G) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Contractor Immigration Warranty

Professional understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its sub-contractors (“Sub-contractors”) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of sub-contractors to ensure compliance with Professional's Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Professional enters into with any and all of its sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

26. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Professional.
28. Israel: To the extent applicable, vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.
29. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
30. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Dated this _____ day of _____, 2021.

City of Prescott, a municipal corporation

PROFESSIONAL

Phillip R. Goode, Mayor

JT Purvis, Principal & DB CPNA

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Matthew Podracky, Interim City Attorney

Exhibit "A"

Exhibit A



JT Purvis, Principal & DB
jt@cp-na.com
Donald Teel, Principal
dt@cp-na.com

October 18, 2021

City of Prescott
ATTN: Tyler Goodman
201 S. Cortez Street
Prescott, AZ 86303

RE: Letter of Interest - Request for Proposal Commercial Real Estate Broker Services

Dear City of Prescott,

We are pleased and honored to be afforded the opportunity to respond to the RFP referred to herein and this letter shall constitute our official notice as Offeror.

With more than 70 years of combined experience, Commercial Properties Northern Arizona ("CPNA") is eminently qualified and prepared to provide City of Prescott with all of the services required for the sale of your existing property 215 & 223 N McCormick St. in Prescott, Arizona.

Donald Teel and I are the sole owners of CPNA and our decades of history in providing the trade area with residential, commercial investment, development, management, leasing and tenant representation services is unparalleled.

As you review our submission, please take note of our combined experience, marketing reach and industry expertise as you make the important decision with respect to broker selection.

Our resumes will demonstrate that we are not only a locally trusted brand but our representation and work with regional and national brands such as Home Depot, McDonald's Einstein Brothers Bagels, Starbucks Coffee, Target, Prescott Unified School District offices, Prescott Area Association of Realtors office, Ross and others will demonstrate a track record of industry accomplishment.

Upon award and execution of our enclosed Listing Agreement, we are prepared to initiate an extraordinary effort to secure a buyer for your properties at the highest possible negotiated price.

Please contact me with any questions you might have.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "JT Purvis".

JT Purvis
Principal and Designated Broker
Cell Phone: 928-533-1344



JT Purvis, Principal & DB
jt@cp-na.com
Donald Teel, Principal
dt@cp-na.com

BRIEF OVERVIEW OF THE OFFEROR

Commercial Properties Northern Arizona ("CPNA")

Principals for CPNA

The Principal Partners and Managing Member of Commercial Properties Northern Arizona are James T. ("JT") Purvis and Donald S. Teel. They have a combined total of more than 70 years of experience in commercial real estate.

Their career backgrounds include ownership of successful multi-office residential and brokerage companies in Arizona, including Maricopa, Yavapai, Coconino and Mohave Counties. During the past 45 years they have been involved in an estimated transaction volume exceeding \$1 billion.

Their individual market and industry knowledge for commercial real estate is excellent and their reputations for integrity and honesty are well known.

History of CPNA

In July 2014, Messrs. Teel and Purvis formed a partnership under the name Commercial Properties Northern Arizona ("CPNA") in order to combine resources, knowledge and skills to serve the middle market needs of Central and Northern Arizona.

They have an impressive list of people and companies that have utilized their services, including local businesses, regional companies and national retail firms.

While President and CEO of Arizona Commercial, Mr. Teel was involved in the leasing and eventual sale of Village at the Boulders and from 2010 until April 2014, he worked under contract with the Yavapai Prescott Indian Tribe in the acquisition and restoration of the Frontier Village Shopping Center, one of the most successful business recoveries following the real estate downturn of 2008.

JT Purvis has owned and developed real estate in Yavapai County both individually and in partnership with other investors. He is currently involved in the most significant private medical development projects in Prescott, Arizona located on Willow Creek Road. The project is a medical subdivision and when completed will include multiple specialties, pharmacy and urgent care office.

The Company currently focuses its expertise on selective projects and clients including investors, retail projects, property management and government and other interests.



JT Purvis, Principal & DB
jt@cp-na.com
Donald Teel, Principal
dt@cp-na.com

Qualifications of CPNA

Purvis and Teel are perhaps the leading commercial partnership in the market. Their qualifications include a wide spectrum of skills, including investments, acquisitions, tenant representation, lease strategies, large retail projects, industrial and medical endeavors.

Their careers having spanned seven decades bring them the unique perspective of industry transition. These two gentlemen have been involved in an industry that has transitioned from an era without cell phones, fax machines and the Internet. They negotiated and executed agreements on a signal page contract form.

Today, CPNA and its Principal Partners, JT Purvis and Donald Teel, utilize all of the marketing tools necessary to effective representation of their clients, including building project websites and marketing to a list of nearly 200,000 commercial real estate investors, retailers and brokers.

Their marketing reach is likely the best available to the clients they represent.

They have been members of the International Council of Shopping Centers (ISCS) and worked tirelessly in the industry to build a network that includes not only national contacts but strong local and regional investors and clients.

Since 2010, Mr. Purvis and Mr. Teel have leased and sold more space than any other pair of individuals in the market. Much of their work is governed by confidentiality agreements but their gross sales and leasing transaction value exceeds \$100,000,000.

Please review the enclosed resumes of JT Purvis and Donald S. Teel.



JT Purvis, Principal & DB
jt@cp-na.com
Donald Teel, Principal
dt@cp-na.com

Marketing Methodology

Today's commercial real estate investment world demands a mixture of legacy and contemporary marketing strategies. CPNA utilizes the most sophisticated array of tools to accomplish the financial objectives of its clientele.

As a future client of CPNA you can be assured that many if not all of the following marketing actions are used on your behalf:

- LoopNet.com Online CRE Sales & Leasing
- Co-Star CRE Online Services
- Crexi International Marketing Platform
- CityFeet Commercial Marketing
- LinkedIn.com Professional Networking
- Company Website at www.CP-NA.com
- Customized Feature Sheets with High Resolution Images & Graphics
- Customized Multi-Page Marketing Brochures with High Grade Print and Web Graphics
- Websites for Select Properties and Sites for Trade Area Representation (examples):
 - Frontier-Village.com
 - VillageAtTheBoulders.com
 - MillerValleySchool.com
 - CommercialBlogPage.com
 - PrescottRetail.com
- Direct Broker Connections with Arizona's Leading Firms such as:
 - DeRito Partners
 - Phoenix Commercial Advisors
 - Grubb & Ellis
 - Strategic Retail Group
 - Cassidy Turley
 - Cushman & Wakefield
 - Arizona Commercial
- Regional Network Marketing Participation:
 - Prescott Area Commercial Group (PACG)
 - West Valley Commercial Real Estate Group (WVCREG)
 - Phoenix Commercial Group (PCG)
 - Scottsdale Commercial Real Estate Group (SCREG)
- Automated Email Marketing Campaigns
 - CPNA – In House 5,000 Brokers & Investors
 - RCP – Real Capital Markets (used for sales above \$7,000,000)
 - Property Campaign – Online Marketing to approximately 180,000 CRE experts

CPNA utilized combinations of these and other marketing and network models to sell listed properties and to locate properties under tenant representation agreements. Of course, we also utilize the local Realtor[®] Association and Multiple Listing Service (MLS).

History of Offeror

Commercial Properties Northern Arizona ("CPNA") is the "Offeror" responding to RFP Real Estate Marketing & Brokerage Services and respectfully submits this brief outline of history. Please review the enclosed resumes of each of the Principal Partner of CPNA.

GENERAL EXPERIENCE. Offeror is a full service commercial real estate company with more than 70 years of combined experience including brokerage company ownership. Including ownership of multiple brokerage offices throughout the State of Arizona, the Offeror's experience includes residential resale, new homes, land, office, retail, retail shopping centers, medical office, medical subdivision development, tenant representation, large and intermediate property management, including Frontier Village (±680,000 sf, Village at the Boulders (±123,000 sf) and Willow Creek Plaza (165,000 sf).

Sales and leasing transaction volume (value of contracts) exceeds \$100,000,000 over the past concurrent 8-year span of time.

TRANSACTION SUMMARY. During the past 8 years, the Offeror has a large pool of transactions including sales and/or leasing transactions with the following list of clients and tenants:

- Large Commercial Sales/Acquisitions:
 - Village at the Boulders
 - Frontier Village Shopping Center
 - Willow Creek Village Shopping Center
 - Prescott Unified School District
 - Miller Valley School
 - Dexter Elementary
 - Administrative Offices
- Local Commercial Management and Leasing Experience:
 - Village at the Boulders
 - Frontier Village
 - Prescott Gateway Mall
 - Willow Creek Village Shopping Center
- Regional and National retail leasing includes:

Home Depot	Target	Nationwide Vision
Ross	Petco	Applebee's
Office Max	Red Lobster	Lawyer's Title
Starbuck's	Wells Fargo Bank	Best Buy
Einstein Bagels	McDonald's	Planet Fitness
Celtic Crossings Pub	Sportsman's Warehouse	Taco Bell
Picture Show Entertainment	Walmart	Coco's
JoAnn Fabric	Dollar Tree	Ross
Tuesday Morning	Harbor Freight Tools	Modern Dentistry
Zounds Hearing Aids	Augie's	Sally Beauty
Verizon Wireless	Baja Fresh	Jack in the Box

Dunking Donuts	Allie Ollie Boutique	Safeway
Snap Fitness	Dunn Edwards Paints	Cal Ranch

Local Market Transactions (includes Sales and Leases):

- Sheldon Street Auto Sales (Sheldon Street)
- Prescott Honda (Iron Springs Road)
- Iron Springs Car Wash (Iron Springs Road)
- Willow Creek Medical Development, Construction, Sales, Leasing (Willow Creek Road)
- Willow Creek Plaza, Leasing & Property Management (retail shopping Center)
- Frontier Village Leasing (approximately two dozen tenants)
- CPNA has completed thousands of transactions over 79+ total years

EXPERIENCE SUMMARY. Over the span of seven decades, the Offeror's Principal owners have amassed tens of thousands of direct and managed transactions. They have each owned and managed highly successful real estate brokerage companies under brands such as Prudential and ERA National Real Estate.

Over the span of their collective careers, the Offeror's experience includes the management of several thousand agents and the operation of multi-office, regional brokerage firms each closing transactions between 1,000 and 2,500 transactions annually.

In addition, the Offeror has built real estate company assets that have provided them with the financial benefits of exit strategies, each Principal having owned, developed and sold their respective companies.

Most importantly, the Offeror is well connected and networked, having marketing capacities that can reach hundreds of thousands of potential prospects utilizing state-of the art methodologies. By way of example, one key marketing channel contains more than 180,000 direct contacts with individual and group investors in the commercial real estate industry.

LOCAL INTERACTION. The Offeror is, or has been, involved in numerous local clubs, charities and service organizations and held director positions on bank, education and non-profit foundations. The Offeror's Principals have resided in Prescott, Arizona for approximately 60 years, raised families and contributed economically and socially to the benefits of the communities.

CONFIDENTIALITY AGREEMENTS. Due to the existence of binding confidentiality agreements the Offeror is not able to make specific and detailed disclosures of transaction particulars. However, we will be pleased to answer questions in Executive Session with as much detail as we are allowed to disclosure.



JT Purvis, Principal & DB
jt@cp-na.com
Donald Teel, Principal
dt@cp-na.com

Commission Fee Structure

Prescot Area Association of Realtors®

The following commission fee structure shall constitute the CPNA's fee proposal and be paid in accordance with the agreed upon and fully negotiated Exclusive Right to Sell Listing Agreement made available to PAAR in this RFP.

In the event there is a conflict between this document and the fully executed Listing Agreement between PAAR and the Broker, the terms and conditions of the Listing Agreement shall prevail.

COMMISSION FEE SCHEDULE:

TRANSACTION PRICE RANGES		COMMISSION FEE DUE BROKER	
SALES PRICE FROM	SALES PRICE TO	WITHOUT CO-BROKER	WITH CO-BROKER
\$0	\$1,499,999	4.50%	6.00%
\$1,500,000	\$3,000,000	4.40%	6.00%
\$1,500,000	\$2,999,999	4.25%	6.00%
\$3,000,000	\$5,999,999	4.00%	6.00%
\$6,000,000	\$9,999,999	3.80%	6.00%
\$10,000,000	\$19,999,999	3.40%	5.50%
\$20,000,000	Above	Fees based upon project details	

The above Commission Fee Schedule is fully negotiable and can vary based upon the final scope of duties and obligations required of the Broker to fulfill the objectives of a client.

Fees are due and payable to the Broker in accordance with the terms and conditions of such payment by the seller as outlined and agreed to in a fully executed Listing Agreement.

Commission fees are calculated by the indicated percentage calculated against the Full Purchase Price as reflected in the Affidavit of Value.

Payment of commission due the Broker is a condition of any closing. A closing will be defined as recordation of the deed in the name of the buyer as the new owner of the property.

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: VOTING MEETING 11-23-21

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Resolution No. 2021-1803, Authorizing the Signing of the City's Decision and Order Modification Application by City Manager Lamar and Submittal to the Arizona Department of Water Resources.

ITEM SUMMARY

This item is to seek approval of Resolution No. 2021-1803, for the purposes of the City Manger signing the City's Decision and Order Modification in accordance with ADWR application requirement.

BACKGROUND

The City working in consultation with Herb Dishlip Consulting, Matrix New World Consulting, and Michael Pearce with Gammage and Burnham have prepared the City's application for the Modification of a Designation of Assured Water Supply. On October 26th and November 9th, the application components and key information were presented to the Council. The City will submit the completed application by December 31, 2021, as required within its current D&O No.86-401501.0001.

FINANCIAL IMPACT

Funding is available for this ADWR Modification of Designation of Assured Water Supply Application, initial filing fee in the amount of \$2,000, and for the maximum total fee (as determined when ADWR review is completed) not to exceed \$35,000.00.

Recommended Action: MOVE to adopt Resolution No. 2021-1803

ATTACHMENTS

1. [Resolution No. 2021-1803.docx](#)

RESOLUTION NO. 2021-1803

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF WATER RESOURCES TO MODIFY THE CITY'S ASSURED WATER SUPPLY DESIGNATION.

RECITALS:

WHEREAS, a water provider receives a Designation of Assured Water Supply by demonstrating the physical, legal, and continuous availability of water from various sources sufficient to meet the projected water demand in its service area for one hundred years, and;

WHEREAS, the Arizona Department of Water Resources approved the City of Prescott's application and ordered the Designation of Assured Water Supply on December 30, 2009, and;

WHEREAS, the Arizona Department of Water Resources Decision and Order No. 86-401501.0001 requires updates based on conditions therein, and;

WHEREAS, the City of Prescott's Application for a Designation of Assured Water Supply is being prepared as required for submittal by December 31, 2021, and;

WHEREAS, the Assured Water Supply Rules (A.A.C. R12-15-710) require that the City Manager sign the application and that a resolution by the governing body authorizing the City Manager to sign the application be submitted to ADWR;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRESCOTT, ARIZONA, as follows:

SECTION 1. That the City Council hereby authorizes the submission of an application to the Arizona Department of Water Resources to modify the City's Assured Water Supply Designation No. 86-401501.0001 to reflect demands and supply types.

SECTION 2. That the City Council hereby authorizes Prescott's City Manager to sign the application for the modified designation on behalf of the City, and further authorizes the Mayor and staff to submit requisite additional documents, information and studies in support of such application.

PASSED AND APPROVED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2021.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

MATT PODRACKY, Interim City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)

County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2021-1803 is a true, correct and accurate copy of Resolution No. 2021-1803 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2021, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2021.

Seal

City Clerk



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **11-23-21**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract 2019-161A4, an Amendment to City Contract No. 2019-161 with Fann Environmental/Fann Contracting Joint Venture, for Guaranteed Maximum Price (GMP) #4 to Construct the Intermediate Pump Station Water Storage Tanks, in an Amount not to Exceed \$11,531,490.38. Funding is Available in the Water Fund.

ITEM SUMMARY

This item is for approval of Amendment No. 4 to City Contract No. 2019-161 for CMAR construction services for the Intermediate Pump Station Water Storage Tanks in the amount of \$11,531,490.38.

BACKGROUND

The City of Prescott Water Production Facility (WPF) located in the Town of Chino Valley, has historically been the City's primary source for domestic water production. The WPF accepts water from five production wells around Chino Valley and then pumps the water to the City's north tanks located at Douglas Avenue and Willow Creek Road. Some of the infrastructure at the WPF was originally built in the 1940's and updates were completed to the facility throughout the years to increase capacity. This original infrastructure has exceeded its service life and has limited capacity for future demands.

The replacement project for this critical infrastructure began in 2018 with the selection of a Design Consultant and Construction Manager at Risk (CMAR) for the Water Production Facility and Intermediate Pump Station Project. The new Intermediate Pump Station Facility (IPS), designed to work in tandem with the Water Production Facility replacement, will create additional system redundancy, improve pumping efficiency and increase overall system reliability by providing the ability to pump water from the Airport Production Zone (Pressure Zone 12) to be distributed to the rest of the City water system.

This replacement project has been achieved by creating smaller, manageable contracts that comprise the full replacement project. These individual contracts, or GMPs have been organized by location of work, timing of work, material availability or other metrics that provide a benefit to the City by having a stand

alone contract.

The GMP to be approved with City Contract 2019-161A4 is for the earthwork, site preparation, underground piping, construction and backfill of the two (2) partially buried prestressed concrete tanks at the Intermediate Pump Station Site. Each tank will be 6 Million gallons in volume and water from these tanks could be delivered to any location in the City.

City staff has worked with the CMAR to develop a separate GMP for the tank construction. The tanks will be constructed by a major subcontractor, DN Tank, whose work can be completed separately from the remainder of the site work. The construction of the tanks will take a significant amount of time, so starting construction early will benefit the overall project schedule.

It is anticipated that two additional GMPs will be generated to complete the full project. GMP #5 will include the procurement of long lead time materials and equipment for the IPS site. GMP#6 will include remaining site work, standard sub-contractors and final construction for the IPS Site.

FINANCIAL IMPACT

Funding for this project has been budgeted over multiple fiscal years (FY21- FY24) and is available through debt service and from the Water Fund. The Water Infrastructure Financing Authority of Arizona (WIFA) is providing low interest project financing. Any debt issued will be repaid from Water user rates and impact fees.

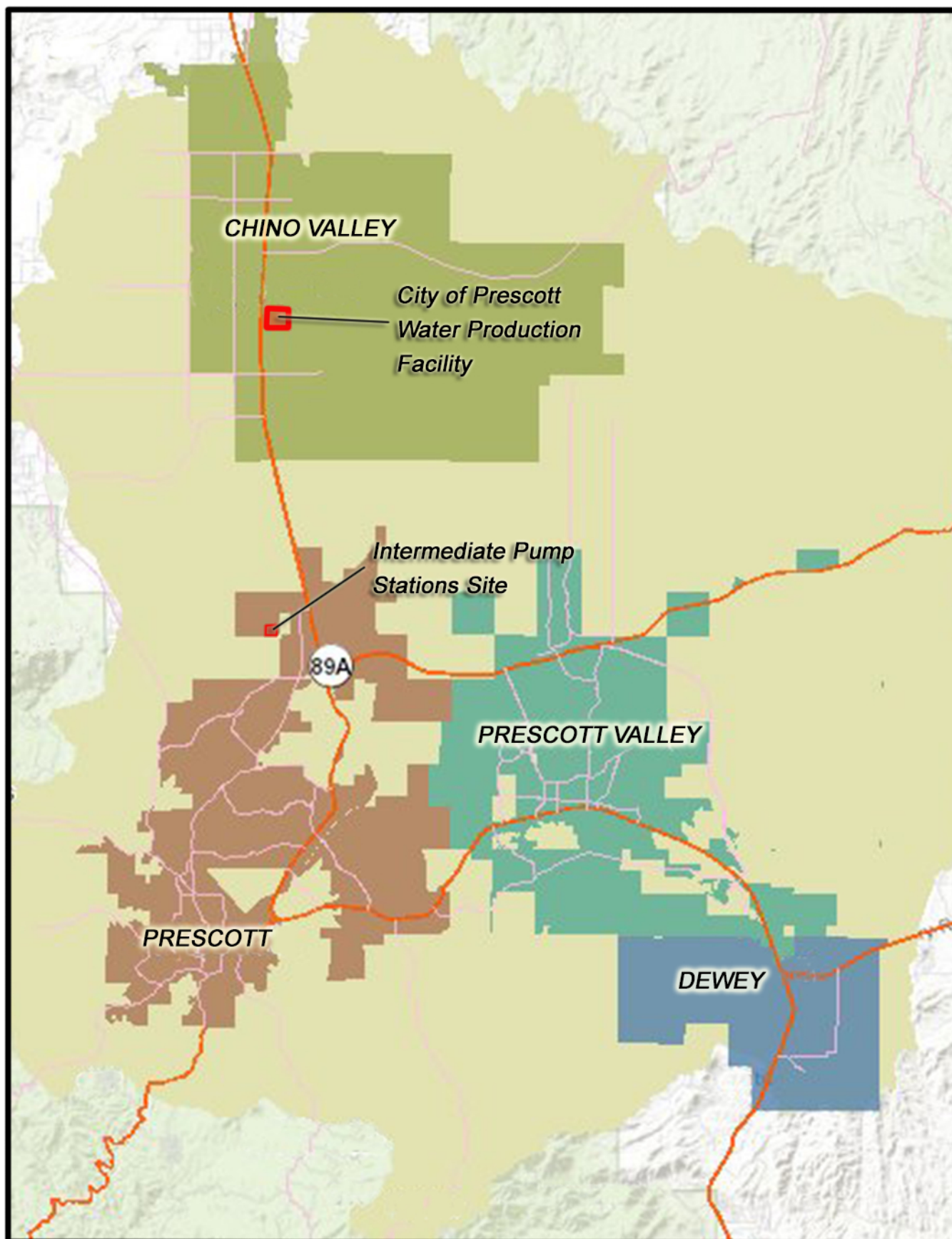
WIFA financing requires that Davis-Bacon Wages be paid under the contract.

Recommended Action: MOVE to approve City Contract No. 2019-161A4

ATTACHMENTS

- 1.[Water Production Facilities Map.pdf](#)
- 2.[CMAR GMP No. 4 Packet Tanks & Earthwork.pdf](#)

Figure 1. Water Production and Intermediate Pump Stations Site Locations





CITY OF PRESCOTT

GMP#4 - CMAR CONSTRUCTION

INTERMEDIATE PUMP STATION

**PRE-STRESSED CONCRETE WATER TANK &
GENERAL EARTHWORK**

REV. 1 - November 4, 2021

Construction Manager At Risk
Water Production & Intermediate Pump Stations Project

**Guaranteed Maximum Price (GMP)
Construction Services**

**Construction GMP#4 – Pre-Stressed Concrete Water Tanks &
General Earthwork**

City Contract No. 2019-161
City of Prescott
Public Works Department

CMAR Contractor:
Fann Environmental/Fann Contracting Joint Venture
6725 Generation Lane
Prescott, AZ 86301
(928) 778-0170

REV 1 - 11/4/21

TABLE OF CONTENTS

1. **CONSTRUCTION GMP**
 - a. **Guaranteed Maximum Price (GMP) Summary**
2. **SUBCONTRACTOR & SUPPLIER QUOTES**
 - a. **Division 1 – General Conditions Of The Work**
 - b. **Division 2 – Site Construction**
 - i. Subcontract – Temp Fence
 - ii. General Earthwork
 - iii. Tank Sitework
 - c. **Division 3 – Concrete** *(not used)*
 - d. **Division 4 – Masonry** *(not used)*
 - e. **Division 5 – Metals** *(not used)*
 - f. **Division 6 – Wood & Plastics** *(not used)*
 - g. **Division 7 – Thermal & Moisture Protection** *(not used)*
 - h. **Division 8 – Doors & Windows** *(not used)*
 - i. **Division 9 – Finishes** *(not used)*
 - j. **Division 10 – Specialties** *(not used)*
 - k. **Division 11 – Equipment** *(not used)*
 - l. **Division 12 – Furnishings** *(not used)*
 - m. **Division 13 – Special Construction**
 - i. Subcontract - Prestressed Concrete Water Tanks
 - n. **Division 14 – Conveying Systems** *(not used)*
 - o. **Division 15 – Mechanical** *(not used)*
 - p. **Division 16 – Electrical & Instrumentation** *(not used)*
3. **GMP Reference Documents**
 - a. **GMP Plans & Specifications**
 - b. **Clarifications, Assumptions, & Exclusions**
 - c. **RFP for IPS Water Tanks - Bid Questions & Responses**
 - d. **CMP Schedule**
 - e. **Wage Decision**



6725 Generation Lane
Prescott, Arizona 86301
(928) 778-0170
FE: ROC-A-206365
FC: ROC-A-07152

GMP#4 – CMAR Construction
Intermediate Pump Stations
IPS Pre-Stressed Tanks & General Earthwork

CONSTRUCTION GMP

Guaranteed Maximum Price (GMP) Summary

CMAR Water Production & Intermediate Pump Station Project

IPS Prestressed Water Tanks & General Earthwork

Construction GMP#4 - 100% Plans

Date - October 22, 2021

(REV.1 - November 4, 2021)

		Description	UM	Est. Bid Qty	Unit Price	Bid Price
DIVISION 1		GENERAL REQUIREMENTS				
	10	Mobilize & Demobilize (Earthwork & Tanks)	LS	1	\$ 35,350.89	\$ 35,350.89
	20	Locate Underground Utilities (Earthwork) *Deleted	LS		\$ -	\$ -
DIVISION 2		SITE CONSTRUCTION				
	100	Install Ranch Fencing Around Site	LF	2,500	\$ 4.70	\$ 11,750.00
	110	Temp SWPPP Install & Maintenance	LS	1	\$ 58,801.09	\$ 58,801.09
	120	Clear & Grub	AC	11.3	\$ 2,975.75	\$ 33,625.98
	130	Site Excavation - Site Cut/Fill	CY	18,520	\$ 12.82	\$ 237,426.40
	140	Site Excavation - Site Fill (Import) *Deleted	CY		\$ -	\$ -
	150	Over-Ex 3' w/ ABC Fill for New Tanks	LS	1	\$ 261,555.47	\$ 261,555.47
	160	Tank Area Blow-out for Tank Construction/Crane Access	LS	1	\$ 111,870.68	\$ 111,870.68
	170	Tank Blow-out Backfill, Drain Rock Wall, & Filter Fabric	LS	1	\$ 217,230.09	\$ 217,230.09
	180	Excav/Bckfl Tank Pipes, Stabilize Work Area, Winding Track, & Ramps	LS	1	\$ 99,605.55	\$ 99,605.55
	190	Tank Subgrade Prep, ABC Leveling Base, & Footing Excavation	LS	1	\$ 86,008.41	\$ 86,008.41
	200	6" Tank Ring HDPE Perf Pipe, Fabric, & Drain Rock	LF	1,200	\$ 40.46	\$ 48,552.00
	210	6" Tank Ring HDPE Solid Pipe To Daylight	LF	600	\$ 27.38	\$ 16,428.00
DIVISION 13		SPECIAL CONSTRUCTION				
	4000	Pre-Stressed Concrete Water Tanks (2ea - 6MG Tanks)	LS	1	\$ 6,979,199.44	\$ 6,979,199.44
ALLOWANCE		ALLOWANCE				
		ALLOWANCE - Labor/Material Escalation	ALW	1	\$ 50,000.00	\$ 50,000.00
		ALLOWANCE - Unsuitable or Unstable Fill/Grading	ALW	1	\$ 15,000.00	\$ 15,000.00
		ALLOWANCE - Hard Dig or Rock Excavation and Handling	ALW	1	\$ 10,000.00	\$ 10,000.00
		ALLOWANCE - Survey & 3rd-Party QC for Initial Earthwork	ALW	1	\$ 40,000.00	\$ 40,000.00
		ALLOWANCE - Tank Utility Stub Extensions & Elect. Provisions	ALW	1	\$ 20,000.00	\$ 20,000.00

ESTIMATED COST OF WORK	\$	8,332,404.00
GENERAL CONDITIONS (Earthwork & Tanks)	\$	744,674.31
OVERHEAD	\$	592,733.21
PROFIT	\$	773,584.92
INSURANCE	\$	149,340.57
P&P BOND	\$	105,927.37
TAX (Prescott)	\$	632,826.00
TOTAL	\$	11,331,490.38
CMAR CONTINGENCY	\$	100,000.00
OWNER CONTINGENCY	\$	100,000.00
TOTAL GMP	\$	11,531,490.38



6725 Generation Lane
Prescott, Arizona 86301
(928) 778-0170
FE: ROC-A-206365
FC: ROC-A-07152

GMP#4 – CMAR Construction
Intermediate Pump Stations
IPS Pre-Stressed Tanks & General Earthwork

DETAIL BY DIVISION

Construction GMP#4 – Pre-Stressed Concrete Water Tanks & General Earthwork

11/04/2021

CMAR WPF GMP4 IPS Water Tanks & Earthwk
BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	General Conditions (Earthwork & Tanks)	1.000	LS	744,674.31	744,674.31
GENERAL CONDITIONS					\$744,674.31
10	Mobilization & Demob (Earthwork & Tanks)	1.000	LS	35,350.89	35,350.89
20	Locate Underground Utilities (Earthwork)	0.000	LS		
DIV 1 - GENERAL REQUIREMENTS					\$35,350.89
100	Install Rancher Fencing Around Site	2,500.000	LF	4.70	11,750.00
110	Temp SWPPP Install & Maintenance	1.000	LS	58,801.09	58,801.09
120	Clear & Grub	11.300	AC	2,975.75	33,625.98
130	Site Excavation - Site Cut/Fill	18,520.000	CY	12.82	237,426.40
140	Site Excavation - Site Fill	0.000	CY		
150	OverEx 3' & ABC Fill for Water Tanks	1.000	LS	261,555.47	261,555.47
160	Tank Area Excv Blow-out for Tank Const/Crane Accs	1.000	LS	111,870.68	111,870.68
170	Tank Blow-out Backfill, Drain Rock, & Filter Fabric	1.000	LS	217,230.09	217,230.09
180	Exc/Bckf Tank Pipes, Stblz Area, Winding Track, Ramps	1.000	LS	99,605.55	99,605.55
190	Tank SG Prep, ABC Lvlng Base, & Footing Excav	1.000	LS	86,008.41	86,008.41
200	6" Tank Ring HDPE PerfPipe, Fabric, Drain Rock	1,200.000	LF	40.46	48,552.00
210	6" Tank Ring HDPE Solid Pipe to Daylight	600.000	LF	27.38	16,428.00
DIV 2 - SITE CONSTRUCTION					\$1,182,853.66
4000	Tanks Prestressed Concrete (2ea - 6MG tanks)	1.000	LS	6,979,199.44	6,979,199.44
DIV 13 - SPECIAL CONSTRUCTION					\$6,979,199.44

Division 1 – General Requirements

General Conditions

Mobilize & Demobilize (Earthwork & Tanks)

Locate Underground Utilities (Earthwork & Tanks)

DIVISION 1																				
Biditem	Description	Quantity	Units	Manhours	Total Bid Unit Price	Labor	Labor Total	Equipment	Equipment Total	Materials	Materials Total	Subs	Subs Total	Trucking	Trucking Total	Aggs & Concrete	Aggs & Concrete Total	GC,Incid,SmTls Job	GC,Incid,SmTls Job Total	Total Bid Price
10	Mobilization & Demob (Earthwork & Tanks)	1.00	LS	300.00	\$ 35,350.89	\$ 9,048.39	\$ 9,048.39	\$ 24,412.50	\$ 24,412.50	\$ -	\$ -	\$ -	\$ -	\$ 1,890.00	\$ 1,890.00	\$ -	\$ -	\$ -	\$ -	\$ 35,350.89
20	Locate Underground Utilities (Earthwork) *Deleted																			

GENERAL CONDITIONS																				
Biditem	Description	Quantity	Units	Manhours	Total Bid Unit Price	Labor	Labor Total	Equipment	Equipment Total	Materials	Materials Total	Subs	Subs Total	Trucking	Trucking Total	Aggs & Concrete	Aggs & Concrete Total	GC,Incid,SmTls Job	GC,Incid,SmTls Job Total	Total Bid Price
1	General Conditions (Earthwork & Tanks)	1.00	LS	5,500.00	\$ 744,674.31	\$ 469,388.71	\$ 469,388.71	\$ 182,529.60	\$ 182,529.60	\$ 18,200.00	\$ 18,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,556.00	\$ 74,556.00	\$ 744,674.31

GMP4 IPS Prestressed Concrete Water Tanks & General Earthwork
Cost Of The Work
General Conditions

11/4/21

Biditem	Description	Quantity	Unit	Man Hours	Labor	Burden	Sm. Tools	Subs	Vehicle Equip Op	Vehicle Equipment	Water	Job GCs	Direct Total
1	Project Executive (FE)	52	WK	1040	\$ 90,594.40	\$ 21,522.98	\$ -	\$ -	\$ 3,275.99	\$ 10,920.01	\$ -	\$ -	\$ 126,313.38
1	Project Manager (FC Tanks/Earthwork)	52	WK	1040	\$ 87,110.40	\$ 21,010.83	\$ -	\$ -	\$ 3,275.99	\$ 10,920.01	\$ -	\$ -	\$ 122,317.23
1	Project Supervision & Civil Lead (FC Tanks/Earthwork)	52	WK	2080	\$ 129,771.20	\$ 35,487.57	\$ -	\$ -	\$ 6,551.99	\$ 21,840.01	\$ -	\$ -	\$ 193,650.77
1	Project Engineer (FC Tanks/Earthwork)	52	WK	1040	\$ 59,248.80	\$ 16,915.17	\$ -	\$ -	\$ 3,275.99	\$ 10,920.01	\$ -	\$ -	\$ 90,359.97
1	Small Tools/Equip Billed Weekly	52	WK	0	\$ -	\$ -	\$ 18,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,200.00
1	Portable Toilets & Hand Wash	52	WK	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,600.00	\$ 9,600.00
1	Field Office, Fence, & Equipment	52	WK	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,500.00	\$ -	\$ 29,800.00	\$ 88,300.00
1	Vans-Storage On Job	52	WK	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,656.00	\$ 6,656.00
1	Print Plan Copies	1	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00
1	Ice and Supplies	52	WK	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,800.00	\$ 7,800.00
1	Safety Equipment & PPE	52	WK	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
1	Trash Removal	52	WK	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,200.00	\$ 7,200.00
1	Water Storage & Standpipe	52	WK	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,873.60	\$ -	\$ -	\$ 39,873.60
1	Water Purchase	1	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Dust Control - During Tank Sub Work (2 hrs/Day only)	1	LS	300	\$ 5,925.00	\$ 1,802.36	\$ -	\$ -	\$ 1,979.99	\$ 11,196.01	\$ -	\$ -	\$ 20,903.36
1	GPS Drone Services	1	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
													\$ 744,674.31

Division 2 – Site Construction

Install Ranch Fencing Around Site
Temp SWPPP Install & Maint. (Earthwork & Tanks Only)
Clear & Grub
Site Excavation - Site Cut/Fill
Site Excavation - Site Fill (Import)
Over-Ex 3' w/ ABC Fill for New Tanks
Tank Area Blow-out for Tank Construction/Crane Access
Tank Blow-out Backfill, Drain Rock, & Filter Fabric
Excv/Bckfl Tank Pipes, Stabilize Work Area, Winding Track, & Ramps
Tank Subgrade Prep, ABC Leveling Base, & Footing Excavation
6" Tank Ring HDPE Perf Pipe, Fabric, & Drain Rock
6" Tank Ring HDPE Solid Pipe To Daylight

DIVISION 2																				
Biditem	Description	Quantity	Units	Manhours	Total Bid Unit Price	Labor	Labor Total	Equipment	Equipment Total	Materials	Materials Total	Subs	Subs Total	Trucking	Trucking Total	Aggs & Concrete	Aggs & Concrete Total	GC,Incid,SmTls Job	GC,Incid,SmTls Job Total	Total Bid Price
100	Install Rancher Fencing Around Site	2,500.00	LF	-	\$ 4.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.70	\$ 11,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,750.00
110	Temp SWPPP Install & Maintenance	1.00	LS	705.00	\$ 58,801.09	\$ 32,329.84	\$ 32,329.84	\$ 15,005.75	\$ 15,005.75	\$ 4,705.50	\$ 4,705.50	\$ -	\$ -	\$ 2,160.00	\$ 2,160.00	\$ 3,600.00	\$ 3,600.00	\$ 1,000.00	\$ 1,000.00	\$ 58,801.09
120	Clear & Grub	11.30	AC	425.00	\$ 2,975.75	\$ 1,316.26	\$ 14,873.74	\$ 1,261.26	\$ 14,252.24	\$ -	\$ -	\$ -	\$ -	\$ 398.23	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ 33,625.98
130	Site Excavation - Site Cut/Fill	18,520.00	CY	2,245.00	\$ 12.82	\$ 4.88	\$ 90,377.60	\$ 7.94	\$ 147,048.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,426.40
140	Site Excavation - Site Fill (Imported Borrow) *Deleted																			
150	OverEx 3' & ABC Fill for Water Tanks	1.00	LS	962.00	\$ 261,555.47	\$ 36,788.13	\$ 36,788.13	\$ 42,857.34	\$ 42,857.34	\$ -	\$ -	\$ -	\$ -	\$ 66,240.00	\$ 66,240.00	\$ 115,670.00	\$ 115,670.00	\$ -	\$ -	\$ 261,555.47
160	Tank Area Excv Blow-out for Tank Const/Crane Accs	1.00	LS	735.00	\$ 111,870.68	\$ 28,068.92	\$ 28,068.92	\$ 48,521.76	\$ 48,521.76	\$ -	\$ -	\$ -	\$ -	\$ 35,280.00	\$ 35,280.00	\$ -	\$ -	\$ -	\$ -	\$ 111,870.68
170	Tank Blow-out Backfill,Drain Rock,& Filter Fabric	1.00	LS	1,150.00	\$ 217,230.09	\$ 43,508.59	\$ 43,508.59	\$ 45,766.50	\$ 45,766.50	\$ 7,400.00	\$ 7,400.00	\$ -	\$ -	\$ 58,680.00	\$ 58,680.00	\$ 61,875.00	\$ 61,875.00	\$ -	\$ -	\$ 217,230.09
180	Exc/Bckf Tank Pipes,Stblz Area,Winding Track,Ramps	1.00	LS	611.00	\$ 99,605.55	\$ 21,870.00	\$ 21,870.00	\$ 19,156.80	\$ 19,156.80	\$ 7,600.00	\$ 7,600.00	\$ -	\$ -	\$ 16,560.00	\$ 16,560.00	\$ 34,218.75	\$ 34,218.75	\$ 200.00	\$ 200.00	\$ 99,605.55
190	Tank SG Prep, ABC Lving Base, & Footing Excav	1.00	LS	656.00	\$ 86,008.41	\$ 24,837.44	\$ 24,837.44	\$ 21,170.97	\$ 21,170.97	\$ 11,650.00	\$ 11,650.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00	\$ 19,350.00	\$ 19,350.00	\$ -	\$ -	\$ 86,008.41
200	6" Tank Ring HDPE PerfPipe,Fabric,Drain Rock	1,200.00	LF	400.00	\$ 40.46	\$ 11.69	\$ 14,028.00	\$ 7.18	\$ 8,616.00	\$ 9.90	\$ 11,880.00	\$ -	\$ -	\$ 3.15	\$ 3,780.00	\$ 8.54	\$ 10,248.00	\$ -	\$ -	\$ 48,552.00
210	6" Tank Ring HDPE Solid Pipe to Daylight	600.00	LF	200.00	\$ 27.38	\$ 11.69	\$ 7,014.00	\$ 7.18	\$ 4,308.00	\$ 4.44	\$ 2,664.00	\$ -	\$ -	\$ 1.80	\$ 1,080.00	\$ 2.27	\$ 1,362.00	\$ -	\$ -	\$ 16,428.00
DIVISION 13																				

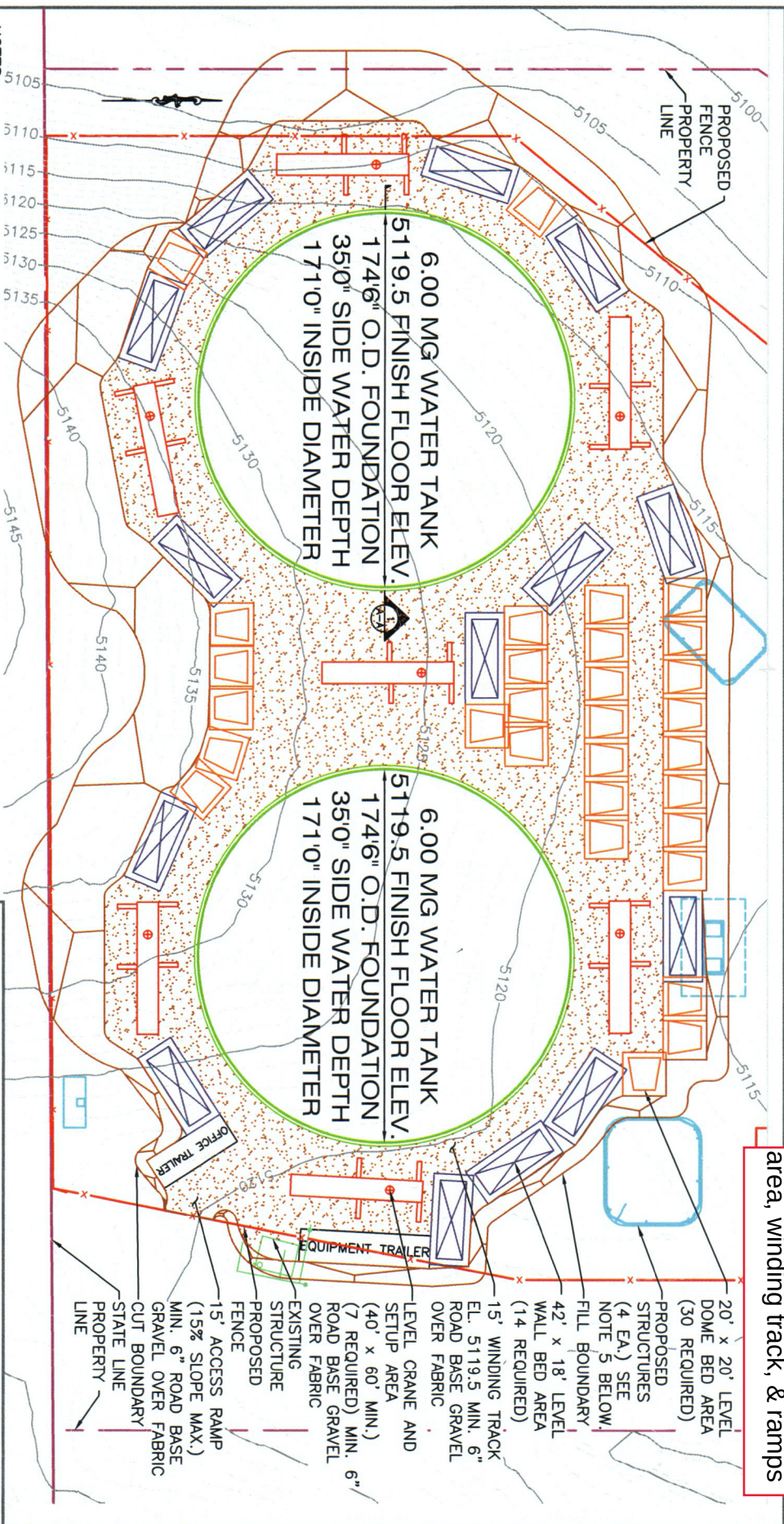
Prestressed Tanks – General Support Scope Summary

Supportive Scope for Earthwork, Prep, Drain Wall, Drain Ring, Leveling Base, & Site Area Scope per DN Tank

EXCLUSIONS BY DN TANKS

- Excavation and Site Prep
 - Tank pad preparation to be in accordance with Geotechnical Report
 - Geotech to inspect subgrade and provide confirmation letter on assumed design parameters
 - Fine grading of stone layer (directly beneath tank foundation) to meet +0"/-1/2" tolerance
 - This is critical for construction of 6" thick floor slab and meeting required reinforcing clearance
 - DN Tanks & WWE confirmed standard MAG-spec ABC okay (no lime treated ABC)
 - Prefer a compactible stone base with fabric that will hold shape under construction traffic if possible.
 - Something like rounded drain rock will create problems, can allow rebar supports to sink
 - 15' wide all-weather "winding track" required around both tanks for prestressing activities
 - Flat, compacted areas required for on site casting areas per EX-1 site layout drawing
 - Casting areas need to be within the reach of the crane for panel erection
 - As discussed, I would like to visit the site ASAP to review our layout and any potential improvements
 - Intermittent site clean up will be needed after panel erection is complete
 - This includes removal of casting beds, installation of winding track, ramps onto tank floor slab, etc.
- Site Layout
 - DN Tanks will need the following to perform layout work for the tanks
 - Tank center (both tanks)
 - North center line reference point (both tanks)
 - Benchmark elevation outside of tank footprint
- Electrical
 - Any conduit block outs for the tank roof will be supplied by others, but can be installed by DN Tanks to cast into hatch curbs or other areas on the tank
 - Any anchoring of electrical items (or others) to be mounted to designated shotcrete pads or top side of dome
 - No anchoring to the tank wall or vertical face of dome ring will be allowed unless approved by DN Tanks in order to prevent any damage to the shotcrete encased prestressing wire
- Estimated Qty of additional material needed for additional flat laydown area around the tank (Designed final grades vs DN tank working area grades)
 - Estimated difference between the final grade and our site layout to be roughly 15,000 CY (bank measurement).
- Qty of 6" dia perf pipe and 6" dia solid pipe to discharge west beyond site wall
 - The approximate length of the perforated pipe for each tank is 600 ft (1,200 ft total).
 - The length of the 6" dia. solid pipe is unclear on the Civil Drawings. This length will be dependent upon where this line will be run, mainly from the East Tank.

Item # 180 Stabilize work area, winding track, & ramps



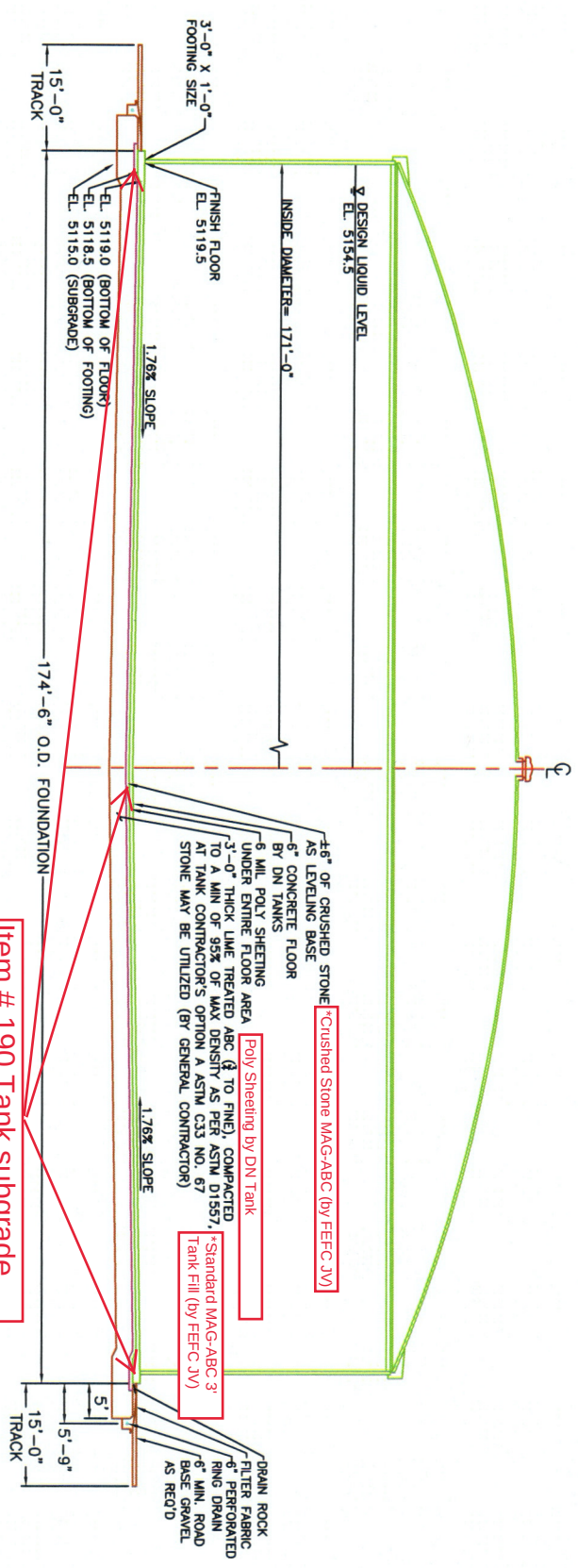
- NOTES:
1. PLEASE USE THESE EX-DRAWINGS IN CONJUNCTION WITH THE DETAILED DN TANKS SCOPE LETTER AND SUBCONTRACT.
 2. FINAL CASTING BED LOCATIONS TO BE DETERMINED BY THE DN TANKS FIELD SUPERINTENDENT.
 3. LEVEL AREAS MUST BE PROVIDED FOR CASTING BEDS, CRANE AREAS, AND EQUIPMENT AND OFFICE TRAILERS. ALSO PROVIDE ACCESS TO TRACK.
 4. BASED ON 300 TON CRANE WITH A 90 FT WORKING RADIUS ERECTING 185 FT WIDE & 9 IN THICK AT THE BOTTOM & 6 IN THICK AT THE TOP WALL PANELS.
 5. AT A MINIMUM, ALL WORK ROADS, ACCESS ROADS, RAMPS, CRANE AREAS, AND THE WINDING TRACK SHALL HAVE 6" OF ROAD BASE OVER GEOTEXTILE FILTER FABRIC, MIRAFI 500X OR EQUAL. REFER TO SCOPE LETTER FOR REQUIREMENTS.
 6. MIRAFI 1100N OR EQUAL, SHALL BE PLACED PRIOR TO INSTALLATION OF CRUSHED STONE LEVELING BASE MATERIAL UNDER THE TANK.
 7. DN TANKS WILL REQUIRE A 60 FT X 15 FT AND A 40 FT X 15 FT AREA TO BE PREPARED FOR OUR EQUIPMENT TRAILER AND OFFICE TRAILER. THIS AREA MUST BE LOCATED WITHIN 150 FT OF THE TANK. THIS AREA MUST BE CLEARED, GRUBBED, LEVELED, AND EASILY ACCESSIBLE.
 8. CONTRACTOR TO SEQUENCE CONSTRUCTION OF PROPOSED STRUCTURES SUCH THAT NO STRUCTURE IS BUILT ABOVE EL 5119.0 UNTIL THE COMPLETION OF PRESTRESSING, CONTRACTOR TO PROTECT IN PLACE ANY STRUCTURE BELOW EL 5119.0.

"THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DN TANKS, AND MAY NOT BE DUPLICATED, IN WHOLE OR IN PART, USED FOR OTHER THAN INTERNAL REVIEW PURPOSES, OR DISCLOSED TO OTHERS, WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF DN TANKS."



2 - 6.00 MG PRECAST, PRESTRESSED CONCRETE WATER STORAGE TANK CONSTRUCTION SITE LAYOUT - PLAN

DRAWN BY:	DATE:	SCALE:	DWG#	REV:
RD	5/13/21	1" = 70'-0"	EX-1	
CHECKED:	FILE:			
***	M:\Southwest Region\Arizona\Prescott, AZ (Chino VLY) - 11145\LAYOUTS & Sitework Estimates			
SITE LOCATION:	Prescott, AZ (Chino VLY)			



Item # 190 Tank subgrade prep, ABC leveling base, & footing excavation

Item # 180 Stabilize work area, winding track, & ramps

- NOTES:
1. PLEASE USE THESE EX-DRAWINGS IN CONJUNCTION WITH THE DETAILED DN TANKS SCOPE LETTER AND SUBCONTRACT.
 2. ALL TEMPORARY SLOPES ARE TO MEET OSHA REQUIREMENTS.
 3. FOUNDATION PREP SHALL BE ADJUSTED IN ACCORDANCE WITH THE FINAL GEOTECHNICAL REPORT.
 4. AT A MINIMUM, ALL WORK ROADS, ACCESS ROADS, RAMPS, CRANE AREAS AND THE WINDING TRACK SHALL HAVE 6" OF ROAD BASE OVER GEOTEXTILE FILTER FABRIC, MIRAFI 500X OR EQUAL. REFER TO SCOPE LETTER FOR REQUIREMENTS.
 5. DN TANKS WILL REQUIRE A 60 FT X 15 FT AND A 40 FT X 15 FT AREA TO BE PREPARED FOR OUR EQUIPMENT TRAILER AND OFFICE TRAILER. THIS AREA MUST BE LOCATED WITHIN 150 FT OF THE TANK. THIS AREA MUST BE CLEARED, GRUBBED, LEVELED, AND EASILY ACCESSIBLE.

SECTION 1
A-A

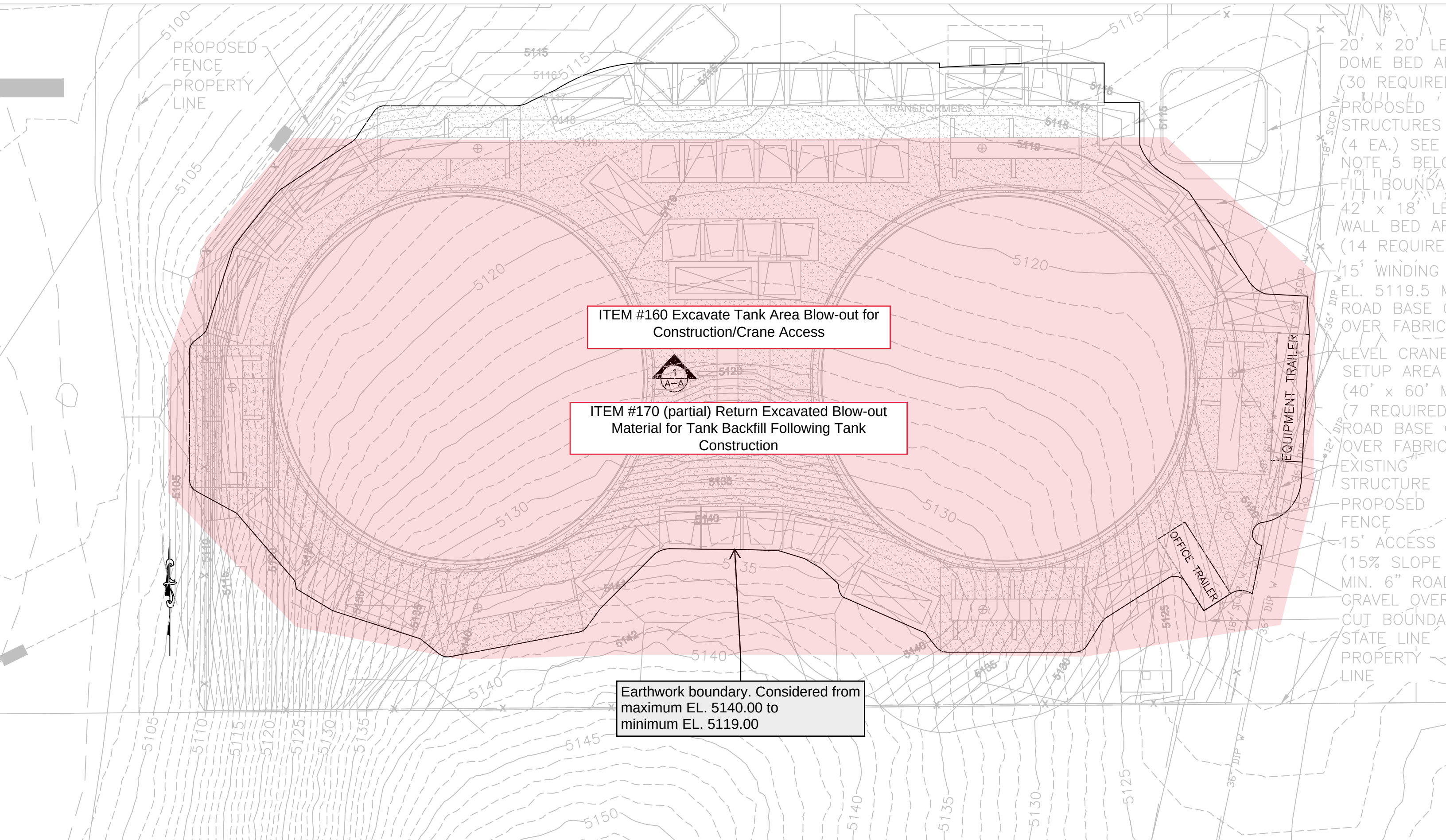


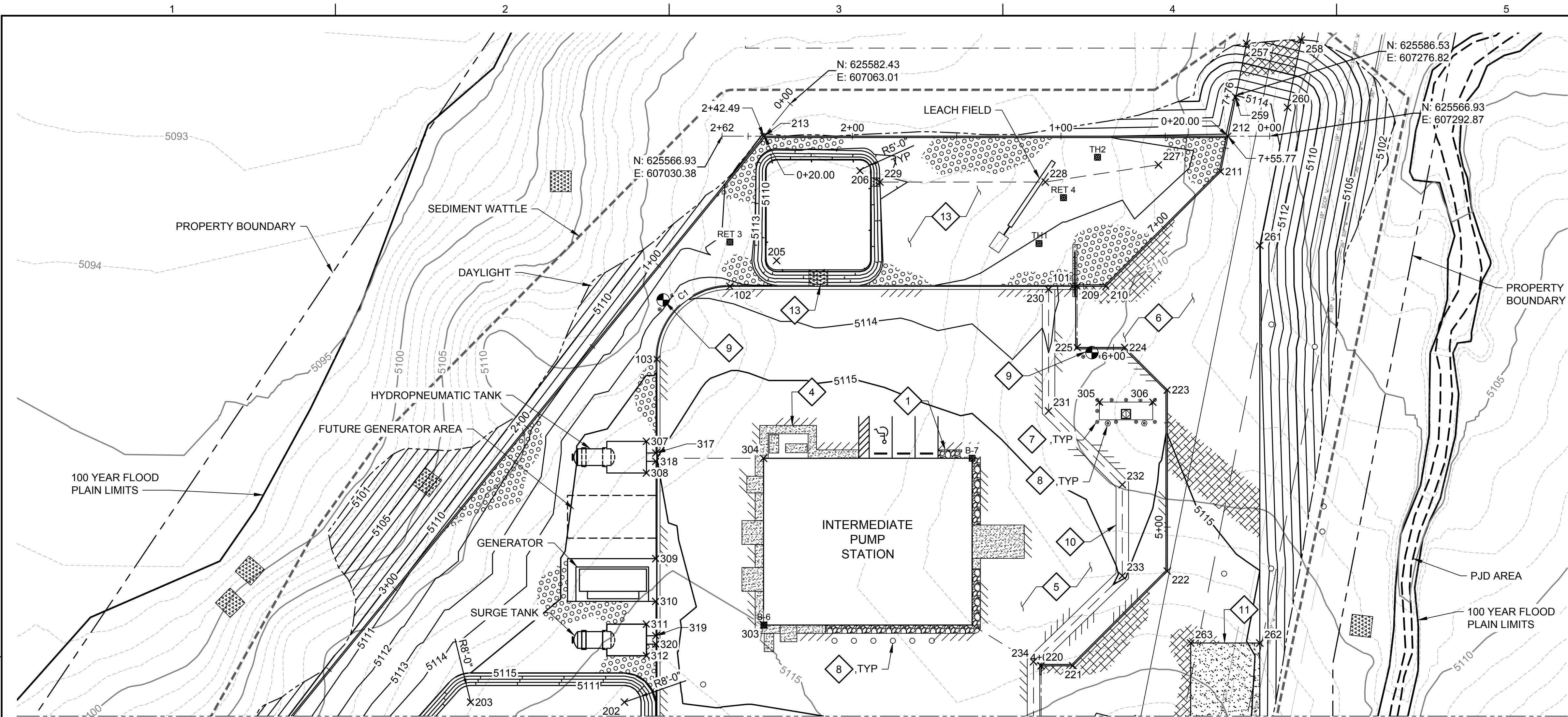
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DN TANKS, AND MAY NOT BE DUPLICATED, IN WHOLE OR IN PART, USED FOR OTHER THAN INTERNAL REVIEW PURPOSES, OR DISCLOSED TO OTHERS, WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF DN TANKS.

CONCRETE WATER STORAGE TANK
CONSTRUCTION SITE LAYOUT - SECTION

DRAWN BY:	DATE:	SCALE:	DWG#	REV:
RD	5/13/21	NTS	EX-2	
CHECKED:	FILE:			

SITE LOCATION: Prescott, AZ (Chino VLY) SHEET 2 OF 2





MATCHLINE C-103

PLAN

SCALE: 1"=30'

SITE FEATURES POINT TABLE - NORTH				
POINT #	NORTHING	EASTING	FG ELEV	DESCRIPTION
202	625295.47	606983.57	5111.00	RET BASIN CENTER PT
203	625295.47	606909.86	5111.00	RET BASIN CENTER PT
205	625507.29	607056.55	5110.80	RET BASIN CENTER PT
206	625550.29	607096.55	5110.80	RET BASIN CENTER PT
209	625494.93	607200.60	5114.34	PERIMETER WALL EXT
210	625494.93	607214.43	5114.33	PERIMETER WALL EXT
211	625549.95	607269.45	5114.26	PERIMETER WALL EXT
212	625566.93	607272.87	5114.25	PERIMETER WALL EXT
213	625566.93	607050.38	5113.25	PERIMETER WALL EXT
220	625312.92	607183.36	5115.75	PERIMETER WALL EXT

SITE FEATURES POINT TABLE - NORTH				
POINT #	NORTHING	EASTING	FG ELEV	DESCRIPTION
232	625399.80	607222.26	5114.62	VALLEY GUTTER
233	625356.08	607222.26	5114.95	VALLEY GUTTER
234	625314.86	607179.69	5115.41	VALLEY GUTTER
257	625611.38	607281.82	5107.63	MILLING LIMITS
258	625613.06	607308.04	5105.67	MILLING LIMITS
259	625585.72	607276.65	5114.17	MILLING LIMITS
260	625580.71	607301.52	5113.92	MILLING LIMITS
261	625514.55	607288.19	5114.07	MILLING LIMITS
262	625323.83	607288.19	5114.96	MILLING LIMITS/EOC
263	625323.83	607255.05	5115.37	MILLING LIMITS/EOC

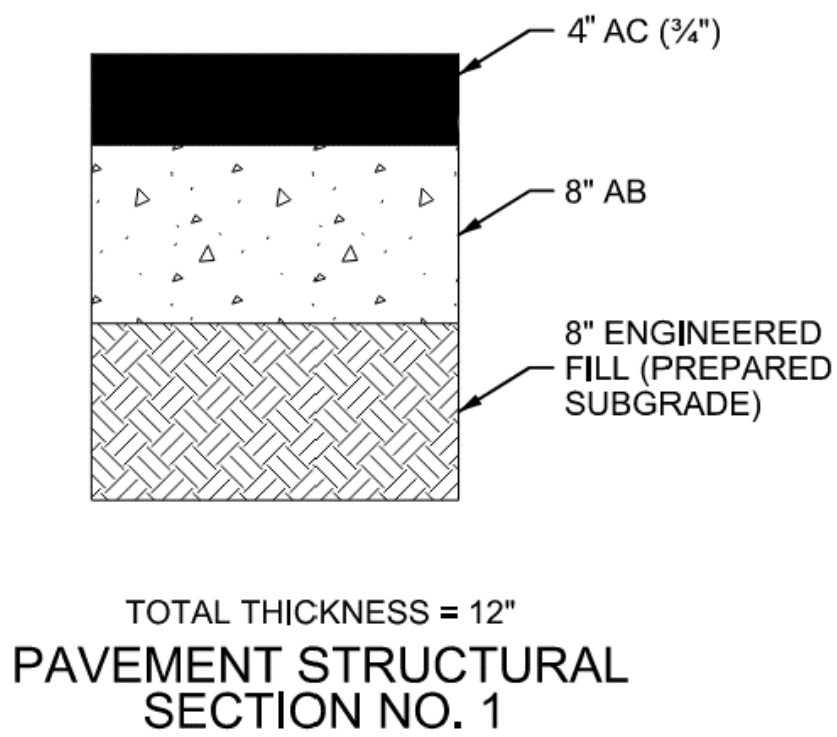
SITE FEATURES POINT TABLE - NORTH				
POINT #	NORTHING	EASTING	FG ELEV	DESCRIPTION
221	625312.92	607198.47	5115.44	PERIMETER WALL EXT
222	625358.31	607243.86	5115.25	PERIMETER WALL EXT
223	625445.20	607243.86	5114.92	PERIMETER WALL EXT
224	625465.60	607223.47	5115.00	PERIMETER WALL EXT
225	625465.60	607200.60	5114.34	PERIMETER WALL EXT
227	625553.18	607239.62	5113.73	SWALE
228	625544.93	607185.35	5113.40	SWALE
229	625544.93	607106.05	5112.92	SWALE
230	625493.43	607186.93	5113.75	VALLEY GUTTER
231	625435.13	607186.93	5114.23	VALLEY GUTTER

PAVING POINT TABLE - NORTH				
POINT #	NORTHING	EASTING	FG ELEV	DESCRIPTION
101	625494.93	607198.55	5114.34	GU PI
102	625494.93	607034.16	5113.85	GU PC
103	625459.93	606999.16	5113.85	GU PC

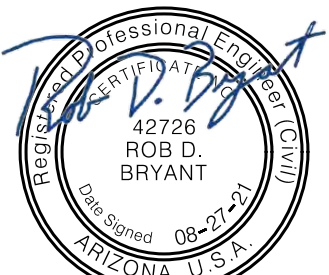
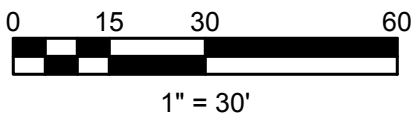
STRUCTURES POINT TABLE - NORTH				
POINT #	NORTHING	EASTING	FG ELEV	DESCRIPTION
303	625332.47	607050.26	5115.50	INTERMEDIATE PUMP STATION
304	625412.47	607050.26	5115.50	INTERMEDIATE PUMP STATION
305	625439.41	607211.24	5113.24	PRV STATION
306	625439.41	607236.86	5113.30	PRV STATION
307	625420.56	606994.16	5115.33	HYDROPNEUMATIC TANK BLDG
308	625405.40	606994.16	5115.33	HYDROPNEUMATIC TANK BLDG
309	625364.30	606998.63	5115.20	GENERATOR SIDEWALK
310	625343.81	606998.57	5115.20	GENERATOR SIDEWALK
311	625332.89	606994.16	5115.00	SURGE TANK BLDG
312	625317.72	606994.16	5115.00	SURGE TANK BLDG
317	625414.98	606998.66	5115.47	ENTRANCE PAD
318	625410.98	606998.66	5115.49	ENTRANCE PAD
319	625327.31	606998.65	5115.17	ENTRANCE PAD
320	625323.31	606998.65	5115.15	ENTRANCE PAD

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	54.98	35.00	90°00'00"

- KEY NOTES**
- 4' WIDE 1-1/2" LEACH ROCK WITH 1/8" METAL LANDSCAPE EDGING BETWEEN ROCK AND PAVEMENT OR GRADE AND WEED BARRIER.
 - 5' WIDE CONCRETE SWALE (TYP OF 2) PER MAG STD DET 550. PROVIDE SIKAFLEX SEAL BETWEEN CONCRETE SWALE AND TANK.
 - 8" DRAIN WITH BEEHIVE GRATE (TYP OF 2).
 - 4' SIDEWALK PER QUAD CITY STD DET 230Q.
 - PAVEMENT PER PAVEMENT STRUCTURAL SECTION NO. 1. THICKENED EDGE OF PAVEMENT ON ALL OUTSIDE EXPOSED EDGE OF PAVEMENT PER QUAD CITY STD DET 201Q.
 - MILLINGS PER 2500A.
 - GAURD POST PER 2600.
 - VALVE BOX PER QUAD CITY STD DET 391Q.
 - FIRE HYDRANT PER QUAD CITY STD DET 360Q. WITH FIRE HYDRANT PROTECTION POLES PER CITY OF PRESCOTT STANDARD DETAIL 364P.
 - VALLEY GUTTER PER QUAD CITY STD DET 240Q-1.
 - 8" CONCRETE PAVEMENT PER 3202.
 - GRAVEL PER 2504 WITH WEED FABRIC.
 - RIP RAP D50.



TOTAL THICKNESS = 12"
PAVEMENT STRUCTURAL
SECTION NO. 1



CMAR Water Production & Intermediate Pump Station Project
GMP#4 - IPS Prestressed Concrete Water Tanks & General Earthwork
Design Phase Services - GMP
Subcontractor/Supplier Quote Summary

SCOPE: Ranchers Temp. BW Fence

				1			2		
				Prescott Fence					
No.	SCOPE	BID T/O QTY	BID UM	SUB UNIT PRICE	ADJUSTED TOTAL	ADJUSTED W/ SUB BOND	SUB UNIT PRICE	ADJUSTED TOTAL	ADJUSTED W/ SUB BOND
100	Ranchers Temp. BW Fence	2,500	LF	\$ 4.56	\$ 11,400.00	\$ 11,742.00		\$ -	\$ -
	*See attached proposals for specific inclusions/exclusions								
	Sub P&P Bond			\$ 342.00			\$ -		
				3.0%					
ADJUSTED TOTALS				BALANCED	\$ 11,400.00	\$ 11,742.00	BALANCED	\$ -	\$ -
*Recommend contract to Prescott Fence									



Date: October 21, 2021
To: Estimator
From: Dave Haggart
Subject: Deep Well Offsite Water Line Phase 2

Dear Madame/Sir

***Est. Take-off 2500 LF**

Item No.	Item Description	Unit	Quantity	Unit Price	Extended
1	ADOT Game Fence	L. Ft.	2949	\$4.56	\$13.477.44
	Base Total				\$13.477.44

Does not include clearing and grubbing of fence line.

P&P Bond 3% per sub

All line items not listed are not included in the bid.

Davis-Bacon Wages were included

All of the above include materials, installation and 2 year warranty. Permits, Sales Tax, Bonding and Surveying are not included.

Thank you for the opportunity to bid your project.

Dave Haggart
Prescott Fence Company

Division 13 – Special Construction

Pre-Stressed Concrete Water Tanks (2ea - 6MG Tanks)

DIVISION 13																				
<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Manhours</u>	<u>Total Bid Unit Price</u>	<u>Labor</u>	<u>Labor Total</u>	<u>Equipment</u>	<u>Equipment Total</u>	<u>Materials</u>	<u>Materials Total</u>	<u>Subs</u>	<u>Subs Total</u>	<u>Trucking</u>	<u>Trucking Total</u>	<u>Aggs & Concrete</u>	<u>Aggs & Concrete Total</u>	<u>GC,Incid,SmTls Job</u>	<u>GC,Incid,SmTls Job Total</u>	<u>Total Bid Price</u>
4000	Tanks Prestressed Concrete (2ea -6MG tanks)	1.00	LS	-	\$ 6,979,199.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,979,199.44	\$ 6,979,199.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,979,199.44

CMAR Water Production & Intermediate Pump Station Project
GMP#4 - IPS Prestressed Concrete Water Tanks & General Earthwork
Design Phase Services - GMP
Subcontractor/Supplier Quote Summary

SCOPE: Pre-Stressed Concrete Tanks

SCOPE: Pre-Stressed Concrete Tanks				1			2		
				PreLoad			DN Tanks (pre-award per COP June '21)		
No.	SCOPE	BID T/O QTY	BID UM	SUB UNIT PRICE	ADJUSTED TOTAL	ADJUSTED W/ SUB BOND	SUB UNIT PRICE	ADJUSTED TOTAL	ADJUSTED W/ SUB BOND
4000	Pre-Stressed Concrete Tanks (2ea)	1	LS	\$ 7,472,000.00	\$ 7,472,000.00	\$ 7,516,832.00	\$ 6,937,574.00	\$ 6,937,574.00	\$ 6,979,199.44
	*See attached proposals for specific inclusions/exclusions								
	Sub P&P Bond			\$ 44,832.00 0.6%	\$ -		\$ 41,625.44 0.6%	\$ -	
ADJUSTED TOTALS				BALANCED	\$ 7,472,000.00	\$ 7,516,832.00	BALANCED	\$ 6,937,574.00	\$ 6,979,199.44
				*Recommend contract to DN Tanks					

May 21, 2021

City of Prescott
Attn: Jeff Low, Capital Projects Manager
433 N. Virginia St.
P.O. Box 2059
Prescott, AZ 86302

RE: City of Prescott – CMAR Water Production And Intermediate Pump Stations Project
SUBJECT: Construction GMP #4 - Pre-stressed Tanks & Early Pre-purchase Materials

Dear Mr. Low,

At the City's request FE/FC Joint Venture put together and sent out an early RFP to construct two 6.0 Million Gallon AWWA D110 Type III Prestressed Water Storage Tanks. The two recommended pre-qualified Prestressed Concrete Water Tank Sub-contractors, DN Tanks and Preload, both responded with proposals.

The purpose of getting the Pre-stressed Concrete Water Tank RFP out at 90% design is to provide an early award notice and commitment from the City to allow the team to work with the selected tank sub-contractor using their specific tank design during the final 10% of the design process as we approach 100% final plans for final phase of the Intermediate Pump Stations Project.

Attached are the two pre-qualification forms, referenced wage decisions, bid questions with corresponding responses, and both bidder's complete proposals for your review and consideration. FE/FC Joint Venture has completed a scope comparison spreadsheet to support your evaluation. As you will see, both of the sub-contractors provided very similar scopes in their proposals with only minor differences due to their own designs.

Based upon our independent review of the two proposals, FE/FC Joint Venture would recommend award to **D&N Tanks** based on price and qualifications. Ultimately the decision remains up to the City and their designer on the final subcontractor section and their product, and we await clarification on how you would like us to secure an official award with the selected subcontractor as we await the 100% design needed for bidding long-lead materials, pipe, valves fittings, etc under Construction GMP #4 - Pre-stressed Tanks & Early Pre-Purchase Materials. The pricing provided only includes the tank sub-contractor work and does not account for all other support work or services needed for the tanks.

Please feel free to contact either Jason Fann or myself with any questions.

Kind Regards,



Mike Young
CMAR Project Director



Generations Strong

P.O. Box 696, El Cajon, CA 92022 | 619.440.8181 | Fax 619.440.8653

October 22, 2021

Mike Young
Fann Environmental
6708 Corsair Ave STE A
Prescott, AZ 86301

Project Name: City of Prescott, AZ – Intermediate Pump Station Project
Location: Prescott, AZ – Chino Valley
Owner: City of Prescott, Arizona
Engineer: Brown & Caldwell / Water Works Engineering
Bid Date: September 23, 2021

Ladies and Gentlemen:

We are pleased to confirm our pricing for the above-mentioned project as follows:

Base Bid: Two (2) 6.0MG AWWA-D110 Type III Water Storage Tanks	\$6,885,000.00
CREDIT: Accepted Value Engineering Changes	(\$30,800.00)
ADDER: Tank Piping Price Increase	\$71,324.00
ADDER: Tank Disinfection	\$12,050.00
Bond (if required):	Add 0.6%
Final Bid: Two (2) 6.0MG AWWA-D110 Type III Water Storage Tanks	\$6,937,574.00

A breakdown of the accepted value engineering changes and their associated savings have been included with this quotation. Also attached are the original and updated piping quotes to substantiate the added cost. All work and conditions as referenced in our Proposal dated May 17th, 2021, remains applicable.

If you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

Michael Gonzalez

Michael Gonzalez
Project Manager



Summary of Accepted Value Engineering Items and Associated Cost Savings			
Value Engineering Item	QTY	UNIT PRICE	TOTAL PRICE
Reduce freeboard height by 1'-3"	1	\$ 12,950.00	\$ 12,950.00
Raise backfill elevation on low side of tanks	1	\$ 7,650.00	\$ 7,650.00
Switch from Bilco to USF type dome hatches	1	\$ 6,400.00	\$ 6,400.00
Removal of mid-platform from exterior stairway	1	\$ 3,800.00	\$ 3,800.00
Credit Grand Total			\$ 30,800.00

Additional Details:

- Reduced Freeboard
 - o This change has decreased the overall height of the tank walls. The credit reflects the reduced cost of wall construction and prestressing operations.
- Raised Backfill
 - o This change has allowed us to eliminate the lean concrete footing extension required by the original backfill elevation. The credit includes the cost of placing the additional concrete beneath the tank wall footing.
- USF Hatches
 - o This credit includes the difference in material cost between the Bilco hatches versus the accepted USF hatches to be installed on the dome of each tank.
- Stair Mid-Platform
 - o This credit includes the material cost of the mid-platform for the exterior stairway that will no longer be required.

Summary of Increased Pricing on Piping Materials			
Quotation	QTY	UNIT PRICE	TOTAL PRICE
Quote dated 5-7-21 from Cohen Pipe	2	\$ 159,486.00	\$ 318,972.00
Quote dated 8-30-21 from Cohen Pipe	2	\$ 195,148.00	\$ 390,296.00
Added Cost Grand Total			\$ 71,324.00

Additional Details:

- Due to the current state of the market, caused by nation-wide labor and material shortages, the pricing and availability of domestic piping materials have increased significantly over the past few months.
- Attached are the quotations received from our pipe supplier, Cohen Pipe, both prior to our bid in May of 2021 and just recently, in August of 2021.
- DN Tanks is requesting additional compensation for these increased costs that were caused by factors outside of our control.

Pre-Bid Cohen Pipe Quotation
Dated May 7th, 2021

Gonzalez, Michael

From: Gonzalez, Michael
Sent: Thursday, September 23, 2021 9:27 AM
To: Gonzalez, Michael
Subject: FW: Prescott
Attachments: Prescott AZ Tank.xlsx.xls

From: Tyler Young <tyoung@cohenpipe.com>
Sent: Friday, May 7, 2021 3:40 PM
To: Leslie Cohen <leslie@cohenpipe.com>
Cc: Lee, Jeff <jeff.lee@dntanks.com>
Subject: RE: Prescott

This message originated from outside DN Tanks

Jeff see attached.

Thank you.

Tyler Young
Cohen Industrial Supply Co.
11943 FM 529
Houston, TX 77041
Cell: 281-781-3565
Office: 713-467-3300
www.cohenpipe.com



From: Leslie Cohen <leslie@cohenpipe.com>
Sent: Friday, May 7, 2021 2:26 PM
To: Tyler Young <tyoung@cohenpipe.com>
Cc: jeff.lee@dntanks.com
Subject: Prescott

Please price this AIS and get to Jeff in the hour please

I filled in quite a but of the lower part

thanks

PLEASE NOTE OUR NEW ADDRESS

Leslie Cohen
Cohen Industrial Supply Co.
11943 FM 529
Houston, TX 77041
Office: (713) 467-3300
leslie@cohenpipe.com



Your trusted, go-to source
For process piping, fabrication and solutions

Line	Qty	Size	x	Size	Description	Lining	Unit	Total
2					PRESCOTT AZ TANK			
3					AIS COMPLAINT			
4								
5								
6	3	36	x	7	PE x PE DI Pipe		\$ 2,925.45	\$ 8,776.35
7	3	36			MJ 90 Ell		\$ 9,614.35	\$ 28,843.05
8	6	36			MJ Packs		\$ 542.40	\$ 3,254.40
9							\$ -	\$ -
10	80	36			Cl 51 PO DI Pipe CL		\$ 260.00	\$ 20,800.00
11	1	36			Polwrap		\$ 250.00	\$ 250.00
12							\$ -	\$ -
13	1				Anit Vortec Cover		\$ 1,650.00	\$ 1,650.00
14							\$ -	\$ -
15					Drain		\$ -	\$ -
16	90	8			CL 50 PO DI Ppe CL		\$ 25.00	\$ 2,250.00
17	1	8			Polywrap		\$ 500.00	\$ 500.00
18	1	8			MJ 90 Ell		\$ 190.40	\$ 190.40
19	2	8			MJ Pack		\$ 17.28	\$ 34.56
20							\$ -	\$ -
21					Overflow		\$ -	\$ -
22	1	24	x	2	PE x PE DI Pipe		\$ 461.70	\$ 461.70
23	2	24			MJ 90 Ell		\$ 2,867.90	\$ 5,735.80
24	1	24		x	FTS x PE DI Pipe w/wr		\$ 2,304.90	\$ 2,304.90
25	2	24			MJ Packs		\$ 105.60	\$ 211.20
26	1	24	x	15	Flg x Flg DI Ppe		\$ 5,811.30	\$ 5,811.30
27	1	24			Flg 90 Ell		\$ 9,150.25	\$ 9,150.25
28	1	24			Flg x Flg DI Ppe		\$ -	\$ -
29	1	24			DI Plate Flg		\$ 850.00	\$ 850.00
30	1	24			SS Screen		\$ 100.00	\$ 100.00
31	7	24			304 SS BNG Set		\$ 975.00	\$ 6,825.00
32							\$ -	\$ -
33					Steel Items		\$ -	\$ -
34	25	36			Std Blk Steel Pipe PE		\$ 235.00	\$ 5,875.00
35	2	36			Saddle Cut and Weld		\$ 2,160.00	\$ 4,320.00
36	6	36			Class D Plate Flg		\$ 795.00	\$ 4,770.00
37	8	36			Weld		\$ 864.00	\$ 6,912.00
38	2	36			Std 45 Weld Ell		\$ 951.41	\$ 1,902.82
39	6	36			304 SS BNG Set		\$ 1,550.00	\$ 9,300.00
40	1				Paint ID/OD		\$ 5,800.00	\$ 5,800.00
41	1				Freight		\$ 3,500.00	\$ 3,500.00
42	1				Drawing and Engineer		\$ 750.00	\$ 750.00
43							\$ -	\$ -
44	2				SS Weir Cone - NOT USED		\$ -	\$ -
45	6	6			Flg x PE Dome Sleeve - NOT USED		\$ -	\$ -
46	6	24			SS Offset Brackets		\$ 380.00	\$ 2,280.00
47	2	24			SS Offset Brackets		\$ 380.00	\$ 760.00
48	2	36	x	2	Flg x PE DI Pipe w/wr		\$ 6,108.75	\$ 12,217.50
49	2	36			304 SS BNG Set		\$ 1,550.00	\$ 3,100.00
50								
51								
52							TOTAL	\$ 159,486.00

Current Cohen Pipe Quotation
Dated August 30th, 2021

Gonzalez, Michael

From: Gonzalez, Michael
Sent: Thursday, September 23, 2021 9:26 AM
To: Gonzalez, Michael
Subject: FW:2021-047 Prescott AZ - Pipe AIS Req

From: Leslie Cohen <leslie@cohenpipe.com>
Sent: Monday, August 30, 2021 11:14 AM
To: Engel, Vanessa <Vanessa.Engel@dntanks.com>
Cc: Brad Smith <bsmith@cohenpipe.com>
Subject: RE: 2021-047 Prescott AZ - Pipe AIS Req

This message originated from outside DN Tanks

It was nice talking to you today. Thanks for the info.

As I said we can have this material in our yard by November so we can make a December delivery date. We will paint all of the material per your specification with the final paint coat and we will wrap the material so it does not get damaged during transportation and offloading.

If you have any other questions please let me know

Sheet 8.30	\$ 16,957
Sheet 8.20	41,277
Sheet 8.10	80,552
Sheet 8.00	9,652
Sheet 9.00	38,210
Freight	5,500
Painting and Wrap	\$ 3000

Total \$ 195,148

PLEASE NOTE OUR NEW ADDRESS

Leslie Cohen
Cohen Industrial Supply Co.
11943 FM 529
Houston, TX 77041
Office: (713) 467-3300
leslie@cohenpipe.com



Your trusted, go-to source
For process piping, fabrication and solutions

From: Engel, Vanessa <Vanessa.Engel@dntanks.com>
Sent: Friday, August 27, 2021 12:37 PM
To: Leslie Cohen <leslie@cohenpipe.com>
Subject: Fwd: 2021-047 Prescott AZ - Pipe AIS Req

Hi Leslie,

See below and updated drawings.

Thank you,

Vanessa Muna - Buyer
DN TANKS | Generations Strong
[351 Cypress Lane El Cajon, CA 92020](#)
Direct: [619.270.4549](tel:619.270.4549) | Cell: [619.599.6879](tel:619.599.6879)
Office: [619.440.8181](tel:619.440.8181) | Fax: [619.447.0099](tel:619.447.0099)
www.dntanks.com

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Request for Proposal

Water Production & IPS Project

Construction GMP #2 - Prestressed Potable Water Storage Tanks

Submitted to:
Mr. Mike Young
President
Fann Environmental, LLC
928-713-9265



Submitted by:

DN Tanks, Inc.
351 Cypress Lane, El Cajon, CA 92020

(619) 440-8181 | www.dntanks.com





May 17, 2021

Mr. Mike Young
President
Fann Environmental, LLC

Reference: Subcontractor RFP – CMAR City of Prescott Water Production & IPS Project
Prestressed Potable Water Storage Tanks – Construction GMP #2

DN Tanks is pleased to submit the following Proposal to the FANN JV (FANN) for the (2) 6.0 MG prestressed potable water storage tanks as part of the City of Prescott Water Production and Intermediate Pump Station project. DN Tanks has a long history of partnering with Owners, Engineers, and Contractors on similarly complex, time sensitive, concrete water storage tank projects. We have constructed over 3,300 prestressed concrete tank projects

**DN Tanks has designed and constructed
55 prestressed tanks in Arizona, and 3,300
Nationally!**

nationally, and over 55 projects in the State of Arizona. DN Tanks is strictly focused on the construction of the most reliable, efficient, and durable concrete storage tanks in the industry. We are strongly committed to the objectives of your project and will look to leverage our extensive experience and

expertise throughout the planning, design, construction, and commissioning of this landmark project for the City of Prescott.

We have developed the following information and cost proposal with the following key objectives in mind:

- Quality – DN Tanks prides itself in producing the highest quality tanks with the industries most experienced tank building team
- Schedule – We have a detailed understanding of the schedule requirements for the project including constructing in the winter months in Prescott. We will leverage our local experience: No other tank builder can offer this type of proven experience in Prescott.
- Safety – DN Tanks is dedicated to ensuring a work environment for all employees that is free of any unsafe acts behaviors, work practices or conditions
- Cost – We reviewed the project documents in detail and feel we have an understanding of the cost to compete the project most efficiently and effectively. We would look to partner with key stakeholders as the documents are finalized to evaluate our proposed value engineering options.



**Shown Above: City of Prescott's Zone 27 Tank
DN Tanks Project Partner**

On behalf of our team, I would like to thank you for the opportunity to submit this Proposal. DN Tanks looks forward collaborating with you on this critical project for the City of Prescott.

Respectfully submitted,

Kevin Peacock, PE | Senior Regional Manager – West

Table of Contents

Transmittal Cover Letter

1.0 Proposal

- Scope of Work
- Construction Layout Drawings

2.0 Price Confirmation Letter

3.0 Detailed Project Schedule

4.0 Supportive Work Document

5.0 Value Engineering Options

6.0 Qualification Experience List

7.0 Project Management Approach and Team Structure

- Description of Team Structure and Benefits to Support Efficient Delivery
- Organization Chart
- Key Personnel Resumes

8.0 Alternative Delivery Experience

- Narrative on Partnering with Key Stakeholders
- Narrative on Effective Transition from Design to Construction
- Narrative on DN's Delivery Capacity & Supply Chain

9.0 Featured Projects

- Narrative on Technical Qualifications, Experience, and Competence

10.0 Safety Documentation

11.0 Comments to Proposed Subcontract (Rider)

12.0 FANN Subcontractor Qualification Questionnaire (Submitted 4/27/2021)



1.0 Proposal

- Scope of Work
- Construction Layout Drawings





CONSTRUCTION CONTRACT PROPOSAL

AWWA D110-13 Type III Tank/Reservoir

Date: 5/17/2021

Project Name: City of Prescott, AZ – Intermediate Pump Station Project
Location: Prescott, AZ – Chino Valley
Owner: City of Prescott, Arizona
Engineer: Brown & Caldwell / Water Works Engineering
Bid Date: May 17th, 2021

DN TANKS offers to do the following work, in accordance with the Owner's Drawings and Specifications prepared by Brown & Caldwell and Water Works Engineering, (hereinafter "Contract Documents"). DN TANKS' contract price is based on the conditions outlined hereunder. In arriving at DN TANKS' cost DN TANKS assumed an uninterrupted operation starting with the day Contractor requests DN TANKS to mobilize.

I. OUTLINE OF SERVICES FURNISHED BY DN TANKS:

- A. Design Calculations and Drawings:** Design calculations and drawings for the two 6.00 MG precast, prestressed concrete water storage tanks by a registered Professional Engineer in the State of Arizona, in accordance with AWWA D-110-13, Type III. The tank dimensions are 171-feet inside diameter (ID), 35-feet side water depth (SWD), and a finish floor elevation of 5119.50 at the tank wall.
- B. Labor, Materials, Supervision and Expenses:** Labor, materials, supervision and expenses for casting, installing, and prestressing of the above-referenced tank footings, floors, walls, and dome roof only, in accordance with AWWA D-110-13, Type III and referenced in the Contract Documents in Section 33 16 33 of the Project Specifications and shown on sheet(s) M-110B through M-115B of the Project Drawings. Provide a 6-inch thick cast-in-place reinforced concrete membrane floor, complete including sump and 6 mil poly vapor barrier. The floor is NOT designed to resist hydrostatic uplift. DN Tanks has a long history of providing water tight tanks without the use of Crystalline Waterproofing admixtures in the concrete mixes. DN Tanks has NOT included the Crystalline Waterproofing in their design.

NOTE: THE BELOW LISTED QUANTITIES ARE PER TANK

- C. Tank Appurtenances:** Appurtenances in the tank to be furnished and installed by DN TANKS:
- 1) One (1) 36-inch inlet line, and one (1) Tideflex Series WF-3 with Elastomer Check, one (1) Tideflex Series 35 Red Valve, and one (1) 316SS Stanchion to support the piping. DN Tanks shall provide the 36-inch diameter wall sleeve through wall and terminating at a plain end connection 2-feet past the wall. The Contractor shall furnish and install the flexible coupling and all remaining yard piping.
 - 2) One (1) 24-inch inlet line through the tank wall. DN Tanks shall provide all of the interior piping on the inside of the tank, including the pipe supports and 90 DEG



- elbow. DN Tanks shall provide a 24-inch diameter wall sleeve with a PE pipe stubbing outside of the tank wall 2-feet. The Contractor shall furnish and install the flexible coupling and all remaining yard piping.
- 3) One (1) 36-inch outlet line through the wall. DN Tanks shall provide all of the interior piping on the inside of the tank. DN Tanks shall provide a 36-inch diameter wall sleeve with a PE pipe stubbing outside of the tank wall 2-feet. The Contractor shall furnish and install the flexible coupling and all remaining yard piping.
 - 4) One (1) 36-inch Interconnection line through the wall. DN Tanks shall provide all of the interior piping on the inside of the tank. DN Tanks shall provide a 36-inch diameter wall sleeve with a PE pipe stubbing outside of the tank wall 2-feet. The Contractor shall furnish and install the flexible coupling and all remaining yard piping.
 - 5) One (1) 8-inch drain line through the floor including concrete encasement complete and terminating at a plain end connection 2-feet past the footing. The Contractor shall furnish and install the remaining exterior piping and fittings, inside of the cleanout structure. DN Tanks shall also furnish and install the anti-vortex plate over the 8-inch drain line.
 - 6) One (1) 24-inch overflow line complete, including concrete encasement. DN Tanks will stub the 24-inch overflow line out of the tank wall at elevation 5139.00. DN Tanks shall then
 - 7) One (1) 4-foot x 8-foot 304 SS roof hatches with grating
 - 8) Three (3) 3-foot x 6-inch square 304 SS roof hatches with grating
 - 9) One (1) stainless steel roof vent powder coated to match tank Natina finish color.
 - 10) One (1) fiberglass interior ladder with approved fall prevention device
 - 11) One (1) Aluminum Exterior Staircase. The Staircase shall be supported by the tank wall, and shall have at least one landing platform at the midway point. The contractor shall be responsible for providing any concrete base at the bottom of the staircase.
 - 12) All required aluminum roof handrail located around the hatch areas
 - 13) One (1) 36-inch diameter 304 stainless steel manway
 - 14) One (1) 6-inch 304SS Dome sleeve
 - 15) One (1) Tank Level Sensor
 - 16) Shotcrete padding required for tank electrical conduits. The padding shall be placed at a minimum every 5-feet vertically on the tank wall.
 - 17) Seven (7) – Dome Tie Off Anchors (D-Rings) located at the tank vent, and two at each hatch.
 - 18) All required non-slip roof coatings, located at the tank roof perimeter and extending up to the various roof hatches.

D. Concrete and Shotcrete Testing:

All concrete and shotcrete testing (only) under DN TANKS' scope of work shall be by an independent testing laboratory paid for by DN TANKS

E. Exterior Decorative Coating:

DN TANKS shall furnish and install a "Natina" finish, by the Natina Reactive Color Treatment company. The finish shall be placed directly onto bare concrete / shotcrete. The finished color shall be selected by the owner before application.



II. **WORK TO BE PERFORMED BY THE CONTRACTOR:**

- A. **Layout and Survey:** All layout and survey work required to locate the center of the tank, tank piping locations, elevations, base control lines and grades as required for the tank's construction, and benchmark of elevation, center point and north reference point for the tank construction staking. Also verify and match existing tank dimensions and elevations, as required.
- B. **Erosion Control Measures:** Installing, maintaining, and removal of the erosion control measures. The Contractor shall prepare and administer the storm water pollution prevention measures as required by the project specification.
- C. **Tank Excavation:** Clearing, grubbing, stripping, and excavation (including rock) required to create the reservoir site as shown on the Contract Documents and attached Sketches EX-1 and EX-2 (DN TANKS' tank construction layout and section views). Excavation should extend a minimum of 3-feet from the underside of the tank floor slabs (approximate elevation 5118.00) to a uniform subgrade (elevation of 5115.00). The subgrade excavation shall be carried out horizontally to a cut diameter of approximately 185-feet 0-inches (5-feet 0-inches and beyond the footing) then sloped upward to existing grade in accordance with OSHA requirements. Note the subgrade requires additional grading for the varying contours at the thickened wall brace areas as shown on drawing EX-2. The subgrade shall be scarified, moisture conditioned, processed, tested and inspected as required by the Contract Documents and Geotechnical Report. The Contractor and Engineer will perform the visual subgrade inspection beneath the tank and direct if the subgrade conditions are suitable. **DN TANKS shall not be held responsible for subgrade inspection or handling of unsuitable soils, if encountered.**

Additional excavation is required beyond the tank foundations for a 15-foot wide all-weather level wire winding track around the perimeter of the tank, with a finish grade of approximately 5119.00 (6-inches below the finish floor elevation of 5119.50). The all-weather, level track shall be stable and sloped away from the tank for drainage. Additional work will be required to complete the track after the tank floor is poured and the forms are stripped. Perform the excavation and preparation of the precast areas, crane positions, and work road/area as shown on the attached sketches EX-1 and EX-2. Provide all weather access roads and access ramps to the tank for access by concrete trucks, crane and other heavy construction equipment.

All work shall comply with all OSHA Safety Requirements and all OSHA Excavation Requirements per 29 CFR 1926. The Contractor shall be responsible for maintaining, protecting and repairing the integrity of the slopes for the duration of the project. All work shall be in accordance and comply with all Local, State, and Federal Regulations.

If required, a dewatering system shall be furnished, installed, inspected, maintained, and continuously operated by the Contractor for the duration of the tank's construction



to provide a dry and stable working area. The site shall be graded and top of slopes bermed to divert storm water around the tank excavation.

D. Preparation of Winding Track, Access Ramp, Work Areas and Crane Areas:

Furnish, install, compact, grade and maintain (through the duration of tank construction) suitable granular all-weather access for heavy equipment to the job site and adequate working and storage areas for our materials and equipment. It is essential that the roadways, track and work road/areas shall be stable and passable at all times under all weather conditions. The track, crane positions, ramp, and work road areas shall consist of a minimum 6-inch layer of granular all-weather road base material over geotextile filter fabric Mirafi 500X or equal as shown on the EX-drawings. Additional grading will be required to complete the winding track after the tank floor is poured and the forms are stripped. All work shall be in accordance and comply with all local, state, and Federal regulations. The precasting areas shall only have the native soil rolled to a hard level surface.

E. Preparation of the Tank Underslab Piping Pits: The Contractor shall provide all required excavation beneath the tank for the excavations with DN TANKS. The piping pits shall be excavated with 1H:1V slopes on three sides with a $\pm$ 6-inches tolerance. The pipe pits beneath the floor shall be in accordance with DN TANKS' approved shop drawings. Over excavation resulting in increased quantity of concrete shall be the Contractor's responsibility.

F. Lean Concrete Footing Extension: The Contractor shall be responsible for furnishing and installing a lean concrete footing extension beneath the tank slab generally located at the overflow catch basin area. The footing extension shall extend vertically down to a minimum, the same elevation as that of the valve vault. The width of the footing extension shall be at a minimum the width of the valve vault. The footing extension shall be sloped back up to the underside of the tank at a 1H:1V ratio. The outside face of the footing extension must be formed. The concrete mixture shall be a lean concrete, typically 2000 psi.

G. Compacted Select Fill: Furnish, install, and compact all approved imported select fill in accordance with the Geotechnical Report and the Contract Documents from the approved subgrade to the underside of the granular leveling base material as required. Furnish and install geotextile filter fabric Mirafi 1100N or equal on the approved subgrade.

Per the Geotechnical Report: Aggregate base course shall be used to raise the ground surface within the tanks sites to finished pad elevations, placed and compacted in accordance with the recommendations herein. Compacted ABC shall extend at least 5-feet out-side of the tank foot prints. Native soils shall not be used for fill below the tank structures.

H. Crushed Stone Leveling Base material: Furnish, install, compact and fine grade (0 to $-\frac{1}{2}$ ") all necessary imported leveling base material. This item includes providing a minimum 6-inch layer of leveling base material under the tank floor, footing, thickened wall brace areas and pipe pits beneath the floor (refer to EX drawings). A non-woven



geotextile fabric Mirafi 1100N or equal shall be placed between the structural fill and leveling base material. The leveling base material shall consist of a well-graded crushed stone and shall meet the specification indicated below. If crushed stone is used for the leveling base material, compaction performance criteria shall be used to gauge the degree of compaction. Crushed stone shall be placed in layers not exceeding 9 inches and compacted with at least two passes in each direction with vibratory compaction equipment. Compaction shall be inspected and verification of compaction effort shall be documented by an approved testing laboratory. All work shall be in accordance with the Geotechnical Engineer's requirements. The surface elevation of the leveling base shall be fine graded to a tolerance of plus 0 inches to minus 1/2 inch over the entire foundation area. Fine grading tolerances for floor pipe encasements shall be plus 0 inches to minus 6 inches. The Geotechnical Engineer shall evaluate the tank subgrade prior to the placement of the leveling base material. The Contractor shall coordinate the excavation of the pipe pits with DN TANKS.

The crushed stone material shall consist of clean, hard, durable, crushed particles or fragments of stone or ledge rock of uniform quality reasonably free of thin or elongated pieces. The materials shall be free from ice, snow, rubbish, sods, roots and other deleterious or organic materials and shall conform to the following gradation requirements meeting ASTM C 33 stone size No. 67.

Sieve Size	Percent Passing By Weight
1 inch	100%
3/4 inch	90% - 100%
3/8 inch	20% - 55%
No. 4	0% - 10%
No. 8	0% - 5%

- I. **Soils Testing / Design Criteria:** The Contractor shall provide all soils testing including verification of suitable subgrade conditions by a Geotechnical Engineer. The Contractor shall provide all correspondence relating to soil testing and subgrade inspection beneath the tank confirming that the design criteria stated below has been achieved prior to DN TANKS' mobilization.

This proposal is based on the following minimum foundation design criteria requirements for the Wire-Wound, Prestressed Concrete Tank.

- Allowable Bearing Capacity: 3,500 psf
- Maximum Total Settlement: 1-inch or less
- Differential Settlement: 3/4-inch or less
- PVR: 1-inch or less
- Groundwater is assumed to be below the finish floor elevation. The tank has not been designed to resist hydrostatic uplift.



The Contractor shall be responsible for the excavation of unsuitable soils including additional structural fill, compaction, fine grading and verification suitable subgrade has been achieved by a Geotechnical Engineer.

NOTE: DN Tanks does not take responsibility of the global slope stability of the project site, nor the tank locations. A geotechnical engineer will need to confirm the slope stability of the site.

J. Site Access Road, Storage Areas, Traffic Control, and Parking: Contractor shall provide suitable all-weather access for heavy equipment to the job site and adequate working and storage areas for our materials and equipment. Such roads shall be suitable DN TANKS to drive its material trucks and 53' trailers up and down and positioned to allow access to the tank site. Contractor shall provide traffic control plans and flagmen if required for DN TANKS' material and equipment deliveries. Adequate parking spaces shall be provided for DN TANKS' construction personnel.

K. Yard Piping: Furnish and install all required yard piping to the limits shown on the contract drawings. The Contractor shall provide all required piping, fittings, valves, flexible couplings, appurtenances, all related structures, hydrostatic testing and connections to existing lines. If required, a perimeter underdrain system shall be included as specified in the Contract Documents.

DN TANKS will furnish and install all tank underslab and through wall piping as described in Section I, Paragraph C terminating with a plain end connection 2-feet past the tank footing.

L. Backfill and Restoration: Contractor shall furnish and install all required backfill. There shall not be any heavy equipment allowed next to the tank structure and all backfill within three (3) feet of the tank shall be hand-compacted. All backfill within 12-feet of the tank shall be performed utilizing lightweight equipment (15,600 lbs maximum). Contractor shall perform any paving, site work, and landscaping around the tank upon completion of DN TANKS' operations. This shall include furnishing and installing the concrete overflow catch basin.

M. Electrical and Instrumentation Work: The Contractor shall be responsible for all electrical and instrumentation work and will coordinate its electrical and instrumentation conduit and box fastening details, to the tank walls and dome, with DN TANKS. A maximum anchor depth of $\frac{3}{4}$ -inch is allowable on the tank.

N. Shotcrete and Concrete Debris: The Contractor shall be responsible for removing approximately 200 cubic yards of concrete rubble (for both tanks) from the on-site panel casting beds and shotcrete rebound. DN TANKS shall be responsible for cleanup and trash removal, to a location on site, resulting from our work.

III. GENERAL CONDITIONS:

A. Licenses and Permits: Contractor shall procure and pay for all building permits, licenses other than contractor's and business, and inspections required by any local, county, state, and/or Federal authority for any part of the work under this Agreement



and shall furnish any bonds or security of deposits required by such authority to permit performance of the work.

- B. Safety and Security Fencing:** Contractor shall furnish any safety fencing that may be required by DN TANKS, OSHA, and/or the Owner, around the excavated site. Contractor shall be responsible for site security, including security guards. Contractor shall be responsible for the security and well-being of DN TANKS's equipment, tools, and materials stored at the project site and shall reimburse DN TANKS all direct costs associated with damage or loss of equipment, tools, and materials as a result of vandalism or theft.
- C. Security Clearance Requirements:** Contractor shall provide and administer the security clearance requirements for DN TANKS' personnel and DN TANKS' subcontractors' personnel in accordance with project specifications.
- D. Temporary Facilities:** DN TANKS shall have the use of any or all of the Contractor's facilities at no cost (i.e., electricity, water, sanitary facilities, etc.).
- E. Shop Drawings:** Contractor shall furnish DN TANKS copies of shop drawings of any items to be cast in or around the floors, wall-footings, walls, and roof (before proceeding with the installation of such items) for DN TANKS to review and approve in order that DN TANKS may be assured that there will be no interferences with the operation of DN TANKS' machinery or forming.
- F. Tank Testing and Inspection Expenses:** The Contractor shall provide test water, fill, chlorinate and test the tank, including plugging of all openings, if required, pipe sleeves, piping, etc; transporting and/or pumping of water into the tank; disposal of leakage test water, if required, including all incidental costs related to the testing of the tank, if required. DN TANKS will observe the tank's leakage test after the tank is filled, if required. The Contractor shall provide any expenses or damages including the cost of inspection or field assistance by city employees, agencies, or inspectors arising from over time operations.
- G. Construction Water:** Potable construction water shall be provided by the Contractor at no cost to DN TANKS. Contractor shall maintain a minimum of 6-inches of water covering the concrete floor until the tanks are put into service. During tank construction, Contractor shall provide within 50' of the tank (at no charge to DN TANKS) potable water for the tank construction, curing, and testing. Water shall be furnished under sufficient volume and pressure. Within 3 days after completion of DN TANKS' construction operations, Contractor shall furnish (at no charge to DN TANKS), sufficient water to fill and test the two 6.0MG reservoirs. Contractor shall be responsible for filling the tank with water. Water shall be furnished under sufficient volume and pressure to fill the tank in a one week time period. If the water (i.e. chlorinated or non-chlorinated) needs to be dechlorinated and disposed of, such costs shall be paid by the Contractor. Any and all expenses, including any Owner's assessed liquidated damages, incurred by DN TANKS or Contractor resulting from more than one week's time to fill the tank shall be paid for by Contractor. Temporary piping and backflow preventer shall be provided, installed, and removed by Contractor if necessary to fill the tank.



- H. **Disinfection:** DN TANKS shall at the completion of its scope, deliver the tank interior in “broom clean” condition, free of all construction debris. Contractor shall perform reservoir disinfection concurrent with ancillary piping.

In addition, Contractor shall provide, install, and remove plugs for all pipe spools and pipes, if necessary, to allow the tank to be filled. Contractor shall be responsible for bacteriological testing upon completion of tank disinfection.

- I. **Winterization and Weather Conditions:** If the tank is to remain out of service through the winter months (December through April), the Contractor shall plug all opening and fill the tank with a minimum of four (4) feet of water to protect the tank foundation from freezing. No provisions are included in our price for winter work or extreme cold-weather protection.
- J. **Tank Schedule:** The Contractor agrees to provide the completed site work (tank floor base, track and work road/area complete). DN TANKS anticipates a Notice to Proceed being issued on or about October 1st, 2021. Our price is contingent upon DN TANKS being able to commence work no earlier than November 16th, 2021. It is anticipated that the construction of the two (2) 6.0MG tanks shall be accomplished in approximately 30 weeks based on a 5-day work week. This schedule is contingent on the casting areas and floor base being 100% prepared at the time of DN TANKS’ mobilization. DN TANKS’ schedule does not make any allowances for delays due to services General Contractor has not provided, bad weather, and/or other unforeseeable conditions.
- K. **Supervision:** If required by the Contract Documents, DN TANKS will provide supervision of the exposed subgrade, placement of structural fill, and installation of all tank underslab piping for an Additive cost of \$3,500 per week. The Contractor shall determine the number of weeks required for DN TANKS supervision based on the Contractor’s duration to perform this work and include this cost in the Contractor’s bid.
- L. **Wire Winding Process and Shotcrete Protection:** During the wire winding process the area near the tank shall not be occupied by construction personnel. During the shotcrete process the Contractor shall protect his work that may be subject to over spray damage.
- M. **Standby Time, Delays, Construction Time and Continuous Operation:** No other construction activities can be accomplished in the tank area without the approval of DN TANKS. DN TANKS realizes that some construction for other work at the tank area will be in progress, but our proposal requires that no work shall be accomplished in the tank area without DN TANKS’ approval.

In the event that the Contractor has not completed the services it is to provide under this Agreement by the date that DN TANKS has been requested to start work by Contractor or if the tank is filled in more than one week’s time, resulting in standby time for DN TANKS’ personnel, the cost for such standby time will be charged for each day that DN TANKS’ key personnel are required to wait. It is further agreed that DN TANKS shall be permitted to execute its work without delay or interruptions. If delayed, DN TANKS



reserves the right to seek reimbursement or compensation from the party causing the delay. DN TANKS will assist Contractor in formulating a construction schedule.

- N. **Liquidated Damages:** DN TANKS will not be liable for penalties or liquidated damages as a result of others' work and/or time delays.
- O. **M/D/WBE Participation:** DN TANKS is a specialty design-build company with singular responsibility of the design and construction of the tank and cannot offer any M/D/WBE participation, if required by the Contract Documents.
- P. **Value Engineering:** If any value engineering between the Contractor and the Owner is to take place DN TANKS will be fully compensated and receive the full value engineering payment made to the Contractor from the Owner for DN TANKS' portion of the work. This would include those portions outlined in this proposal (concrete floors, wall footings, walls, dome roof, seismic cables, prestressing, and shotcrete). Any other credits derived from the value engineering will go to the Contractor.
- Q. **Insurance:** DN TANKS will supply insurance certificates for the amounts and coverage as required by the contract documents, excluding Professional Liability Insurance, Builder's Risk Insurance and Owner's and Contractor's Protective Insurance. If the Contractor includes DN TANKS as an additional insured on the Contractor's insurance policy, all applicable deductibles shall be paid for by the Contractor. DN TANKS shall be named as additional named insured on the Contractor's "Builder's Risk" insurance policy to the Owner, a waiver of subrogation will be provided in favor of DN TANKS, coverage will be primary and non-contributory, and all applicable deductibles shall be paid for by Contractor, unless DN TANKS is reimbursed for acquiring its own policy.
- R. **Indemnification:** The Contractor agrees to indemnify and hold harmless DN TANKS against all claims, damages, bodily injury, and property damage arising out of the Contractor's work and caused by any act or omission of his agents and/or his employees and/or other contractors and/or subcontractors. DN TANKS will only agree to a Type III indemnity clause.
- S. **Disputes:** In the event that a dispute has to be settled by the Courts or through Arbitration, the losing party shall pay all attorney, court and arbitration expenses incurred by the prevailing party, within 10 calendar days from each date of settlement, or within 10 calendar days from date of each invoice. Payments shall not be withheld should the verdict be appealed.
- T. **Guarantee:** DN TANKS will guarantee the tanks(s) as required by the Contract Documents.
- U. **Equal Opportunity Employer:** DN TANKS is bidding this project as an equal opportunity contractor.
- V. **Complete Agreement:** This document contains all covenants, stipulations, and provisions agreed to by the parties. No agent or representative of either party has



authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

IV. PRICE AND PAYMENT CONDITIONS FOR MATERIALS FURNISHED AND WORK PERFORMED:

- A. Progress Payments:** Progress payments shall be made monthly and in accordance with DN TANKS' Progress Payment Schedule and reach DN TANKS by the tenth (10th) of the month for materials furnished and/or work completed in the previous month. Contractor shall withhold no greater than 5% retention and, if less, will not withhold retention any greater than the percentage withheld by the Owner on DN TANKS' portion of the work. Alternately, Contractor shall assist DN TANKS in establishing a "substitute security" account with the Owner as substitution for retention.
- B. Final Payment:** Final payment in full shall reach DN TANKS within thirty-five (35) days from the date that DN TANKS has physically completed its work under this Agreement. Contractor shall obtain the Owner's representative verbal or written approval of DN TANKS' work before DN TANKS leaves the site, in order to satisfy and insure itself that the work has been done to everyone's satisfaction. No final payment shall be delayed because of delays in water testing. Payment in full shall not relieve DN TANKS from correcting faulty materials and workmanship within the specified Guarantee Period, as listed in Section III above.
- C. Payment:** All payments made by Contractor pursuant to this contract shall be made to DN TANKS at 11 Teal Road, Wakefield, MA 01880 and to no other party, Contractor or supply house, unless specifically directed by DN TANKS in writing. All such payments shall be received by DN TANKS by the tenth (10th) day of the month immediately following the work period for which billing was made.
- D. Interest:** Overdue payments shall bear interest of 0.05% per calendar day (18.25% per annum) on all overdue amounts, in dispute or otherwise, until paid.
- E. Back Charges:** There shall be no back charge of any sort by either party unless and until an authorized representative of each party has agreed to in writing the reason for and the extent of such back charge prior to such services being rendered by or for one of the parties under this Agreement.
- F. Performance/Payment Bonds:** The performance and payment bond is not included. If Contractor desires DN TANKS to furnish a performance/payment bond the charge for such bonds shall be paid directly to DN TANKS' bonding agent by Contractor or may be paid directly to DN TANKS at the rate of 0.6% of DN TANKS' subcontract amount.
- G. Sales Tax:** Sales tax is excluded in our price.
- H. Wage Rates:** Our price is prevailing wage rates. Prevailing wages are based on Davis Bacon wages provided in the Specification.



Generations Strong

- I. **Changes in Scope:** Any additions, deletions, or changes to this proposal will subject our proposal price to change.
- V. **ACCEPTANCE:** Since it is imperative to DN TANKS that it is able to place its material orders (such as for prestressing material) before price escalations occur, this proposal is hereby offered for acceptance for a period of up to thirty (30) days after Contractor has received its Contract Award from the Owner. DN TANKS reserves the right, after this period, to amend its bid and to reflect any changing construction schedules and material and labor rate changes. The return to DN TANKS of an accepted, endorsed copy of this proposal, within the above referenced time period, will constitute a contract between DN TANKS and Contractor. DN TANKS reserves the right to void this proposal and any contract with the Contractor if the Contractor or any related party fails to make any payments as required by law on another contract with DN TANKS. This Proposal shall be made a part of any subcontract agreement or purchase order. In the event of a dispute or discrepancy between this proposal and Contractor's subcontract agreement/purchase order, this proposal shall govern. DN TANKS reserves the right to negotiate or reject any or all terms of any subcontract agreement or purchase order utilized by the Contractor.

Sincerely,

Kyle Koebbe

Kyle Koebbe Estimator

DN TANKS | Generations Strong

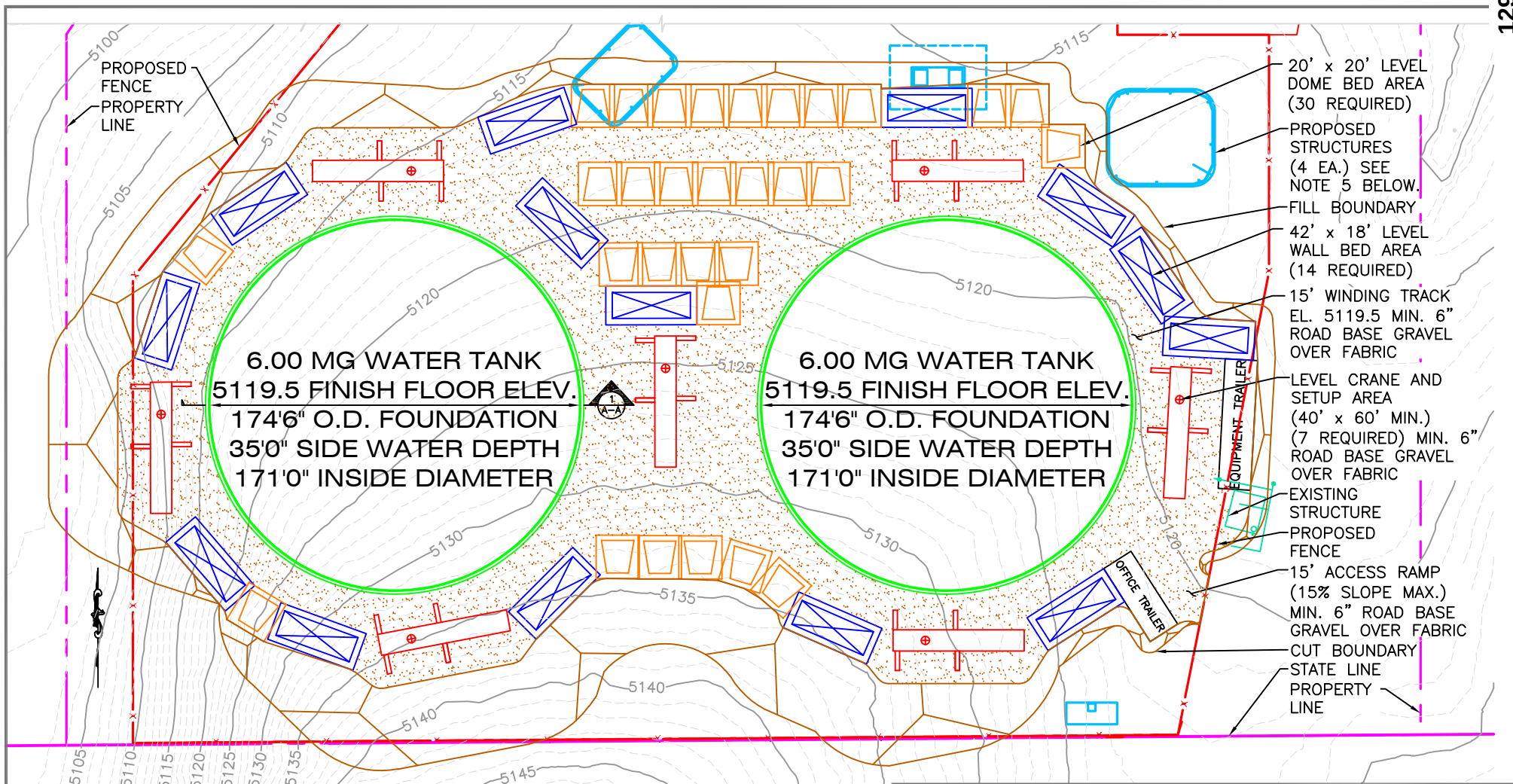
10505 Corporate Drive Suite 105B, Pleasant Prairie, WI 53158

Main Office 781.246.1133

Direct/Fax 847.786.5010 | Cell 847.946.2063

www.dntanks.com

Attachments: Drawings EX-1 & EX-2



NOTES:

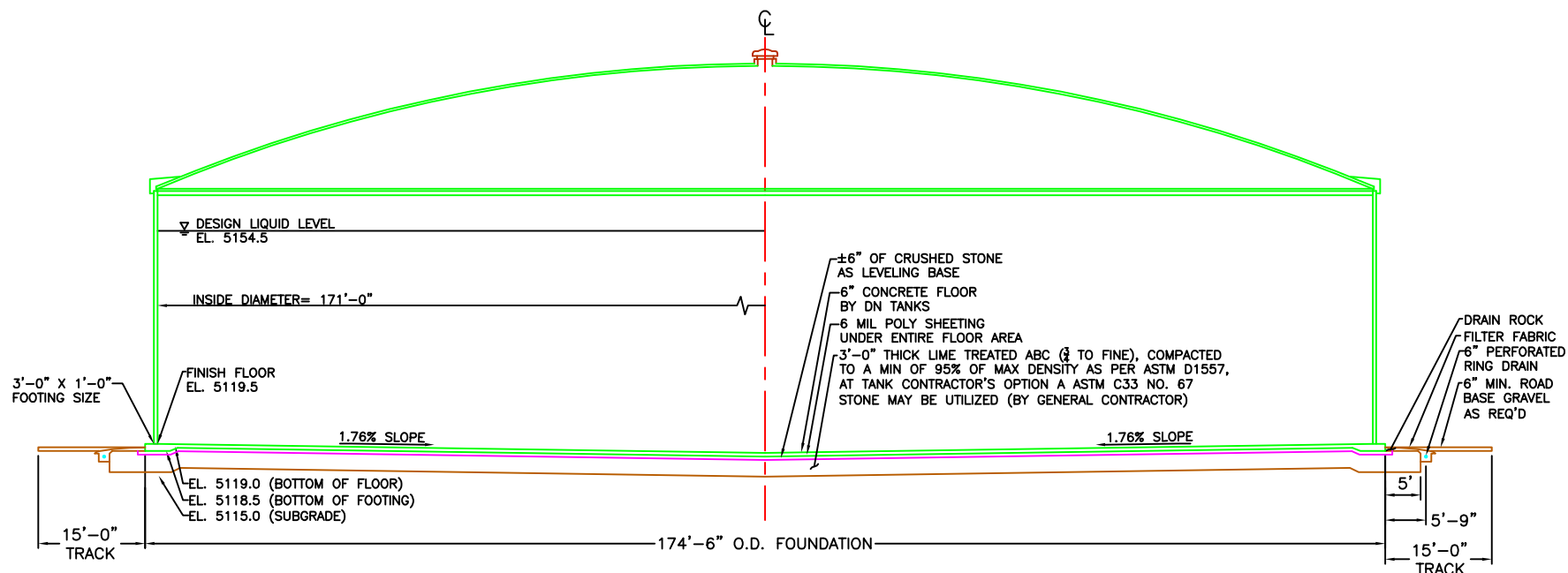
- PLEASE USE THESE EX-DRAWINGS IN CONJUNCTION WITH THE DETAILED DN TANKS SCOPE LETTER AND SUBCONTRACT.
- FINAL CASTING BED LOCATIONS TO BE DETERMINED BY THE DN TANKS FIELD SUPERINTENDENT.
- LEVEL AREAS MUST BE PROVIDED FOR CASTING BEDS, CRANE AREAS, AND EQUIPMENT AND OFFICE TRAILERS. ALSO PROVIDE ACCESS TO TRACK.
- BASED ON 300 TON CRANE WITH A 90 FT WORKING RADIUS ERECTING 185 FT WIDE & 9 IN THICK AT THE BOTTOM & 6 IN THICK AT THE TOP WALL PANELS.
- AT A MINIMUM, ALL WORK ROADS, ACCESS ROADS, RAMPS, CRANE AREAS, AND THE WINDING TRACK SHALL HAVE 6" OF ROAD BASE OVER GEOTEXTILE FILTER FABRIC, MIRAFI 500X OR EQUAL. REFER TO SCOPE LETTER FOR REQUIREMENTS.
- MIRAFI 1100N OR EQUAL, SHALL BE PLACED PRIOR TO INSTALLATION OF CRUSHED STONE LEVELING BASE MATERIAL UNDER THE TANK.
- DN TANKS WILL REQUIRE A 60 FT X 15 FT AND A 40 FT X 15 FT AREA TO BE PREPARED FOR OUR EQUIPMENT TRAILER AND OFFICE TRAILER. THIS AREA MUST BE LOCATED WITHIN 150 FT OF THE TANK. THIS AREA MUST BE CLEARED, GRUBBED, LEVELED, AND EASILY ACCESSIBLE.
- CONTRACTOR TO SEQUENCE CONSTRUCTION OF PROPOSED STRUCTURES SUCH THAT NO STRUCTURE IS BUILT ABOVE EL 5119.0 UNTIL THE COMPLETION OF PRESTRESSING, CONTRACTOR TO PROTECT IN PLACE ANY STRUCTURE BELOW EL 5119.0.

"THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DN TANKS, AND MAY NOT BE DUPLICATED, IN WHOLE OR IN PART, USED FOR OTHER THAN INTERNAL REVIEW PURPOSES, OR DISCLOSED TO OTHERS, WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF DN TANKS."



2 - 6.00 MG PRECAST, PRESTRESSED CONCRETE WATER STORAGE TANK CONSTRUCTION SITE LAYOUT - PLAN

DRAWN BY: RD	DATE: 5/13/21	SCALE: 1" = 70'-0"	DWG# EX-1	REV:
CHECKED: ***	FILE: M:\Southwest Region\Arizona\Prescott, AZ (Chino VLY) - 11145\Layouts & Sitework Estimates			
SITE LOCATION: Prescott, AZ (Chino VLY)				SHEET 1 OF 2



NOTES:

- PLEASE USE THESE EX-DRAWINGS IN CONJUNCTION WITH THE DETAILED DN TANKS SCOPE LETTER AND SUBCONTRACT.
- ALL TEMPORARY SLOPES ARE TO MEET OSHA REQUIREMENTS.
- FOUNDATION PREP SHALL BE ADJUSTED IN ACCORDANCE WITH THE FINAL GEOTECHNICAL REPORT.
- AT A MINIMUM, ALL WORK ROADS, ACCESS ROADS, RAMPS, CRANE AREAS, AND THE WINDING TRACK SHALL HAVE 6" OF ROAD BASE OVER GEOTEXTILE FILTER FABRIC, MIRAFI 500X OR EQUAL. REFER TO SCOPE LETTER FOR REQUIREMENTS.
- DN TANKS WILL REQUIRE A 60 FT X 15 FT AND A 40 FT X 15 FT AREA TO BE PREPARED FOR OUR EQUIPMENT TRAILER AND OFFICE TRAILER. THIS AREA MUST BE LOCATED WITHIN 150 FT OF THE TANK. THIS AREA MUST BE CLEARED, GRUBBED, LEVELED, AND EASILY ACCESSIBLE.

SECTION

1

A-A

"THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DN TANKS, AND MAY NOT BE DUPLICATED, IN WHOLE OR IN PART, USED FOR OTHER THAN INTERNAL REVIEW PURPOSES, OR DISCLOSED TO OTHERS, WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF DN TANKS."



6.00 MG PRECAST, PRESTRESSED CONCRETE WATER STORAGE TANK CONSTRUCTION SITE LAYOUT - SECTION

DRAWN BY: RD	DATE: 5/13/21	SCALE: NTS	DWG# EX-2	REV:
-----------------	------------------	---------------	--------------	------

CHECKED: ***	FILE: M:\Southwest Region\Arizona\Prescott, AZ (Chino VLY) - 11145\Layouts & Sitework Estimates
-----------------	--

SITE LOCATION: Prescott, AZ (Chino VLY)	SHEET 2 OF 2
--	--------------

2.0 Price Confirmation Letter





Generations Strong

10505 Corporate Drive Suite 105B, Pleasant Prairie, WI 53158 | 847.786.5010

May 17, 2021

Mike Young
Fann Environmental
6708 Corsair Ave STE A
Prescott, AZ 86301

Project Name: City of Prescott, AZ – Intermediate Pump Station Project
Location: Prescott, AZ – Chino Valley
Owner: City of Prescott, Arizona
Engineer: Brown & Caldwell / Water Works Engineering
Bid Date: May 17th, 2021

Ladies and Gentlemen:

We are pleased to confirm our pricing for the above-referenced project as follows:

SEE REV 9-23-21

Base Bid: Two (2) 6.0MG AWWA-D110 Type III Water Storage Tanks

~~\$6,885,000.00~~

ADD: Payment and Performance Bond (if required):

Add 0.60%

The above pricing is based on utilizing prevailing wage rates, excluding all applicable taxes. DN Tanks has a long-standing policy to provide our most aggressive price to contractors prior to the bid. Accordingly, no reduction in price will be provided after the bid, with the exception of agreed upon value engineering cost saving items. Please consider this in preparing your proposal.

All work and conditions as referenced in our Technical Proposal dated May 17th, 2021, remains applicable. DN Tanks acknowledges Addenda No. 1. DN Tanks price includes support for all preconstruction services to bring the design to completion.

If you have any questions or require any additional information, please contact me at your convenience.

Respectfully,

Kyle Koebbe

Kyle Koebbe Estimator

DN TANKS | Generations Strong

10505 Corporate Drive Suite 105B, Pleasant Prairie, WI 53158

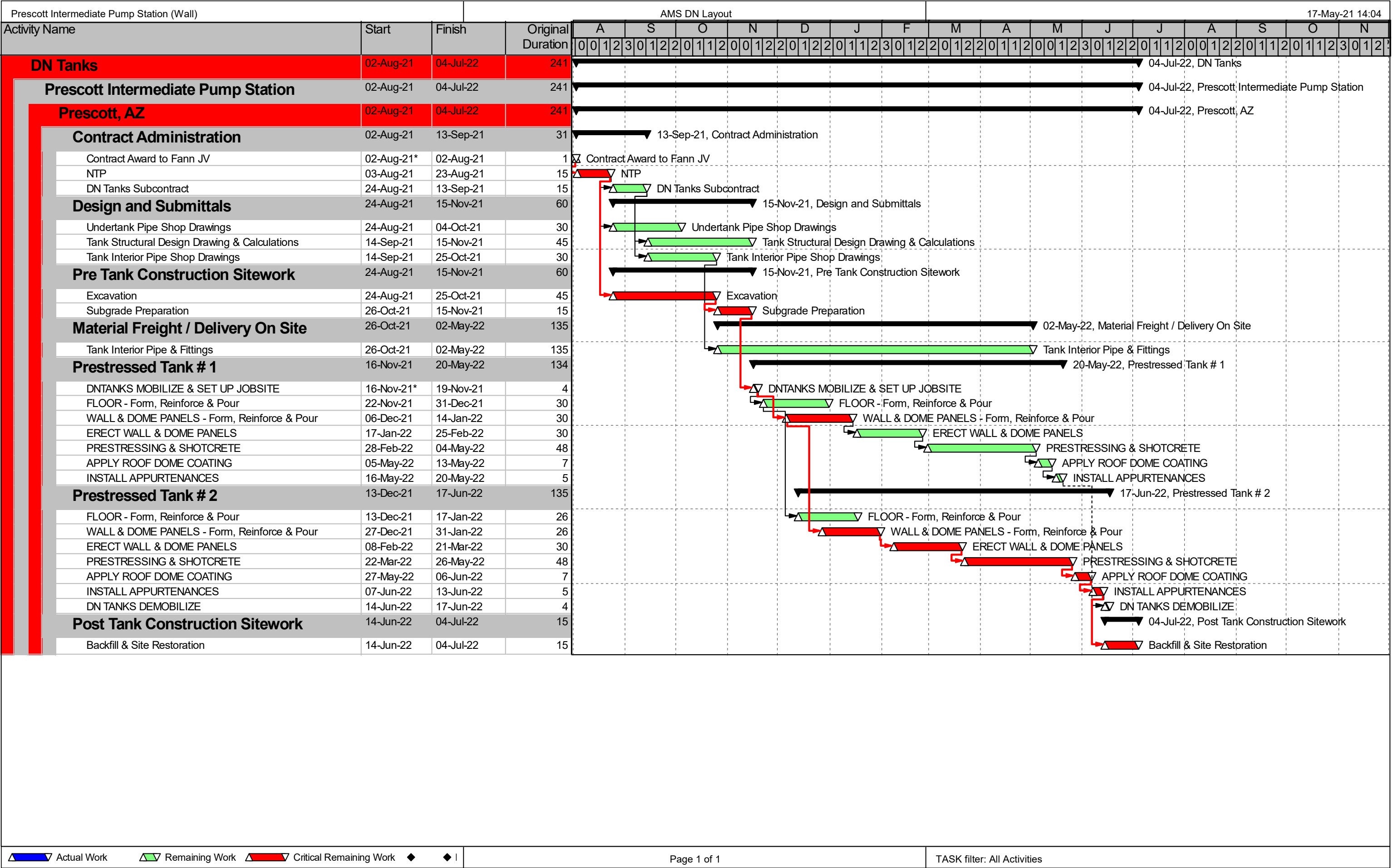
Main Office 781.246.1133

Direct/Fax 847.786.5010 | Cell 847.946.2063

www.dntanks.com

3.0 Detailed Project Schedule





4.0 Supportive Work Document





Prescott, Arizona – Intermediate Pump Station Project

SUPPORTIVE WORK TO BE PERFORMED BY FANN JV

All, below is a list of the items, excerpted from DN Tanks technical proposal, that will be completed by Fann JV in support of DN Tanks tank construction methodology. Please note, these items have been reviewed with Fann JV prior to submission of DN Tanks proposal, and all tasks have been agreed upon.

I. WORK TO BE PERFORMED BY THE CONTRACTOR:

- A. Layout and Survey:** All layout and survey work required to locate the center of the tank, tank piping locations, elevations, base control lines and grades as required for the tank's construction, and benchmark of elevation, center point and north reference point for the tank construction staking. Also verify and match existing tank dimensions and elevations, as required.
- B. Erosion Control Measures:** Installing, maintaining, and removal of the erosion control measures. The Contractor shall prepare and administer the storm water pollution prevention measures as required by the project specification.
- C. Tank Excavation:** Clearing, grubbing, stripping, and excavation (including rock) required to create the reservoir site as shown on the Contract Documents and attached Sketches EX-1 and EX-2 (DN TANKS' tank construction layout and section views). Excavation should extend a minimum of 3-feet from the underside of the tank floor slabs (approximate elevation 5118.00) to a uniform subgrade (elevation of 5115.00). The subgrade excavation shall be carried out horizontally to a cut diameter of approximately 185-feet 0-inches (5-feet 0-inches and beyond the footing) then sloped upward to existing grade in accordance with OSHA requirements. Note the subgrade requires additional grading for the varying contours at the thickened wall brace areas as shown on drawing EX-2. The subgrade shall be scarified, moisture conditioned, processed, tested and inspected as required by the Contract Documents and Geotechnical Report. The Contractor and Engineer will perform the visual subgrade inspection beneath the tank and direct if the subgrade conditions are suitable. **DN TANKS shall not be held responsible for subgrade inspection or handling of unsuitable soils, if encountered.**

Additional excavation is required beyond the tank foundations for a 15-foot wide all-weather level wire winding track around the perimeter of the tank, with a finish grade of approximately 5119.00 (6-inches below the finish floor elevation of 5119.50). The all-weather, level track shall be stable and sloped away from the tank for drainage. Additional work will be required to complete the track after the tank floor is poured and the forms are stripped. Perform the excavation and preparation of the precast areas, crane positions, and work road/area as shown on the attached sketches EX-1 and EX-2. Provide all weather access roads and access ramps to the tank for access by concrete trucks, crane and other heavy construction equipment.



All work shall comply with all OSHA Safety Requirements and all OSHA Excavation Requirements per 29 CFR 1926. The Contractor shall be responsible for maintaining, protecting and repairing the integrity of the slopes for the duration of the project. All work shall be in accordance and comply with all Local, State, and Federal Regulations.

If required, a dewatering system shall be furnished, installed, inspected, maintained, and continuously operated by the Contractor for the duration of the tank's construction to provide a dry and stable working area. The site shall be graded and top of slopes bermed to divert storm water around the tank excavation.

D. Preparation of Winding Track, Access Ramp, Work Areas and Crane Areas:

Furnish, install, compact, grade and maintain (through the duration of tank construction) suitable granular all-weather access for heavy equipment to the job site and adequate working and storage areas for our materials and equipment. It is essential that the roadways, track and work road/areas shall be stable and passable at all times under all weather conditions. The track, crane positions, ramp, and work road areas shall consist of a minimum 6-inch layer of granular all-weather road base material over geotextile filter fabric Mirafi 500X or equal as shown on the EX-drawings. Additional grading will be required to complete the winding track after the tank floor is poured and the forms are stripped. All work shall be in accordance and comply with all local, state, and Federal regulations. The precasting areas shall only have the native soil rolled to a hard level surface.

E. Preparation of the Tank Underslab Piping Pits: The Contractor shall provide all required excavation beneath the tank for the excavations with DN TANKS. The piping pits shall be excavated with 1H:1V slopes on three sides with a $\pm$ 6-inches tolerance. The pipe pits beneath the floor shall be in accordance with DN TANKS' approved shop drawings. Over excavation resulting in increased quantity of concrete shall be the Contractor's responsibility.

F. Lean Concrete Footing Extension: The Contractor shall be responsible for furnishing and installing a lean concrete footing extension beneath the tank slab generally located at the overflow catch basin area. The footing extension shall extend vertically down to a minimum, the same elevation as that of the valve vault. The width of the footing extension shall be at a minimum the width of the valve vault. The footing extension shall be sloped back up to the underside of the tank at a 1H:1V ratio. The outside face of the footing extension must be formed. The concrete mixture shall be a lean concrete, typically 2000 psi.

G. Compacted Select Fill: Furnish, install, and compact all approved imported select fill in accordance with the Geotechnical Report and the Contract Documents from the approved subgrade to the underside of the granular leveling base material as required. Furnish and install geotextile filter fabric Mirafi 1100N or equal on the approved subgrade.

Per the Geotechnical Report: Aggregate base course shall be used to raise the ground surface within the tanks sites to finished pad elevations, placed and compacted in accordance with the recommendations herein. Compacted ABC shall extend at least 5-



feet out-side of the tank foot prints. Native soils shall not be used for fill below the tank structures.

- H. Crushed Stone Leveling Base material:** Furnish, install, compact and fine grade (0 to $- \frac{1}{2}$ ") all necessary imported leveling base material. This item includes providing a minimum 6-inch layer of leveling base material under the tank floor, footing, thickened wall brace areas and pipe pits beneath the floor (refer to EX drawings). A non-woven geotextile fabric Mirafi 1100N or equal shall be placed between the structural fill and leveling base material. The leveling base material shall consist of a well-graded crushed stone and shall meet the specification indicated below. If crushed stone is used for the leveling base material, compaction performance criteria shall be used to gauge the degree of compaction. Crushed stone shall be placed in layers not exceeding 9 inches and compacted with at least two passes in each direction with vibratory compaction equipment. Compaction shall be inspected and verification of compaction effort shall be documented by an approved testing laboratory. All work shall be in accordance with the Geotechnical Engineer's requirements. The surface elevation of the leveling base shall be fine graded to a tolerance of plus 0 inches to minus 1/2 inch over the entire foundation area. Fine grading tolerances for floor pipe encasements shall be plus 0 inches to minus 6 inches. The Geotechnical Engineer shall evaluate the tank subgrade prior to the placement of the leveling base material. The Contractor shall coordinate the excavation of the pipe pits with DN TANKS.

The crushed stone material shall consist of clean, hard, durable, crushed particles or fragments of stone or ledge rock of uniform quality reasonably free of thin or elongated pieces. The materials shall be free from ice, snow, rubbish, sods, roots and other deleterious or organic materials and shall conform to the following gradation requirements meeting ASTM C 33 stone size No. 67.

Sieve Size	Percent Passing By Weight
1 inch	100%
3/4 inch	90% - 100%
3/8 inch	20% - 55%
No. 4	0% - 10%
No. 8	0% - 5%

- I. Soils Testing / Design Criteria:** The Contractor shall provide all soils testing including verification of suitable subgrade conditions by a Geotechnical Engineer. The Contractor shall provide all correspondence relating to soil testing and subgrade inspection beneath the tank confirming that the design criteria stated below has been achieved prior to DN TANKS' mobilization.

This proposal is based on the following minimum foundation design criteria requirements for the Wire-Wound, Prestressed Concrete Tank.

- Allowable Bearing Capacity: 3,500 psf
- Maximum Total Settlement: 1-inch or less



- Differential Settlement: 3/4-inch or less
- PVR: 1-inch or less
- Groundwater is assumed to be below the finish floor elevation. The tank has not been designed to resist hydrostatic uplift.

The Contractor shall be responsible for the excavation of unsuitable soils including additional structural fill, compaction, fine grading and verification suitable subgrade has been achieved by a Geotechnical Engineer.

NOTE: DN Tanks does not take responsibility of the global slope stability of the project site, nor the tank locations. A geotechnical engineer will need to confirm the slope stability of the site.

J. Site Access Road, Storage Areas, Traffic Control, and Parking: Contractor shall provide suitable all-weather access for heavy equipment to the job site and adequate working and storage areas for our materials and equipment. Such roads shall be suitable DN TANKS to drive its material trucks and 53' trailers up and down and positioned to allow access to the tank site. Contractor shall provide traffic control plans and flagmen if required for DN TANKS' material and equipment deliveries. Adequate parking spaces shall be provided for DN TANKS' construction personnel.

K. Yard Piping: Furnish and install all required yard piping to the limits shown on the contract drawings. The Contractor shall provide all required piping, fittings, valves, flexible couplings, appurtenances, all related structures, hydrostatic testing and connections to existing lines. If required, a perimeter underdrain system shall be included as specified in the Contract Documents.

DN TANKS will furnish and install all tank underslab and through wall piping as described in Section I, Paragraph C terminating with a plain end connection 2-feet past the tank footing.

L. Backfill and Restoration: Contractor shall furnish and install all required backfill. There shall not be any heavy equipment allowed next to the tank structure and all backfill within three (3) feet of the tank shall be hand-compacted. All backfill within 12-feet of the tank shall be performed utilizing lightweight equipment (15,600 lbs maximum). Contractor shall perform any paving, site work, and landscaping around the tank upon completion of DN TANKS' operations. This shall include furnishing and installing the concrete overflow catch basin.

M. Electrical and Instrumentation Work: The Contractor shall be responsible for all electrical and instrumentation work and will coordinate its electrical and instrumentation conduit and box fastening details, to the tank walls and dome, with DN TANKS. A maximum anchor depth of 3/4-inch is allowable on the tank.

N. Shotcrete and Concrete Debris: The Contractor shall be responsible for removing approximately 200 cubic yards of concrete rubble (for both tanks) from the on-site panel casting beds and shotcrete rebound. DN TANKS shall be responsible for cleanup and trash removal, to a location on site, resulting from our work.



II. GENERAL CONDITIONS:

- A. **Licenses and Permits:** Contractor shall procure and pay for all building permits, licenses other than contractor's and business, and inspections required by any local, county, state, and/or Federal authority for any part of the work under this Agreement and shall furnish any bonds or security of deposits required by such authority to permit performance of the work.
- B. **Safety and Security Fencing:** Contractor shall furnish any safety fencing that may be required by DN TANKS, OSHA, and/or the Owner, around the excavated site. Contractor shall be responsible for site security, including security guards. Contractor shall be responsible for the security and well-being of DN TANKS's equipment, tools, and materials stored at the project site and shall reimburse DN TANKS all direct costs associated with damage or loss of equipment, tools, and materials as a result of vandalism or theft.
- C. **Security Clearance Requirements:** Contractor shall provide and administer the security clearance requirements for DN TANKS' personnel and DN TANKS' subcontractors' personnel in accordance with project specifications.
- D. **Temporary Facilities:** DN TANKS shall have the use of any or all of the Contractor's facilities at no cost (i.e., electricity, water, sanitary facilities, etc.).
- E. **Shop Drawings:** Contractor shall furnish DN TANKS copies of shop drawings of any items to be cast in or around the floors, wall-footings, walls, and roof (before proceeding with the installation of such items) for DN TANKS to review and approve in order that DN TANKS may be assured that there will be no interferences with the operation of DN TANKS' machinery or forming.
- F. **Tank Testing and Inspection Expenses:** The Contractor shall provide test water, fill, chlorinate and test the tank, including plugging of all openings, if required, pipe sleeves, piping, etc; transporting and/or pumping of water into the tank; disposal of leakage test water, if required, including all incidental costs related to the testing of the tank, if required. DN TANKS will observe the tank's leakage test after the tank is filled, if required. The Contractor shall provide any expenses or damages including the cost of inspection or field assistance by city employees, agencies, or inspectors arising from over time operations.
- G. **Construction Water:** Potable construction water shall be provided by the Contractor at no cost to DN TANKS. Contractor shall maintain a minimum of 6-inches of water covering the concrete floor until the tanks are put into service. During tank construction, Contractor shall provide within 50' of the tank (at no charge to DN TANKS) potable water for the tank construction, curing, and testing. Water shall be furnished under sufficient volume and pressure. Within 3 days after completion of DN TANKS' construction operations, Contractor shall furnish (at no charge to DN TANKS), sufficient water to fill and test the two 6.0MG reservoirs. Contractor shall be responsible for filling the tank with water. Water shall be furnished under sufficient volume and pressure to fill the tank in a one week time period. If the water (i.e. chlorinated or non-chlorinated) needs to be dechlorinated and disposed of, such costs shall be paid by the Contractor. Any and all



expenses, including any Owner's assessed liquidated damages, incurred by DN TANKS or Contractor resulting from more than one week's time to fill the tank shall be paid for by Contractor. Temporary piping and backflow preventer shall be provided, installed, and removed by Contractor if necessary to fill the tank.

- H. **Disinfection:** DN TANKS shall at the completion of its scope, deliver the tank interior in "broom clean" condition, free of all construction debris. Contractor shall perform reservoir disinfection concurrent with ancillary piping.

In addition, Contractor shall provide, install, and remove plugs for all pipe spools and pipes, if necessary, to allow the tank to be filled. Contractor shall be responsible for bacteriological testing upon completion of tank disinfection.

- I. **Winterization and Weather Conditions:** If the tank is to remain out of service through the winter months (December through April), the Contractor shall plug all opening and fill the tank with a minimum of four (4) feet of water to protect the tank foundation from freezing. No provisions are included in our price for winter work or extreme cold-weather protection.

5.0 Value Engineering Options





City of Prescott – Intermediate Pump Station Project

DN Tanks – Value Engineering Proposals

DN Tanks would like to present the City of Prescott, FANN, Waterworks & Brown and Caldwell (Team) the below, “Value Engineering” cost saving items. **The cumulative value for all 8 value engineering options would reduce the overall cost of both tanks by approximately \$275,000.00 - \$325,000.** We would appreciate the opportunity to partner with project stakeholders to evaluate all value engineering options to optimize the tank design if effort to improve performance or lower the cost of the project.

In addition to the value engineering options noted below, we would like to note that our cost and schedule assumes constructing the tanks through the winter months. Should the team prefer for a spring 2022 tank construction start we would work to evaluate any potential costs savings that could be recognized by delaying the construction to the warmer spring and summer months.

1. In lieu of the required aluminum staircase as required by the project documents, the design can be modified to include a vertical ladder with safety tie offs. DN Tanks has a long history of successful projects utilizing both stairs and ladder access, and can provide all of the required safety measures, such as ladder posts, safety harnesses, and guardrail at the top of the tank wall if the City would like to entertain the cost savings associated with a vertical ladder. In addition, for access to the inside of the tank, the City has incorporated a through wall manway which provides more streamlined access to the inside of the tank. This may also be considered when evaluating this value engineering option.
2. DN Tanks would propose furnish Interior FRP (Fiberglass) ladder, in lieu of the required 316 SS ladder as required by the project documents. The FRP (Fiberglass) ladder is corrosion resistant and offers a cost savings to the City. DN Tanks has installed FRP ladders on many tanks and has had success with them.
3. Currently, per the project documents, a freeboard of approximately 1-foot x 3-inches is required. DN Tanks suggests allowing the tank manufacture to design for the freeboard as required by the applicable codes and standards. This will reduce the freeboard of the tank by 4” saving the City additional costs.
4. Per page C-103, the Final Finished grade around the Northern halves of both tanks, is currently set to be at elevation 5119.00. The Tank footing is currently slated to be at a Finished Floor Elevation of 5119.50. With the requirement set forth in the geotechnical report of 18-inches of frost protection, DN Tanks is currently planning on having a thickened footing region on all exposed footings to accommodate the frost level. DN Tanks proposes to provide backfill to an elevation of at least 5119.50 which will allow us to reduce the footing size saving costs of the tank.
5. DN Tanks would propose furnish and install USF Dome Hatches in lieu of the required Bilco hatches per the contract documents. DN Tanks has proven success with the USF hatches and would be able to provide a costs savings if the City would accept the alternate manufacturer.



DYK and Natgun
Generations Strong

6. DN Tanks would propose to furnish and install Aluminum handrails, with Holleander Speed Rail system for connections between hand rails, in lieu of the required steel handrails. This will reduce the overall cost of the steel handrails that will be custom fabricated and welded on site. If the City would accept this alternate a costs savings would be provided.
7. DN Tanks would propose to furnish and install furnish and install a 304SS manway, in lieu of the required 316SS wall manway as required by the project documents. DN has successfully installed 304 SS manways and would offer a cost savings if the Team would accept the change in material.
8. Proposal to provide both tanks, with a 4-inch thick cast-in-place concrete, reinforced floor. Currently, the contract documents are requiring a minimum 6-inch thick tank floor. DN Tanks has a vast amount of experience and history with providing a 4-inch monolithic reinforced floor with tanks of this diameter and size.

6.0 Qualification Experience List





Generations Strong

351 Cypress Lane
El Cajon, CA 92020

Statement of Experience

AWWA D110 Type III Tank Construction Experience - 25+ Years

Project Information:

Oklahoma City, OK, USA
Clearwell
2 - 6.33 MG (250.00 FT ID x 17.25 FT SWD)
Total Project Contract: \$6,750,000
Completion Date: 3/24/2021

Owner:

City of Oklahoma City
420 W Main, Ste 500
Oklahoma City, OK, USA 73102
Contact: Hare, Larry
(405) 297-3681

Engineer:

Carollo Engineers
100 N.E. 5th Street
Oklahoma City, OK, USA 73104
Contact: Wooten, Amber
(405) 840-7785

Project Information:

Crestwood, MO, USA
CSO / SSO / Stormwater
2 - 4.00 MG (150.00 FT ID x 30.50 FT SWD x 33.50 FT WH)
Total Project Contract: \$7,250,000
Year Built: 2020

Owner:

St. Louis Metropolitan Sewer Dept (MSD)
1900 Sulphur - Plant
St. Louis, MO, USA 63110
Contact: Roberts, Steven
(314) 768-6200

Engineer:

Burns & McDonnell
425 S. Woods Mill Road, Suite 300
Chesterfield, MO, USA 63017
Contact: Coll, Jim
(314) 682-1500

Project Information:

Lake Jackson, TX, USA
Clearwell
1 - 10.00 MG (194.50 FT ID x 45.00 FT SWD)
Total Project Contract: \$7,706,125
Year Built: 2020

Owner:

Brazosport Water Authority
1251 FM 2004
Lake Jackson, TX, USA 77566
Contact: Woodruff, Ronnie
(979) 297-2715

Engineer:

CDM Smith
12357-A Riata Trace Pkwy, Ste 210
Austin, TX, USA 78727
Contact: Woelke, Allen
(512) 346-1100

Project Information:

East Chicago, IN, USA
Ground Storage
1 - 4.00 MG (150.00 FT ID x 30.00 FT SWD)
Total Project Contract: \$6,194,600
Year Built: 2019

Owner:

City of East Chicago Water Department
5201 Indianapolis Boulevard
East Chicago, IN, USA 46312
(219) 391-8487

Engineer:

NIES Engineering, Inc.
2421 173rd Street
Hammond, IN, USA 46323-2132
Contact: Phipps, John
(219) 844-8680

Project Information:

San Antonio, TX, USA
Ground Storage
1 - 10.00 MG (145.50 FT ID x 80.50 FT SWD)
Total Project Contract: \$6,981,500
Year Built: 2018

Owner:

San Antonio Water System (SAWS)
2800 US Hwy 281 North
San Antonio, TX, USA 78212
Contact: Brown, Meagan
(210) 233-3591

Engineer:

Tetra Tech, Inc.
Riverwalk Place
San Antonio, TX, USA 78205
Contact: Timmermann, David
(210) 226-2922

Project Information:

Amandaville, WV, USA
Ground Storage
2 - 4.00 MG (146.00 FT ID x 32.00 FT SWD)
Total Project Contract: \$7,162,730
Year Built: 2017

Owner:

West Virginia American Water Company
1600 Pennsylvania Ave.
Charleston, WV, USA 25302
Contact: Daugherty, Daniel M.
(304) 353-6300

Engineer:

Chapman Technical Group
200 Sixth Avenue
St. Albans, WV, USA 25177
Contact: Belcher, Robert "Greg"
(304) 727 -5501

Project Information:

Green Bay, WI, USA
Anaerobic Digester
2 - 2.00 MG (65.00 FT ID x 79.00 FT SWD x 85.80 FT WH)
Total Project Contract: \$11,450,500
Year Built: 2017

Owner:

Green Bay MSD - New Water
2231 North Quincy Street
Green Bay, WI, USA 54307-9015
Contact: Qualls, Nathan
(920) 432-4893

Engineer:

Jacobs
1610 North 2nd Street
Milwaukee, WI, USA 53212
(414) 272-2426

Project Information:

Springfield, MO, USA

Clearwell

1 - 10.00 MG (295.50 FT ID x 20.00 FT SWD)

Total Project Contract: \$12,616,500

Year Built: 2017

Owner:

City of Springfield, MO

301 East Central

Springfield, MO, USA 65801-0551

Contact: Kern, Craig

(417) 831-8311

Engineer:

City of Springfield, MO

301 East Central

Springfield, MO, USA 65801-0551

Contact: Kern, Craig

(417) 831-8311

Project Information:

Ledgeview, WI, USA

Ground Storage

1 - 8.00 MG (166.00 FT ID x 49.50 FT SWD)

Total Project Contract: \$8,488,910

Year Built: 2015

Owner:

Central Brown County Water Authority

3100 Eaton Road

Bellevue, WI, USA 54311

Contact: Vaclavik, Dave

(920) 884-1077

Engineer:

McMahon Associates, Inc.

1445 McMahon Drive

Neenah, WI, USA 54956

Contact: Rosenbeck, Gary

(920) 751-4200

Project Information:

Meadville, PA, USA

Ground Storage

2 - 2.50 MG (128.00 FT ID x 26.00 FT SWD)

Total Project Contract: \$5,926,070

Year Built: 2015

Owner:

Meadville Area Water Authority

18160 Rogers Ferry Road

Meadville, PA, USA 16335

Contact: Nold, Donald

(814) 724-6057

Engineer:

Gannett Fleming, Inc.

554 S. Erie Street

Mercer, PA, USA 16137

Contact: Thompson, Thomas

(724) 662-2402

Project Information:

Wylie, TX, USA

Raw Water

1 - 2.30 MG (110.00 FT ID x 31.92 FT SWD)

1 - 2.70 MG (90.00 FT ID x 56.50 FT SWD)

1 - 1.80 MG (128.00 FT ID x 18.67 FT SWD)

1 - 2.30 MG (110.00 FT ID x 31.92 FT SWD)

1 - 1.10 MG (79.00 FT ID x 29.33 FT SWD)

Total Project Contract: \$12,718,191

Year Built: 2013

Owner:

North Texas Municipal Water District (NTMWD)

505 E. Brown St.

Wylie, TX, USA 75098

Wylie, TX, USA 75098

Wylie, TX, USA 75098

Wylie, TX, USA 75098

Wylie, TX, USA 75098

Contact: Long, Steve

(972) 442-5405

Engineer:

Freese and Nichols Headquarters

4055 International Plaza, Ste 200

Fort Worth, TX, USA 76109-4895

Fort Worth, TX, USA 76109-4895

Fort Worth, TX, USA 76109-4895

Fort Worth, TX, USA 76109-4895

Fort Worth, TX, USA 76109-4895

Contact: Payne, Jeff

(817) 735-7300

Project Information:

Manlius, NY, USA

Ground Storage

1 - 20.00 MG (337.00 FT ID x 31.66 FT SWD)

Total Project Contract: \$7,846,220

Year Built: 2011

Owner:

Onondaga County Water Authority

200 Northern Concourse

Syracuse, NY, USA 13211-0009

Contact: Geiss, Anthony

(315) 455-7061

Engineer:

Arcadis

50 Fountain Plaza, Suite 600

Buffalo, NY, USA 14202

Contact: Lenz, Mark

(716) 667-0900

Project Information:

Dallas, TX, USA

Clearwell

1 - 16.00 MG (333.00 FT ID x 24.58 FT SWD)

1 - 16.00 MG (333.00 FT ID x 24.58 FT SWD)

1 - 16.00 MG (333.00 FT ID x 24.58 FT SWD)

1 - 16.00 MG (333.00 FT ID x 24.58 FT SWD)

Total Project Contract: \$46,376,660

Year Built: 2010

Owner:

Dallas Water Utilities (main office)

2121 Main Street, Ste 300

Dallas, TX, USA 75201

Dallas, TX, USA 75201

Dallas, TX, USA 75201

Dallas, TX, USA 75201

Contact: Cottingham, Jennifer

(214) 948-4310

Engineer:

AECOM

16000 Dallas Pkwy, Ste 350

Dallas, TX, USA 75248

Dallas, TX, USA 75248

Dallas, TX, USA 75248

Dallas, TX, USA 75248

Contact: Hooten, Greg

(972) 735-3000

Project Information:

Portland, OR, USA

Glycol

1 - 3.00 MG (128.00 FT ID x 31.00 FT SWD x 35.33 FT WH)

2 - 6.40 MG (221.00 FT ID x 22.33 FT SWD x 26.33 FT WH)

Total Project Contract: \$7,926,401

Year Built: 2010

Owner:

PDX Airport

7000 NE Airport Way

Portland, OR, USA 97218

Portland, OR, USA 97218

Contact: Seaman, George

(503) 944-7332

Engineer:

CDM Smith

1220 SW Morrison Street, Suite 200

Portland, OR, USA 97205

Portland, OR, USA 97205

Contact: Sarin, Barry

(503) 232-1800

Project Information:

Tea, SD, USA
Ground Storage
1 - 7.50 MG (164.00 FT ID x 48.00 FT SWD)
1 - 7.50 MG (164.00 FT ID x 48.00 FT SWD)
Total Project Contract: \$9,505,800
Year Built: 2010

Owner:

Lewis & Clark Regional Water System
46986 Monty Street
Tea, SD, USA 57064
Tea, SD, USA 57064
Contact: Larson, Troy
(605) 336-8688

Engineer:

Banner Associates, Inc.
409 22nd Avenue S.
Brookings, SD, USA 57006-0298
Brookings, SD, USA 57006-0298
Contact: Bisgard, Kristin
(855) 323-6342

Project Information:

Van Buren, NY, USA
Ground Storage
1 - 20.00 MG (337.00 FT ID x 31.67 FT SWD)
Total Project Contract: \$10,238,700
Year Built: 2010

Owner:

Onondaga County Water Authority
200 Northern Concourse
Syracuse, NY, USA 13211-0009
Contact: Miller, Geoffrey
(315) 455-7061

Engineer:

Arcadis
50 Fountain Plaza, Suite 600
Buffalo, NY, USA 14202
Contact: Lenz, Mark
(716) 667-0900

Project Information:

Rapid City, SD, USA
Ground Storage
1 - 3.50 MG (172.50 FT ID x 20.00 FT SWD)
Total Project Contract: \$5,931,271
Year Built: 2009

Owner:

City of Rapid City
300 Sixth Street
Rapid City, SD, USA 57701
Contact: Coon, Dan
(605) 394-4165

Engineer:

AE2S
1815 Schafer St, Ste 301
Bismarck, ND, USA 58501
Contact: Stockert, Deon
(701) 221-0530

Project Information:

Houston, TX, USA
Clearwell
1 - 13.40 MG (250.00 FT ID x 36.50 FT SWD)
Total Project Contract: \$4,099,209
Year Built: 2008

Owner:

City of Houston Operations
611 Walker Street
Houston, TX, USA 77002-4903
Contact: Singh, Rajinder
(713) 837-0050

Engineer:

CDM Smith
3050 Post Oak Blvd
Houston, TX, USA 77056
Contact: Nicholas, Brent
(713) 423-7300

Project Information:

Pikesville, MD, USA
Ground Storage
1 - 5.07 MG (217.00 FT ID x 18.50 FT SWD)
Total Project Contract: \$23,565,260
Year Built: 2006

Owner:

Baltimore County Dept. of Public Works
County Office Building
Towson, MD, USA 21204
Contact: Keller, Bruce
(410) 887-3783

Engineer:

Buchart Horn, Inc.
3700 Koopers Street
Baltimore, MD, USA 21227
Contact: Cargnel, Daniel
(410) 247-3501

Project Information:

Pikesville, MD, USA
Ground Storage
1 - 15.30 MG (376.00 FT ID x 18.50 FT SWD)
1 - 5.07 MG (217.00 FT ID x 18.50 FT SWD)
Total Project Contract: \$23,565,260
Year Built: 2006

Owner:

Baltimore County Dept. of Public Works
County Office Building
Towson, MD, USA 21204
Towson, MD, USA 21204
Contact: Keller, Bruce
(410) 887-3783

Engineer:

Buchart Horn, Inc.
3700 Koopers Street
Baltimore, MD, USA 21227
Baltimore, MD, USA 21227
Contact: Cargnel, Daniel
(410) 247-3501

Project Information:

Grand Blanc, MI, USA
Ground Storage
2 - 10.00 MG (220.00 FT ID x 35.00 FT SWD)
Total Project Contract: \$8,513,850
Year Built: 2003

Owner:

Genesee County - Water & Waste Services
G-4610 Beecher Road
Flint, MI, USA 48532-2617
Contact: Horgan, Mark
(810) 732 7870

Engineer:

AECOM (Wacker Dr)
303 East Wacker Drive
Chicago, IL, USA 60601
Contact: Winegard, Michael
(312) 938-0300

Project Information:

Lawrence, MA, USA

Ground Storage

1 - 10.33 MG (260.00 FT ID x 26.00 FT SWD)

Total Project Contract: \$8,171,800

Completion Date: 2000

Owner:

Lawrence Dept. of Public Works

200 Common Street

Lawrence, MA, USA 01840

Contact: McCann, Frank

(978) 794-5762

Engineer:

AECOM

250 Apollo Drive

Chelmsford, MA, USA 01824

Contact: Gove, Douglas

(978) 905-2100

Project Information:

Ludlow, MA, USA

Ground Storage

2 - 12.50 MG (267.00 FT ID x 30.25 FT SWD)

Total Project Contract: \$12,385,720

Completion Date: 1998

Owner:

Massachusetts Water Resources Authority

Charlestown Navy Yard

Charlestown, MA, USA 02129

Contact: Sullivan, William

(617) 242-6000

Engineer:

MWH

12 Farnsworth St.

Boston, MA, USA 02110

(617) 314-7100

Project Information:

St. Louis, MO, USA

Clearwell

1 - 14.00 MG (330.00 FT ID x 22.00 FT SWD)

Total Project Contract: \$9,457,050

Completion Date: 1998

Owner:

City of St. Louis Water Division

10450 Riverview Drive

St. Louis, MO, USA 63137

(314) 633-9000

Engineer:

Black & Veatch

16305 Swingley Ridge Road, Suite 230

Chesterfield, MO, USA 63017

(636) 536-5800

Project Information:

Holden, MA, USA

Ground Storage

2 - 2.75 MG (110.00 FT ID x 38.00 FT SWD)

Total Project Contract: \$4,788,400

Completion Date: 1995

Owner:

Worcester Public Works Dept.

20 East Worcester Street

Worcester, MA, USA 01604

Contact: Eliadi, Dino

(508) 929-1300

Engineer:

CDM Smith - Headquarters

One Cambridge Place

Cambridge, MA, USA 02139

Contact: Rego, Carol

(617) 452-6000

Project Information:

Holden, MA, USA

Ground Storage

1 - 2.12 MG (95.00 FT ID x 40.00 FT SWD)

Total Project Contract: \$4,788,400

Completion Date: 1995

Owner:

Worcester Public Works Dept.

20 East Worcester Street

Worcester, MA, USA 01604

Contact: Eliadi, Dino

(508) 929-1300

Engineer:

CDM Smith - Headquarters

One Cambridge Place

Cambridge, MA, USA 02139

Contact: Rego, Carol

(617) 452-6000

7.0 Project Management **Approach and Team Structure**

- Description of Team Structure and Benefits to Support Efficient Delivery
- Organization Chart
- Key Personnel Resumes





Project Management Approach and Team Structure Description

Preconstruction Team:

DN Tanks preconstruction, planning, design, and construction efforts, is overseen by project executor, Tom Christie, Executive Vice President. Mr. Christie has spent his entire 18-year career in the construction industry with DN Tanks, spanning multiple roles including engineering, estimating, project development, and executive management.

**DN Tanks has been
involved in 126
Alternative Delivery
projects Nationwide**

All preconstruction services will be managed by Kevin Peacock, Senior Regional Manager for DN Tanks in the West. Kevin has spent his 16-year career with DN Tanks including 3 years field experience, 2 years of estimating experience, and 11 years leading preconstruction services.

Kyle Koebbe, Arizona Regional Estimator, will serve as the lead estimator, and is responsible for preparing our bid package, cost estimates, site layouts, and project schedule with support from our Construction Management Team.



Shown Above: 2.0 MG Tank – Safford, AZ

The tank structural design will be managed by Mr. Andrew Minogue, DN Tanks Director of Engineering. Andrew is a Registered Civil Engineer in the State of Arizona, and has designed over 300 AWWA D110 tanks in his 24-year career with DN Tanks. Andrew is a voting member and Secretary of ACI 350, Chairman of ACI 350 Structural Committee, Secretary of ACI 350 Seismic Committee, Chairman of ACI 372, as well as a voting member and Secretary of AWWA D110. During the design phases, Andrew will work closely with Waterworks and Brown and Caldwell certifying that the tank is designed per applicable design criteria and standards.

Construction Management & Field Execution Team:

A team of our most capable and experienced construction personnel will take over the execution phase of the project. Tom Christie will still serve as Project Executive and will hold the team accountable to delivering this project in a safe, professional, and high-quality manner.

Managing the transition from planning to execution, will be Mr. Mike Dufresne, a registered civil engineer, and DN's Construction Manager for the Western US. Mike has been deeply involved in the planning of the bid package to ensure we have a prudent and strong execution plan. Mike spent over 15 years as a project manager and project engineer specifically building D110 tanks prior to taking over as construction manager. His vast experience building Type III tanks in a wide variety of challenging conditions will allow him to work closely with our project



manager and superintendent to guarantee the tanks are built efficiently with the highest level of professionalism and quality control.

In collaboration with Mike Dufresne, our Corporate Safety Director, Eric Olson, will be involved in the day-to-day safe execution of construction. Eric comes to DN Tanks with over 25 years of heavy civil construction safety experience and will be responsible for ensuring the safety of all DN Tanks and specialty subcontractor personnel throughout the duration of the project. Eric employs a proactive preventative approach to safety, to protect employees before hazards ever arise, rather than react once they do.

DN Tanks' project manager will be Mr. Jason Phillippi, who has been with DN Tanks for 12 years, and has successfully managed over 87 prestressed tank installations and 200 MG of storage. Jason has managed projects as large as the concurrent construction of (4) 10.0 MG tanks in McKinney, TX. Jason will be working hand-in-hand daily with our onsite Superintendent, Jose Burciaga.



Mr. Jose Burciaga. Jose has been with DN Tanks for 27 years, and a tank field superintendent for the last 18. He is widely considered internally as one of our most reliable and skillful superintendents, having built over 64 tanks in his time with DN. Jose lead the successful construction of (2) 3.0 MG tanks in Westminster, CO.

Please see the subsequently provided organizational chart and DN Tanks resumes for additional information on the DN Tanks team.

Shown Above: 1.0 MG Tank – Apache Junction, AZ

Winter Construction:

DN Tanks brings a team with significant experience constructing during the winter construction months. We will work with project stakeholders to ensure we can maintain our supply chain as well as plan for inclement weather with contingency plans. Some of our standard considerations when planning for winter construction include the following:

1. Evaluate the air content in concrete to protect from freeze / thaw
2. Evaluate hot water in concrete for the panels and floor
3. Evaluate the use of an accelerator in the concrete mix
4. We will plan on using concrete thermal blankets



DN Tanks Project Team

Project Stakeholders
City of Prescott, FANN, Waterworks, Brown & Caldwell

*** Tom Christie**
Project Executive

*** Eric Olsen**
Safety Director

Pre-Construction

*** Kevin Peacock**
Sr. Regional
Manager

Kyle Koebbe
Regional Estimator

*** Andrew Minogue**
Sr. Design Engineer

Project Execution

*** Mike Dufresne**
Construction
Manager

Jason Phillippi
Project Manager

Jose Burciaga
Superintendent



Manlius, NY
20.0 MG MG GST
Onondaga County Water Authority



Portland, OR
1 – 6.4 MG, 1 – 3.0 MG Glycol Tanks
PDX Airport



Ledgeview WI
1 - 8.0 MG, 1 - 3.75 MG Water Storage Tanks
Central Brown County Water Authority



Tom Christie

Executive Vice President

2010 – Present

Executive Vice President

Responsible for company-wide direction and management of Sales, engineering and Estimating, and management of our West region operations.

2009 – 2010

Vice President

Responsible for establishing strategic growth initiatives and the day to day management of the business development team.

2004 - 2009

Regional Manager

Responsible for the development of opportunities by working with engineers, owners and contractors in the water and wastewater systems.

2003 – 2004

Regional Estimator

Responsible for supporting DN Tanks' estimating needs in the Southwest region by managing bids and supporting our clients in the development of projects.



785	 	33.0_{MG}	 	487'	 	99.5'
Total Projects Impacted		Largest Project		Largest Inside Diameter		Tallest Tank 154



Blythe, CA
1.44 MG TES Tank
California Department of Corrections



Woonsocket, RI
3.0 MG Water Storage Tank
City of Woonsocket



Aiken, SC
32.0 MG Saltstone Disposal
for the Savannah River Remediation



Mike Dufresne, P.E.
Construction Manager

2018 – Present

Construction Manager

Responsible for overseeing DN Tanks' Western construction division including all office and field personnel related to construction.

2003 – 2018

Project Manager

Responsible for organizing, directing, and executing DN Tanks' projects in accordance with contract drawings and specifications, DN Tanks final tank drawings, and DN Tanks' Construction and Safety procedures. Responsible for all submissions to the consulting engineer, including monthly pay requisitions, shop drawing submittals, material specification submittals, etc. Act as a liaison between DN Tanks management and the field personnel, discussing and acting on all aspects of DN Tanks' projects. Attend project management meetings, prepare site layout plan, obtain subcontractors for various portions of the work, monitor quality control and safety through daily communication with the superintendent, and periodic site visits. Act as DN Tanks representative to the project owner and engineer striving to maintain their satisfaction while maintaining DN Tanks' interests.

2000 – 2003

Project Engineer

Provides office support to project managers. Evaluates and issues request for quotes and purchase orders. Prepares concrete mix design submittals; checks material purchase orders; prepares shoring drawings and site layouts; prepares subcontract submittals; obtains ready-mix supplier bid information; makes site progress and quality control inspections; makes daily manpower entries and projections.



400+ | **32.0 MG** | **375'** | **100'**
Total Projects Impacted | Largest Project | Largest Inside Diameter | Tallest Tank
155



Tacoma, WA
2 – 33.0 MG Reservoir Tanks
Tacoma Water



Pikesville, MD
1 – 15.3 and 1- 5.07 MG Ground Storage Tanks
Baltimore County Dept. of Public Works



Tucson, AZ
8.9 MG SBR Tank
Pima County Wastewater



Kevin Peacock, P.E.
Senior Regional Manager

2017 - Present

Senior Regional Manager

Responsible for management of DN Tanks' Western Region preconstruction services. Responsibilities include managing personnel, projections, goals and office/administrative requirements for each location. Oversee and manage coordination between estimating, engineering, sales, construction and other departments throughout all project's life cycles. Liaison with Regional Managers for high profile projects as well as meet with owners and engineers to understand objectives.

2009 – 2016

Regional Manager

Responsibilities included the design development of opportunities and working with engineers, contractors, and owners of water and wastewater systems, as well as managing an office staff of administrative, estimating, engineering and other personnel all in support of providing prestressed, concrete tanks to the water and wastewater industry.

2007 – 2009

Regional Estimator

Responsibilities include the review of bid documents, development of site work requirements, identifying and obtaining qualified site subcontractors, negotiating and executing subcontracts and providing site work estimates to the sales department and supervising construction..

2005 – 2011

Onsite Project Engineer

Provide office support to project managers. Evaluate and issue request for quotes and purchase orders. Prepare concrete mix design submittals; check DN Tanks material purchase orders; prepare shoring drawings and site layouts; prepare DN Tanks and subcontract submittals; obtain ready mix supplier bid information; make site progress and quality control inspections; make daily manpower entries and projections.



316	33.0_{MG}	487'	80'
Total Projects Impacted	Largest Project	Largest Inside Diameter	Tallest Tank 156



Philadelphia, PA
3 – 32.0 MG Water Storage Tanks
Philadelphia Water Department



Baltimore, MD
2 - 18.45 MG EQ Tanks
City of Baltimore



Green Bay, WI
2 – 2.0 MG Digesters
New Water WTP



Andrew Minogue, PE
Director of Engineering

2018 – Present

Director of Engineering

Responsible for management and direction of the Engineering Department across the US.

2016 – 2018

Engineering Manager

Responsible for management and direction of the Engineering Department in the Central and Eastern US.

2008 – 2016

Southwest Engineering Manager

Responsible for the management of the Southwest engineering department, including final design calculations and computer-generated drawings company wide.

2002 – 2008

Senior Design Engineer

Responsible for final design calculations and computer-generated drawings for precast, prestressed concrete water, wastewater and Thermal Energy storage tanks company wide. Interact with consulting engineers, suppliers and the construction department to resolve tank design questions. Review design work for inconsistencies and adherence to project specifications. Develop computer programs for in-house design work.

1997 – 2002

Design Engineer

Responsible for final design calculations and computer-generated drawings for precast, prestressed concrete water and wastewater tanks, including cylindrical shell walls, spherical domes, 2-way flat slabs, columns, shallow footings and precast erection throughout the company as assigned.



577	550'	99.5'	32.0_{MG}
Total Projects Impacted	Largest Diameter	Largest SWD	Largest Project 157



McKinney (University), TX
10.0 MG Water Storage Tanks
City of McKinney



San Antonio (Bitters), TX
5.0 MG Water Storage Tank
San Antonio Water Systems (SAWS)



Garland, TX
6.0 MG Water Storage Tank
No. TX Municipal Water District (NTMWD)



Jason Phillippi
Project Manager

2008 – Present

Project Manager

Project Manager – Responsible for organizing, directing, and executing DN Tanks' projects in accordance with contract drawings and specifications, DN Tanks final tank drawings, and DN Tanks' Construction and Safety procedures. Direct charge of projects in the areas of quality, safety, cost, and scheduling. Responsible for all submissions to the consulting engineer, including monthly pay requisitions, shop drawing submittals, material specification submittals, etc. Act as a liaison between DN Tanks management and the field personnel, discussing and acting on all aspects of DN Tanks' projects. Attend project management meetings, prepare site layout plan, obtain subcontractors for various portions of the work, monitor quality control and safety through daily communication with the superintendent, and periodic site visits. Act as DN Tanks' representative to the owner and engineer striving to maintain their satisfaction while maintaining DN Tanks' interests.



87		10.0 MG		206'		60'
Total Projects Impacted		Largest Project		Largest Inside Diameter		Tallest Tank 158



Spears Road, TX
2 – 10.25 MG Water Storage Tanks
North Harris County Regional Water Authority



Westminster, CO
3.8 MG Ground Storage Tank
City of Westminster



TEA, SD
2 – 7.5 MG Ground Storage Tanks
Lewis & Clark Regional Water System



Jose Burciaga
Field Superintendent

2002 – Present

Field Superintendent

Responsible for project completion within budget, in compliance with contract specifications, with high quality, and on time. Consults with the Project Manager and provides recommendations as necessary to improve project performance. Is the Company representative at the job site and is in charge of all operations including DN Tanks Safety Program.

2001 - 2002

Assistant Superintendent

Responsible for performing and supervising the completion of all the work required throughout each of the phases of the tank building process. The Assistant Superintendent is a hands-on supervisor and is responsible for assigning and following up on the work of others.

1994 – 2001

Carpenter Foreman

Responsible for the day-to-day direction of the local labor pool in all labor assignments.

1993 – 1994

Carpenter Apprentice

Responsible for learning and completing all carpentry work required throughout the phases of the tank building process.



64

Total Projects
Impacted

10.25_{MG}

Largest Project

340'

Largest Inside
Diameter

82'

Tallest Tank
159



Reading, OH
1.20 MG Sludge Clarifier
Metropolitan Sewer District



Lawrence, KS
2 – 1.0 MG Water Storage Tanks
City of Lawrence Utilities



Crown Point, IN
3.0 Water Storage Tank
City of Crown Point



Kyle Koebbe
Regional Estimator

2016 – Present **Regional Estimator**

Responsible for management of DN Tanks' southwest and Midwest estimating needs.

Responsibilities include the review of bid documents, development of site work requirements, identifying and obtaining qualified site subcontractors, negotiating and executing subcontracts and providing site work estimates to the sales department and supervising construction. Work with the sales department on site layouts and participate in visits to engineers and owners to assist with project development.

2012 – 2016 **Estimator 1**

Responsible for site constructability drawings, site work budget estimates, bid delivery, pre-bid meetings and overall management of projects. Smaller scope procurement (electrical, EIFS, fencing, etc.) management.

Also responsible for managing the DN Tanks estimating co-op program and its students.

2009 – 2012 **Estimating Co-Op**

Site constructability drawings for the Midwest region. Pricing and procurement for low level budgetary site work estimating. All other duties as the position required.



332	30.0_{MG}	318'	73'
Total Projects Impacted	Largest Project	Largest Inside Diameter	Tallest Tank 160



Qatar, UAE
4-42.0 MG GST
Umm Al Houl Power (UHP)



Green Bay, WI
2 – 2.0 MG Digesters
New Water WTP



Aiken, SC
32.0 MG Saltstone Disposal
Savannah River Remediation



Eric Olson, MS, CSP, CIH
Safety Director

2020 – Present Safety Director

Primary responsibility is to ensure a safe work environment for all DN Tanks employees and personnel in any office and on any jobsite.

- Adopt a pro-active approach to safety that helps prevent employee injuries.
- Provide safety leadership that moves the company in the needed direction to establish a “Safety Culture”.
- Develop, maintain, and implement a written safety and health program that ensures all company goals are met and that the program complies with all local, state, federal, owner and contractor rules and regulations.
- Create safety training programs used by project supervisors to provide day-to-day safety training for project employees.
- Provide safety training for employees and management. Review company construction procedures and create written safe work practices for each procedure.
- Provide safety meetings for employees to educate them on useful information in providing a safe place to work.
- Review sub-contractor safety programs and procedures.
- Create and maintain a system for safety documentation that meets regulatory requirements.
- Conduct company safety audits that provide positive feedback for safe work practices and to find hazards that need to be corrected.



50

Concurrent
Projects

500+

Employees and
Locals

3

Operation
Warehouses

12

Offices to
Keep Safe **161**

8.0 Alternative Delivery Experience

- Narrative on Partnering with Key Stakeholders
- Narrative on Effective Transition from Design to Construction
- Narrative on DN's Delivery Capacity & Supply Chain





Partnering with City of Prescott & FANN – Critical Aspects to a Working Relationship

We evaluate the success of our company by the strength of our relationships. The City of Prescott, FANN, Waterworks, and Brown & Caldwell will find that DN Tanks focuses on relationships right from the start. It's by gaining a deep understanding of project needs and objectives, as well as forming strong partnerships with the team that make for successful projects. Through our experience on over 3,300 new storage tank projects, we have recognized that no one project, tank, or site is the same. Therefore, each set of project circumstances must be evaluated independently, and based on those findings we pull in the experience of trained tank professionals spanning a wide range of disciplines as well as our partners and project stakeholders. As a company, DN Tanks takes pride in engaging with Owners, Contractors, and Engineers early on as a team member to develop successful high-quality projects. To offer these services, DN Tanks has built its structure specifically to provide preconstruction services including comprehensive cost analysis, detailed engineering, value engineering, and schedule review. DN Tanks engages in preconstruction services on over 100 tank-related projects every year nation wide. These services complement our construction operations ensuring a successful project for all parties. We fully anticipate and appreciate the value of regular in-person and virtual meetings with all project stakeholders.

DN Tanks engages in preconstruction services on over 100 tank related projects every year.



DN Tanks regularly participates in preconstruction and execution phase stakeholder meetings.

DN Tanks works proactively with water systems and tank Owners throughout the country on a regular basis to meet a variety of budget and schedule needs for their complex water challenges. This will be no different for the City of Prescott Intermediate Pump Station. The execution of this project will be managed out of our Western Region Operations Center in El Cajon, CA with office personnel readily available whenever necessary. By using team members with decades of experience on tank assessments, alternatives analyses, planning, design, and construction, we can hit the ground running and deliver the project on time and within established budgets.

DN Tanks proven track record means that we understand the questions you will face, and our answers and actions have proven to last for generations. Our experience, the passion of our professionals, and the collaborative nature of our process means that you will get superior results.



Design Phase to Construction Phase

DN Tanks has a long-standing history of completing projects with strong teamwork from our pre-construction and construction services in the state of Arizona. Our first project in the state was the construction of 5 tanks totaling 12.0 MG for the City of Chandler in the early 1980's. Since then, we have had an exemplary record of successful projects over the course of the last 40 years, completing the construction of 55 tanks, totaling in capacity over 125 million gallons of storage.

DN Tanks preconstruction team will leverage our experiences on previous complex alternative procurement projects in an effort to optimize the final design and ensure our construction plan works with other phases of the project. Our team includes our project development, estimating, engineering, and construction leadership to ensure a smooth transition from the preconstruction and final design phase to project execution. With this, all DN Tanks projects go through a rigorous hand-off process, with all key DN project team members involved. During these hand-off meetings, detailed discussions on the project development are reviewed as well as potential challenges that face the execution team. It is important for DN Tanks that engineers, project managers, and construction personnel are involved in preconstruction services to make certain that DN is providing the best possible experience to our clients.



DN's first Arizona project included 5 Tanks totaling 12.0 MG for the City of Chandler in the 1980's.

Shown Above: 2.0 MG Buried Tank – Chandler, AZ



Shown Above: 6.0 MG & 2.0 MG Tanks – Mt. Hope, WV

We are aware of the high visibility of this project to the surrounding community and developer, and we will adhere to the high standards of quality expected of both City of Prescott and its customers. DN Tanks shall serve as an extension of the Fann Environmental staff and perform to the high standards of quality that warranted their selection as the General Contractor.



DN Tanks Provides Enhanced Delivery Capacity



Shown Above: One of three DN Tanks operations centers, each with a multiacre yard, warehouse, manufacturing, equipment and staffing

DN Tanks has three operation centers across the United States, located in El Cajon, CA, Grand Prairie, TX, and Wakefield, MA. Each of these facilities is staffed with registered design engineers, project managers, estimators, procurement, administrative staff, and regional senior management in the respective disciplines. All of DN Tanks staff are focused on the successful completion of concrete tank projects.

At each of these facilities, DN owns and operates a multi-acre yard and warehouse where core components of concrete tanks are manufactured, fabricated, and stored. Each facility has a warehouse manager responsible for ensuring all DN Tanks' equipment is properly maintained to the highest industry and safety standards.

The execution of this project will be managed out of our Western Region Operation Center in El Cajon, CA with office personnel available for in person and virtual meetings whenever necessary. Our Grand Prairie Operations Center will serve as a back up to our El Cajon Center. This is the same approach DN Tanks uses in the design and construction/rehabilitation of 100 tank projects on average annually across the country.

DN Tanks Geographic Coverage

DN Tanks 3 Operational Centers

West Operations Center
351 Cypress Lane
El Cajon, CA 92020
Telephone: 619.440.8181

Central Operations Center
410 East Trinity Boulevard
Grand Prairie, TX 75050
Telephone: 972.823.3300

East Operations Center
11 Teal Road
Wakefield, MA 01880
Telephone: 781.246.1133

DN Tanks 9 Regional Offices



DN Tanks – 8 Regional Offices

Portland, OR
Sacramento, CA
San Antonio, TX
Fargo, ND
Kansas City, KS
Cincinnati, OH
Philadelphia, PA
Syracuse, NY

The procurement team will continuously monitor labor availability, supply chains, and long lead times to ensure our construction crew will be ready to execute when called upon by FANN. At this time, DN Tanks does not foresee any disruptions to our staff or supply chain that would impact our ability to execute this project. One example of our team's capabilities was DN's response to the pandemic. Our team was able to maintain consistent construction operations, keep all our crews safely employed, and work with all our suppliers and vendors to communicate project needs to maintain schedules. Currently DN Tanks has a team of 50+ tank superintendents and 200+ traveling tank builders (company field personnel) that are trained and solely focused on concrete tank construction projects. We firmly believe our skilled in-house craft labor, coupled with local labor and resources will provide the team with the required expertise and assurance of quality, while maintaining an efficient cost structure and overall successful project.

9.0 Featured Projects

- Narrative on Technical Qualification, Experience, and Competence





Project Highlight: City of Westminster, CO – Gregory Hills Pump Station – (2) 3.0 MG Tanks

The City of Westminster, CO had two steel water storage tanks built in 1954 and 1960 that had reached the end of their useful life. DN Tanks was hired as a subcontractor to design and construct (2) 3.0 MG AWWA D110 Type III prestressed concrete tanks once the old tanks demolished. A unique aspect of this project included piles underneath the tank foundation due to poor soil conditions, which DN managed. DN Tanks assisted the lead design consulting engineer with an initial review of the geotechnical report. DN Tanks engineering department met with the lead engineer and the geotechnical engineer to provide assistance on the most economical floor and deep foundation design, which included piles. DN Tanks construction department provided construction layouts to confirm constructability and a schedule to assist with coordination of other work on the site which included a pump station, piping, and vaults. Additionally, budgetary pricing was provided and routinely updated to assist the General Contractor, Owner, and Engineer. Lastly, throughout the design phase, DN worked with the lead design engineer on the development of the final tank drawings and specifications.



- Contracted Cost / Final Cost: \$4,887,828 / \$4,887,828
- Construction Dates: 5/7/18 – 11/14/18 (*Completed On-Time*)
- Project Owner w/ References: City of Westminster, CO
 - Andy Walsh, PE – Senior Engineer, (303) 658-2563
 - Julie Koehler, PE – Engineering Manager, (303) 658-2563

Project Highlight: City of Safford, AZ – 2.0 MG Lebanon, 2.0 MG Hillcrest, 3.0 MG Discovery Tanks

The City of Safford was facing significant challenges as it related to their storage infrastructure. They had a considerable deficiency in total storage volume and the tanks in their system were aging and in significant need of maintenance. Ultimately, Safford decided to build 7.0 MG in total storage distributed at 3 sites in the City, 2.0 MG at the Lebanon site, 2.0 MG at the Hillcrest site, and another 3.0 MG at the Discovery site. DN Tanks was responsible for turn-key design and construction of the tanks as well as subgrade preparation and underslab piping.



These tanks were built completely at grade, are bottle tight, and are still serving the City well today. Early in the conceptual planning process, DN Tanks worked with the City to evaluate the feasibility for prestressed concrete tank within their water system. Once a consultant was selected, DN Tanks worked with the engineer to optimize the tank design and dimensions to provide the greatest benefit to the system. Construction layouts, overall project schedules, site work takeoffs, and tank estimates were prepared in conjunction with the consulting engineer to ensure that the projects were built successfully on time, and within the City's allocated budget.

- Contracted Cost / Final Cost: \$3,645,310 / \$3,645,310
- Construction Dates: 2/13/09 – 5/18/09 (Hillcrest) & 10/2/2009 – 4/6/10 (Lebanon & Discovery) – (*Completed On-Time*)
- Project Owner w/ References: City of Safford, AZ
 - Morgan Seale - Water Division Manager, (928) 432-4243
 - Ginavieve Howard – Former Utilities Director, (928) 965-7603



Project Highlight: City of Prescott, AZ – 1.25 MG Zone 27 Prestressed Tank

DN Tanks has successfully worked on City of Prescott water storage tank projects in the past. In 2014, DN partnered with MGC Contractors for the construction of the 1.25 MG Zone 27 prestressed concrete reservoir off Skyline Drive on the westside of the City. DN Tanks supported the Engineer early in the design process to provide information comparing different reservoir types. Ultimately a prestressed concrete tank was selected for its durability and longevity. This site was particularly challenging due to the proximity to surrounding neighbors and tight access roads through residential streets. DN worked with the Contractor on the construction site plan to minimize disturbance to the community and optimize the tank construction schedule. DN Tanks was responsible for the tank structural design drawings as well as the circumferential and vertical prestressing to put the reservoir in permanent compression and ensure a 100+ year service life for the City.



-Contracted Cost / Final Cost: **\$335,040 / \$335,040**

-Construction Dates: **5/15/2014 – 9/3/14 (DN Scope Completed On-Time)**

-Project Owner w/ References: **City of Prescott, AZ**

- **Jeff Low – Capital Projects Manager, (928) 777-1643**
- **Craig Dotseth – Public Works Director, (928) 777-1130**

10.0 Safety Documentation





Safety

DN Tanks is dedicated to ensuring a work environment for all employees that is free of any unsafe acts, behaviors, work practices or conditions, and is an environment of education and training that not only complies with all applicable safety and health regulations, but also sets the bar for safety that will continue to improve our safety culture as an industry leader. DN Tanks strives to have ZERO ACCIDENTS and injuries on all our projects. The prevention of injuries is the number one priority for DN Tanks on a daily basis. We provide continuous safety training to our employees to ensure awareness, understanding, and responsibility of this important effort because at DN Tanks “Our Employees are our most important asset – their safety, is our greatest responsibility.” This quote from our “Corporate Safety Statement” is what drives our construction operations and will motivate our team on this project to achieve our goal of ZERO ACCIDENTS. Our written safety program is in the form of the Accident Prevention Safety Program Manual, which is used by management and available to all employees. (A copy of this manual is available upon request.)

DN Tanks is fully committed to maintaining the highest level of safety on this project and has experience meeting the strict safety standards of working on large, complex, municipal projects. Safety is an integral aspect of DN Tanks’ culture, and we hope this information provides a sense of our company’s strong commitment to safety and health.



Experience Modification Rate (EMR)	
Year	Experience Modification Rate
2020	0.76
2019	0.73
2018	0.66
3 Year Avg.	0.72

Total Recordable & Lost Time Incident Rates (TRIR)		
Year	Total Recordable Incident Rate	Lost Time Rate
2020	1.20	0.34
2019	2.77	0.69
2018	2.98	0.46
3 Year Avg.	2.32	0.50

11.0 Comments to Proposed Subcontract (Rider)



**CITY OF PRESCOTT WATER PRODUCTION AND INTERMEDIATE PUMP STATIONS
PROJECT, CONSTRUCTION SERVICES GMP#2 – DEEP WELL INTERMEDIATE PUMP
STATION PROJECT**

This Rider modifies the referenced sections/paragraphs of the Subcontract between Fann Contracting, Inc. and DYK Incorporated. In the event of a conflict between any term or provision of the Subcontract and this Rider, the provisions of this Rider shall take precedence.

Section 4, **Progress Payments** — Delete the last sentence and replace with the following new sentence: “Contractor shall not withhold any greater percentage of retention from Subcontractor than the percentage of retention Owner is withholding from the Contractor on Subcontractor’s work. Notwithstanding anything herein this Agreement to the contrary, if Contractor does not receive payment from the Owner for work performed by Subcontractor without the fault of Subcontractor, then Contractor shall be obligated to pay Subcontractor for its work within a reasonable time, which is agreed to be no more than 30 days after the receipt of Subcontractors billing.”.

Section 4, **Final Payment** — Change last sentence to delete “30” and replace with “10”.

Section 4, **Receipted Invoices and Affidavit** — In line 4 add the following new sentence after “material men listed.”: “Such affidavits may be made conditional upon payment.”

Section 5, Item 1 — Delete the first sentence. In the second sentence, delete the remaining sentence after “or the terms hereof” and replace with “the terms of this agreement shall govern”.

Please provide the Prime Contract once it is available for our review.

Section 5, Item 2 — In the first sentence, after “with the documents”, add “received”; after “has examined and”, add “visually”; and delete “and investigated”.

Please provide the Prime Contract once it is available for our review.

Section 5, Item 7 — **Please clarify the reference to “Prime Contractor” in this section.**

Section 5, Item 9 — In Line 2 after “including” add “reasonable”. In the first sentence add at end: “..., provided that any such liability, claims, suits, damage, loss, judgment or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.” Delete the last sentence.

DN Tanks’ position is that indemnification obligations should be proportionate to the extent of its negligence.

Section 5, Item 14 — **Please provide the Prime Contract once it is available for our review. Our bid proposal is based on a 2-year warranty period. If the warranty period required in the Prime Contract is longer, we reserve all rights to additional compensation, if any, for such extended period.**

Section 5, Item 10 — In line 3 add the following new sentence after “under this Subcontract.”: “Such lien waivers may be made conditional upon payment.” In line 11, before “Subcontractor agrees...” add “Provided Contractor makes timely payment of all undisputed sums due under the Subcontract,...”. Delete the eighth sentence.

Subcontractor cannot have an unlimited obligation to address liens or other claims from its lower tier subs/suppliers if it is not paid undisputed amounts on a timely basis.

Section 5, Item 11 — In line 3, after “and/or materials,” delete “until completion and final acceptance by the Owner” and replace with “while on site”. In line 5 add the following new sentence after “directed by

Contractor.”: “Notwithstanding the foregoing, Subcontractor shall only assume the risk of loss and damage for any and all materials, equipment, tools, and any other components of its Work to the extent such loss or damage is caused by Subcontractor, its subcontractors, employees, agents and suppliers.”

Section 5, Item 12 — In line 2, after “explosion,” add “epidemics, pandemics,”. In the sentence add at end: “..., except to the extent that Contractor is entitled to damages or expenses from the Owner. Further, Subcontractor shall be entitled to an extension of the times for completion of the Subcontract Work.”

Section 5, Item 13 — In line 3 add the following new sentence after “of this Subcontract.”: “Such releases of liens and claims may be made conditional upon payment.”

Section 5, Item 14 — In line 3, after “withhold” add “undisputed”.

Section 5, Item 18 — In line 5 add the following new sentence after “question.”: “Such releases and lien waivers may be made conditional upon payment.”

Section 5, Item 20 — Change first sentence to delete “may judge that the progress of the project will permit” and replace with “and Subcontractor mutually agree”.

The Schedule for the Work should be a joint effort and mutually agreed upon.

Section 5, Item 25 — In line 1, before “To indemnify...” add “Unless a particular design, process or product of a particular manufacturer or manufacturers are required by the Contract Documents, ...”.

Section 9 — In line 1, after “the Subcontractor fail” add “for reasons within its control”. In line 4, after “in any other” add “material”. In line 6, delete “or to the foreman in charge of the work,”. In line 8, delete “tools” and “equipment”. In line 10, after “agrees that the” add “direct project-related”. In line 14, delete “tools”, “machinery” and “other equipment”.

This Rider amend and is incorporated into the Subcontract between the parties.

EXECUTED THIS ____ DAY OF _____, 2021.

FANN CONTRACTING, INC.

DYK INCORPORATED

By:

By:



May 17, 2021

**RE: PROPOSAL NUMBER P18-116
INTERMEDIATE PUMP STATION PROJECT
PRESCOTT, ARIZONA
TWO (2) 6.0 MG TYPE III TANKS
BID DATE: MAY 10, 2021 AT 3:00 PM MT.**

Preload is pleased to offer you our proposal for the above referenced project.

Preload is **approved as a base bid** Prequalified Tank Manufacturer for the design and construction of the prestressed concrete storage tank as specified in Section 33 16 23 AWWA D110 Type III Prestressed Concrete Water Tank. Further, we are a plan holder and acknowledge receipt of Addendum Number 1.

Safety is a **Core Value** throughout the Preload organization. We will provide additional safety information as required for the project including resumes of our key personnel at your request.

Preload appreciates the opportunity to provide you with a proposal for the project. Please contact us with any questions regarding the project or our proposal.

Sincerely,

PRELOAD, LLC.

A handwritten signature in blue ink, appearing to read "W. Cooksey", written over a horizontal line.

**William R. Cooksey, PE
Vice President of Sales**

Attachments:

- Excavation Sketch
- Crane Layout
- Schedule
- Superintendent Resume
- Contract Markups and Clarifications
- Level Transmitter Cutsheet Recommendation



PROPOSAL

Preload, LLC ("Subcontractor") provides the following proposal to you ("Contractor") for the two (2) 6.0 Million Gallons AWWA D110, Type III water storage tanks for the aforementioned project in Prescott, Arizona in accordance with the Owner's Plans and Specifications issued by Brown and Caldwell of Phoenix, Arizona dated March 2021 and Geotechnical Report prepared by Engineering & Testing Consultants, Inc. dated January 11, 2021:

A. PROPOSED WORK BY SUBCONTRACTOR:

Subcontractor proposes to provide all design services, supervision, labor, materials, and equipment required to complete the prestressed concrete storage tank(s) in accordance with the Owner's Plans, Specifications, Addenda and Geotechnical Report issued for this project. Specifically, Subcontractor proposes to provide the following:

1. **Time for Completion** – Subcontractor will complete submittals, including design calculations and drawings prepared by one of our professional engineers registered in the State of Arizona, within forty-five (45) working days after receipt of a fully executed subcontract agreement. Subcontractor will mobilize and commence construction of the tank within thirty (30) calendar days from receipt of notification that Subcontractor's submittals have been approved, but no earlier than 10 calendar days after receipt of a completed premobilization checklist verification from the Contractor validating that the site is ready for tank construction. As defined by Subcontractor proposes to complete the construction of the tank, ready for piping connections and testing, within:

Thirty (30) Weeks Working Time for Simultaneous Construction

The completion time stated above excludes any extension of time as necessitated by a winter shutdown, if required, and delays occasioned beyond the control of Subcontractor.

The pricing in this proposal is contingent on Subcontractor being able to commence work on site no earlier than October 1, 2021 and no later than November 15, 2021.

2. **Scope of Work** – Subcontractor will provide two (2) 6.0 MG AWWA D110, Type III wire-wound, prestressed concrete tanks with specific dimensions as follows:

171'-0" Inside Diameter (ID) x 35'-0" Side Water Depth (SWD)

Subcontractor's tank is designed and constructed to meet or exceed the requirements of the Owner's Plans, Specifications and Addenda as well as the latest revision of the ACI 372 Report, the AWWA D110 Standard and state and local building codes and includes the following:



- i. Concrete Membrane Floor with:
 - 1. 3'-0" x 3'-0" x 6" Deep Concrete Sump
 - 2. 10.0'L x 6.0' x 7.5' Deep Overflow Catch Basin (Beyond Tank Footing OD)
- ii. **AWWA D110 Type III** Wire-Wound, Prestressed Concrete Wall with Steel Shell Diaphragm.
- iii. Concrete Dome Roof with:
 - 1. One (1) 4'-0" x 8'-0" Access Hatch with Concrete Curb
 - 2. Two (2) 3'-0" x 3'-0" Access Hatch with Concrete Curb
 - 3. One (1) 36" Diameter Dome Center Vent
 - 4. Handrail Around each Access Hatch
 - 5. Three (3) 6" Stainless Steel Dome Sleeve.
 - 6. Two (2) Dome Safety Anchors.
- iv. Standard Accessories:
 - 1. Interior Ladder with Safety Climb Device for Dome Hatch
 - 2. Exterior Staircase. Contractor will be responsible for the installation of the concrete landing.
 - 3. One (1) 43" Outside Diameter Stainless Steel Wall Manhole
 - 4. One (1) Interior Ladder and Grab Bar at Manhole
 - 5. Anti-Vortex Baffle located at Outlet Pipe.
 - 6. Float Activated Level Gage per Project Drawing M-114A.
- v. Piping:
 - 1. 24" Diameter DIP Overflow Pipe furnished and installed beginning with the Flanged Screen end outside the exterior of the tank wall and terminating at the top elevation of the interior overflow weir box. Piping to be encased in concrete as detailed on Project Drawing M-113A.
 - 2. 24" Diameter DIP Inlet Pipe furnished and installed beginning with the Flanged end approximately 1'-0" outside the exterior of the tank wall at elevation 5136.25' and terminating inside the tank at a 90-degree bend at elevation 5122.50' as detailed on Project Drawing M-110A and Project Drawing C-401.
 - 3. 36" Diameter DIP Inlet Pipe furnished and installed beginning with the Flanged end approximately 1'-0" outside the exterior of the tank wall at elevation 5123.00' and terminating inside the tank with the Tideflex mixing system as detailed on Project Drawing C-401.
 - 4. 36" Diameter DIP Tank Interconnection Pipe furnished and installed beginning with the Flanged end approximately 1'-0" outside the exterior of the tank wall at elevation 5123.00' and terminating inside the tank approximately 1'-0" with a plain end pipe.
 - 5. 36" Diameter DIP Outlet Pipe furnished and installed beginning with the Flanged end approximately 1'-0" outside the exterior of the tank



wall at elevation 5123.00' and terminating inside the tank approximately 1'-0" with a plain end pipe.

6. 18" Diameter PVC Stilling Well furnished and installed from dome roof sleeve and terminating near finished floor.
7. 8" Diameter DIP Drain Pipe furnished and installed beginning 6" below tank floor at center sump at elevation 117.5' and terminating 5'-0" beyond tank footing at a plain end pipe at elevation 5114' as detailed on Project Drawing M-113A.

vi. Coatings:

1. Exterior Coating – Standard exterior above-grade architectural decorative coating system consisting of 1 coat of Natina Coating in a manufacturer's standard color to be chosen by the Owner.
2. Interior Coating – None Specified

vii. Testing:

1. Material Testing – All concrete and shotcrete mix designs and on-site concrete and shotcrete testing as required to complete the work in accordance with the requirements of ACI and AWWA documents as well as the Owner's Specifications, unless such testing is responsibility of the Owner.
2. Leakage Testing – Refer to Section E herein.

viii. Concrete for Tank Construction

1. Subcontractor complies with AWWA D110 and takes exception to certain requirements contained in Section 03 30 00 of the Specifications. This proposal is conditioned upon Contractor and Subcontractor reaching a mutual agreement on certain revisions to those requirements.
2. Subcontractor takes exception to the construction joint preparation procedures, as stipulated in Article 3.06.B.1 of Section 03 30 00 of the Specifications. Subcontractor shall employ its standard procedures for preparing construction joints in the dome roofs, while maintaining all AWWA D110 standards.

ix. Level Transmitter Recommendations per Q33-Addenda #1

1. Drexelbrook Universal II Series Level Transmitter. (**See attached Cutsheet**)

B. ITEMS TO BE FURNISHED OR PERFORMED BY CONTRACTOR:

This proposal is based on the following items being provided to Subcontractor by Contractor in connection with the construction of the tank:



1. GENERAL:

- i. **Permits and Licenses:** All building permits and/or temporary construction permits required by any local, state and/or federal authority for any part of Subcontractor's work shall be provided and paid for by Contractor (or others). In addition, any bonds or security deposits required by any such authority to permit performance of Subcontractor's work shall be provided and paid by Contractor (or others).
- ii. **Layout and Survey:** All layout and survey work required to locate the center of the tank, tank piping locations, elevations and grades required for tank construction shall be provided.
- iii. **Employee and Vendor Parking:** Contractor to provide ample room for Subcontractor's employees, employees of suppliers, and third tier subcontractors associated with Subcontractor's work. Parking shall be located as close to the new tank construction site as practical.
- iv. **Construction Electricity:** Uninterrupted temporary electric service shall be provided throughout the construction of the tank. A 100-amp, single phase, 120/240-volt source is needed for temporary service. Include an outdoor electrical panel with a minimum of 12 circuits with a 100-amp main circuit breaker. Provide 120-volt power for 4-GFCI, 20-amp, duplex receptacles in an aluminum bell box and in-use covers. Each receptacle must be supported by a 20-amp breaker. In addition, include one 2-pole 50 -amp breaker connected to a weatherproof 60 -amp, 120/240 -volt, twist-lock female, center pin ground with approximately 3' of 4 conductor #4 service cord. In addition, connection of Subcontractor's office trailer to electrical power shall be completed.
- v. **Construction Water:** An adequate supply of potable water under pressure for curing and concrete wash down shall be provided throughout the construction of the tank within 100' of the tank. A 1" diameter line with a minimum pressure of 40 psi will be sufficient to fulfill this requirement.
- vi. **Washout Pits:** Provide One (1) 10' x 10' x 4' deep washout pit(s) as a designated area for placing spoils generated by concrete trucks, concrete pump trucks, shotcrete rebound spoils and general concrete debris. Remove all spoils/debris from site after tank construction. If Contractor is unable to provide a washout pit, a similar option should be provided to Subcontractor.
- vii. **Waste Removal:** Minimum 20-30 Cubic Yard dumpster(s) onsite as needed throughout the duration of construction for normal construction debris and removal. Subcontractor shall coordinate with an authorized Contractor's representative to empty and replace dumpsters as needed.



- viii. **Temporary Facilities:** Temporary sanitary portable facilities onsite for use by Subcontractor's personnel throughout the duration of the project. A minimum of One (1) portable toilet designated for female use only and one (1) unisex portable toilet shall to be located within 100 feet of the working area or office trailer. Final location and quantity of temporary facilities shall be field determined based on crew size, make up and site conditions as per OSHA requirements. Adequate handwash stations shall be provided. Contractor shall maintain temporary facilities as required.
- ix. **Miscellaneous:** All work not specifically described in Section A herein, as "*Proposed Work by Subcontractor*" shall be provided by Contractor.

2. SITE WORK:

- i. **Site Conditions:** All demolition and removal of existing structures as noted on the project drawings, including, but not limited to, removal and/or relocation of all below grade or overhead utilities as required by OSHA regulations and to complete the work in accordance with Subcontractor's proposal. This work shall be completed prior to mobilization by Subcontractor.
- ii. **Erosion Control:** All installation, maintenance and removal of erosion control shall be provided as well as all storm water pollution prevention plans (SWPPP) as required by the Owner's Plans, Specifications, Addenda and local, state and federal agencies.
- iii. **Clearing:** All trees, shrubs, brush, stumps, roots, and other unsuitable material shall be removed to a minimum distance of [twelve/other] (12/XX) feet outside the edge of the tank foundation, plus additional areas as necessary for the tank construction. All overhead and underground utilities, structures, deleterious materials, and/or obstructions located within the proposed tank construction area or the zone of influence under the proposed tank shall be removed and/or relocated including all demolition work required. All tree and/or slope protection as required shall be the responsibility of the Contractor.
- iv. **Excavation:** Excavation for the tank shall be carried out a minimum five (5) feet horizontally past the outside diameter of the tank footing (cut diameter = 185'±) to the lower of the following:
 - 1) Uniform elevation 5114.75', or,
 - 2) To the depth necessary to strip the site of all topsoil, vegetation, organic matter and generally unsuitable soils.

Excavation shall be laid back on stable side slopes in accordance with OSHA regulations and shall be performed in accordance with the Owner's Plans, Specifications, Addenda and Geotechnical Report. Excavation



support systems or measures needed to protect the integrity of nearby structures during excavation shall be designed, installed, maintained and removed by the Contractor, as required. Additional excavation will be required for under-floor pipe installation. Contractor shall also provide and maintain fall protection (i.e. guardrail systems, fences or barricades) at or around the open edge of an excavation 6 feet or more in depth, for the duration of the Subcontractor's work.

- v. **Subgrade Preparation:** Preparation of the excavated subgrade shall be in accordance with the Owner's Plans, Specifications, Addenda and Geotechnical Report. The exposed subgrade shall be inspected and approved by the Engineer for suitability of the foundation loads anticipated prior to the placement of any fill material. The tank subgrade, and the Fill and Base Leveling Course described herein, shall be prepared by the Contractor to accommodate a minimum 3,500 psf of contact pressure with tolerable total and differential settlements as stated in the Geotechnical Report and per ACI 372 recommendations.
- vi. **Perimeter Drain:** All perimeter drains/underdrain systems shall be furnished, installed and daylighted per the Owner's Plans, Specifications, Addenda and Geotechnical Report.
- vii. **Fill Placement:** Following subgrade preparation, Contractor shall furnish, install, compact, and test in place, Aggregate Base in accordance with the Owner's Plans, Specifications, Addenda and Geotechnical Report or in 8" thick loose lifts compacted to 95% Modified Proctor Density; whichever is more stringent. Compacted fill shall be placed to the underside of the leveling course to elevation 5116.75' under the tank floor and elevation 5117.00' under the tank perimeter footing.
- viii. **Granular Leveling Base:** After subgrade preparation and fill placement is complete, install a geotextile fabric Mirafi 1100N, LINQ 125EX (or equal) to cover the entire tank footprint. Furnish, install, and compact, the Granular Leveling Base consisting of a minimum 12" thick well graded, stable, and compactable angular or sub-angular rock with a 3/4" maximum size downward and a maximum of 8% passing the No.200 sieve. Fine grade this leveling course to the following elevations:



1. Under Floor: EL. 5117.75'
2. Under Perimeter Footing: EL. 5118.00'

The leveling course shall be placed and compacted to a tolerance of +0" to - 1/2". 1/2". Contractor shall provide an as-built survey upon completion of the leveling course installation. The as-built shall include, but not be limited to, elevation shots in a 10ft. x 10ft. grid across the entire tank footprint.

- ix. **Construction Roads, Track and Work Areas:** Construction Roads, Track and Work Areas shall be in accordance with the attached Crane & Casting Bed Layout Drawing prepared by Subcontractor. The leveling course shall be extended out twelve (12) feet past the outside of the tank footing. The outer twelve (12) feet may/can be constructed of larger (2" to 3") rock or recycled concrete to provide for an ALL-WEATHER Track for heavy equipment and personnel at elevation 5117.50' around the entire tank perimeter. The perimeter Track shall be installed on filter fabric.

All construction roads shall be constructed to facilitate construction of the Subcontractor's Work and shall be stable at all times and during ALL-WEATHER conditions. These construction roads shall be capable of supporting heavy loads such as loaded concrete trucks, large capacity hydraulic cranes, prestressing equipment, etc. The Construction Roads shall be not less than 12'-0" wide and shall not be sloped more than 12% into the tank excavation. Construction Roads shall be constructed of a minimum of a 6" thick layer of crushed stone or recycled concrete underlain with filter fabric on a compacted subgrade, starting at the Construction Entrance. The Construction Entrance should include all applicable traffic controls as necessary per the Contract Documents and local DOT standards. All construction roads shall be maintained by the Contractor for the duration of the Subcontractor's work to avoid delays to the Work.

The Construction Roads and Track shall be as shown on the attached Crane Layout Drawing prepared by Subcontractor. These roads are detailed on the proposed site and crane layout drawings provided by Subcontractor and may be shown to extend beyond the boundaries described herein to include areas for staging, concrete truck access to panel beds and washout, parking, and unloading areas etc.

The Construction Roads described above should perform under ALL--WEATHER conditions and precipitation amounts that can be reasonably expected in the area. While Subcontractor will not dictate the exact materials and thicknesses to be used, we can recommend that the roads are to be constructed of a compacted, well graded, stone base on filter fabric. Materials and road thickness will be dictated by factors including existing soil conditions, expected weather throughout tank construction, expected traffic volume, etc. If at any time the roadways become unusable to the construction crews and construction traffic referenced above, the



contractor must immediately repair (within 24 hours upon written or verbal notice) to a working condition acceptable to Subcontractors site or Project Management. Repairs may include regrading, dewatering, excavation of unsuitable materials, or placement of additional material. Any repair or remediation work is to be performed so as to minimize any downtime or disruption incurred by Subcontractor and shall be performed at no additional cost to Subcontractor.

A staging area shall be provided for use during construction of the tank to facilitate construction material storage and staging. A clear area, free of overhead obstructions stable under all weather conditions and approximately 5,000 SF will be sufficient to fulfill this requirement. This area shall be constructed of a compacted, well graded, 6" thick stone or recycled concrete base on filter fabric.

- x. **Crane Pads and Casting Beds:** Crane Pads and Casting Beds shall be in accordance with the attached Project Crane Layout Drawing prepared by Subcontractor. Six (6) crane pad(s) locations shall be prepared integrally with the perimeter work road around the tank. The crane pad(s) will be laid out in the field by Subcontractor's Project Manager and shall be approximately 32' x 32' and be prepared to support hydraulic truck crane. Additionally, twenty (20) casting bed area(s) approximately 19' long by 43' wide shall be prepared. The casting bed location shall be installed near the crane pad(s) and adjacent to the perimeter work road. The casting area should only have the topsoil removed and underlying native soils rolled and compacted.
- xi. **Dewatering/Sheeting:** All sheeting, shoring, embankment, dewatering, pumping, and natural drainage as required to protect the tank site construction area and to maintain all such facilities during the course of Subcontractor's work to ensure a dry, accessible area for Subcontractor's construction operations. The tank floor is NOT designed to tolerate any uplift pressure.
- xii. **Shotcrete and Concrete Debris:** Removal of shotcrete rebound, and miscellaneous concrete debris is not included in Subcontractor's proposal price and shall be included by the Contractor as part of the final cleanup of the site.
- xiii. **Finish Site Work:** All finish site work shall be provided including foundation drains, backfill, finish grading, landscaping and restoration.



3. **TANK WORK:**

- i. **Underfloor Tank Piping:** All exterior and under floor piping shall be furnished, installed with underfloor concrete encasement. Underfloor piping to begin with a plain end pipe approximately 2' outside the tank foundation. Pipe encasements to terminate at exterior edge of the tank footing. All Piping to terminate near the finished floor elevation as detailed below. Contractor responsible for all couplings, valves, fittings, accessories needed to tie underfloor pipe to distribution piping.
 1. Pipe encasement shall be installed in accordance with Preload drawings with smooth finished horizontal top surface and waterstop centered on the riser pipe section at proper mid-bulb height.
 2. One (1) 8" Diameter Drain Pipe terminating 6" below the finished floor elevation at a sump.
- ii. **Mechanical and Electrical:** All mechanical and electrical work shall be provided including, but not limited to, level sensors, switches, pumps and accessories.
- iii. **Miscellaneous Metal Items:** All miscellaneous metal items not specifically listed in Section A, "*Proposed Work By Subcontractor*" shall be provided, including all labor, materials and other costs.
- iv. **Disinfection & Testing:** Following completion of the tank, the structure shall be disinfected & tested in accordance with the Project Specifications. The Contractor shall provide all items associated with liquid tightness testing including, but not limited to, test water, plugging of all openings and pipe sleeves, conveyance of water, chlorination, dichlorination and disposal of test water (if required) and other items and incidentals necessary for the work.

C. **PRICE:** Subcontractor agrees to perform the aforementioned work in accordance with the requirements of the project and the terms of this proposal for the lump-sum price of:

Two (2) 6.0 MG Type III Ground Storage Tanks (Base Price)	\$6,725,000
Tank Sitework	\$747,000
Total	\$7,472,000
Overflow Drop Structure (Deduct)	\$108,000
Crystalline Waterproofing Admixture (Deduct)	\$81,000
Shrinkage Reducing Admixture (Deduct)	\$81,000
Total Deducts	\$270,000



The above pricing is contingent on Subcontractor being able to commence work on site within the time stipulated in Section A.1 of this proposal. In the event Subcontractor's commencement of on-site work is delayed beyond such time as stipulated in Section A.1, Subcontractor may be required to incur additional costs of performance for temperature control required due to anticipated warmer or colder weather caused by such delay. Therefore, in the event of such delay, Contractor shall reimburse Subcontractor for the actual cost of adding temperature control to concrete and shotcrete as deemed necessary by Subcontractor in the performance of its work.

- D. COMMENCEMENT:** The Contractor agrees to provide the completed site work including the subgrade preparation, construction roads, track and laydown area prior to mobilization and return Subcontractor's Premobilization Checklist with all required items completed. The stated time for completion does not include allowances for delays by Contractor, poor weather conditions or other unforeseeable conditions beyond the control of Subcontractor. Depending on the start date, it may be necessary to shut down the tank building operations for the winter.
- E. SUPERVISION:** This Proposal includes supervision during this Subcontractor's work only and does not include supervision during the work of any other party. Further, this proposal does not include supervision by Subcontractor of leakage testing and/or disinfection. Subcontractor can provide personnel to observe the pre-tank and/or post-tank sitework activities pertaining to the tank and/or the disinfection and leakage testing if so desired by the Contractor for an **additional price of \$4,000 per 40-hour week**. The Contractor should establish the amount of time that it will require Subcontractor to be on site observing these activities and carry the cost of this service in its bid price.
- F. PAYMENT TERMS:** Subcontractor's proposal is based on submittal of monthly invoices for the work and payment of those invoices less 5% retainage no later than thirty (30) days after submittal of invoice. In instances where Contractor's retainage is reduced on the project, Subcontractor's retainage shall be reduced by the same percentage reduction. Final retainage for the work is due within thirty (30) days after successful completion, testing and acceptance of the work. If the testing or acceptance of the work is delayed for any reason not attributable to Subcontractor, the balance shall be paid within thirty (30) days of the date when the work is completed and ready for inspection or testing. All payments should be sent to the attention of Subcontractor's accounting department at Preload, LLC, 4000 Tower Road, Louisville, Kentucky 40219. All overdue payments shall bear interest of 0.05% per calendar day (18.25% per annum) on all overdue amounts, in dispute or otherwise, until paid.
- G. LIQUIDATED DAMAGES:** Subcontractor assumes responsibility for liquidated damages, in an amount to be successfully negotiated prior to contract execution, and only to the extent the delays are directly and solely caused by Subcontractor, and only if assessed by Owner. This is the full extent of damages for which Subcontractor will be held liable for delay.



- H. WORKING HOURS:** This proposal is based on performing the afore mentioned work during normal business hours and for 40 hours per week. To perform the work, Subcontractor will require uninterrupted access to the site Monday through Friday during the hours of 6:30 am to 6:30 pm, unless otherwise agreed to in writing. Work on Saturday or Sunday may be required for certain construction operations and will be agreed upon by Contractor, Owner and Subcontractor prior to commencement of the work based on scheduling requirements.
- I. LABOR:** Subcontractor is a nonunion contractor. This proposal is based on performance of the work in accordance with all federal, state and local regulations using Subcontractor's own forces with nonunion labor and wages in accordance with all applicable state and local regulations. Subcontractor has not included any costs for performance of the work with union or contract labor, and Subcontractor will not agree to any labor or union agreements in connection with the performance of the work, other than "Project Only" agreements.
- J. INSURANCE:** Upon request, Subcontractor will provide proof of insurance covering Worker's Compensation and General and Automobile Liability.
- K. INDEMNIFICATION:** To the fullest extent provided by law, Subcontractor shall pro rata indemnify and hold harmless the Owner and Contractor, and their agents and consultants, from and against all claims, damages, losses and expenses, direct or indirect, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury or destruction to tangible property and is caused by a negligent act or omission of Subcontractor, or its subcontractors, or any one directly employed by them to perform or furnish work, but only to the extent arising out of or caused by the negligence or omission of Subcontractor, or its subcontractors, or any one directly employed by them to perform or furnish the work. Where such damages are caused in part by the negligence or fault of the Contractor or anyone indemnified hereunder (Indemnatee), the Contractor/Indemnatee shall bear any losses or damages to the extent of such negligence or fault. Subcontractor is not responsible for the portion of such damages caused by Contractor/Indemnatee or any third party.
- L. TAXES:** Subcontractor has excluded taxes for this project in accordance with Addendum #1.
- M. BONDING:** Subcontractor has not included the cost of bonds in the price. At Contractor's request made prior to the execution of a subcontract agreement, Subcontractor can provide performance and payment bonds for the work at the rate of \$6.00/ \$1,000 of subcontract agreement value.
- N. WARRANTY:** Subcontractor warrants all goods and services provided under this proposal against defects in materials and workmanship in accordance with the requirements of the Owner's Specifications.



- O. CHANGES IN SCOPE OF WORK:** Any additions, deletions or changes to the scope of this proposal will be subject to a change to the proposal price.
- P. ACCEPTANCE PERIOD:** Subcontractor's pricing, terms and conditions will remain open for acceptance for 60 calendar days from the date of this proposal. Within this period, Subcontractor must receive an executed subcontract agreement along with a copy of Subcontractor's signed proposal by the Purchaser. Any delays in execution of said subcontract agreement will be subject to review and revision of terms, conditions, and pricing to reflect any changing construction schedules as well as changes in material prices and labor conditions. Subcontractor's pricing is based on Contractor's acceptance of Subcontractor's proposal terms. Subcontractor requests that Contractor sign Subcontractor's proposal to indicate acceptance or incorporate Subcontractor's proposal into any subcontract agreement Contractor proposes. The only alternate to this proposal as the full subcontract agreement is ***AIA Document A401-2017, Standard Form of Agreement Between Contractor and Subcontractor, or the Subcontract Agreement proposed by Contractor, revised as mutually agreed upon***, incorporating this proposal. Refer to Subcontractor's Exceptions to Subcontract Agreement. In the event of a dispute or discrepancy between this proposal and any subcontract agreement, this proposal shall govern. Subcontractor reserves the right to negotiate or reject any or all terms of any subcontract agreement.

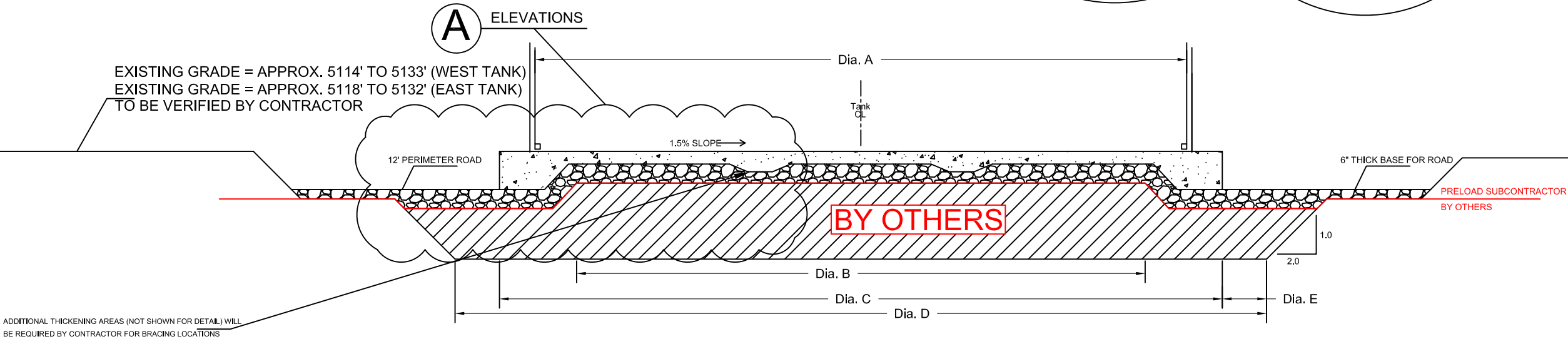
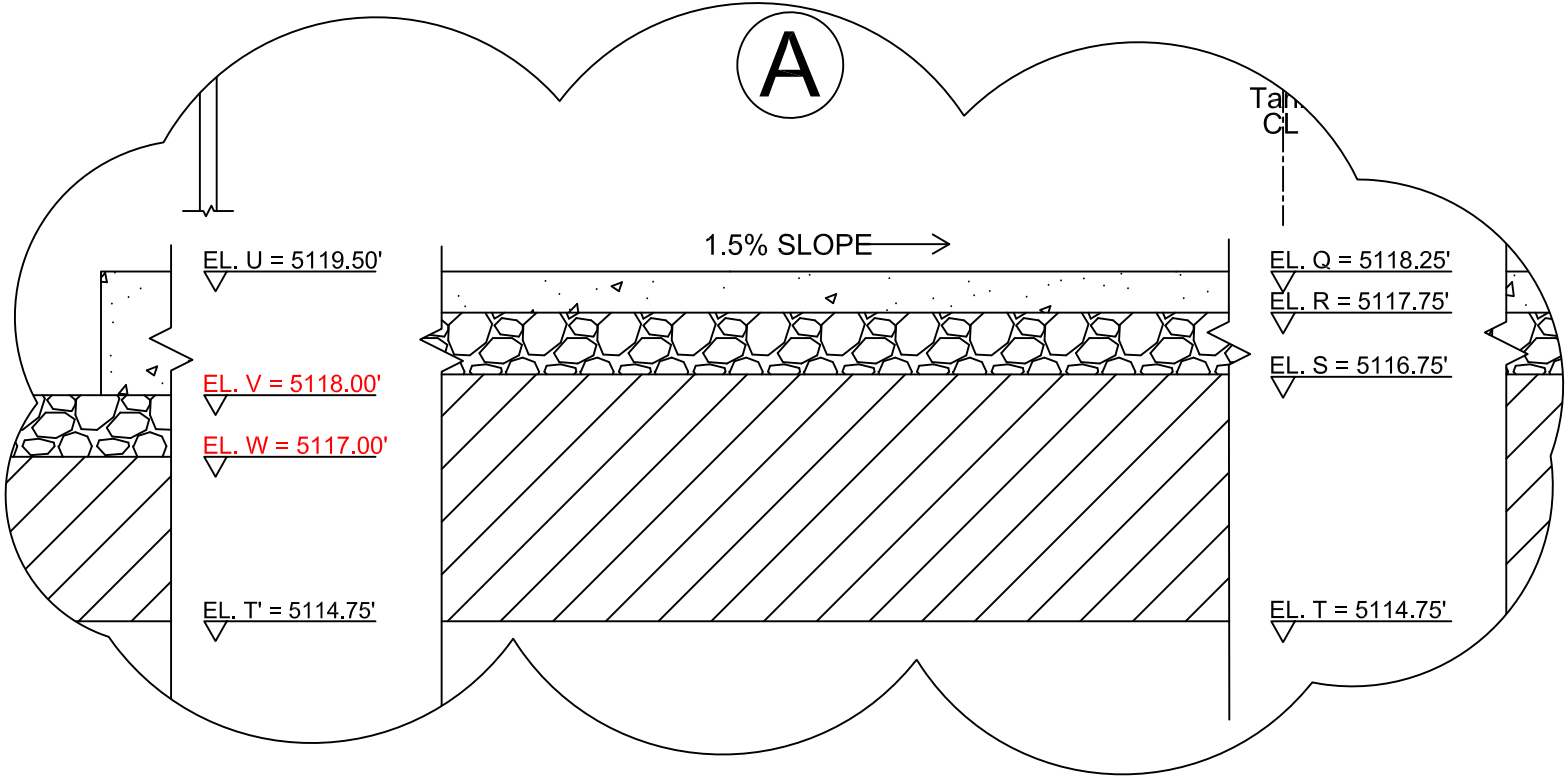
ACCEPTED BY:

_____ (Company Name)
_____ (Name/Title)
_____ (Signature)
_____ (Date)

PRELOAD, LLC.:

_____ (Name/Title)
_____ (Signature)
_____ (Date)

- 4
- CONCRETE FOOTING & FLOOR

LEVELING BASESELECT FILL (AGGREGATE BASE PER GEO)

NOTES:

1. ALL EXCAVATION SLOPES/BRACING TO MEET OSHA STANDARDS
2. AFTER STRIPPING THE SITE OF ALL TOPSOIL, ROOTS, EXISTING FILL AND OTHER DELETERIOUS MATERIALS, EXCAVATE TO THE LOWER OF (A) OR (B):
- A. TO ELEVATION 5114.75' UNDER THE 6" FLOOR AND 24" FOOTING.
- B. TO THE DEPTH NECESSARY TO REACH COMPETENT SUBGRADE POSSESSING THE SPECIFIED ALLOWABLE BEARING CAPACITY OF AT LEAST 3,500 PSF
3. EXCAVATION, PROOFROLLING AND PREPARATION OF THE EXPOSED SUBGRADE SHOULD BE IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND ALL PROJECT ADDENDUM.
4. UPON EXCAVATION AND APPROVED SUBGRADE, PROVIDE, PLACE AND COMPACT AGGREGATE BASE TO THE UNDERSIDE OF THE FILTER FABRIC & LEVELING BASE MATERIAL LAYER IN ACCORDANCE WITH THE PROJECT DOCUMENTS.
5. PLACE MINIMUM 12" LEVELING BASE OVER FILTER FABRIC AND UPON AGGREGATE BASE MATERIAL TO WITHIN + OR - 1/2 INCH OF FINAL GRADING.
6. COMPACT 6" LAYER OF LEVELING BASE OVER LAYER OF FILTER FABRIC FOR 12' PERIMETER RD AROUND TANK PERIMETER
7. DRAWING REPRESENTS TYPICAL EXCAVATION ELEVATIONS. SUMPS & UNDERFLOOR PIPING ENCASEMENTS PER PROJECT DRAWINGS. (REFERENCE PLAN SHEETS M-112A & 113A)
8. THIS DRAWING IS FOR BIDDING PURPOSES ONLY & DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL PLANS, SPECS, GEOTECHNICAL REPORTS AND PROJECT ADDENDUM. FINAL DRAWINGS WILL BE ISSUED WITH COMPLETION OF FINAL TANK DESIGN DURING PROJECT SUBMITTALS PROCESS.

EXCAVATION ELEVATIONS AND DIAMETERS					
DIM	DIM		EL. ID	ELEVATION	DESCRIPTION
A	171'-0"		Q	5118.25'	FINISH FLOOR ELEVATION AT TANK CENTER
B	167'-11"		R	5117.75'	TOP OF LEVELING BASE UNDER TANK CENTER
C	175'-2"		S	5116.75'	BOTTOM OF LEVELING BASE/TOP OF SELECT FILL UNDER TANK CENTER
D	185'-2"		T	5114.75'	BOTTOM OF EXCAVATION UNDER TANK CENTER
E	5'-0" MIN		U	5119.50'	FINISH FLOOR ELEVATION AT TANK PERIMETER
			V	5118.00'	TOP OF LEVELING BASE UNDER PERIMETER FOOTING
			W	5117.00'	BOTTOM OF LEVELING BASE/TOP OF SELECT FILL UNDER PERIMETER FOOTING
			T'	5114.75'	BOTTOM OF EXCAVATION UNDER PERIMETER FOOTING

COPYRIGHT INFORMATION:
THE INFORMATION CONTAINED IN THESE DRAWINGS ARE THE SOLE PROPERTY OF PRELOAD, LLC AND PROTECTED BY COPYRIGHT. ANY REPRODUCTION OR DISTRIBUTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF PRELOAD, LLC IS PROHIBITED.

PRELOAD

NEW YORK – KENTUCKY – TEXAS
www.PRELOAD.com

SITE EXCAVATION
SKETCH—(2) 6.0 MG
GST

PRESCOTT, AZ

PRESCOTT, AZ GST
ONE (2) 6.0 MG
CONCRETE WATER
STORAGE TANK

REV	DATE	COMMENTS
R1	05/14/2021	MATERIAL DELINEATION

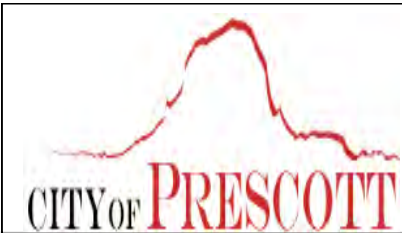
NTS

DATE: 05/04/2021	DRAWN: TDM	
CHECKED:	APPROVED:	DESIGNED:

JOB NUMBER:
P18-116

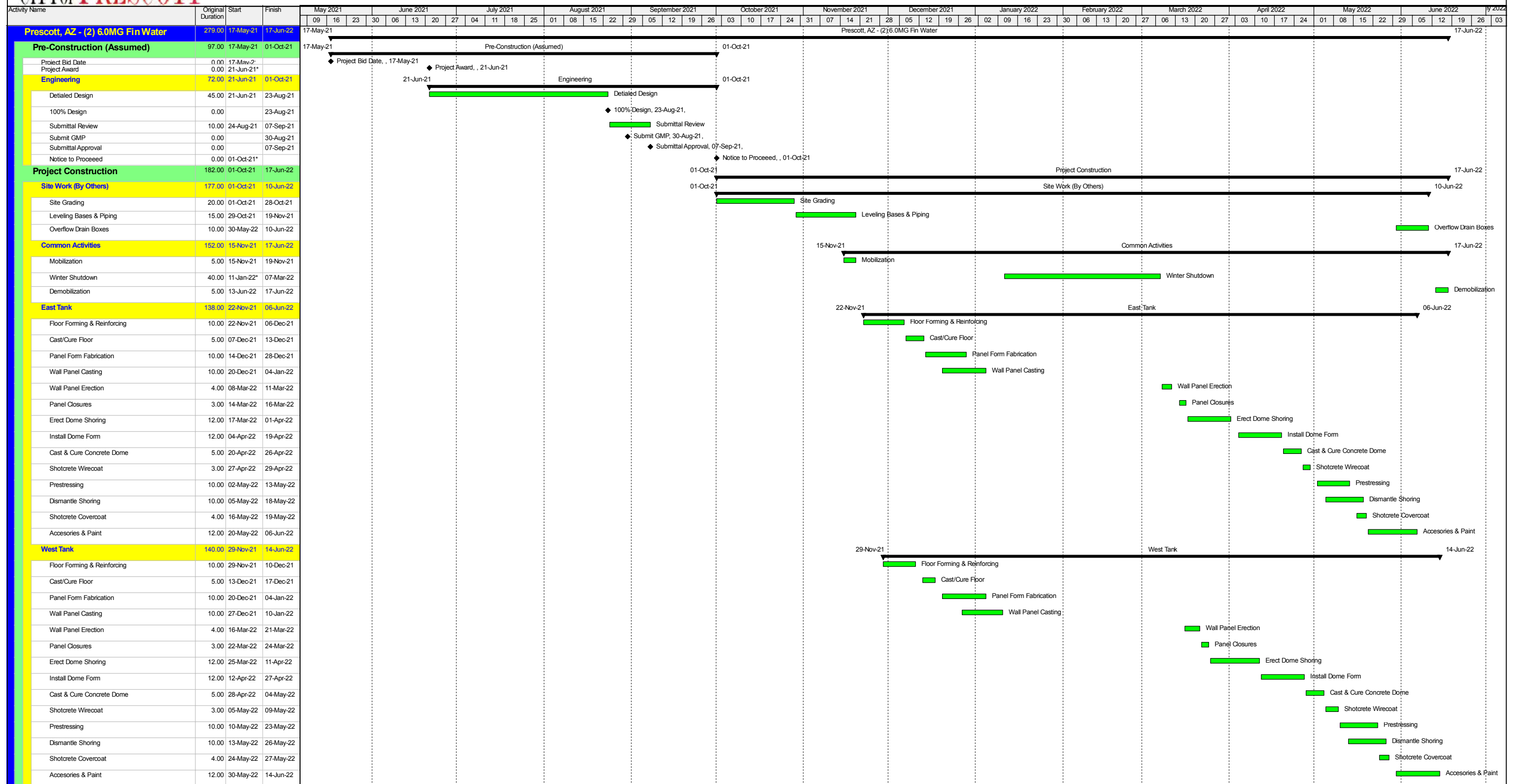
SHEET NUMBER:
1 OF 1

187



SCHEDULE

City of Prescott Water Production Facility
Intermediate Pump Station Project
(2) 6,000,000 Gallon Finished Water Tanks
Prescott, AZ



 Actual Work  Milestone
 Remaining Work  Summary
 Critical Remaining Work

Notes: *Schedule is dependent on Project Award & Notice to Proceed dates which are estimated.



3. PRELOAD PROJECT TEAM



DANIEL ALMANZA JR.
PROJECT MANAGER

Project Manager with over 25 years of construction management experience. Responsible for monitoring the progress of the projects and keeping it on track from a time standpoint. Makes sure the workers are qualified and knowledgeable about their roles and makes assignments according to skill sets.

Daniel's areas of specialty are all:

- Managing job site
- Shotcrete Nozzleman
- Wire winder Operator
- Carpentry

Previous Experience

- **Preload, LLC** Louisville, KY
Project Manager, 2015 – Present
Worked on all phases of AWWA D110, Type III tanks. Experienced as Pneumatic Mortar Nozzleman, Wire Winder Operator, Carpenter Foreman, Assistant Project Manager.
- **Preload** Hauppauge, NY
Project Manager, 1995 – 2015
Responsible for construction activities and managing crew to accomplish construction on time and within budget. Oversees project from start to finish.

Partial Project Experience

- **(4) 12.0 MG Ground Storage Tanks**, Houston, TX
2019/2020/2021
- **2.0 MG Water Tank**, Yuma, AZ
2020
- **2.0 MG WRP Ground Storage Tank**, Lake Charles, LA
2020
- **(3) 0.267 MG Waste Water Treatment Plant**, Corpus Christi, TX
2020
- **(3) 21.68 MG Water Storage Tanks**, Baltimore, MD
2017-2019
Project Manager of record for (3) 21.68 MG Flat roof, baffle wall, wire wrapped water storage tank
- **(2) 13.5 MG Ground Storage Tanks**, Allen, TX
2019

Education

High School

Certifications

ACI Certified Nozzleman
Level 1 Rigger
Signal Man
Wet Mix Process
Trailer Winder
Man Lift
Scissor Lift
Competent Person
Confined Space
First Aid/CPR
Forklift Operator
OSHA 10
OSHA 30

Years of Experience

25



- **1- 6.7MG Water Storage Tank**, East Providence, RI
2016-2017
Project manager of record for a 82 SWD – 60’-30” Inlet Riser wire wrapped water storage tank
- **2- 6.5MG Water Storage Tanks**, Manchester, NH
2011-2012
Project manager of record for a total of two 6.5 MG Type III wire wrapped prestressed concrete tanks
- **5.0 MG Water Storage Tank**, Prosper, TX
2013
45’ SWD with Eccentric Pitched Floor
- **12.27 MG Open Top Tank**, Ennis, TX
2008
65’ tall Open Top
- **14 MG Water Storage Tank**, Benbrook (Tarrant co), TX
2007-2008
70 SWD Open Top



Partial Record of Experience for Daniel Almanza, Jr.

Year	Tank Information		Owner
	Size (Gal)	Description	
2019/2020/2021	(4) 12,000,000	Ground Storage Tanks	City of Houston, TX
2020	(3) 267,000	WWTP	Naval Facilities Engineering Command, Corpus Christi, TX
2020	2,000,000	WTP Ground Storage Tank	City of Lake Charles, LA
2020	2,000,000	Water Tank	US Army Corps of Engineers, Yuma, AZ
2019	(2) 13,500,000	Ground Storage Tanks	North Texas Municipal Water District
2019	3,100,000	Water Storage Tank	Suez Water Delaware, Inc.
2017/2018/2019	(3) 21,680,000	Water Storage Tank	Baltimore County Department of Public
2017	2,000,000	Water Storage Tanks	City of New Braunfels, TX
2016/2017	6,700,000	Water Storage Tanks	City of East Providence, RI
2015/2016	(2) 6,500,000	Water Storage Tank	Manchester Water Works - NH
2014	(2) 1,400,000	Water Storage Tank	Bay County Road Commission/Dept of Water
2014	1,500,000	Water Storage Tanks	Clarksville Light & Water Co. - AR
2013/2014	1,400,000	Water Storage Tank	City of Helena, CA
2013	(2) 3,000,000	Water Storage Tank	City of League City, TX
2013	5,000,000	Water Storage Tank	Town of Prosper, TX
2012	1,500,000	Water Storage Tank	City of Anthony, KS
2012	3,000,000	Water Storage Tank	City of Montrose, CO
2011	(2) 3,000,000	Water Storage Tanks	City of Amarillo, TX
2011	500,000	Water Storage Tank	City of Orange City, IA
2011	6,000,000	Raw Water Storage Tank	City of Lubbock, TX
2010/2011	4,000,000	Water Storage Tank	Town of Little Elm, TX
2009/2010	3,000,000	Water Storage Tank	City of Midlothian, TX
2009	2,000,000	Water Storage Tank	Kempner Water Supply Corporation
2009	7,500,000	Water Storage Tank	City of Schertz, TX
2008	12,270,000	65' Open Top	Ennis, TX
2008	12,500,000	Water Storage Tank	City of Houston, TX
2007/2008	14,000,000	Water Storage Tank	Tarrant Reg. Water District – McKinney, TX
2007	10,000,000	Water Storage Tanks	City of McKinney, TX
2006	2,500,000	Water Storage Tanks	City of Amarillo, TX
2006	8,000,000	Water Storage Tanks	City of Muskogee, OK - Office of City Clerk
2005	4,000,000	Water Storage Tank	The City of McCook, NE
2004	2,000,000	Water Storage Tank	Canyon Regional Water Authority
2004	(2) 1,000,000	Water Storage Tanks	Brushy Creek Municipal Utility – Williamson,
2003	1,000,000	Water Storage Tank	Harris County Municipal Utility District #358
2003	(2) 10,000,000	Water Storage Tanks	City of Corpus Cristi, TX
2002	3,000,000	Water Storage Tanks	City of Lubbock, TX
2002	6,000,000	Water Storage Tanks	City of Denton, TX
2002	5,000,000	Water Storage Tank	Zeeland Board of Public Works. MI

City of Prescott Water Production Facility – Intermediate Pump Station Project
Preload, LLC Exceptions to Subcontract Agreement

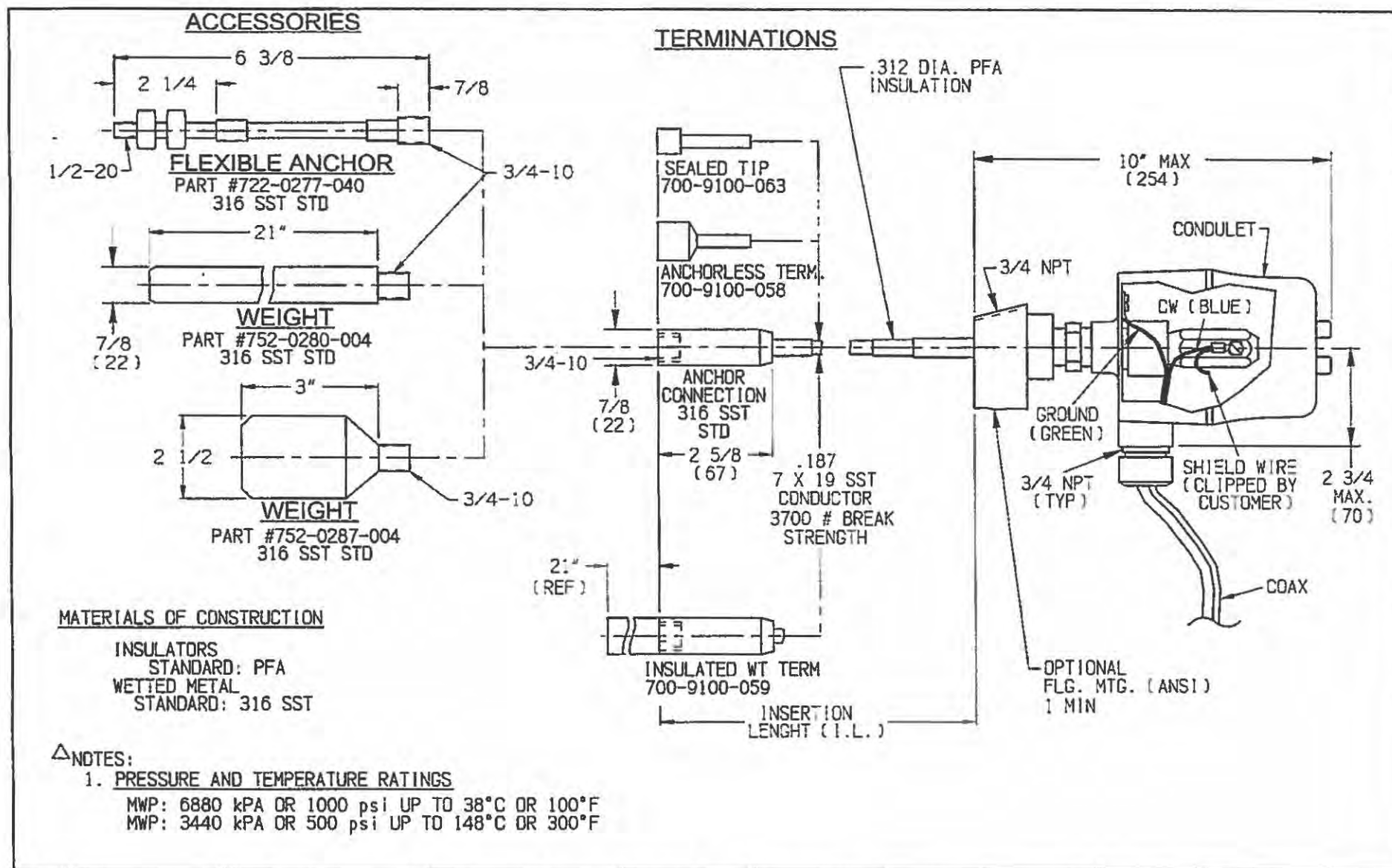
Preload, LLC's Proposal is conditioned upon the following:

- A. That a copy of the Prime Contract is provided to Preload, LLC prior to the execution of the Subcontract Agreement and that Preload, LLC finds the requirements therein, to the extent they apply to Subcontractor, to be acceptable.
- B. That the following revisions be made to the Subcontract Agreement form:
 - 1. Clarify and make consistent, in a mutually agreeable manner, the use of terms meant to refer to the Prime Contract, Contract Documents, Subcontract Documents, Owner and Engineer.
 - 2. Clarify that the term "sub-tiers" means second-tier subcontractors.
 - 3. Delete the term "underlying parties" throughout.
 - 4. Section 2: Insert "attached" before "Scope of Work".
 - 5. Section 4:
 - a. In the paragraph entitled "Final Payment", delete "the job superintendents of" and change "30 days" to "10 days".
 - b. In the paragraph entitled "Receipted Invoices and Affidavit", change the first sentence to: "As a further condition of progress payments and final payment, Contractor may require Subcontractor to furnish an affidavit of Subcontractor setting forth that all claims for labor and material due and owing have been paid."
 - 6. Section 5, item 1:
 - i. In the second sentence, change "the Prime Contract shall govern" to "this Subcontract Agreement shall govern".
 - ii. In the third sentence, change "suppliers, sub-tiers, vendors, and underlying parties" to "sub-tiers".
 - iii. Change the last sentence to read: "The Prime Contract has been provided by Contractor to Subcontractor prior to the execution of this Subcontract Agreement."
 - 7. Section 5, item 8: Add a second sentence to read: "Subcontractor shall not be required to pay sales tax, or other taxes, on materials incorporated into Subcontractor's work."
 - 8. Section 5, item 9: Change "To indemnify and hold Contractor" to "To the extent of Subcontractor's negligence or fault, indemnify and hold Contractor".
 - 9. Section 5, item 10:
 - i. In the first sentence, change "persons" to "sub-tiers and suppliers", insert "conditional" before "lien waivers", insert ", whose value of goods or services exceeds \$50,000," after persons, and insert "that are not caused by failure of Contractor to pay undisputed funds due and owing to Subcontractor", after "this Subcontract".
 - ii. In the second sentence, insert "for nonpayment by Subcontractor" after "If any claims" and insert "that are not caused by failure of Contractor to pay undisputed funds due and owing to Subcontractor" after "other than Subcontractor".
 - iii. In the sixth sentence after, insert ", resulting from nonpayment by Subcontractor that are not caused by failure of Contractor to pay undisputed funds due and owing to Subcontractor," after "stop notices".

10. Section 5, item 11: Insert “not caused by Contractor or those parties under its control, after “loss or damage”.
11. Section 5, item 12: Change the last sentence to read: “Subcontractor hereby releases and discharges Contractor to the same extent that Contractor is released and discharged by Owner in the Prime Contract for any such liability for damages and expenses caused to or sustained by reason of delay or cessation to Subcontractor’s or Contractor’s work.”.
12. Section 5, item 13: Insert “by the Prime Contract” after “maybe required”.
13. Section 5, item 14:
 - a. In the second sentence, change “for any reason whatsoever” to “without cause”.
 - b. In the last sentence, change “signed lien waivers including any and all underlining lien waivers” to “signed conditional lien waivers, including those from sub-tiers and suppliers whose value of goods or services exceeds \$50,000,”.
14. Section 5, item 15: Change (ii) to read: “claims filed for nonpayment by Subcontractor or reasonable evidence indicating the probable filing of such claims that are not the result of failure by Contractor to pay undisputed funds due and owing to Subcontractor”.
15. Section 5, item 16: Before “Insert “Standard Specifications for Road and Bridge Construction,” before “Section 109.06.B”.
16. Section 5, item 18:
 - a. Change “satisfactory releases of liens and claims for liens of all laborers and material men” to “satisfactory conditional releases of liens and claims for liens from sub-tiers and suppliers whose value of goods or services exceeds \$50,000”.
 - b. Delete the end of the sentence, starting with “and all other persons”.
17. Section 5, item 19: Change “will be removed” to “will be repaired or removed”.
18. Section 5, item 20:
 - a. Delete the second and third sentences in their entirety, and replace with: “Notwithstanding anything stated to the contrary in this Subcontract Agreement, Subcontractor shall be allowed the times to commence and complete Subcontractor’s work as stipulated in the attached Scope of Work.”.
 - b. Delete the last sentence in its entirety.
19. Section 5, item 22: Change “itemized Specifications of Work” to “attached Scope of Work”.
20. Section 5, item 23:
 - a. Insert “, whose value of goods or services exceeds \$50,000,” before “together with the amounts”.
 - b. Delete “and otherwise”.
21. Section 7:
 - a. Delete “permits”.
 - b. Insert “(other than those provided by Contractor in accordance with the attached Scope of Work) after “other facilities”.
22. Section 9:
 - a. Change “by three (3) days” to “after seven (7) days from Subcontractor’s receipt of”.
 - b. Delete “or the foremen in charge of the work,”.
 - c. Insert “, and an opportunity to cure, or commence to cure with diligence and promptness,” before “terminate this Subcontract”.
 - d. Insert “, owned by Subcontractor and” after “appliances and equipment”.

- e. Insert “, owned by Subcontractor,” after “or other equipment”.
- 23. Section 10: Add “, unless Contractor receives reimbursement of the additional cost from Owner” to the end of the first sentence.
- 24. Section 13: Change “after notice given in accordance with Section 8 above” to “after notice and an opportunity to cure, or commence to cure with diligence and promptness, are given in accordance with Section 9 above”.
- 25. Section 14: Delete the last sentence in its entirety.
- 26. Section 16: Change “the party not in breach hereof” to “the prevailing party”.
- 27. Section 17:
 - a. Delete “or such other remedy as the contractor deems appropriate” and replace with “in accordance with Section 9 above”.
 - b. Add the following sentence at the end: “The provisions of this Section 17 apply only to the extent required by the Prime Contract.”.
- 28. Add a Section 18, to read: “Subcontractor assumes responsibility for liquidated damages up to (\$ amount to be mutually agreed upon) per day of delay and only to the extent the delays are directly and solely caused by Subcontractor, and only if assessed by Owner. Notwithstanding anything stated to the contrary in this Subcontract Agreement, this shall be the full extent of damages for which Subcontractor will be held liable for delay.
- C. That Preload, LLC’s Proposal is incorporated into the Scope of Work attachment and that the other provisions of that attachment are mutually agreed upon between Fann Contracting, Inc. and Preload, LLC.
- D. That Fann Contracting, Inc. allow Preload, LLC to follow its own confined space entry requirements, which fully conform to OSHA regulations, in lieu of those set forth in Attachment E, Subcontractor Safety Requirements. Alternatively, that Fann Contracting, Inc. and Preload, LLC reach a mutual agreement on revisions to the confined space entry requirements set forth in Attachment E, Subcontractor Safety Requirements.

LEVEL TRANSMITTER CUTSHEET RECOMMENDATION



CERTIFIED	by					COPYRIGHT 2013	AMETEK[®] DREXELBROOK	PFA COVERED HIGH PRESSURE FLEX CABLE SENSING ELEMENT			
PO #		9	12-13-111	JBR	12-12-13	AMETEK DREXELBROOK					
ENG		8	8-99-255	JBR	10-19-99	SCALE NONE					
USER		7	3-95-168	ELL	11-16-95	UNLESS OTHERWISE STATED ALL DIMENSIONS IN INCHES (MM)					
		6	5-88-163	—	7/88	DR. JJS 12-12-13					
DE #		ISS	EDD/DSR NO.	APP'D	DATE	CK. JJS 12-12-13					
							205 KEITH VALLEY RD HORSHAM, PA 19044-9985	215-674-1234 FAX 215-674-2731	700-0005-048-CD	SHT. 1 OF 1	ISS. 9

Universal II™ Series

Level Transmitter



Intrinsically-Safe Two-Wire Design

Two-Wire design eliminates need for line power at the field transmitter and saves on costs for associated hardware. The units can be made intrinsically safe when powered from an approved source.

Rugged Construction

No moving parts to deteriorate or break down. No routine cleaning or recalibration necessary. Rugged construction resists corrosion and abrasion.

No Calibration Shifts

No calibration shifts due to changes in temperature or material densities. Cote-Shield™ circuitry ensures dependable measurements regardless of coatings on the sensing element or build-up on the vessel wall.

Proven Performance

Based on technology that has been used successfully at major plants for over a decade.

AMETEK Drexelbrook's Universal II Continuous Level Transmitter provides dependable level measurements in all kinds of process liquids, slurries, granulars, and interfaces.

The Universal II Continuous Level Transmitter offers increased reliability, low maintenance and intrinsically safe design.

Field-proven RF technology ensures dependable level measurements in a wide range of conductivities, regardless of coatings or product build-up on the sensor. Calibration is not affected by variations in material densities or changes in temperature.

The Two-Wire, DC-Powered, Electronics can be remotely mounted up to 100 feet from the sensing element, or integrally mounted with the sensing element. All transmitters and signal wires are intrinsically safe when used with an approved power supply.

With the most comprehensive line of standard sensing elements in the industry, each system is configured to meet the specifications of your particular application.



Continuous Level Measurement

Universal II™ 508-45 Series

Specifications

Output
4-20 mA dc

Supply Voltage
11.5 - 50 Vdc at transmitter

Maximum Load Resistance
 $V_s (\text{power supply}) - 11.5$
.02
(i.e. max 625 ohms @ 24 Vdc)

Supply Voltage Error
 $\pm 0.2\%$ maximum of full scale
from 11.5 to 50 Vdc

Accuracy
 $\pm 1\%$ nominal

Ambient Temperature Limits
-40°F to 170°F (-40°C to 77°C)

Output Isolation
4000 volt minimum
signal wire to sensor

Load Regulation
0.2% for zero to maximum
load resistance

Response Time
0.5 seconds (standard)
0.5-30 seconds (optional)

Allowable Static Discharge to Sensor
10 amps maximum
100 amps with optional protection circuit

Sensing Element Connection
 $\frac{3}{4}$ -inch NPT (standard)
Flange mounting (optional)

Electronic Housing:
Meets NEMA 1-5 and 12 including
NEMA 4X. Suitable for Class I, Groups
A, B, C, D, Class II, Groups E, F & G,
Class III, Div. 1 & 2. The housing is
suitable for Explosion Proof installations
in Div. 1 hazardous locations when the
electronics are powered from an
approved source. Refer to system
Control Drawings for proper and safe
installation and wiring.

Area Classifications:
Cables and Sensors are intrinsically
safe for all Groups, Division 1 & 2 when
the electronics are powered from an
approved source. The electronics are
intrinsically safe for Groups C, D, E, F &
G, Division 1 when powered from an
approved source. The system
(electronic unit, cable and sensor) is
non-incendive and non-sparking and
suitable for all Groups, Div. 2 without
intrinsic safety barriers.

Maximum Cable Length
100 feet (30 m) (remote mount only)

Approvals
CE Mark, KEMA (CENELEC), SSA,
CSA, FM

Process Specifications Sensing Element

Sensing Element-dependent.
See UIII Catalog Pages. Substitute
Universal III Electronic Unit.

Typical Applications

Sensing Element-dependent
See UIII Catalog Pages. Substitute
Universal II Electronic Unit.

Model Number of Electronics

408 - 82 **3** 0 - **0** **0** **9** - 0 0 Electronic Unit

Phasing
0 = 0 degree phasing
3 = 45 degree phasing
for coating rejection

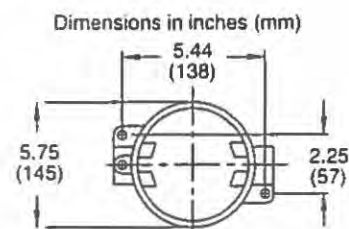
Agency Approvals
C = CSA
K = KEMA
F = FM
0 = No approvals

Frequency
0 = 100 kHz
1 = 15 kHz

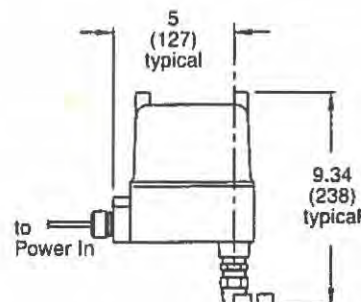
Housing options
4 = Remote Nema 4X Explosionproof
6 = Remote Nema 4X Explosionproof with Drexelcote
8 = Integral Nema 4X Explosionproof with Drexelcote
9 = Integral Nema 4X Explosionproof

Denotes default value

Dimensions



Top View



Integral Mount Housing

U.S.A. Sales: 800-553-9092 • 24-Hour Service: 800-527-6297 • International Support: 215-674-1234 • Fax: 215-674-2731

AMETEK®
DREXELBROOK

205 Keith Valley Road
Horsham PA 19044 U.S.A.
E-mail - drexelbrook.info@ametek.com
Web - www.drexelbrook.com

AMETEK Nihon Drexelbrook
2 Chome • 12-7 Minami Gyotoku
Ichikawa City • Chiba 27201 Japan
Phone: 81-473-56-6513
Fax: 81-473-56-6535
E-mail: nd@nihon-drexelbrook.co.jp

AMETEK Singapore Pte. Ltd.
10 Ang Mo Kio Street 65
#05-12 Techport • 569059 Singapore
Phone: 65-6484-2388
Fax: 65-6481-6588
E-mail: aspl@ametek.com.sg

AMETEK Precision Instruments Europe
Rudolf-Diesel-Strasse 18
D-40670 Meerbusch Germany
Phone: 49-2159-9136-0
Fax: 49-2159-9136-39
Web: www.ametek.de

GMP Reference Documents

GMP Plans & Specifications
Clarifications, Assumptions, & Exclusions
RFP for IPS Water Tanks - Bid Questions & Responses
CPM Schedule
Wage Decisions

GMP Plans & Specifications

Project Plans

- Volume 1 - Intermediate Pump Station, IPS 100% Final Drawings, Waterworks Engineers, sheets 1 thru 127, dated August 2021

Project Specifications

- Volume 2 - Intermediate Pump Station, IPS 100% Specifications, Waterworks Engineers, dated August 2021
- Volume 3 - Intermediate Pump Station, IPS 100% Appendices & Standard Details, Waterworks Engineers, dated August 2021
- Volume 4 - Intermediate Pump Station, Concrete Tank Manufacturer's Drawings, DN Tanks, dated August 2021

Davis-Bacon Wage Decision

- Heavy – General Decision Number AZ20210020 10/08/2021
- Building – General Decision Number AZ20210034 10/08/2021

Bidding Documents

- CMAR Water Production & Intermediate Pumps Station Project – RFP for IPS Water Tanks: Bid Questions & Responses 1 thru 52, pages 1 – 4.

October 22, 2021

City of Prescott
433 N. Virginia St.
P.O. Box 2059
Prescott, AZ 86302

RE: City of Prescott – CMAR Water Production And Intermediate Pump Stations Project
SUBJECT: Construction GMP#4 (Rev 1 – 11/4/21) – Pre-Stressed Concrete Water Tanks & General Earthwork

CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

General

1. Guaranteed Maximum Price (GMP) is based on current 100% plans for the Intermediate Pump Station dated August 2021. Allowance items and Contingencies have been set-up in recognition of subsequent design completion, clarifications and/or changes for future consideration and buyout.
2. GMP does not consider or include unknown fees, permits fees (COP, ADOT, etc), utility fees, or other fees. All utility company fees (APS, Unisource, CenturyLink, Cableone, etc), permit fees, or other fees are to be paid direct by the City.
3. GMP is prepared based on unit cost plus applicable Indirect Costs and Fees as set forth in the GMP Summary. Measurement and payment will be made using bid item unit prices as set forth in Appendix A GMP schedule of values for pre-negotiated unit costs of the work multiplied by actual installed quantities (+ or -) along with all applicable GMP Indirect Costs and Fees, not to exceed overall project GMP with Contingencies
4. FE/FC JV cannot control the current market for volatile material cost and are not responsible for material escalations due to varying market conditions such as new tariffs, COVID or other pandemic, supplier contingencies and conditions, expired quotes, subcontractor and supplier buy-out increases from bid to contract, increased sales tax, and other volatile economic conditions. In some cases, material prices cannot be held until the material is actually ordered following contracts and approved submittals. This includes costs of supplemental forces and/or new subcontractors or suppliers should underlying parties be unable to honor their pricing and/or contractual obligations.
5. FE/FC JV cannot control the detailing, supply, fabrication or delivery of materials or equipment from suppliers. The JV will notify the owner within a reasonable amount of time following notification from subcontractors or suppliers if procurement delays will affect the project beyond those identified in the CPM Schedule. The schedule and project completion will be extended to account for such delays.
6. All materials, equipment, and supplier warranties are in accordance with the conditions set forth in the attached vendor quotes provided within the GMP documents. If requested, additional extended warranties can be explored and executed under a change order should the City opt to extend warranties beyond those described under each supplier's proposal.
7. City will provide progress payments for materials on hand, stored materials, shop drawings, design-assist plans and calculations, submittals, storage, and other similar front-end services if required by subcontractors and/or vendors.
8. Davis-Bacon wages are included in GMP pricing in accordance with the wage determinations provided in the specifications.
9. City and/or Engineer to handle and pay for construction observation, inspection, QA testing and acceptance.
10. Allowances – Allowances are defined line-item budgets for anticipated costs pertaining to unfinished design, changing GMP docs, material/labor/equipment fluctuations, final sub/supplier buyout, and uncontrolled conditions as described in the GMP. Allowance items will be tracked & billed as Time & Materials (T&M) unless otherwise discussed, priced, and accepted as a proposal ahead of time. All T&M 3rd-party costs will be billed at a rate of cost plus 15% plus any applicable taxes, bond, overhead, or other indirect costs. Under/Overruns to Allowances will move to or from Contingency.
11. Owner & Contractor Contingencies along with line-item Allowances will be used to complete the overall design intent of the project in accordance with the contract documents. Owner's contingency use will be for design changes and related field direction as set forth in the contract. CMAR's use will be for construction circumstances including, but not limited to weather/temperature, overtime or acceleration costs, subcontractor/supplier/scope buyout, and/or supplemental forces needed to complete trade scope, time and material adjustments, job conditions, scope gaps, completion of the work, and other such uses needed to complete the project. Contingency will be for use by both parties as defined hereunder. Both

parties will work proactively to manage the each Contingency budget responsibly and in fairness to one another. Contingencies for the CMAR Water Production And Intermediate Pump Stations Project will be cumulated between the various GMPs for the project as a whole. Authorization and use of Contingency will not be unreasonably withheld. The amount for Owner & CMAR Contingency will be considered included in the Final Guaranteed Maximum Price (GMP).

General Conditions

- Includes partial job General Conditions and Supervision specifically associated with the scope of work included under GMP#4.
- Partial General Conditions and Supervision included for up to 52 weeks of time associated with this initial earthwork and tank package. The balance of the General Conditions and Supervision for all remaining work will be covered under subsequent GMP(s) for the remaining construction of the IPS facility.
- Survey and 3rd-party quality control services will be bid as a complete package under a separate GMP for construction of the IPS project as a whole and is therefore not included. An Allowance item has been set-up for any related front-end services of the same should the contract for the future GMP show up late in the process when these services are needed in support of the earthwork and tank scope included under this GMP.
- Construction Water has been removed with associated costs/fees paid for "by City"
- Utility Locating services and scope have been removed per COP. No locating required which assumes no utilities are in the clearing, earthmoving, or tank areas.

Earthwork

- Includes clearing & grubbing of site, general earthmoving, and rough grading only for the "Site". Site finish grading, site subgrade prep, retaining wall excavation/backfill, building over-ex and prep, and all other surface construction will be included in a separate GMP.
- Includes 3' over-ex, ABC backfill, finish grading, and subgrade prep for tanks only.
- Borrow volume will be extracted from the tank over-ex material and/or outer slope grades adjusted to use onsite native material to satisfy embankments. Accordingly, all prior borrow quantity has been moved and will be paid for under the Earthwork Cut-to-Fill item. No screening, processing, or other soil conditioning considered or included.
- Includes temporary construction SWPPP. SWPPP requirements include standard best practice methods up to those shown on C-101 - erosion berms and wattles per plan and one construction entrance. Does not include any other SWPPP not specifically shown on the plans. Does not include Final SWPPP, stabilization, or seeding under this GMP.
- Includes additional 15,000CY blow-out area as required by DN tanks for crane access, laydown, and working room immediately around the tank per their site layout drawing. It is anticipated that the 15,000CY of additional material will be stockpiled on the north end of the site, then brought back to backfill around the tanks per plan.
- Includes additional 6" road base with geotextile filter fabric for surrounding work area per DN Tank's site layout drawing.
- Includes up to 3' over-excavation with imported ABC backfill per the ETC Geotechnical Report. ABC structural fill is standard MAG-spec ABC (lime-treated ABC not included).
- Assumes any and all excess dirt and/or material (if any) will be wasted onsite in the north area of property or in a false slope located on the entrance road close to the project (no export).
- All piping and structures outside of 2' footprint not included except for 6" french drain system shown on the tank plans.
- Does not include any removal or replacement of unsuitable or unstable dirt material. All mass excavation assumes native onsite material with exception of the small quantity of imported fill needed to satisfy the design grades per plan.
- Allowance item added for hard dig or rock excavation and handling.
- Does not included excavation or backfill of retaining walls. This will be priced under a separate GMP. All mass grading will stop short of retaining walls where possible.
- Mass grading does not include brow ditches or swales above cut slopes unless otherwise shown on the plans.

Prestressed Concrete Water Tank Subcontractor

- Pre-stressed tank subcontractor's pricing based on the DN Tank product with related installations and materials listed and included on DN's Tank drawings as set forth specifically on subcontractor's quotation included herein. Refer to proposal for specific inclusions and exclusions.
- Does not include any other scope, products, or materials on or outside of the tank as specified in DN Tanks proposal.
- DN Tank's pricing includes tank footing and pipe stubbed to 2' outside of tank footprint. All other surrounding work, finish

grade, subgrade, piping or pipe connections outside of 2', connection couplings, electrical/instrumentation, and other scope outside of the tank are not included under this GMP. An Allowance item has been added in case the team decides later to extend the lines further from the tanks, if needed.

- Does not include leach rock, metal edging, catch basins, concrete swale with expansion, or other finished surfaces or facilities around the tank. These will be covered in future GMP.
- Signs are not included.
- Per DN Tank, the pipes stubbing out of the tanks will be plain end pipes and will not be capped. We typically cover the below grade pipes with plywood temporarily through construction until the connections are made. The piping running through the walls will also be left open during construction to aid with access and air flow to the interior of the tank.
- Tank disinfecting is included under a separate mobilization to perform the disinfection work. Water for the testing will be provided by the City.

Exclusions

1. All scope, materials, equipment, services, and related work not clearly identified and included in the attached GMP are excluded. This is a tank and earthwork GMP for advanced purchase and work performance on certain items identified in the project plans and specifications.
2. Design and engineering fees, engineering, architectural, special inspections, approvals and/or as-builts by engineer of record, other design costs.
3. Plan review or permitting fees, development fees, water tap and meter costs, utility company costs or fees, special fees or bonds unless specifically listed as included and outlined in the GMP.
4. Design and engineering coordination between various plans, consultants, end-user equipment, equipment specifications and connections, geotechnical engineer or soils report with structural and civil, mechanical, plumbing, electrical, and/or any error, omissions, inconsistencies or conflict in or between these documents.
5. Power company, phone/data company, gas company, wireless or microwave, other 3rd party utility fees, deposits, or service. Verification, modification, monitoring, or support to existing power facilities.
6. Utility or structure adjustments or conflicts not identified shown on the plans.
7. Costs resulting from changes to the plans, specifications, or scope of work made by owner, architect, engineering, consultants, or agency.
8. JV not responsible for schedule delays or costs due to natural disasters, force majeure, pandemics, economic conditions, material delays, or weather delays beyond those shown in the CPM Schedule (if any).
9. Builders Risk or Course Of Construction Insurance (by City). Professional or Project Management Protective Liability Insurance or other such similar types or insurance. Reference to such requirements within the contract shall be negotiated, priced, and authorized as a Change.
10. Discovery, inspection, surveys, abatement, or removal of any hazardous material, including but not limited to Asbestos, Mold, PCB, Radon, Petroleum Hydrocarbon, and any other such types of materials or conditions.
11. Hard dig conditions or unsuitable/unstable materials. Any such conditions encountered will be tracked as Time and Materials and applied against Allowance and/or Contingency.
12. Finish grading of site, site subgrade prep, site construction, completion of grades around retaining walls, retaining walls including excavation and backfill.
13. Shoring, bracing, piling, or other stabilization.
14. Electrical, microwaves, switching, alarms, signage or other facilities on the tank that will be provided by the City or the CMAR in a future GMP.
15. Crushing and screening/processing of onsite native material used for fills.
16. Imported borrow.
17. Utility locating and potholing services have been removed per the City. Assumes no utilities are within the clearing or excavation areas.
18. Construction Water has been removed and will be furnished and paid for by the City.

Please remember this project is WIFA funded. Therefore Davis-Bacon wages apply and American Iron and Steel certifications must be provided.

No.	Bid Question	Response
1	The current schedule does not appear to provide sufficient duration to complete the work. Prestressed concrete tanks cannot be constructed over the winter months due to cold weather concrete / shotcrete restrictions and quality assurance concerns. Based on Prescott weather, tank construction cannot occur during late-November, December, January, February and part of March. A 210 calendar day duration starting 11/1/21 only leaves approximately 11 weeks for tank construction. However at leave 26-28 weeks will be required for tank construction alone. Please adjust schedule to provide adequate duration for tank construction in warm weather months.	An adjusted tank delivery timeline (longer or later in the project) should be coordinated with FANN JV to accommodate this request. Other ideas are precasting the panels during warmer weather and assembling during cold periods if possible. If not possible, provide the adder for winter construction (heated blankets, hot water in concrete mix, etc). Tank Subcontractor shall accompany their proposal with a detailed schedule that accounts for job conditions anticipated for work in Prescott, AZ. Include reasonable submittal, review/approval, and lead-times for procurement with proposal schedule.
2	Please confirm finished floor elevation at the wall is 5119.50.	Confirmed
3	Can finished grade be increased to elevation 5120.00 to provide sufficient cover to meet frost depth requirement by geotechnical report.	All tank footings shall be bid as 18" thick. Adjustment of finished grade in this area is not possible.
4	The Request for Proposal (RFP) states the "Contractor" will be responsible for mass excavation and final backfill. This brings up several questions. a) Will the "Contractor" be responsible for placing Select Fill and if so to what elevation? b) Since the "Contractor" is responsible for final backfill, will the "Contractor" also be responsible for placing the concrete landing pad at the base of the tank staircase (Project Drawing M-117A) or is the "Subcontractor" required to re-mobilize for this work? c) Will the "Contractor" be responsible for placing the aggregate leveling base (typically 6").	a) FANN JV will complete the mass grading for the site up to subgrade +0.10' elevation for the tanks. Bidders shall perform final subgrade preparation, ABC, underslab utilities, footings, and any other work from 5' beyond tank footprint as specified in the RFP. b) Tank Subcontractor shall provide the stair, landing pad, and all associated work complete in-place. c) Tank Subcontractor shall supply, install, and compact to specification all ABC, leveling, or other materials associated with the tanks.
5	Will the "Contractor" be responsible for tank access roads, tank perimeter work road, crane pads, casting panel pads?	FANN JV will provide mass grading for site area per the design drawings. Any specific requirements or considerations based on site conditions needed for construction of the tanks shall be provided by Tank Subcontractor.
6	Who is responsible for the electrical and controls on the tank?	FANN JV will provide electrical to the tank.
7	Can you provide the number and dimensions of the Dome Roof Sleeves that are needed?	Three, one for the level element, another for the level gauge, and a third spare. These will all be 6" SS.
8	Project Specifications Section 33 16 33, Page 8 states the tank is to have a "Passive Mixing System" and can be found in Section 46 41 22. The project Manual does not include this section. Please confirm if the "Passive Mixing System" been removed.	The passive mixing system is an angled fill valve inside the tank. Tank Subcontractor to furnish and install.
9	The RFP states the tank is to have "Natina" finish on the exterior. What exactly is "Natina" and is there a specifications?	Natina product and contact info can be found on their website at https://www.natina.com/
10	Please provide dome vent material. There is a discrepancy between plans and specifications. Project Plans M-114A (PDF 56 of 127) details an aluminum dome vent, and drawing M-115B (PDF 65 of 127) shows a Fiberglass vent cap. In addition, specification 33 16 23 PDF page 854 of 1074 calls out for a Stainless Steel ventilator. Please advise.	The vent shall be aluminum with 316SS vent screen (#16 mesh).
11	What are the Liquidated Damages amount?	Liquidated damages are figured out by the City Purchasing Specialist after the final bid price is known. This will be included with the contract delivered to FANN JV.
12	Is this project tax exempt?	FANN JV will provide sales tax as CMAR/GC.
13	Is an anniversary inspection required?	Yes, the contract will require an inspection before the 2 year warranty expiration. Two separate trips shall be planned for as only 1 tank at a time will be available for inspection. Filling, draining and cleaning of other tank will likely take a week before the next inspection can occur.
14	Please confirm the backfill elevations for both tanks	The high elevation at the back of the tanks is 5140, for approximately 21 ft of backfill.
15	Please clarify the required slope in the tank floors.	1.76% slope towards the the center of the tank.
16	RFP, Page 1, Schedule, Completion Schedule is listed as 30-weeks from NTP. Please confirm if this 30-weeks is the schedule duration for the tank construction only, and no other corresponding work, such as site work and utilities, etc.	The 30 week duration is to complete all of the tank work in its entirety. This is the duration was from prior input. In any case, Tank Subcontractor shall accompany their proposal with a detailed schedule that accounts for job conditions anticipated for work in Prescott, AZ.
17	RFP, Page 2, General Scope Requirements (Prestressed Concrete Water Tanks) -bullet #6, indicates that the Tank Contractors superintendent resume is required. Please confirm if the tank builders Superintendent resume is required to be submitted with the bid or provided prior to the tank contractors mobilization on site.	Please submit with proposal.
18	RFP, please confirm that construction water will be provided to the Tank Contractor by the General Contractor, at no cost, and made available throughout the duration of the construction of the two, 6.0MG tanks.	Confirmed

19	RFP, Page 2, General Scope Requirements (Prestressed Concrete Water Tanks) – bullet #12, indicates that a “Natina” finish is required on the tank exterior. Specification 33 16 33 3.07 “Decorative Coatings” requires the tank to be coated with Tamoseal AKKRO-7T and Tammscoat Smooth. In discussions with Natina, the Tammscoat as required in the Tank Specification, would create a quality control issue, and hindrance in the application of the Natina finish. Natina has indicated that to properly apply the treatment, that no other coatings, paint, etc be applied, and that only bare shotcrete would work. Please confirm that the Natina finish is the required finishing treatment for the tank on the roof and walls, and that no other coatings or paint systems are required on the exterior. Additionally, please confirm if the Natina finish is to be on the complete exterior of the walls, or only on above grade portions after backfill.	Natina is to be the only exterior coating applied. Only above grade portion (including dome) needs Natina applied.
20	Specification 03 30 00 Section 2.02 provides concrete mix design requirements including minimum 28-day compressive strength. Please confirm if it is acceptable to design the tank cast-in-place and precast members following the concrete strength requirements of Specification 33 16 33 Section 1.05.C.	It is acceptable to use the strength requirements of Specification 33 16 33 provided all other applicable design requirements of the specification and AWWA D110 can still be met.
21	Specification 03 30 00 Section 2.02.C.4.a specifies Class C-1 concrete mix to have a drying shrinkage limit of 0.032% in the laboratory at 35 days. Please note typical shrinkage test results range from 0.04% to 0.045%, which vary depending on the region. It may be difficult to achieve the 0.032% shrinkage limit at 35 days; however, following the requirements of AWWA D110, the tank floor will include a minimum 0.5% reinforcing steel. SRA will also be utilized to reduce the drying shrinkage of the concrete mix. Additionally, water submerged curing process will be followed immediately after the initial set of the concrete. DN Tanks has an excellent track record of success and history utilizing the methods mentioned herein to protect the concrete from shrinkage cracking. Please confirm if higher shrinkage limits ranging from 0.04% to 0.045% will be acceptable given that the concrete mix design, amount of floor reinforcing, floor placement and curing procedures will be closely monitored to ensure durable and high-quality tanks.	Shrinkage limit of 0.045% is acceptable given the measures taken to control shrinkage.
22	Specification 03 30 00 Section 2.02.C.4.a specifies Class C-1 concrete mix utilized for typical cast-in-place structural concrete to have a drying shrinkage limit of 0.032% in the laboratory at 35 days.	Shrinkage limit of 0.045% is acceptable given the measures taken to control shrinkage.
23	Specification 03 20 00 Section 3.02 provides concrete cover requirements. Please confirm if it is acceptable to design the tank members in accordance with ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures and Commentary similar to the concrete cover requirements shown in Volume 1 IPS Contract Drawings M-110B to M-115B.	Concrete cover requirements for tank members shall meet the most stringent requirements of ACI350 and AWWAD110. All other structures shall meet the cover requirements noted in Specification 03 20 00.
24	Specification 33 16 33 Sections 1.05.A and 1.05.B indicate the top of concrete slab (at wall) elevation at 5119.50 and the overflow elevation at 5145.00. This results a service water depth of 25'-6". The service water depth is indicated as 35'-0" in several locations in Volume 1 IPS Contract Drawings. Please confirm the floor/overflow elevations and the service water depth to be utilized for design.	The SWD is 35', the overflow elevation should be 5154.5'.
25	Specification 33 16 33 Sections 1.05.A and 1.05.B provide the roof snow live load as 30 psf. Volume 1 IPS Contract Drawing M-110B indicates the roof snow load as 50 psf. Please confirm the roof load to be utilized for design.	Minimum ground snow load is 30 psf as noted in 33 16 33 and on Drawing S-001. Tank Engineer should apply the appropriate factors to determine applicable roof snow loads.
26	Specification 33 16 33 Sections 1.05.A and 1.05.B provide a minimum freeboard of 1'-2 3/4". Volume 1 IPS Contract Drawing M-110B Tank Section 3 indicates a minimum freeboard of 11". Please confirm if it is acceptable to design the freeboard based on the calculated maximum sloshing height while ensuring to not exceed 11".	A minimum freeboard of 1'-3" shall be submitted. Any optimization/value engineering will take place after the bid process is complete.
27	Specification 33 16 33 Sections 1.05.A and 1.05.B provide tank vent capacity requirements. Please note that we were unable to locate the tank overflow capacity requirement. Please provide the tank overflow capacity to be utilized for overflow design.	13 MGD for the vent and overflow
28	Please confirm the Tank Manufacturer can design the wall thickness in accordance with ACI-350, ACI-372, and AWWA D-110 standards.	Tank structural design including final wall thicknesses shall be per the stated codes based on the required design loading including the differential backfill.
29	Specification 33 16 33 Section 2.03.H.1.d indicates that one 4'x8' and two 3' square 304 stainless steel hatches are required. Volume 1 IPS Contract Drawing M-110B Tank Roof Plans 1 and 2 show one 4'x8' and three 3'-6" square aluminum hatches with guardrails around each hatch. Please confirm the final hatch sizes, quantity and material required.	There should be one 4'x8' and two 4' square aluminum hatches. COP prefers an equivalent to Bilco Aluminum hatches.
30	Specification 33 16 33 Section 2.03.H.1.e specifies a stainless-steel vent. Volume 1 IPS Contract Drawing M-115B Detail 2 indicates the vent material to be FRP. Please confirm the vent material.	The vent shall be aluminum with 316SS vent screen (#16 mesh).
31	Specification 33 16 33 Section 2.03.H.1.f specifies a 36" diameter manway. Volume 1 IPS Contract Drawing M-115A shows a 43" OD manway. Volume 1 IPS Contract Drawing M-115B Detail 3 shows a 30" manway with 37" OD. Please confirm the required manway size.	Provide a minimum 36" manway.
32	Specification 33 16 33 Section 2.03.H.1.g requires a 3'-0" x 6" deep sump. Please confirm the location of the sump.	This sump shall be at the center of the tank. Tank floor shall be sloped towards this location for draining.
33	Specification 33 16 33 Section 2.03.H.1.i indicates that a Level Sensor is required. Please provide product information of the preferred type of tank level indicator.	Tank Subcontractor to provide recommended level sensor including product information with proposal.
34	Specification 33 16 33 Section 2.03.H.1.h indicates that handrails shall be located around the perimeter of the tank; however, the dome handrail is shown around each of the dome hatch openings in the drawings. Please confirm the final extent of the dome handrails required.	Handrail is to be only located at each hatch (raw steel).
35	Specification 33 16 33 Section 2.03.H.1.h indicates that the Handrails shall be in accordance with Specification Section 05 52 10 – no such specification was found, please supply Specification Section 05 52 10.	This specification will be updated. Handrail shall be OSHA approved, 2-rail handrail, raw steel with kick-plate

36	Specification 33 16 33 Section 2.03.H.1.j specifies the exterior stair material as 6061-T6 aluminum. Please note that Specification 05 50 00 Section 2.02.I indicates the stair material as galvanized steel. Please confirm the stair material.	Exterior stairs shall be mild uncoated steel.
37	Specification 33 16 33 Section 2.03.H.1.l indicates that a passive tank mixing system is required. Please provide product information for said mixing system, please also confirm if any additional dome sleeves and floor penetrations will be required to support the installation of the tank mixing system. Please also include all components of the mixing system, including but not limited too; piping, valves, fittings, supports, mixers, etc. As Some of the interior items may need to be furnished and installed by the tank contractor.	The passive mixing system is an angled fill valve inside the tank. Tank Subcontractor to furnish and install.
38	Volume 1 IPS Contract Drawing M-110A and M-111A show a 1'-6" deep tank footing. Drawing M-110B note E.3 specifies that the tank foundation shall be seated at a minimum embedment depth of 18" below lowest, adjacent, exterior finish grade to protect against frost heave. Please confirm if it will be acceptable to raise the "low-side" backfill elevation by 6" to elevation 5119.50 in order to protect the foundation from frost heave without additional thickening of the tank foundation.	All tank footings shall be bid as 18" thick. Adjustment of finished grade in this area is not possible.
39	Volume 1 IPS Contract Drawing C-103 provides the FG elevation of the center of both tanks as 5118.00. Please confirm if the given elevation represents the top of the floor slab elevation at the center of the two tanks.	5118.00 is the finished floor of the tank at the top of the formed sump in the middle of the tank.
40	Volume 1 IPS Contract Drawing C-105 provides invert elevation of tank piping. Please note that based on the invert elevation of the outlet pipe, 36" diameter inlet pipe and the interchange pipe, there will be an interference with the tank cove which encompassed the tank floor water stop. Additionally, a manway is required to be placed in the wall near the tank floor. Please note that the given layout will not allow placement of any prestressing wires in the bottom 6'-0" of the tank wall where maximum hydrostatic pressures are present. It is recommended to relocate the outlet pipe below the tank foundation where it can enter the tank through the floor. The 36" inlet and the interchange pipes can also be relocated to below the tank foundation or elevated to be placed in the same elevation as the tank manway. The invert elevation of the tank manway and any piping within that region is recommended to be placed approximately 2'-6" from top of tank floor in order to place prestressing wires at the tank wall base. Please confirm if it is acceptable to relocate the pipes mentioned herein. Additionally, please confirm the final invert elevation of the relocated pipes.	The inverts of the inlets, outlets and all manways shall be 3ft above the finished floor (5122.50). Elevations shown on C-105 are incorrect.
41	Volume 1 IPS Contract Drawing C-103 and M-113a shows a drain pipe adjacent to the overflow pipe. Please provide the invert or centerline elevation of the drain pipe below the tank foundation.	Centerline elevation of the drain pipe is 5114.00
42	Volume 1 IPS Contract Drawing C-103 shows a catch basin for the overflow and drain pipes. Please provide catch basin dimensions and the invert elevation of the catch basin floor. The catch basin dimension and elevation will be utilized to design a footing extension below the tank foundation in order to mitigate any potential risk of tank undermining during installation and maintenance activities of the catch basin and interconnected pipes.	Catch basin is 10' L x 6' W (interior dimension). Bottom of catch basin will be 5112.00
43	Volume 1 IPS Contract Drawing C-104 detail 1 provides a detail for an outlet/inlet pipe. This detail is not consistent with the plan view of the piping shown on Volume 1 IPS Contract Drawing M-110B. Please confirm the final piping configuration required.	Exterior and interior configuration will be provided by FANN JV.
44	Volume 1 IPS Contract Drawing C-401 Detail 2 provides a centerline elevation of the 24" diameter inlet pipe through the tank wall. This elevation appears to be incorrect. Please confirm if the 24" diameter pipe through the tank wall can be placed at an INV elevation of 5142.92 per Volume 1 IPS Contract Drawing C-105.	The invert will 5139' to keep the BFV closer to grade at the south end of the tank.
45	Volume 1 IPS Contract Drawing C-401 Detail 1 references steel pipes. Please note that per Specification 40 06 20 Section 1.02 all pipes utilized for potable water are required to be DIP. Please confirm if it is acceptable to utilize DIP pipes for all potable water piping.	DIP is acceptable for all buried pipe 3" and larger.
46	Volume 1 IPS Contract Drawing M-113A illustrates an encased overflow pipe. Please note Contract Specification 33 16 33 Section 2.03.H.1.c specifies the overflow pipes to be supported utilizing 304 SS pipe supports that attach to the wall. Please confirm if the overflow pipes can be encased in concrete inside the tank. Additionally, please confirm if it is acceptable to utilize exterior aluminum pipe supports as shown in Volume 1 IPS Contract Drawing M-113B Detail 3.	Interior encasement of overflow pipe is acceptable. Exterior supports shall be mild steel (uncoated), confirm overflow pipe and water is fully supported.
47	Volume 1 IPS Contract Drawing M-115A specifies an aluminum interior ladder. The Request for Proposal Document specifies a 316 SS interior ladder. Volume 1 IPS Contract Drawing M-114B Detail A specifies the ladder material as FRP. Please confirm the interior ladder material.	All interior metal components for the tanks shall be 316SS.
48	Volume 1 IPS Contract Drawing M-115B Detail 1 shows a 2-rail system dome handrail. Volume 3 IPS Contract document Detail 5200 shows a 3-rail system dome handrail. Please confirm if an OSHA approved 2-rail system dome handrail will be acceptable.	An OSHA approved 2-rail system with kick-plate is acceptable.
49	The Project Geotechnical Report prepared by ETC provides an estimated potential differential settlements of up to 3/4" between the center and edges of the tanks. Please note that we were unable to locate the estimated value of total settlement. Please provide the anticipated total settlement to be utilized for design.	ETC provided estimated potential differential settlement criteria in the referenced report. In addition, ETC has estimated total potential settlement to be up to 1.5 inches or less.
50	Specification 33 16 33 Sections 1.05.A. and 1.05.B provide the allowable subgrade and membrane slab bearing pressures. Please confirm if the given pressures are a "net" value as stated under Foundations section of the Project Geotechnical Report prepared by ETC, dated January 11, 2021.	The net allowable at-grade bearing pressure shall include all dead and live loads. Embankment cut shall not be considered in the allowable net bearing. Below grade foundation concrete may be disregarded in net loading.

51	Page 11 of the Project Geotechnical Report by ETC states that ETC has not reviewed plans for the proposed tank structures or site grading. Please confirm that there are no concerns with global slope stability of the tank site.	Per the referenced soils report, all fill slopes and soil cut slopes shall be constructed at a maximum slope angle of 2H:1V with a minimum setback distance of 10 feet from tank perimeters to any adjacent top of slope. Water shall be intercepted and prevented from flowing down the face of any constructed slope, which will require the use of brow ditches above cut slopes and swales above fill slopes.
52	Page 8 of the Project Geotechnical Report by ETC recommends a Site Class "C" for seismic considerations per Table 25 of AWWA D100. Please confirm that the Site Class classifications stated in AWWA D100 are equivalent to the Site Class classifications of IBC 2018.	In addition to the AWWA seismic Site Class of "C" provided, a Site Class of "C" may also be used for seismic considerations per 2018 IBC.



CPM CONSTRUCTION SCHEDULE

Project Nam IPS Tanks & Earthwork
Project No.: SCHEDULE

Week		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Day		1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	
DESCRIPTION	DAYS																													
	NTP Construction	5																												
	Mobilize & Job Set-up	5																												
	Initiate Survey	5																												
	Temp Constr. SWPPP	2																												
	Temp. Rancher Fencing	7																												
	Clearing & Grubbing	7																												
	Earthwork	18																												
	Rough Grade	10																												
	Tank Area Blow-out & Crane Area	13																												
	Tank Over-Excavate Tanks	6																												
	Import & Place Tank ABC Fill	8																												
	Tank Subgrade Prep & Excavate Footings	3																												
	Install All-Weather Area Around Tanks	4																												
	Pre-Stressed Tank Construction	150																												
	Excavate & Backfill Pipes Under Tanks	4																												
	Construct 15'w Winding Tracks	2																												
Tank Backfill & Drain Rock	13																													
Excavate, Install, & Backfill 6" HDPE Drain	6																													
Clean-up Around Tank Site	2																													

*NTP & start date dependent on material deliveries

Week		30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58
Day		1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	1234567	
DESCRIPTION	DAYS																													
NTP Construction	S																													
Mobilize & Job Set-up	4																													
Initiate Survey	5																													
Temp Constr. SWPPP	2																													
Temp. Rancher Fencing	5																													
Clearing & Grubbing	7																													
Earthwork	15																													
Rough Grade	15																													
Tank Area Blow-out & Crane Area	13																													
Tank Over-Excavate Tanks	5																													
Import & Place Tank ABC Fill	8																													
Tank Subgrade Prep & Excavate Footings	3																													
Install All-Weather Area Around Tanks	4																													
Pre-Stressed Tank Construction	150																													
Excavate & Backfill Pipes Under Tanks	4																													
Construct 15'w Winding Tracks	2																													
Tank Backfill & Drain Rock	13																													
Excavate, Install, & Backfill 6" HDPE Drain	6																													
Clean-up Around Tank Site	2																													
Weather Day Float	15																													

*NTP & start date dependent on material deliveries

"General Decision Number: AZ20210034 10/08/2021

Superseded General Decision Number: AZ20200034

State: Arizona

Construction Type: Building

County: Yavapai County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/26/2021
2	05/21/2021
3	07/23/2021
4	08/06/2021
5	09/03/2021
6	10/08/2021

ELEC0640-009 07/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 32.00	12.41

ENGI0428-014 06/01/2021		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Oiler.....	\$ 28.59	12.12

* IRON0075-003 04/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.80	19.35

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
 Zone 2: 050 to 100 miles - Add \$4.00
 Zone 3: 100 to 150 miles - Add \$5.00
 Zone 4: 150 miles & over - Add \$6.50

LABO1184-010 06/01/2021

	Rates	Fringes
LABORER (MASON TENDER-BRICK).....	\$ 21.63	6.27

PLAS0394-001 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.08	8.57

PLUM0469-001 07/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 41.90	17.40

SFAZ0669-001 04/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.35	24.52

SHEE0359-002 07/01/2021

	Rates	Fringes
SHEET METAL WORKER: (HVAC Duct Installation Only)		
Zone 1.....	\$ 38.93	19.28

SUAZ2012-023 05/30/2012

	Rates	Fringes
BRICKLAYER.....	\$ 21.63	0.00
CARPENTER.....	\$ 21.98	0.00

IRONWORKER, ORNAMENTAL.....	\$ 18.43	0.00
IRONWORKER, REINFORCING.....	\$ 14.11	0.00
LABORER: Common or General.....	\$ 15.56	1.95
LABORER: Irrigation.....	\$ 12.26	0.47
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.51	2.90
LABORER: Pipelayer.....	\$ 15.14	0.88
LABORER: Power Tool Operator....	\$ 14.85	4.20
MASON - STONE.....	\$ 18.25	0.95
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.96	2.43
OPERATOR: Bulldozer.....	\$ 20.54	6.31
OPERATOR: Crane.....	\$ 24.62	5.27
OPERATOR: Drill Rig Caissons....	\$ 19.06	2.39
OPERATOR: Drill.....	\$ 19.16	0.00
OPERATOR: Forklift.....	\$ 18.39	0.00
OPERATOR: Grader/Blade.....	\$ 21.39	4.26
OPERATOR: Loader (Front End)....	\$ 18.14	1.02
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.00	3.77
OPERATOR: Roller.....	\$ 20.53	0.00
OPERATOR: Scraper.....	\$ 21.41	0.00
OPERATOR: Screed.....	\$ 22.17	4.42
OPERATOR: Trencher.....	\$ 16.24	1.34
PAINTER: Brush, Roller and Spray.....	\$ 17.33	1.25
ROOFER, Includes Waterproofing, and Installation of Metal Roofs.....	\$ 16.31	1.49
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.45	2.56
TILE FINISHER.....	\$ 12.50	0.00

TILE SETTER.....	\$ 15.54	0.84
TRUCK DRIVER: Dump Trucks.....	\$ 16.90	0.00
TRUCK DRIVER: Water Truck.....	\$ 15.81	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

"General Decision Number: AZ20210020 10/08/2021

Superseded General Decision Number: AZ20200020

State: Arizona

Construction Type: Heavy

HEAVY CONSTRUCTION, Includes Water and Sewer Lines and Heavy
Construction on Treatment Plant Sites

County: Yavapai County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/26/2021
2	07/23/2021
3	08/06/2021
4	09/03/2021
5	10/08/2021

ELEC0640-006 07/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 32.00	12.41

ENGI0428-010 06/01/2021		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 28.59	12.12
Group 2.....	\$ 31.86	12.12
Group 3.....	\$ 32.94	12.12
Group 4.....	\$ 33.97	12.12

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Roller
r, Front End Loader (3 cy & less), Bobcat/Skidsteer/Skid
Loader, Oiler

GROUP 2: Backhoe (less than 1 cyl), Self-Propelled Compactor
(with blade), Bulldozer, Grader/Blade (rough), Front End
Loader 3cy- less than 6 cy yd), Scraper

GROUP 3: Backhoe (up to 10 cu yd), Excavator/Trackhoe,
Grade/Blade (finish), Front End Loader (6 cy-10cy)

GROUP 4: Backhoe (10 cu yd and over), Front End Loader (10 cy
yd and over)

* IRON0075-009 04/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.80	19.35
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

LAB01184-007 06/01/2021

	Rates	Fringes
LABORER (Common or General).....	\$ 21.93	6.27

PAIN0086-002 04/01/2017

	Rates	Fringes
PAINTER (Brush Only).....	\$ 19.58	6.40

TEAM0104-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
Group 2.....	\$ 19.07	1.50+a
Group 3.....	\$ 19.53	1.50+a

Group 4.....	\$ 20.78	1.50+a
Group 5.....	\$ 19.90	1.50+a
Group 6.....	\$ 21.57	1.50+a

A. Health & Welfare \$1,053.46 per month.

FOOTNOTE:

a. Health & Welfare \$984.26 per month.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 2: 2 or 3 axle Dump , Water Truck under 2500 gal.
 GROUP 3: 4 axle Dump, Water Truck Drive- (2500 gal but less than 4000 gal)
 GROUP 4: 5 axle Dump, Water Truck 4000 gal and over
 GROUP 5: 6-axle Dump
 GROUP 6: 7-axle Dump, 8-axle Dump

 SUAZ2012-009 05/17/2012

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.58	2.83
CARPENTER, Excludes Form Work....	\$ 21.86	5.37
CEMENT MASON/CONCRETE FINISHER...	\$ 18.71	2.12
IRONWORKER, REINFORCING.....	\$ 20.66	13.59
LABORER: Asphalt Raker/Shoveler/Spreader.....	\$ 15.69	4.42
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 17.00	4.55
LABORER: Grade Checker.....	\$ 18.14	4.55
LABORER: Irrigation.....	\$ 12.50	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.59	4.20
LABORER: Pipelayer.....	\$ 14.92	3.46
LABORER: Power Tool Operator....	\$ 16.55	4.20
OPERATOR: Crane.....	\$ 20.76	4.42
OPERATOR: Drill.....	\$ 23.99	7.60
OPERATOR: Forklift.....	\$ 19.86	4.75
OPERATOR: Mechanic.....	\$ 20.92	5.15
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.07	3.20

OPERATOR: Screed.....	\$ 16.82	2.52
OPERATOR: Tractor.....	\$ 24.43	7.70
OPERATOR: Trencher.....	\$ 18.28	4.26
OPERATOR: Broom/Sweeper.....	\$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping.....	\$ 19.94	4.10
PAINTER: Roller and Spray.....	\$ 20.19	4.45
TRUCK DRIVER: Flatbed Truck.....	\$ 14.15	1.48

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

MEETING TYPE/DATE: VOTING MEETING 11-23-21

DEPARTMENT: Recreation Services

ITEM SUMMARY

This item is to award the contract for the Lower Goldwater Lake Improvement Project. The project includes a new paved road to gain access to the Lower lake via the existing recreation areas, improved drainage system, new structures, to include a Ramada and restroom and additional lighting.

BACKGROUND

Located approximately 4 miles south of downtown Prescott at an elevation of just over 6000 feet, surrounded by a predominantly Ponderosa pine forest, Goldwater Lake sits on a 160-acre parcel of land purchased by the City of Prescott in 1914. In 1932, a dam was built on Bannon creek with the intent of a domestic water supply primarily for the use of its citizens. In approximately 1935, a second dam was added to increase capacity thereby creating an upper and lower lake (reservoir) which continued to be part of the City's water supply until the 1970s.

In the late 1970s, the City constructed a group pavilion, fishing dock, and restrooms along with parking areas at the 18 acres upper Lake and opened it up for the public's enjoyment. Due to its popularity, in 2014 more park amenities were added and with increased visitation numbers the City would now like to expand the 8 acre lower Goldwater Lake into a recreation area.

Bid Results

The invitation for bids was publicly noticed on October 10, 2021 and October 17, 2021. On November 4, 2021, two (2) bids were publicly opened for the project:

Fann Contracting: \$1,596,049.25

Asphalt Paving and Supply: **\$1,886,111.07**

Budgeted amount: **\$1,420,000.00**

Award of the low bid in the amount of \$1,596,049.25 is recommended

The City's standard contract for construction services will be used for the project.

Project Schedule

Per the contract, all work must be substantially completed within one hundred and twenty (120) calendar days of the notice to proceed. Pending contract award, the following milestones have been identified:

Award of Contract	November 23, 2021
Notice to Proceed	November 23, 2021
Expected Completion Date	April 1, 2021

FINANCIAL IMPACT

Funding for this project is budgeted in the FY 22 General Fund in an amount of \$1,420,000 and the Tourism Advisory Committee has recommended spending up to \$300,000 out of the Bed tax contingency.

Recommended Action: MOVE to approve City Contract No. 2022-062

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **11-23-21**

DEPARTMENT: **City Clerk**

AGENDA ITEM: Appointment of Mayor Pro Tem.

ITEM SUMMARY

In accordance with the City of Prescott City Charter, Section 7 “the council shall designate one of its members as mayor pro tempore, who shall serve in such capacity at the pleasure of the council. The mayor pro tempore shall perform the duties of the mayor during his absence or disability.”

This is done annually at the second meeting in November.

BACKGROUND

None

FINANCIAL IMPACT

There is no fiscal impact associated with this request

Recommended Action: MOVE to nominate and designate a Mayor Pro Tem to serve from November 23, 2021 through November 22, 2022.

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **11-23-21**

DEPARTMENT: **City Clerk**

AGENDA ITEM: Appointment of Members for the Council Subcommittee on Water Issues.

ITEM SUMMARY

In accordance with Resolution No. 4413-1622 the Prescott City Council must select and appoint three members of Council to serve two year terms on the Council Subcommittee on Water Issues on odd numbered years. The Subcommittee meets at 9:30 a.m. on the first Tuesday of every month.

BACKGROUND

None

FINANCIAL IMPACT

There is no fiscal impact associated with this request

Recommended Action: MOVE to nominate and appoint the three members of Council to serve two year terms (ending in December 2023) on the Subcommittee on Water Issues