



CITY COUNCIL VOTING MEETING MEETING

VOTING MEETING AGENDA

TUESDAY, OCTOBER 11, 2022, 3:00 PM

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

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem
Brandon Montoya, Councilman
Eric Moore, Councilman

Connie Cantelme, Councilwoman
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 - Father Raj Britto with Sacred Heart**
4. **PLEDGE OF ALLEGIANCE - Mayor Goode**
5. **ROLL CALL**
6. **PROCLAMATIONS**
 - A. **Homelessness Awareness Month - November 2022**
 - B. **Fire Prevention Week - October 9-15**
7. **OPEN CALL TO THE PUBLIC**

The City of Prescott welcomes public engagement and residents may comment & address Council on matters NOT included on the Agenda during the Call to the Public. Please complete

a green speaker card and submit it to the City Clerk prior to the meeting being convened. Speakers are limited to four (4) minutes, and the Call to the Public will be limited to forty (40) minutes in total.

Please Note: Pursuant to A.R.S. §38-431.01(H), members of the Council may NOT discuss items that are not specifically identified on the Agenda and, therefore, interaction will be limited to the following:

- 1) Responding to criticism*
- 2) Requests to staff to investigate & report on the matter*
- 3) Request that the matter be scheduled on a future agenda*

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.K.

- A. Approval of Acceptance of a Certified Local Government Pass-through Grant for \$33,334 to be Used for the Historic Preservation Master Plan Update Project.
- B. Approval of City Contract No. 2022-146A1, an Amendment to City Contract 2022-146 with the Arizona Department of Transportation for an Additional \$315,271.67 to be Added to Grant GRT-22-0008543-T for Pavement Preservation Work at the Prescott Regional Airport. The City's 10% Share (\$31,527.17) is Available in the Airport Fund Budget.
- C. Approval of City Contract No. 2023-078 for the Purchase of a TYMCO Model 600 Regenerative Air Sweeper under the Houston-Galveston Area Council (HGAC) Contract No. SW04-20 in the Amount of \$312,865.00. Funding is Available in the General Fund.
- D. Approval of Acceptance of Grant Funds from Arizona Department of Homeland Security in the Amount of \$15,010 for Threat Liaison Officer (TLO) Prescott Intelligence and Information Project and Training and \$8,500 for sUAS Thermal Camera Capability.
- E. Approval of City Contract No. 2023-077 for the Purchase of One (1) 2023 F-350 4x4 Super Cab Pick-Up Truck from Peoria Ford using Arizona State Contract No. CTR059322 Pricing in the Total Amount of \$60,458.84. Funding is Available in the Solid Waste Fund.
- F. Approval of City Contract No. 2023-063 with VersaTube Building Systems, Inc., for the Purchase of Two (2) Steel Structures to Cover De-Icer and De-Icer/Cinder Mix at a Total Cost of \$30,811.53. Funding is Available in the Streets Fund.
- G. Approval of City Contract No. 2023-055 for the Purchase of Five (5) Vehicles. One (1) Ford Ranger and Four (4) Identical F-250 4X4 Utility Body Trucks from Peoria Ford using State

of Arizona Contract No. CTR059322 Pricing in the Total Amount of \$273,419.32. Funding is Available in the Facilities Management, Golf Course Maintenances, and the Parks Maintenances Funds.

- H. Approval of City Contract No. 2023-083 for the Purchase of Two (2) Identical 2022 Ford Escape SE AWD Vehicles with Standard Equipment from Peoria Ford using State of Arizona Contract No. CTR059322 with Pricing in the Total Amount of \$67,410.36. Funding is Available in the General Fund.
- I. Approval of Payment to Arizona Department of Revenue for the City's Share of the Modernization of the State's Integrated Tax System in the Amount of \$31,064.57. Funding is Available in the General Fund.
- J. Approval of City Contract No. 2023-082 with Granite Mountain Training to Provide Clinical Opportunities and Supervision for Emergency Medical Services Training.
- K. Approval of City Contract No. 2023-080 for the Acceptance of a \$1,003,930.00 Grant from Arizona State Parks for the Granite Creek Corridor Project.

9. LIQUOR LICENSES

- A. Public Hearing and Consideration for a New Series 9 Liquor Store Liquor License Application from Arif Hakamali Samnani, Applicant, for Mike's Mini Market. Location: 924 E Gurley Street.

Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 206539 for an acquisition of control Series 9 liquor store liquor license application for Mike's Mini Market. Location: 924 E Gurley Street

10. REGULAR AGENDA

- A. Adoption of Ordinance No. 2022-1801 Eliminating the 0.75% Transaction Privilege Tax Dedicated to Paying Down the City's Unfunded Liability in the Arizona Public Safety Personnel Retirement System.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ENDING THAT THREE QUARTERS OF ONE PERCENT (0.75%) TRANSACTION PRIVILEGE TAX DEDICATED TO THE PAYMENT OF THE CITY'S UNFUNDED LIABILITY TO THE ARIZONA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM ("PSPRS")

Recommended Action: MOVE to adopt Ordinance No. 2022-1801

- B. Adoption of Ordinance No. 2022-1813, Amending Prescott City Code 3-10-8(F): Water Conservation Code, Incentive Program.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI

COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE 111 (BUILDING REGULATIONS), CHAPTER 3-10-8(F) (INCENTIVE PROGRAM)

Recommended Action: MOVE to adopt Ordinance No. 2022-1813

- C. Approval of City Contract No. 2021-181A3, an Amendment to City Contract No. 2021-181 with Fann Contracting, Inc., for Additional Road Construction Associated with Miller Valley Road in an Amount not to Exceed \$264,443.73. Funding is Available in the Wastewater & Streets Funds.

Recommended Action: MOVE to approve City Contract No. 2021-181A3

- D. Approval of Four (4) Job Order Contracting (JOC) Contracts for Construction and Maintenance Services as Follows: 1) City Contract No. 2023-067 with Fann Contracting, Inc.; 2) City Contract No. 2023-068 with Ridgeline Builders, LLC.; 3) City Contract No. 2023-069 with Haley Construction Company, and 4) City Contract No. 2023-070 with Kinney Construction Services. Funding is Available in Multiple Department Funds.

Recommended Action: 1) MOVE to approve City Contract No. 2023-067; 2) MOVE to approve City Contract No. 2023-068; 3) MOVE to approve City Contract No. 2023-069; and 4) MOVE to approve City Contract No. 2023-070

- E. Approval of Items Related to Runway 3R-21L Rehabilitation Project at Prescott Regional Airport as Follows: 1) City Contract No. 2023-060 with Maxwell Asphalt, Inc. for Rubber Removal, Crack Seal, Seal Coat and Pavement Markings in an Amount not to Exceed \$438,341.75 and 2) Approval of Night Work. Funding is Available in the General Fund.

Recommended Action: 1) MOVE to approve City Contract No. 2023-060; and 2) MOVE to approve night work

- F. Approval of PLN21-007, Preliminary Plat of South Ranch at Deep Well Subdivision, Units 1, 2 & 3. Zoning: Special Planned Communities (SPC). Property Owner: James Deep Well Ranches #1, LLC. Location: APN 102-05-036A.

Recommended Action: MOVE to approve PLN21-007

11. 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 10-11-22

DEPARTMENT: Community Development

AGENDA ITEM: Approval of Acceptance of a Certified Local Government Pass-through Grant for \$33,334 to be Used for the Historic Preservation Master Plan Update Project.

ITEM SUMMARY

This grant is a pass-through grant which reimburses the City for Historic Preservation Projects associated with maintaining Prescott's Certified Local Government (CLG) status. The State Historic Preservation Office has awarded \$33,334, with a 60%/40% structure- \$20,000 Federal funds and \$13,334 City match , to the Prescott Historic Preservation Master Plan Update Project for work conducted between October 1st, 2022 and September 30th, 2023.

BACKGROUND

This project is an update of the Prescott Historic Preservation Master Plan. The City of Prescott's current HP Master Plan dates from 1998. It was produced on typewriter and until recently was only available as hard copy document. It serves as the primary resource for the public, staff and Preservation Commissioners when work on historic properties is proposed. It is referenced in City Code and the City's Land Development Code as the document governing historic properties and districts.

This grant is available to the City because we are a CLG, and is part of the "Preservation through Partnership" program administered through the National Park Service, where Local State and Federal governments work together in the Federal Preservation Program to help communities save the irreplaceable historic character of places. Through the certification process communities make a local commitment to historic preservation.

FINANCIAL IMPACT

This grant is a pass-through grant, so City funds spent will be reimbursed for \$20,000 and the remainder will be \$13,334 paid from the general fund for work conducted on this project prior to September 30th, 2023.

Recommended Action:

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **Airport**

AGENDA ITEM: Approval of City Contract No. 2022-146A1, an Amendment to City Contract 2022-146 with the Arizona Department of Transportation for an Additional \$315,271.67 to be Added to Grant GRT-22-0008543-T for Pavement Preservation Work at the Prescott Regional Airport. The City's 10% Share (\$31,527.17) is Available in the Airport Fund Budget.

ITEM SUMMARY

Approval of an Addendum to City Contract 2022-146 for an additional \$315,271.67 to the Arizona Department of Transportation (ADOT) Grant GRT-22-0008543-T for Pavement Preservation Work at the Prescott Regional Airport. The City's 10% share of this work is \$31,527.17 and supports pavement preservation work on two runways (12-30 and 3L-21R), for which the successful bid was significantly higher than the original engineer's estimate.

BACKGROUND

The Arizona Department of Transportation (ADOT) - Aeronautics Group administers an Airport Pavement Management System (APMS) program in conjunction with the State's airports. Earlier in the calendar year, ADOT agreed to fund two pavement maintenance projects at the Prescott Regional Airport: 1) Runway 12-30 Mill & Overlay and 2) Runway 3L-21R Seal Coat & Repainting.

On January 25, 2022, the City Council approved two original City Contracts, which per ADOT protocol, must be based upon the original engineer estimate (which is determined prior to bids). The first was City Contract No. 2022-146 to accept a \$440,886.00 ADOT grant for Runway 12-30 pavement preservation work with a local (10%) share of \$48,987.00. The second was City contract No. 2022-147 to accept a \$175,987.00 ADOT Grant for Runway 3L-21R pavement preservation work with a local (10%) share of \$19,554.00.

When ADOT later sought and reviewed bids for these projects, it was determined that the combined cost of these two pavement preservation projects had dramatically risen from the original engineer's

estimate of \$685,414.00, making additional funding necessary. Ultimately, the successful (combined) bid for the two projects was awarded to Cactus Transport for \$1,000,685.67, creating a shortage of \$315,271.67, which ADOT agreed to cover with an increased grant amount. The 10% local (City) share for the increased grant award is \$31,527.17, as per ADOT invoice MPE228543. Upon bid award, ADOT combined the two pavement preservation projects into a single ADOT Grant, GRT-22-0008543-T.

FINANCIAL IMPACT

Prior to project start, the City must remit the local share payment/deposit of 10% (\$31,527.17), based on the difference between pre-design total project estimate and bid award amount for the projects. Funding for the City share is available in the Airport Enterprise Fund Budget and is funded out of the General Fund.

Total Grant Amount - Increased after bid award	\$1,000,685.67
Original Estimated Amount	\$ 685,414.00
Difference Between Bid Award and Original Estimate	\$ 315,271.67
City Share (10% of Grant Amount Increase)	\$ 31,527.17

Recommended Action:

ATTACHMENTS

- [1.ADOT_Inv.# MPE228543_\\$31,527.17.pdf](#)
- [2.Re_ APMS RWY 3L_21R & 12_30.pdf](#)



DTAMPE228543IV0000001909

Remit to:
ARIZONA DEPARTMENT OF TRANSPORTATION
Aeronautics
206 S 17TH AVE
MAILDROP 203B
PHOENIX AZ 85007

Bill to:
CITY OF PRESCOTT
6546 CRYSTAL LN
PRESCOTT AZ 56301

Customer Name		INVOICE	
CITY OF PRESCOTT			
Customer Number	Invoice Number	Invoice Date	
IV0000001909	MPE228543	09-01-22	
	ARDept/BPRO	Due Date	
	DTA:MP030	03-15-22	
	Amount Due	Amount Enclosed	
	\$31,527.17		

Payment Method: Check ☐ Money Order ☐

☐ Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order.
DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
ORIGINAL

Customer Number	Original Invoice Date	Original Due Date
IV0000001909	09-01-22	03-15-22

Customer Name	Invoice Number	Invoice Date
CITY OF PRESCOTT	MPE228543	09-01-22

Invoice Charges

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	APMS; Rwy 3L/21R Section 10; P-608 Application & Pavement Markings	07-25-22				\$28,548.45
2	APMS; Rwy 12/30 Section 10; 1-Inch Mill/1-Inch AC Overlay & Pavement Markings	07-25-22				\$71,520.12
Total Invoice Charges						\$100,068.57

Other Charges

Description	Date	Charges
Total Other Charges		

Credit Payments Applied	\$68,541.40
Total Amount Due	\$31,527.17

Additional Notes:

Instructions

Contact: MPD - Aeronautics (602) 712-7647 MPDContracts@azdot.gov

From: [Sally Palmer](#)
To: [Tammi Schreier](#)
Cc: [Martelle, Tammy](#); [Roxanne Alexander](#)
Subject: Re: APMS RWY 3L/21R & 12/30
Date: Tuesday, September 6, 2022 12:52:19 PM
Attachments: [Executed GRT-22-0008543-T APMS Prescott Regional Ernest A Love E2P4H 042222.pdf](#)

Good afternoon,

Please review the Executed Grant Agreement, attached for your edification, especially Recital # 5 and Section 2 item a. Page 20-21 will show you who at your agency received a copy of this executed agreement.

Construction was awarded to Cactus Transport, Inc. You may look up the contract pricing for Prescott Regional Airport in the Arizona Procurement Portal (www.app.az.gov); search under State Contracts for CTR061211 Airport Pavement Management Systems (APMS) at 16 Airports for the awarded pricing (Item 8: "Prescott Regional Airport per the technical specifications & drawings CTR061211-8 \$949,169.50 USD" plus the Taxes of \$51,516.17 which are item 17 of the contract and not listed specifically by airport project, for a total GRANT of \$1,000,685.67).

My Calendar is viewable at <https://calendar.google.com/calendar/embed?src=spalmer%40azdot.gov&ctz=America%2FPhoenix>.

Thank you,
Dr. Sally J. Palmer
Contracts Program Manager / Compliance Officer
Division Title VI Team Lead
Google GURU
MD 310B, Room 109
1611 W. Jackson
Phoenix, AZ 85007
[602.712.6732 office](tel:602.712.6732)



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[Excellent!](#) [Good](#) [Call me!](#) [I give up!](#)



**COUNCIL AGENDA MEMO****MEETING TYPE/DATE: VOTING MEETING 10-11-22****DEPARTMENT: Airport**

AGENDA ITEM: Approval of City Contract No. 2023-078 for the Purchase of a TYMCO Model 600 Regenerative Air Sweeper under the Houston-Galveston Area Council (HGAC) Contract No. SW04-20 in the Amount of \$312,865.00. Funding is Available in the General Fund.

ITEM SUMMARY

Approval of City Contract Number 2023-078 for the purchase of a TYMCO Model 600 Regenerative Air Sweeper under the Houston-Galveston Area Council (HGAC) Contract Number SW04-20. The total purchase price is \$312,865.00. Funding is From the General Fund.

BACKGROUND

During the FY23 budgetary process, the Airport works with Fleet Maintenance to evaluate the current fleet of Airport vehicles and determine those needing upgrade or replacement. During that process, Fleet Maintenance determined that the Airport sweeper had reached its end of life and required replacement. In fact, the 15-year old sweeper was identified as having more than \$30,000.00 in maintenance/repair costs over the past 3 years, with \$13,000.00 occurring in the last 12 months.

The outgoing sweeper had shared usage between the Street Maintenance and the Airport and was often unavailable when needed at the Airport. The replacement sweeper will be primarily used at the Airport and will be uniquely outfitted including a specialized blower, auto head assist, and plastic tines, as required for safe and efficient use in an airfield environment.

FINANCIAL IMPACT

The purchase price of \$312,865.00 includes \$3,750.00 for freight. Since this item will be purchased out of State, the sales tax will be paid at time of licensing. The purchase is included in the Airports FY23 budget and is funded out of the General Funds.

Recommended Action:

ATTACHMENTS

1.[2022_09_20_15_21_37.pdf](#)

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	SW04-20	Date Prepared:	9/20/2022
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	Prescott Airport, AZ			Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)		
Contact Person:	Justin Hill			Prepared By:	Kaye Morgan		
Phone:				Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:				Email:	kaye.morgan@tymco.com		
Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$ 182,070.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if							
Description		Cost	Description		Cost		
Auxiliary Hydraulic System 600053		\$ 1,130.00	Abrasion Protection Package 600036		\$ 1,275.00		
Auto Sweep Interrupt w/Overspeed Interrupt 600079		\$ 1,025.00	A.O.D. Washdown System 600004		\$ 2,050.00		
Broom Assist Pick-Up Head 600064		\$ 5,265.00	2023 Freightliner M2-106 Chassis 600706		\$ 99,675.00		
Hopper Suction Throat Liner w/Wear Flange 600011		\$ 1,525.00					
			QUOTE GOOD FOR 30 DAYS				
			DELIVERY SUBJECT TO TRUCK AVAILABILITY				
High Capacity Dust Separator is standard on HGAC contract							
					Subtotal From Additional Sheet(s):		
					Subtotal B:		\$ 111,945.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.							
Description		Cost	Description		Cost		
Lateral Air Flow Nozzle w/Left/Right Gutter Brooms		\$ 5,000.00	Standard Duty Magnet		\$ 8,000.00		
2023 Freightliner M2-106 2-Speed Chassis UPGRADE		\$ 1,500.00	Dump Switch in Cab		\$ 200.00		
Additional Nozzle w/Separate Switch: Hopper		\$ 400.00					
					Subtotal C:		\$ 15,100.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		5%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							\$ 309,115.00
Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 309,115.00	=	Subtotal D:		\$ 309,115.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Freight/PDI/Inservice		\$ 3,750.00					
					Subtotal F:		\$ 3,750.00
Delivery Date:		210 - 270 Days		G. Total Purchase Price (D+E+F):		\$ 312,865.00	

**COUNCIL AGENDA MEMO****MEETING TYPE/DATE: VOTING MEETING 10-11-22****DEPARTMENT: Police Department**

AGENDA ITEM: Approval of Acceptance of Grant Funds from Arizona Department of Homeland Security in the Amount of \$15,010 for Threat Liaison Officer (TLO) Prescott Intelligence and Information Project and Training and \$8,500 for sUAS Thermal Camera Capability.

ITEM SUMMARY

The Prescott Police Department requests approval to accept and spend Grant funds from the following entity: Arizona Department of Homeland Security in the amount of \$15,010 for TLO Prescott Intelligence and Information Project and TLO Training; and \$8,500 for sUAS Thermal Camera Capability. These items are to enhance the safety of our community and SWAT Team and to enhance our capabilities in Intelligence led policing.

BACKGROUND

In August 2021, approval to submit grant applications for equipment and needs of our department was approved by City Council. The Arizona Department of Homeland Security has granted our Department grant funds to purchase items and to attend training we need to protect our community and to protect the safety of our SWAT Team.

FINANCIAL IMPACT

The Grant awards from the Arizona Department of Homeland Security is not requiring match funds and is fully funding the purchase of equipment for the TLO Prescott Intelligence and Information Project and TLO Training; and \$8,500 for sUAS Thermal Camera Capability.

Recommended Action:

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: VOTING MEETING 10-11-22

DEPARTMENT: Public Works

AGENDA ITEM: Approval of City Contract No. 2023-077 for the Purchase of One (1) 2023 F-350 4x4 Super Cab Pick-Up Truck from Peoria Ford using Arizona State Contract No. CTR059322 Pricing in the Total Amount of \$60,458.84. Funding is Available in the Solid Waste Fund.

ITEM SUMMARY

The Solid Waste Division, working in conjunction with the Fleet Services Division, is requesting authorization to purchase one 2023 Ford F-350 4x4 Super Cab pick-up truck. This new vehicle purchase will be replacing existing vehicle number 1146.

BACKGROUND

The Solid Waste Division utilizes 3 light-duty vehicles to perform site inspections, transport staff to and from other City locations, assist during snow storm response, and other Division functions as needed.

City vehicles receive regular maintenance to ensure reliability and maximum useful life; in this case 16 years. As vehicles age, key components suffer failures requiring repair or replacement. Those repairs and replacements escalate each year that a vehicle is on front-line service. The Fleet Services Division, in conjunction with the Solid Waste Division, has evaluated vehicle 1146 to determine that this vehicle is in need of replacement.

This vehicle was reviewed and approved by the Fleet Asset Review Board (FARB) for replacement in the FY23 budget. Vehicle replacement considerations included the costs for repairs far exceeding the vehicle's value, aging vehicles which are at, or are approaching, 10 years old and 100,000 miles, have reached the end of their useful lives, and are becoming mechanically unreliable. This vehicle is vital to daily operations of the Solid Waste Division.

FINANCIAL IMPACT

Funding for this purchase was approved in the FY23 budget and is available in the Solid Waste Fund.

Recommended Action:

ATTACHMENTS

1. [Peoria Ford Quote.pdf](#)



PFVT MOTORS, INC.

CONTRACT #: **CTR059322**

QUOTE DATE: 9/2/2022

CUSTOMER: CITY OF PRESCOTT

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: F-350 SC 4X4 SOLID WASTE
ASSET 1146**

LEAD TIME: BANK OPENS 10/23

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	X3B	2023 FORD F-350 SUPER CAB 4X4 - 164" WB	\$ 51,325.00
2	99n	7.3L GAS ENGINE	INC
3	600A	XL EQUIPMENT PACKAGE	INC
4	YZ	OXFORD WHITE	INC
6	90L	POWER EQUIPMENT GROUP	INC
7	1S	CLOTH 40/20/40	INC
8	X3E	3.73 E LOCK REAR AXLE	INC
10	41P	SKID PLATES	INC
11	52B	TRAILER BRAKE CONTROLLER	INC
12	66S	UPFITTER SWITCHES	INC
13	18B	RUNNING BOARDS	INC
14	47B	SNOW PLOW PACKAGE	INC
15	86M	DUAL BATTERY	INC
16	DIO	2 ADDITIONAL KEYS	INC
17	DIO	WINDOW TINT	INC
18	UPFIT	DRAKE UPFIT HEADACHE RACK AND WORK LIGHTING PER PREVIOUS SPECS - QTE 73604	\$ 4,599.00
TAXABLE TOTAL			\$ 55,924.00
TAX			\$ 4,529.84
WARRANTY COST			\$ -
TIRE TAX			\$ 5.00
FREIGHT			\$ -
TOTAL PER UNIT			\$ 60,458.84
QUANTITY OF UNITS			1
PO TOTAL			\$ 60,458.84



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 10-11-22

DEPARTMENT: Public Works

AGENDA ITEM: Approval of City Contract No. 2023-063 with VersaTube Building Systems, Inc., for the Purchase of Two (2) Steel Structures to Cover De-Icer and De-Icer/Cinder Mix at a Total Cost of \$30,811.53. Funding is Available in the Streets Fund.

ITEM SUMMARY

The Public Works Department, Street Maintenance Division requests approval of a contract for the purchase of two steel cover/structures for storage of De-Icer and De-Icer/Cinder mix products at the Sundog Ranch Road street maintenance yard and at the Rodeo Grounds, at a total cost of \$30,811.53.

BACKGROUND

The Street Maintenance Division of the Public Works Department is responsible for snow plowing and de-icing operations on over 700 lane-miles of streets Citywide. As part of the snow operations, a mixture of red cinders and a de-icing agent is used for traction and de-icing of roadways. The materials are purchased in bulk, then mixed and stored until needed at the Sundog Ranch Road street maintenance yard and at the Rodeo Grounds.

Currently, there is an existing structure at the street maintenance yard to protect the mixed product at the Sundog yard, but cover for the bulk Ice Slicer product is needed for the Sundog yard and the Rodeo Grounds locations to protect the Ice Slicer from spoilage from rain and snow, as well as prevent runoff into the City's storm drain system or drywells. In fact, keeping Ice Slicer from running off during rain and snow events, into two nearby City drywells, is required under the City's Multi-Sector General Permit (MSGP) from the Arizona Department of Environmental Quality (ADEQ).

Three quotes were received. Staff recommends selecting the lowest-priced quote, from VersaTube Building Systems, Inc.

FINANCIAL IMPACT

Funding is available in the FY23 budget from the Streets Fund.

Recommended Action:

ATTACHMENTS

1. [Versatube Invoice - The City of Prescott.pdf](#)



PROFORMA INVOICE

Remit To: VersaTube Building Systems, Inc.
50 Eastley Street
Collierville TN 38017

Date: 9/27/2022
INVOICE #: 28608

Bill To: The City of Prescott

Ship To: The City of Prescott

Contact: Brian Scott
Phone: (928) 777-1126
Email: brian.scott@prescott-az.gov

Contact: Brian Metcho
Phone: (928) 777-1126
Email: Brian.Metcho@prescott-az.gov

Ship Via: LTL Common
Ship Date: TBD
Unloading: Customer Unloads

Sales Person: Eric Thor

Item / Description	Quantity	Unit Price US\$	Total Price US\$
Design ID:	1	Subtotal: \$18,075.00	
Grand Carport 3-Sided 28W x 60L x 8H		Tax: \$1,525.23	
2" x 3" Main Frame @ 5' o/c Truss Spacing		Grand Total: \$19,600.23	
Design ID: 1358883			
Concrete Anchors			
 Grand Carport 3-Sided 28W x 30L x 8H	1	Subtotal: \$10,329.00	
2" x 3" Main Frame @ 5' o/c Truss Spacing		Tax: \$882.30	
Design ID: 1358887		Grand Total: \$11,211.30	
Concrete Anchors			
 NS00031 29GA Sheet Metal and Trim Package	2		
SM Colors:			
Roof: <u>TBD</u>			
Walls: <u>TBD</u>			
Trim: <u>TBD</u>			
 Stamped Engineered Drawing Package	2	Included In Total Price	
Includes 3 wet set copies certified			
55 Business Day Lead Time			
W.V. structural stamp			

NOTES:

Engineered Drawings 55 Business Day Lead Time
Sheet Metal packages will drop ship separately of Frame Kit

Invoice Sub-Total: \$28,404.00
Tax: \$2,407.53
Total: \$30,811.53



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **Recreation Services**

AGENDA ITEM: Approval of City Contract No. 2023-055 for the Purchase of Five (5) Vehicles. One (1) Ford Ranger and Four (4) Identical F-250 4X4 Utility Body Trucks from Peoria Ford using State of Arizona Contract No. CTR059322 Pricing in the Total Amount of \$273,419.32. Funding is Available in the Facilities Management, Golf Course Maintenances, and the Parks Maintenances Funds.

ITEM SUMMARY

The Recreation Services Department working in conjunction with the Fleet Services Division, is requesting authorization to purchase one (1) Ford Ranger 4X2 crew cab for Golf Course to replace 889, one (1) Ford F-250 4X4 utility body truck for Facilities Management to replace 1192 and three (3) Ford F-250 utility body truck for Parks Maintenance to replace 1073, 1105 and 924. Vehicle purchase include aftermarket up-fitting equipment such as toolboxes, safety lights and other appurtenances.

BACKGROUND

The Recreation Services Department and Fleet Services Division collaborate to replace aging vehicles that have reached the end of their useful lives and/or becoming mechanically unreliable. These vehicles are used for a wide variety of tasks including daily operations, golf course repair, building maintenance, customer service, emergency repairs and more. The age and mechanical condition of the five vehicles No. 1073, 1192, 1105, 924 and 889 have made continued use of the vehicles cost prohibitive due to the magnitude of repairs in vehicles of this type and age. The average age of these vehicles being replaced is over 19 years old. Recreation Services vehicle replacement was reviewed and approved by the Fleet Asset Review Board (FARB) for FY23.

FINANCIAL IMPACT

Quotes for the truck replacements are attached to this Council memo and these items have been budgeted:

889 Replacement - \$33,510.60
924 Replacement - \$59,977.18
1105 Replacement - \$59,977.18
1073 Replacement - \$59,977.18
1192 Replacement - \$59,977.18

Recommended Action:

ATTACHMENTS

- 1.[QUOTE-RANGER-CREW-4X2-S218-ASSET 889.pdf](#)
- 2.[QUOTE-F-250 RC 4X4 BOX DELETE-REC SERV-ASSET 1073 1192 924 1105 - REVISION - 8222 - FINAL.pdf](#)
- 3.[UPFIT - 73602 DRAKE QUOTE - 1192 1073.pdf](#)



PFVT MOTORS, INC.

CONTRACT # CTR059322

QUOTE DATE: 8/2/2022

CUSTOMER: CITY OF PRESCOTT

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 RANGER - REC
S218-ASSET 899**

LEAD TIME: 12 WEEKS ARO

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	R4E	2022 RANGER 4X2 CREW CAB 126"WB	\$ 30,995.00
2	YZ	OXFORD WHITE	INC
3	QH	EBONY CLOTH SEATS	INC
4	100A	EQUIPMENT GROUP	INC
5	99H	2.3L ECOBOOST ENGINE	INC
6	52B	CRUISE CONTROL	INC
7	67F	XL POWER EQUIPMENT	INC
8	DIO	2 BASIC KEYS	INC
9	DIO	TINT	INC
		TAXABLE TOTAL	\$ 30,995.00
		SALES TAX	\$ 2,510.60
		WARRANTY COST	\$ -
		TIRE TAX	\$ 5.00
		FREIGHT	\$ -
		TOTAL PER UNIT	\$ 33,510.60
		QUANTITY OF UNITS	1
		PO TOTAL	\$ 33,510.60

***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

THANK YOU FOR YOUR BUSINESS!



PFVT MOTORS, INC.

CONTRACT #: **CTR059322**

QUOTE DATE: 8/2/2022

CUSTOMER: CITY OF PRESCOTT

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: REC SERVICES

ASSET 1073, 1192, 1105, 924

LEAD TIME: BANK OPENS 10/23

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	F2B	2023 FORD F-250 REGULAR CAB 4X4 - 142" WB	\$ 44,099.52
2	996	6.2L V8 GAS ENGINE	INC
3	600A	XL EQUIPMENT PACKAGE	INC
4	PAINT	OXFORD WHITE	INC
6	90L	POWER EQUIPMENT GROUP	INC
7	1S	CLOTH 40/20/40	INC
8	X3E	3.73 E LOCK REAR AXLE	INC
10	41P	SKID PLATES	INC
11	52B	TRAILER BRAKE CONTROLLER	INC
12	66S	UPFITTER SWITCHES	INC
13	18B	RUNNING BOARDS	INC
14	525	CRUISE CONTROL	INC
15	66D	BOX DELETE	INC
16	872	REAR CAM AND PREP PACK	INC
17	512	SPARE TIRE AND JACK	INC
18	DIO	2 ADDITIONAL KEYS	INC
19	DIO	WINDOW TINT	INC
20	UPFIT	DRAKE UPFIT - UTILITY BODY - 73602	\$ 11,378.91
TAXABLE TOTAL			\$ 55,478.43
TAX			\$ 4,493.75
WARRANTY COST			\$ -
TIRE TAX			\$ 5.00
FREIGHT			\$ -
TOTAL PER UNIT			\$ 59,977.18
QUANTITY OF UNITS			1
PO TOTAL			\$ 59,977.18

DRAKE EQUIPMENT OF ARIZONA

2235 S 19TH AVE
PHOENIX, AZ 85009

QUOTATION

Quote Number: 73602
Quote Date: Aug 1, 2022
Page: 1

Voice: 602.278.2552
Fax: 602.278.0427

Quoted To:

PEORIA FORD
ATTN: ACCTS PAYABLE
9130 W BELL RD
PEORIA, AZ 85382

Customer ID	Good Thru	Payment Terms	Sales Rep
PEOFOR	8/31/22	Net 10 Days	120DL00

Quantity	Item	Description	Unit Price	Amount
		56" CA, SRW		
		-		
1.00	021-964016	96" UTILITY BODY, 15" DEEP COMPT LOW PROFILE BODY, ELECTROGALVANIZED STEEL CONST, LOCKING HANDLES, ADJUSTABLE SHELVING, UNDERCOATED, PRIMED	5,310.41	5,310.41
1.00	021-400001	INCREASE BODY HEIGHT TO 42"	368.28	368.28
1.00	037-371506	CUSTOM SERVICE BODY LOUVERED HA RACK...REQUIRES MEASUREMENTS	631.07	631.07
1.00	021-213658	79" STEP BUMPER	500.39	500.39
1.00	021-000011	STB SERVICE BODY LED LIGHT KIT	104.49	104.49
1.00	001-507000	INSTALL SERVICE BODY	792.00	792.00
1.00	001-507002	PAINT WHITE INDUSTRIAL GRADE POLYURETHANE	1,077.00	1,077.00
4.00	006-369600	MPS600U-AA SURFACE MOUNT AMBER STROBE	225.15	900.60
2.00	001-524000	INSTALL 2 SURFACE MOUNT LEDS	225.00	450.00
1.00	010-110116	15K RECEIVER HITCH WITH 2.5" RECEIVER TUBE..SUBJECT TO VISUAL INSPECTION	969.53	969.53
1.00	003-581500	7 WAY POLY TRUCK END	18.52	18.52
1.00	003-582300	7 WAY MOUNT BRACKET	5.82	5.82
1.00	001-502101	INSTALL PRE-WIRE PLUG AT REAR OF TRUCK	68.80	68.80
1.00	001-506995	INST OEM BU CAMERA	182.00	182.00
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

DRAKE EQUIPMENT OF ARIZONA2235 S 19TH AVE
PHOENIX, AZ 85009**QUOTATION**Quote Number: 73602
Quote Date: Aug 1, 2022
Page: 2Voice: 602.278.2552
Fax: 602.278.0427**Quoted To:**PEORIA FORD
ATTN: ACCTS PAYABLE
9130 W BELL RD
PEORIA, AZ 85382

Customer ID	Good Thru	Payment Terms	Sales Rep
PEOFOR	8/31/22	Net 10 Days	120DL00

Quantity	Item	Description	Unit Price	Amount
	00-SUB TO INSPECT 00-DEALER ORDER	- PRICE IS SUBJECT TO VISUAL INSPECTION OF VEHICLE TO BEGIN WORK-REVIEW FOR ACCURACY AND EMAIL OR FAX BACK WITH SIGNATURE AND PO STK/VIN_____ ORDER BY_____		
			Subtotal	11,378.91
			Sales Tax	
			TOTAL	11,378.91

**COUNCIL AGENDA MEMO****MEETING TYPE/DATE: VOTING MEETING 10-11-22****DEPARTMENT: Community Development**

AGENDA ITEM: Approval of City Contract No. 2023-083 for the Purchase of Two (2) Identical 2022 Ford Escape SE AWD Vehicles with Standard Equipment from Peoria Ford using State of Arizona Contract No. CTR059322 with Pricing in the Total Amount of \$67,410.36. Funding is Available in the General Fund.

ITEM SUMMARY

The Community Development Department, working in conjunction with the Fleet Services Division, is requesting authorization to purchase two (2) identical 2021 Ford Escape S AWD Vehicles for the Building Inspection team to replace existing vehicles (1169 and 1119) in like kind. Vehicle purchase costs include standard equipment plus safety lights.

BACKGROUND

Community Development and the Fleet Services Division collaborate to replace aging inspection vehicles that have reached the end of their useful lives and/or are becoming mechanically unreliable. Community Development utilizes its vehicles for site and building inspections on a daily basis. The age and mechanical condition of the two vehicles to be replaced, Nos. 1169 and 1119, have made continued use of the vehicles cost prohibitive due to the magnitude of repairs in vehicles of this type and age. Inspection staff has worked very closely with Fleet Services to gain maximum utility from the existing fleet, having juggled major repair scenarios across our department fleet to avoid any issues with service delivery. But with the majority of our fleet 10+ years old, the daily use requirements of our department have created an untenable repair scenario if we do not begin to replace the oldest, most repair prone vehicles with new vehicles.

FINANCIAL IMPACT

Funding is available and has been budgeted in the General Fund. Quotes for the vehicle replacements are attached to this Council memo:

1169 = \$33,705.18

1119 = \$33,705.18

Total = \$67,410.36

Recommended Action:

ATTACHMENTS

- 1.[QUOTE-ESCAPE-AWD-S247-ASSET 1169.pdf](#)
- 2.[QUOTE-ESCAPE AWD-S248-ASSET 1119.pdf](#)



PFVT MOTORS, INC.

CONTRACT # **CTR059322**

QUOTE DATE: 7/11/2022

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

CUSTOMER: CITY OF PRESCOTT

CONTACT: JUSTIN HILL

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

REFERENCE: **ESCAPE AWD**

S247-ASSET 1169

1FMCU9G64NUB31461

LEAD TIME: 8 Weeks

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	U9G	2022 ESCAPE SE AWD	\$ 30,550.00
2	996	1.5L ECOBOOST	INC
3	50C	ALL-WEATHER FLOOR LINERS	INC
4	51Q	MINI SPARE	INC
5	PAINT	OXFORD WHITE	INC
6	60S	REVERSE SENSING	INC
7	DIO	2 ADDITIONAL FOBS	INC
8	DIO	TINT	INC
9	UPFIT	MINI AMBER LIGHTBAR	\$ 625.00
TAXABLE TOTAL			\$ 31,175.00
SALES TAX			\$ 2,525.18
WARRANTY COST			\$ -
TIRE TAX			\$ 5.00
FREIGHT			\$ -
TOTAL PER UNIT			\$ 33,705.18
QUANTITY OF UNITS			1
PO TOTAL			\$ 33,705.18

THANK YOU FOR YOUR BUSINESS!



PFVT MOTORS, INC.

CONTRACT # **CTR059322**

QUOTE DATE: 7/11/2022

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

CUSTOMER: CITY OF PRESCOTT

CONTACT: JUSTIN HILL

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

REFERENCE: **ESCAPE AWD**

S248-ASSET 1119

1FMCU9G64NUB31458

LEAD TIME: 8 Weeks

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	U9G	2022 ESCAPE SE AWD	\$ 30,550.00
2	996	1.5L ECOBOOST	INC
3	50C	ALL-WEATHER FLOOR LINERS	INC
4	51Q	MINI SPARE	INC
5	PAINT	OXFORD WHITE	INC
6	60S	REVERSE SENSING	INC
7	DIO	2 ADDITIONAL FOBS	INC
8	DIO	TINT	INC
9	UPFIT	MINI AMBER LIGHTBAR	\$ 625.00
TAXABLE TOTAL			\$ 31,175.00
SALES TAX			\$ 2,525.18
WARRANTY COST			\$ -
TIRE TAX			\$ 5.00
FREIGHT			\$ -
TOTAL PER UNIT			\$ 33,705.18
QUANTITY OF UNITS			1
PO TOTAL			\$ 33,705.18

THANK YOU FOR YOUR BUSINESS!

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **Finance**

AGENDA ITEM: Approval of Payment to Arizona Department of Revenue for the City's Share of the Modernization of the State's Integrated Tax System in the Amount of \$31,064.57. Funding is Available in the General Fund.

ITEM SUMMARY

This is the City's share of the cost to modernize the Arizona Department of Revenues integrated tax system.

BACKGROUND

As part of the FY2023 State Budget the Legislature approved the modernization of the Arizona Department of Revenues integrated tax system. As part of that multi year approval the State will assess all cities, towns, and counties a share of the project cost. This was included in HB2871 and the fee will continue for five years.

Our share of the first year assessment is \$31,064.57.

FINANCIAL IMPACT

This will be paid out of the General Fund. This new fee was not known when the City's FY23 Budget was being completed so a re-appropriation of budget may be needed.

Recommended Action:



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **Fire**

AGENDA ITEM: Approval of City Contract No. 2023-082 with Granite Mountain Training to Provide Clinical Opportunities and Supervision for Emergency Medical Services Training.

ITEM SUMMARY

This Agreement is a non-financial agreement for the purpose of providing supervised vehicular and/or clinical training for students of Granite Mountain Training, a non-profit corporation. The agreement will allow students taking Emergency Medical Technician Basic, Intermediate and Paramedic courses, to participate in ride-alongs on city vehicles, receive extraction training, and other skill training as deemed necessary and appropriate by the parties. All training shall adhere to the established protocols set forth by the Arizona Department of Health Services, Arizona Administrative Rules, and Arizona Revised Statutes and follow policies and protocols in effect by the City of Prescott.

BACKGROUND

The Prescott Fire Department is an all-hazards response agency that provides Advanced Life Support services. Students participating in local emergency medical services training programs rely on field clinical opportunities to develop skills as well as to complete state mandated clinical rotations. This agreement establishes the parameters for this training. The agreement outlines the terms, general requirements, termination clauses, indemnification, and risk management procedures to allow this to occur.

FINANCIAL IMPACT

This agreement does not have a direct fiscal impact and neither generates revenue nor spends specific city funds.

Recommended Action:

ATTACHMENTS

1. [Agency_Affiliation_Agreement_w_GRANITEMOUNTAINTRAINING-2022.pdf](#)

City Contract No.

AGREEMENT for CLINICAL AND FIELD TRAINING Between the City of Prescott and Granite Mountain Training

WHEREAS, THE CITY OF PRESCOTT ("CITY") has determined that providing educational clinical field training opportunities for students in emergency medical technician training programs will enhance the public purpose of promoting general public safety by properly training such students; and,

WHEREAS, the CITY of Prescott's Fire Department provides emergency medical services to the citizens of and visitors to the CITY of Prescott and surrounding communities, which services offer an opportunity for clinical and field training to students in emergency medical technician training programs to gain opportunities; and,

This Agreement ("Agreement") is entered into by and between the CITY OF PRESCOTT through its Fire Department, hereinafter referred to as CITY, and GRANITE MOUNTAIN TRAINING, an Arizona non-profit corporation, -hereinafter referred to as "GRANITE MOUNTAIN", on this ____ day of _____, 2022, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this Agreement, its Exhibits, Attachments and Appendices, which together shall be referred to as the "Agreement".

PURPOSE

This Agreement is a non-financial agreement for the purpose of delineating the duties and responsibilities of the parties as CITY provides supervised vehicular and/or clinical training for students of GRANITE MOUNTAIN taking Emergency Medical Technician Basic, Intermediate and Paramedic courses, ride-alongs on City vehicles, extraction training, and other skill training as deemed necessary and appropriate by the parties. All training shall adhere to the established protocols set forth by the Arizona Department of Health Services, Arizona Administrative Rules, and Arizona Revised Statutes.

GENERAL AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth:

- A. CITY Staff means a person employed by the CITY for the purpose of training, coordinating, or administering Student activities and training under the Program.

- B. Clinical Training means the supervised clinical training provided by CITY, more specifically set forth on Attachment A.
- C. Curriculum means the curriculum identified in the U.S. Department of Transportation, National Highway Traffic Safety Administration, EMT-Paramedic: National Standard Curriculum (1998), or any subsequent current revision of the same.
- D. Director means the GRANITE MOUNTAIN employee who serves as their Program Director, or their authorized delegate, who is responsible for course planning, organization, administration, periodic review, program evaluation, continued development, and effectiveness of GRANITE MOUNTAIN'S educational program to train students to become certified emergency medical technicians or emergency paramedics.
- E. Program means the GRANITE MOUNTAIN program of instruction in Clinical Training or Vehicular Training as provided by the CITY and more specifically set forth in the Attachments hereto.
- F. Student means any person registered with GRANITE MOUNTAIN and enrolled in the Program.
- G. Vehicular Training means supervised training in the use of emergency vehicles provided by CITY and more specifically set forth in Attachment B.

2. **COMMENCEMENT and DURATION**

This agreement will commence and the CITY will begin to offer clinical and vehicular training on the date of execution of this Agreement and will continue for a period of three (3) one (1) year terms , unless either party gives the other written notice of its intention to terminate the agreement as provided herein.

3. **NOTICE**

Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below. Notice by personal delivery shall be effective upon the date of such delivery and service by mail shall be effective upon receipt by the party to whom addressed or three (3) days after deposit, postage prepaid, with the United States Postal Service, unless otherwise indicated in said notice.

Notice to CITY:

PRESCOTT CITY FIRE DEPARTMENT
1700 Iron Springs Rd.
Prescott. AZ 86301
Phone: (928) 445-5555

Notice to GRANITE MOUNTAIN:

4. GENERAL REQUIREMENTS

- A. The terms of this Agreement shall be construed in accordance with Arizona law; any action thereon shall be brought in the appropriate court in the County of Yavapai, State of Arizona.
- B. The CITY shall, without limitation and at its own expense, obtain and maintain all licenses, permits and authority to do business, render services and perform work under this Agreement, and shall comply with all applicable federal, state and local laws.
- C. Either party may request immediate removal of any person from field/clinical rotations, whether student or instructor, if the party has reasonable cause to believe the person is in violation of the CITY'S or GRANITE MOUNTAIN'S policies of acceptable behavior. The CITY may immediately remove any student from field/clinical rotations and the Program, if the CITY has reasonable cause to believe the student is in violation of the CITY'S or GRANITE MOUNTAIN'S policies of acceptable behavior.

5. AMENDMENTS AND INTEGRATION

This Agreement represents the entire and integrated Agreement between the CITY and GRANITE MOUNTAIN 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 GRANITE MOUNTAIN. 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.

This Agreement contains all of the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver, of any defense, in a suit brought against GRANITE MOUNTAIN or the CITY in any State or Federal Court.

6. ASSIGNMENT

Neither party may assign any rights, liability, obligations or duties under this contract without the prior written consent of the other party.

7. DEFAULT AND FORCE MAJEURE

In the event CITY fails to perform its obligations under this Agreement or otherwise

materially breaches this Agreement, the Director may suspend, modify or recommend that GRANITE MOUNTAIN terminate this Agreement immediately upon written notice to the CITY. Either party may terminate this Agreement upon the happening on any event of force majeure which would jeopardize the ability of such party to perform any of its obligations hereunder. Neither party shall be liable to the other in fulfillment of their mutual obligations under this Agreement arising out of or caused directly or indirectly, by forces beyond their control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

8. TERMINATION

- A. This Agreement will commence on the date of execution and will continue for a period of three (3) one (1) year terms, unless either party gives the other written notice of its intention not to renew the agreement at least thirty (30) days prior to the termination date of a one year term.
- B. Either party may terminate this Agreement by delivering written notice of intent to terminate to the other party not less than thirty (30) days prior to the termination date of the then current one year term. Termination shall only be effective on the termination date of the then-current term, and no termination shall affect the students who are currently enrolled in the clinical or vehicular program at the time of termination; any student in good standing who is assigned to clinical/vehicular training, at the time of termination, will be allowed to complete the current semester's clinical/vehicular training assignments. A.A.R., R9-25-304 B2.
- C. The parties do not anticipate joint purchase of any property under this Agreement. Upon termination of this Agreement, each party shall retain the property owned by that party, and if a party is in possession of property owned by the other party, the property shall be returned to the party owning the property.

9. SEVERABILITY

Any provision of this Agreement which a court of competent jurisdiction determines to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

10. STRICT COMPLIANCE

Acceptance by either party of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for any other performance or any future performance obligations. Any waiver of the performance obligations under this Agreement must be in writing and signed by the waiving party.

11. INDEMNIFICATION

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

12. INSURANCE

GRANITE MOUNTAIN and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by GRANITE MOUNTAIN, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Agreement.

The CITY in no way warrants that the minimum limits contained herein are sufficient to protect GRANITE MOUNTAIN from liabilities that might arise out of the performance of the work under this Agreement by GRANITE MOUNTAIN, his agents, representatives, employees, or subcontractors. GRANITE MOUNTAIN is free to purchase such additional insurance as may be determined necessary.

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

1. On insurance policies where the CITY of Prescott is named as an additional insured, the CITY of Prescott shall be an additional insured to the full limits of liability purchased by GRANITE MOUNTAIN even if those limits of liability are in excess of those required by this Agreement.
2. GRANITE MOUNTAIN'S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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 Agreement in the insurance policies above shall require a thirty (30) day written notice.

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.

Verification of Coverage: GRANITE MOUNTAIN shall furnish the CITY with certificates of insurance (ACORD form or equivalent approved by the CITY) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the CITY before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Risk Management Division, City of Prescott Legal Department, 221 South Cortez Street, Prescott, AZ 86303. The CITY contract number and project description shall be noted on the certificate of insurance. The CITY reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

Insurance Requirements – GRANITE MOUNTAIN shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

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

- | | |
|--|--------------|
| • General Aggregate | \$ 2,000,000 |
| • Products – Completed Operations Aggregate | \$ 1,000,000 |
| • 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 named insured/ Granite Mountain."

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

Combined Single Limit (CSL)

\$1,000,000

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

"The CITY of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of named insured/ Granite Mountain."

Worker's Compensation and Employer's Liability:

Workers' Compensation Employer's Liability	Statutory
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the CITY of Prescott for losses arising from work performed by or on behalf of GRANITE MOUNTAIN.

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

Prior to commencement of the Program under this Agreement, GRANITE MOUNTAIN 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.

13. SAFEGUARDING OF PATIENT INFORMATION

Each party will treat medical records of all patients as confidential and comply with all federal and state laws and regulations regarding the confidentiality of patient records. Each party agrees to comply with the requirements of the standards of privacy for individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANITE MOUNTAIN will assure that all students have received sufficient instruction in and are competent to act in compliance with all federal and state laws and regulations regarding the confidentiality of patient records and the standards of privacy for individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

14. RIGHTS IN DATA

Subject to FERPA, HIPAA and applicable state laws, the parties shall have the use of data and reports resulting from this Agreement without cost or restriction except as may be established

by law or applicable regulation.

15. NON-DISCRIMINATION

With regard to GRANITE MOUNTAIN'S agreements herein and during its performance of this Agreement GRANITE MOUNTAIN will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. GRANITE MOUNTAIN 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.

16. FINANCIAL CONSIDERATION

Each party shall be responsible for the expenses it incurs under this Agreement in providing the Program. The parties anticipate that no funds will be exchanged between the parties.

17. RESPONSIBILITIES OF THE CITY

A. When planning for observation and practical experience for the Students. CITY will establish and use proper administrative procedures acceptable to GRANITE MOUNTAIN.

B. CITY will provide supervision and instruction of Students enrolled in the Program pursuant to ARS § R9-25-312, or other law applicable to the supervision and instruction of students in emergency medical services.

C. CITY will stipulate that Students and CITY Staff participating in the Program adhere to GRANITE MOUNTAIN policies, rules and regulations.

D. CITY will specify that each person, whether Student or CITY Staff, participating in the Program needs to meet the same health standards required of employees of GRANITE MOUNTAIN and/or CITY. Either party may, at any time and for reasonable cause, request a Student or CITY Staff to submit to a physical examination by a licensed physician. Payment of the costs for such physical examination shall be the responsibility of the Student or CITY Staff being examined. For the purposes of this Agreement, the term "reasonable cause" will include, but not be limited to, signs of drug or alcohol use during training.

E. CITY will assign a professional, qualified CITY Staff to liaise with GRANITE MOUNTAIN concerning the training of each Student in the Program.

F. CITY will establish and maintain records of the logging of date, time in and time out for each Student in the Program and shall prepare any reports or further records necessary for the Program as agreed between GRANITE MOUNTAIN and CITY. CITY will not give out student information to another entity without written consent from GRANITE

MOUNTAIN (in compliance with FERPA laws).

G. CITY will ensure that Student dress and grooming is appropriate for the Program. CITY may immediately suspend any Student from the Program if the Student fails to comply with the dress or grooming standards.

H. CITY will provide vehicular extraction training for Students.

18. **RESPONSIBILITIES OF GRANITE MOUNTAIN -**

A. GRANITE MOUNTAIN will provide facilities suitable to the needs of the Program as agreed upon between GRANITE MOUNTAIN and CITY.

B. GRANITE MOUNTAIN will assign a professional, qualified person to liaise with CITY concerning the training of the Students in the Program.

C. GRANITE MOUNTAIN will provide to CITY a list of Students who will participate in each Program prior to the commencement of the Program.

D. Prior to commencement of the Program, GRANITE MOUNTAIN will provide to CITY a curriculum outline and objectives, as specified in Attachment C hereto, and any necessary training aids and data relating to the various training phases of the Program.

E. GRANITE MOUNTAIN will provide a copy of its policies, rules and regulations to CITY and shall keep CITY informed of changes to such which affect the Program, Students and CITY Staff.

F. GRANITE MOUNTAIN shall designate for participation in this Program only those students who have successfully completed the academic training necessary for their successful participation in the designated Program and are in good standing with the CITY and its Fire Department. GRANITE MOUNTAIN will ensure that Students recommended to the CITY for participation in the CITY'S clinical training shall have demonstrated competence in skills and knowledge in the didactic and laboratory components of GRANITE MOUNTAIN'S course of training in compliance with the United States Department of Transportation, National Highway Traffic Safety Administration, EMT-Paramedic: National Standard Curriculum (1998). The required competence and skill of Students shall include but not be limited to basic competencies and skills in communication, documentation, and pharmacology math, the Prerequisites and preparatory competencies section materials that are identified in the course introductory materials under the heading "The EMT-Paramedic: National Standard Curriculum, Prerequisites" of the Curriculum, the psychomotor skills recommended by the Curriculum, including but not limited to airway and ventilation maintenance and patient assessment, all sufficient to competently participate in the Program.

G. GRANITE MOUNTAIN shall ensure that all students recommended for participation in the Program have received sufficient instruction and are competent to act in compliance with all federal and state laws and regulations regarding the confidentiality of patient

records and the standards of privacy for individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- H. GRANITE MOUNTAIN shall ensure that all students and clinical instructors completing clinical activity at the CITY Fire Department are in compliance with all employee health standards and requirements of the CITY and the specific department of student placement which will include any or all of the following : negative TB skin test or negative chest x-ray, within 12 months prior to the start of this clinical experience, Measles/Mumps/Rubella immunization, HCP CPR card, Hepatitis B immunization or signed waiver and appropriate level of education required for the student's participation concerning OSHA Blood Borne Pathogen Regulations and Universal Blood and Body Fluids Precautions.
- I. GRANITE MOUNTAIN shall immediately remove from the CITY Program any staff member identified as unacceptable by the CITY and GRANITE MOUNTAIN.
- J. GRANITE MOUNTAIN shall immediately remove from the CITY Program and participation in the Program any student identified as unacceptable by the CITY.

19. **MUTUAL RESPONSIBILITIES OF GRANITE MOUNTAIN AND CITY**

- A. GRANITE MOUNTAIN and CITY will confer at such times as mutually agreed upon to evaluate the educational performance of the Students.
- B. The Program and GRANITE MOUNTAIN do not consider participating Students employees of the CITY for liability or Workers' Compensation purposes; but, rather as a student in the Program phase of the Student's educational development.
- C. GRANITE MOUNTAIN expressly agrees neither it nor GRANITE MOUNTAIN'S Staff or participating students are City employees, and they are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. GRANITE MOUNTAIN agrees that consistent with such status, and that neither it, its staff or its Students will hold themselves out nor claim to be an officer or employee of the City by reason thereof, and that they 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 workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- D. The number of Students enrolled in the clinical vehicular section of the Program shall be mutually agreed upon by the parties in writing, prior to each training period commencement.
- E. This Agreement shall be subject to cancellation pursuant to Arizona Revised Statutes Section 38-511, the terms of which are hereby incorporated by reference as if fully set forth herein.

20. WAIVER OF JURY TRIAL

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.

21. WAIVER OF ATTORNEY'S FEES

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 Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law.

22. COMPLIANCE WITH FEDERAL AND STATE LAWS

GRANITE MOUNTAIN 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.

Under the provisions of A.R.S. § 41-4401, GRANITE MOUNTAIN hereby warrants to the CITY that GRANITE MOUNTAIN 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").

23. NO AGENCY RELATIONSHIP

Nothing in this Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Contract shall be that of independent contractors, not joint venture, agent or business partners.

24. SAVINGS (Severability) AND NON-WAIVER

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Granite Mountain Training

City

NAME: _____
(Printed)

City of Prescott

SIGNATURE: _____

Philip R. Goode, Mayor

TITLE: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

[legal]

11/9/12

ATTATCHMENTS

ATTACHMENT A CLINICAL TRAINING

The following is a listing of the skills and procedures that the Paramedic Students of GRANITE MOUNTAIN may perform while in Clinical Training.

Emergency Paramedics shall be competent in advanced airway support techniques, advanced physical assessment techniques and parenteral drug therapy.

A) Skills that the Paramedics shall be trained to perform:

- 1) Manages Airway management via Endotracheal Intubation, insertion of Esophageal Obturator Airway, Cricothyrotomy, and ventilate unintubated patients of all ages.
- 2) Initiates Gastric suctioning via insertion of a nasal gastric tube.
- 3) Safely gain venous access and administer agents in all age groups.
- 4) Initiate and maintain peripheral intravenous fluid therapy.
- 5) Initiate and maintain central line fluid therapy.
- 6) Administer medications as approved by the Arizona Department of Health Services
- 7) Draws blood (Phlebotomy)
- 8) Perform Needle Throacostomy
- 9) Provides Cardiac Defibrillation or Synchronized Cardioversion.
- 10) Perform comprehensive assessment, formulate and implement a treatment plan, for all age groups, with various pathologies and complaints. As stated in R9-2S-308 of the AZ DHS Rules and Regulations.

During all training aspects, all students will be precepted by CITY personnel with two years experience in their respective certification levels as stated in AZ Health Services R9-2S-312 D. During Clinical Training, this is usually a Doctor, Nurse, Nurse Practitioner, Anesthesiologist, or Paramedic depending on the rotation.

All on-line protocol procedures outlined for the Paramedic student may be conducted **only** under the direct supervision of preceptors and only after receiving direction from medical control.

ATTACHMENT B

VEHICULAR TRAINING

The following is a listing of the skills and procedures that the Paramedic students of GRANITE MOUNTAIN may perform while in Vehicular Training. While in Vehicular Training, the Paramedic students will be precepted by a Paramedic who has been certified for more than two years in the State of Arizona.

Emergency Paramedics shall be competent in advanced airway support techniques, advanced physical assessment techniques and parenteral drug therapy.

A) Skills that the Paramedics shall be trained to perform:

- 1) Manages Airway management via Endotracheal Intubation, insertion of Esophageal Obturator Airway, Cricothyrotomy, and ventilate unintubated patients of all ages.
- 2) Initiates Gastric suctioning via insertion of a nasal gastric tube.
- 3) Safely gain venous access and administer agents in all age groups.
- 4) Initiate and maintain peripheral intravenous fluid therapy.
- 5) Initiate and maintain central line fluid therapy.
- 6) Administer medications as approved by the Arizona Department of Health Services
- 7) Draws blood (Phlebotomy)
- 8) Perform Needle Throacostomy
- 9) Provides Cardiac Defibrillation or Synchronized Cardioversion.
- 10) Perform comprehensive assessment, formulate and implement a treatment plan, for all age groups, with various pathologies and complaints. As stated in R9-25-308 of the AZ DHS Rules and Regulations.
- 11) In Vehicular settings only: Serve as a team leader in a variety of pre-hospital emergency situations.

During all training aspects, all students will be precepted by CITY personnel with two years experience in their respective certification levels as stated in AZ Health Services R9-25-312.D. During Vehicular Training, this is usually a Nurse or Paramedic depending on the rotation.

All on-line protocol procedures outlined for the Paramedic student may be conducted only under the direct supervision of preceptors and **only** after receiving direction from medical control.

ATTACHMENT C
EMT BASIC
CLINICAL VEHICULAR TRAINING

The following is what the EMT Basic may perform; not to exceed their scope of practice.

Emergency Medical Technician Basics shall be competent in basic assessment

- A) The student should interview, assess, and record the patient history and assessment.

Patient information

1. Chief complaint
2. Level of consciousness (AVPU) -mental status
3. Systolic blood pressure for patients greater than 3 years old
4. Skin perfusion (capillary refill) for patients less than 3 years old
5. Skin color and temperature
6. Pulse rate
7. Respiratory rate and effort

Administrative information

1. Time Incident Reported
2. Time Unit Notified
3. Time of Arrival at Patient
4. Time Unit Left Scene
5. Time of Arrival at Destination
6. Time of Transfer of Care

- B) The student may perform the skills that are approved and regulated by The Arizona Department of Health Services. Students will not perform any skill they have not yet covered in the classroom setting.

During all training aspects, all students will be precepted by CITY personnel with two years experience in their respective certification levels as stated in AZ Health Services R9-25-312 D. During Clinical Training, this is usually a Doctor, Nurse, Nurse Practitioner, Anesthesiologist, or Paramedic depending on the rotation.

All on-line protocol procedures outlined for the EMT Basic student may be conducted. **only** under the direct supervision of preceptors and only after receiving direction from medical control.

[legal]



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **City Manager**

AGENDA ITEM: Approval of City Contract No. 2023-080 for the Acceptance of a \$1,003,930.00 Grant from Arizona State Parks for the Granite Creek Corridor Project.

ITEM SUMMARY

This is to approve a project sponsor agreement with the Arizona State Parks & Trails for the receipt of a Land & Water Conservation Fund grant in the amount of \$1,003,930.00. The acceptance of these grant dollars will help complete the Granite Creek Corridor project as previously approved.

An equal City match is required, and was provided by the Council's approval of Contract No. 2023-064 (and associated project funding) on September 27, 2022.

BACKGROUND

Through Arizona State Parks, grant funding is available for projects such as the Granite Creek Corridor. The eligible portions of the project based on the criteria of this grant are related the improvements outside of Granite Creek itself. This includes access, lighting, the trail, retaining walls, etc. Grant funds will greatly help offset the costs associated with those improvements.

FINANCIAL IMPACT

The grant is for \$1,003,930.00. A City match of an equal amount and a surcharge of \$44,172.92 is required and was planned as part of the funding for the construction work approved in Contract No. 2023-064 on September 27, 2022.

Recommended Action:

ATTACHMENTS

1. [LWCF Draft Agreement Prescott--Granite Creek.pdf](#)
2. [LWCF_400775_Granite_Creek_Corridor_8_4_22 \(1\).pdf](#)

Arizona State Parks and Trails
23751 N 23RD Ave, Phoenix, AZ 85085
PROJECT SPONSOR AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and City of Prescott (PROJECT SPONSOR) becomes effective on the date of signature by the authorized representative of Arizona State Parks and Trails.

PROJECT TITLE: Granite Creek Corridor Project			PROJECT NUMBER: ASP # 04-00775 FBMS # P22AP02162-00 DUNS #: 15.916		
THIRD PARTY PARTICIPANT'S NAME:			FY OF REVENUE: 2022		
PROJECT PERIOD: 10/01/2022-12/31/2025					
GRANT PROGRAM: Land and Water Conservation Fund	GRANT AMOUNT: \$1,003,930.00	% 50%	PARTICIPANT MATCH: \$1,003,930.00	% 50%	TOTAL PROJECT COST: \$2,007,860.00
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A					
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: A.R.S. §41-511.26 RESOLUTION: 2020-1762					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD: Signature Kevin Brock Assistant Director Date					
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW. Project Sponsor's Signature Name(Typed) Date			PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional) Attorney's Signature Name (Typed) Date		

The most recent version of the General Provisions based on the Project Sponsor and project type are attached and incorporated into this agreement.

Arizona State Parks and Trails PROJECT SPONSOR AGREEMENT

Attachment A Approved Project Scope and Special Conditions

PROJECT SPONSOR: City of Prescott

PROJECT TITLE: Granite Creek Corridor Project

PROJECT NUMBER: 04-00775

PROJECT DESCRIPTION: The City of Prescott completed a master plan of the Granite Creek Corridor and Greenway Trail. This is a beautiful natural corridor through the urbanized downtown and is about a 1.2 mile stretch from Aubrey Street at the south to West Granite Creek Park to the north. It provides access to shopping, dining, entertainment, and other natural amenities with connection to another trail system.

The plan focuses on several improvements: access points to the trail, lighting for improved visibility and security, trail surface, retaining walls, vegetation control, enhancing creek crossings and adding amenities such as benches and a ramada. This project will bring the master plan into reality by developing these elements.

APPROVED PROJECT SCOPE:

Construction.....	\$2,007,860.00
Total:	\$2,007,860.00

DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH

Prescott will provide a minimum of 50% match with each reimbursement request.

SPECIAL CONDITIONS:

A surcharge of 4.4 % (\$44,172.92) of the grant award (\$1,003,930.00) is required for this project which must be paid prior to requesting first reimbursement.

The area acquired and/or developed with LWCF grant assistance shall be available to the general public for outdoor recreation use in perpetuity. Approved project work shall start no later than the specified project start up date. Development activities must begin within 6 months of the fully executed participant agreement.

The administration of this grant agreement is additionally subject to the contents of the “found at: https://arizona-content.usedirect.com/storage/gallery/pdf/Admin%20Guidelines%201_31_2022.pdf

Detailed quarterly reporting is required for all grants and due at the last day of each quarter. Failure to provide these reports when requested will result in delays with reimbursement requests and new grant agreements.

OTHER CONDITIONS

If any archeological remains are encountered during project related ground disturbance, work will cease in the are of the discovery and the participant will inform the Director of the Arizona State Museum pursuant to A.R.S. 41-844. The participant will then inform the Chief of Grant and Trails of the discovery to determine any further action that may be necessary.

The City of Prescott agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

BUILD AMERICA, BUY AMERICA

Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit:

<https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/madein-america>

All other terms and conditions remain unchanged.

Allocated project funds can only be expended on the designated scope items.

See the General Provisions

DRAFT

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Requirements

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this federally assisted project, including:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

2 CFR Parts 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;

2 CFR Part 180 & 1400, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, “Government-wide Debarment and Suspension (Non-Procurement)”;

43 CFR Part 18, New Restrictions on Lobbying;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, Reporting Subawards and Executive Compensation

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin at the date specified on the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period, unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. It is national policy to award a fair share of contracts to small and women- and minority-owned firms. The Department of the Interior and the National Park Service are strongly committed to the objectives of this policy and encourage all grant recipients to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible. In accordance with Executive Orders 11625, 12138, and 12432, recipients shall take the following steps to further this policy:
 - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. If applicable, the State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the applicable provisions of 2 CFR 200.
2. No grant or contract may be awarded by any grantee, subgrantee, or contractor of any grantee or subgrantee, to any party that has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the

State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. All Recipient financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with 31 USC 1352, the State certifies, as follows:

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

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

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

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

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (2 CFR Parts 182 & 1401), the State certifies that it will or continue to provide a drug-free workplace by:

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

I. Civil Rights Assurance (Ref: DI-1350)

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.

THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier

participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

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

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

L. Audit Requirements.

- 1) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
- 2) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- 3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

M. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- 1) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- 2) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 3) The Award Recipient shall insert the substance of this clause, including this paragraph (3), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

N. Reporting Subawards and Executive Compensation

a) Reporting of first-tier sub-awards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph E. of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a)1. of this award term to <http://www.fsrs.gov>.

- ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b) Reporting Total Compensation of Recipient Executives.
- 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
- 1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has

access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions.
 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For purposes of this award term:
 1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. Executive means officers, managing partners, or any other employees in management positions.
 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

O. Conflict of Interest

- 1) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- 2) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- 3) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

P. Reporting of Matters Related to Recipient Integrity and Performance (Note: Applicable only to grants where the LWCF share is \$500,000 or greater)

1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2) Proceedings You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five-year period; and
- c) Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

DRAFT

LWCF Project Area Boundary Map



Project Title: Granite Creek Corridor

Project Number: 04-00775

Sponsor: City of Prescott

Park Name: Granite Creek Corridor

Total Acres: 4.35

Address: 554 6th St, Prescott, AZ 86301

Project Coordinates: 34.540880, -112.472192

Mickey Rogers

Mickey Rogers, ASLO

9/23/22

Date

0 250 500 1,000 Feet



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **City Clerk**

AGENDA ITEM: Public Hearing and Consideration for a New Series 9 Liquor Store Liquor License Application from Arif Hakamali Samnani, Applicant, for Mike's Mini Market.
Location: 924 E Gurley Street.

ITEM SUMMARY

Liquor License Application

Amy S Nations has applied for a new Series 9 Liquor Store liquor license for Mike's Mini Market

License - Mike's Mini Market, 924 E Gurley Street

Applicant - Arif Hakamali Samnani

City Application No. - LIQR22-012

State Application No. - 206539

Sixty Day Processing Deadline - October 23, 2022

Staff Recommendation

Police Department - In Compliance

Community Development - In Compliance

Public Comments Received - None

NOTE: State law provides that for a liquor license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. 4-201). The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or a public or private school that is located in an area that is designated an entertainment district by the governing body of that city or town.

BACKGROUND

The application presented for consideration has complied with each of the following requirements:

1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and statements of opposition or statements of support received by the City Clerk and are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) within one year has violated any provision of a liquor license or had a liquor license revoked; or (2) within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether zoning is proper.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.

Recommendation of Approval

If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.

Recommendation of Disapproval

If the City Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

No Recommendation

If the City Council makes no recommendation, the Director may cancel the hearing and issue the license unless the Board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

FINANCIAL IMPACT

The application and license fees have been paid. There is no further financial impact for this item.

Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 206539 for an acquisition of control Series 9 liquor store liquor license application for Mike's Mini Market. Location: 924 E Gurley Street
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ATTACHMENTS

1. [Liquor Licenses Attachment A - Series Number Definitions.pdf](#)
2. [Liquor Licenses Attachment B - AZ Laws & Regulations.pdf](#)

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

- 1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 2 **Out-of-state Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 3 **Microbrewery**, less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.
- 4 **Wholesaler**, all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.
- 5 **Government**, all spirituous liquor, may sell to patrons to consume on premises.
- 6 **Bar**, all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 7 **Beer and Wine Bar**, beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 9 **Liquor Store**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 9S **Liquor Store with Sampling Privileges**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.
- 10 **Beer and Wine Store**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 10S **Beer and Wine Store with Sampling Privileges**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.
- 11 **Hotel/Motel w/Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 12 **Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 13 **Farm Winery**, produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.
- 14 **Private Club**, all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.
- 15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.
- 16W **Farm Winery Fair/Festival**, authorization issued for a specified period to a domestic farm winery to serve samples of its products and sell the products in individual portions for consumption on the premises or in original, unopened, containers for consumption off the premises.
- 18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

- 19 **Remote Tasting Room**, owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

NOTE: A.R.S.§4-207. (A) and (B) state that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S.§4-205.02) Series 12
- b) Hotel/motel license (A.R.S.§4-205.01) Series 11
- c) Microbrewery (A.R.S.§4-205.08) Series 3
- d) Craft Distillery (A.R.S.§4-205.10) Series 18
- e) Government license (A.R.S.§4-205.03) Series 5
- f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

**COUNCIL AGENDA MEMO****MEETING TYPE/DATE: VOTING MEETING 10-11-22****DEPARTMENT: Finance****AGENDA ITEM: Adoption of Ordinance No. 2022-1801 Eliminating the 0.75% Transaction Privilege Tax Dedicated to Paying Down the City's Unfunded Liability in the Arizona Public Safety Personnel Retirement System.****ITEM SUMMARY**

This Ordinance ends the dedicated 0.75% transactions privilege tax for the pay down of the City's unfunded liability in our Arizona Public Safety Personnel Retirement System (PSPRS) effective December 31, 2022.

BACKGROUND

The City was not able to maintain service levels in the General Fund because of the escalating PSPRS annual required contributions caused by the high unfunded liability in the City Police and Fire trust funds. At the time of the election, the City was only 30% funded in our PSPRS trust funds.

On August 29, 2017, the voters approved a dedicated transaction privilege tax of 0.75% to pay down the PSPRS unfunded liability. The tax took effect on January 1, 2018, and would end the earlier of December 31, 2027, or at such time as the City's PSPRS unfunded liability is \$1.5 million or less as determined by actuarial value.

At the time of the election, Council made the commitment that additional General Fund Balance would be sent to PSPRS trust funds. And also committed to continuing the annual required contributions out of the General Fund each year. These steps, along with a stronger than projected transaction privilege tax, resulted in the City being able to end the tax December 31, 2022, five years early.

Since actuarial valuations for our PSPRS trust are not available until six months after year-end and we are required to give the Arizona Department of Revenue (ADOR) advance notice of changes in our local tax rate, we had to project our unfunded liability. We have to project 18 months from the June 30, 2021, actuarial validation to December 31, 2022. Our projections show that we will achieve the

unfunded liability below the \$1.5 million identified in the ballot language by December 2022.

Taxpayers shall be notified of the rate change via social media, the local newspaper, and the City of Prescott website. In addition, the Arizona Department of Revenue will include the rate change information on the ADOR website and will be included in the newsletters that are sent out to subscribers.

FINANCIAL IMPACT

This dedicated tax has reduced the City's unfunded liability at PSPRS reducing the escalating pension payments stabilizing the City's General Fund.

Recommended Action: MOVE to adopt Ordinance No. 2022-1801
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ATTACHMENTS

2.[Ordinance No. 2022-1801.docx](#)

ORDINANCE NO. 2022-1801

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ENDING THAT THREE QUARTERS OF ONE PERCENT (0.75%) TRANSACTION PRIVILEGE TAX DEDICATED TO THE PAYMENT OF THE CITY'S UNFUNDED LIABILITY TO THE ARIZONA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM ("PSPRS").

RECITALS:

WHEREAS, in compliance with Article VI, Section 7, of the Prescott City Charter, the voters approved a transaction privilege tax of three-quarters of one percent (0.75%), on August 29, 2017; and,

WHEREAS, the revenue from this tax were dedicated to the payment of the City of Prescott's ("City") unfunded liability to the Arizona Public Safety Personnel Retirement System (PSPRS); and,

WHEREAS, the tax took effect on January 1, 2018, and would end the earlier of December 31, 2027, or at such time as the City's PSPRS unfunded liability is \$1.5 million or less as determined by actuarial value; and,

WHEREAS, actuarial valuations of the City's unfunded liability in PSPRS are not available until six months after the valuation date and the Arizona Department of Revenue requires sixty days' notice to change the City's privilege tax, requiring City staff to estimate the transaction privilege tax receipts and their present value impact on the most current PSPRS actuarial valuation of the City's trusts; and,

WHEREAS, using the actuarial valuation of our PSPRS trusts dated June 30, 2021, and the projected present value impact of transaction privilege tax payments received and anticipated to be received, City staff estimates that the \$1.5 million actuarial value of the unfunded liability will be reached by December 31, 2022.

ENACTMENTS:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City's three quarter of one percent (0.75%) transaction privilege tax dedicated to the payment of the City's unfunded PSPRS liability is projected to have reduced the City's unfunded PSPRS liability below \$1.5 million dollars as of December 31, 2022, as determined by actuarial value, and, therefore, will have met the termination provisions of the ballot language.

SECTION 2. THAT the City's three quarter of one percent (0.75%) transaction privilege tax dedicated to the payment of the City's unfunded PSPRS liability will terminate and no longer be collected as of December 31, 2022.

SECTION 3. THAT the Mayor and City staff will work with the Arizona Department of Revenue to implement the termination of the City's three quarter of one percent (0.75%) transaction privilege tax dedicated to the payment of the City's unfunded PSPRS liability tax change and notify taxpayers.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 23rd day of August, 2022.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2022-1801 is a true, correct and accurate copy of Ordinance No. 2022-1801, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2022, 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 _____, 2022.

Seal

City Clerk



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 10-11-22

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 2022-1813, Amending Prescott City Code 3-10-8(F): Water Conservation Code, Incentive Program.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE 111 (BUILDING REGULATIONS), CHAPTER 3-10-8(F) (INCENTIVE PROGRAM)

ITEM SUMMARY

This item is for consideration of a revision to Prescott City Code 3-10-8(F): Water Conservation Code, Incentive Program, to revise the existing code to modify the incentive amounts for toilets, commercial urinals, passive rainwater harvesting and turf removal.

BACKGROUND

The Water Conservation Code Incentive Program is an on-going program that started in 2006 in an effort to encourage the retrofitting of high-water use indoor fixtures as well as the reduction of outdoor watering usage. At the September 6, 2022 Water Issues Subcommittee meeting, staff presented an overview of the program, which included a comparison of Prescott's incentive amount to other communities in the state, a review of the various devices' effectiveness in the program over the previous 5-year period, and a cost analysis of the devices from various retailers relative to the amount of the rebate being provided. This analysis resulted in recommendations for changes to the program as follows:

TOILETS

1.0 gallon per single flush toilet = \$150.00

1.0/1.28 gallons per dual flush toilet = \$125.00

1.28 single flush toilet = \$100.00

COMMERCIAL URINALS

Commercial Urinal = \$100.00

RAIN WATER CISTERN (RAIN BARREL)

50-65 gallon capacity rain barrel = \$0.50 per gallon of storage

75 gallon and larger capacity rain barrel = \$1.00 per gallon of storage

TURF

Turf Removal = \$1.00 per square foot

The minimum area requirement for residences and/or businesses is deleted

NO CHANGES

Staff is recommending no change to the incentive amounts for the following items:

WaterSense Smart Irrigation Timer = \$75.00

Washing Machines = \$200.00

Customers on Septic Systems: Additional \$50.00

Rain Garden = \$3.00 per square foot of basin footprint

Hot Water Recirculation System = \$150.00

This topic was discussed with the Water Issues Subcommittee at their meeting on September 6, 2022.

The Subcommittee unanimously recommended to move the revisions to City Council for approval.

FINANCIAL IMPACT

Funding for the Water Conservation Code Incentive Program is available in the FY23 budget in the amount of \$40,000. Each year, monies are budgeted for the program based on projected needs to meet requests. Funding in future years is subject to Council approval of the budget.

Recommended Action: MOVE to adopt Ordinance No. 2022-1813
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ATTACHMENTS

- 1.[Code_3-10-8__F__REDLINE \(2\).pdf](#)
- 2.[Ordinance_No._2022-1813.pdf](#)

3-10-8 INCENTIVE PROGRAM:

(F) Incentives shall be administered by Water Resource Management staff, in accordance with the following incentive awards list:

Incentive awards list and qualifying criteria:

INCENTIVE AWARDS LIST	
Water Efficiency Improvement Incentive	Incentive Award Amount
Rainwater cistern <u>Cistern</u> (active rainwater harvesting) ¹ <u>Rainwater Cistern (barrels) with 50-65-gallon capacity</u> <u>Rainwater Cistern (barrels) with 75+ gallon capacity</u>	\$0.50 per gallon of storage <u>\$1.00 per gallon of storage</u> \$500.00 maximum award
Rain water garden <u>Garden</u> (passive) ²	\$3.00 per square foot \$500.00 maximum award
Turf removal on site and in adjacent public right-of-way ³	\$0.50 <u>\$1.00</u> per square foot
<u>Toilet: 1.0 gallon or less per single flush</u>	<u>\$150.00</u>
Toilet: 1.0 gallon per single flush 1.28 gallons per dual flush	\$100.00 <u>\$125.00</u>
Toilet: 1.28 gallons per single flush	\$75.00 <u>\$100.00</u>
Water customer on septic system, <u>additional</u> toilet incentive <u>per device</u>	\$50.00
Commercial urinals (replacement alternative flushless design, flush once at a specified interval, or 1 quart/flush) <u>Urinal: Minimum EPA standard 0.125 gallons per flush (0.25 quart)</u>	\$50.00 <u>\$100.00</u>
WaterSense-labeled smart irrigation timer ⁴	\$75.00
<u>Ultra Efficient</u> Clothes washing <u>Washing machine</u> <u>Machine replacement</u> ⁵	\$200.00
Water customer on septic system, additional <u>clothes</u> washing machine replacement incentive	\$50.00
Hot water recirculating system	\$150.00

¹ Rainwater Cistern. Requires the installation of a minimum one hundred (100) gallon capacity rainwater catchment tank or engineered cistern. Rainwater storage systems may not be interconnected with the City potable water system. Requires receipts of purchase, and photos of installed cisterns. Applicants must contact the C~~e~~nservation office ~~Office~~ for guidelines prior to installation of the system.

² Rain Garden (Passive). A minimum of fifty (50) square feet must be installed. A minimum of four hundred (400) square feet of stormwater needs to be redirected from the roof. Only low water use and native plants may be planted in rain garden, but catchment

may also be rock lined. Rebate is for basin footprint. Applicants must contact the Conservation Office for guidelines prior to installation of the system.

³ Turf Removal. Requires conversion from irrigated turf grass to low water use or xeriscape water-saving landscaping, and, if irrigated, installation of an automatic water timer, backflow prevention device and drip or similar system. Applicants must contact the Conservation Office for guidelines prior to removal of turf. ~~Minimum turf removal areas are two hundred (200) square feet for residential and one thousand (1,000) square feet for nonresidential. Requires receipts of purchase, before and after photos.~~

⁴ Smart Irrigation Timer. Must use local weather data or soil moisture sensors to limit unnecessary outdoor watering, must be easy to use, and be EPA WaterSense approved.

⁵ Ultra-Efficient Clothes Washing Machine. Washer must be on the City of Prescott Consortium for Energy Efficiency clothes washer qualifying product list at the time of purchase to qualify, and which can be found on the City website.

ORDINANCE NO. 2022-1813

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE 111 (BUILDING REGULATIONS), CHAPTER 3-10-8(F) (INCENTIVE PROGRAM)

RECITALS:

WHEREAS, the City of Prescott adopted an incentive program to encourage residents and businesses to conserve water; and

WHEREAS, the program applies to the purchase and installation of devices to decrease high rates of flow and to limit outdoor water use; and

WHEREAS, Resolution No. 2022-1841 is hereby adopted by the Prescott City Council;

ENACTMENTS:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. Prescott City Code Title III (Building Regulations) is hereby amended by deleting the current Chapter 3-10-8 Section (F) and replacing it with a new Chapter 3-10-8 Section (F) as follows:

(F) Incentives shall be administered by Water Resource Management staff, in accordance with the following incentive awards list:

Incentive awards list and qualifying criteria:

INCENTIVE AWARDS LIST	
Water Efficiency Improvement Incentive	Incentive Award Amount
Rainwater Cistern (Active Rainwater Harvesting) ¹ Rainwater Cistern (barrels) with 50-65-gallon capacity Rainwater Cistern (barrels) with 75+ gallon capacity	\$0.50 per gallon of storage \$1.00 per gallon of storage \$500.00 maximum award
Rainwater Garden (Passive) ²	\$3.00 per square foot \$500.00 maximum award
Turf removal on site and in adjacent public right-of-way ³	\$1.00 per square foot
Toilet: 1.0 gallon or less per single flush	\$150.00
Toilet: 1.0 /1.28 gallons per dual flush	\$125.00
Toilet: 1.28 gallons per single flush	\$100.00

INCENTIVE AWARDS LIST	
Water Efficiency Improvement Incentive	Incentive Award Amount
Water customer on septic system, additional toilet incentive per device	\$50.00
Commercial Urinal: Minimum EPA standard 0.125 gallons per flush (0.25 quart)	\$100.00
WaterSense-labeled smart irrigation timer ⁴	\$75.00
Ultra Efficient Clothes Washing Machine ⁵	\$200.00
Water customer on septic system, additional clothes washing machine incentive	\$50.00
Hot water recirculating system	\$150

¹ Rainwater Cistern. Requires the installation of a minimum one hundred (100) gallon capacity rainwater catchment barrel, tank or engineered cistern. Rainwater storage systems may not be interconnected with the City potable water system. Requires receipts of purchase, and photos of installed cisterns. Applicants must contact the Conservation Office for guidelines prior to installation of the system.

² Rain Garden (Passive). A minimum of fifty (50) square feet must be installed. A minimum of four hundred (400) square feet of stormwater needs to be redirected from the roof. Only low water use and native plants may be planted in rain garden, but catchment may also be rock lined. Rebate is for basin footprint. Applicants must contact the Conservation Office for guidelines prior to installation of the system.

³ Turf Removal. Requires conversion from irrigated turf grass to low water use or xeriscape landscaping, and, if irrigated, installation of an automatic water timer, backflow prevention device and drip or similar system. Applicants must contact the Conservation Office for guidelines prior to removal of turf.

⁴ Smart Irrigation Timer. Must use local weather data or soil moisture sensors to limit unnecessary outdoor watering, must be easy to use, and be EPA Water Sense approved.

⁵ Ultra-Efficient Clothes Washing Machine. Washer must be on the City of Prescott Consortium for Energy Efficiency clothes washer qualifying product list at the time of purchase to qualify, and which can be found on the City website.

SECTION 3. SEVERANCE CLAUSE: The provisions of this Ordinance and the Code and Code Amendments it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance, or any Code and Code Amendments that it incorporates shall, for any reason, be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code and Code Amendments it incorporates, but they shall remain in

effect, it being the legislative intent that this Ordinance and the Code and Code Amendments it incorporates shall stand. notwithstanding the invalidity of any part thereof.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2022.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2022-1813 is a true, correct and accurate copy of Ordinance No. 2022-1813 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the ____ day of _____ 2022, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2022.

Seal

City Clerk

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract No. 2021-181A3, an Amendment to City Contract No. 2021-181 with Fann Contracting, Inc., for Additional Road Construction Associated with Miller Valley Road in an Amount not to Exceed \$264,443.73. Funding is Available in the Wastewater & Streets Funds.

ITEM SUMMARY

This item is to approve Amendment No. 2021-181A3, an Amendment to City Contract No. 2021-181 with Fann Contracting, Inc., for additional road construction associated with Miller Valley Road for the Sundog Trunk Main Phase C2 Project in an amount not to exceed \$264,443.74.

The amendment is for costs associated with contract over-runs associated with replacing poor subgrade and full pavement width replacement of Miller Valley Road from just north of Schemmer Drive to Miller Creek Bridge.

The location of the project is shown on the attached vicinity map.

BACKGROUND

The Sundog Trunk Main Phase C2 Project was awarded to Fann Contracting on June 22, 2021 in an amount of \$4,245,056.00. The project was initially delayed 8 months due to supply issues for materials.

During the course of construction of the water and sewer mains and in preparation for paving, unsuitable base material, rock and unknown concrete caused portions of Miller Valley Road to be damaged outside of the proposed construction limits. With the urgency to get the project paved prior to the July 4th activities at the Rodeo Grounds, staff proceeded to replace the full pavement width and depth repairs in Miller Valley Road, resulting in a \$264,433.74 project cost overrun. Line item unit cost bid pricing within the existing contract was used to determine the project cost overrun. All City and third-party utilities have been replaced within this portion of Miller Valley Rd. As a result, no additional construction would be anticipated in this area for several years.

Project Schedule

The work is complete.

FINANCIAL IMPACT

Funding for this amendment is available in the FY23 budget from the Wastewater and Street Funds.

Recommended Action: MOVE to approve City Contract No. 2021-181A3

ATTACHMENTS

1. [Location Map-C2.pdf](#)
2. [Contract Amendment 3 .pdf](#)

LOCATION MAP

NOT TO SCALE



Full Width Repavement Area

PROJECT

MILLER VALLEY

BRANNEN

LINCOLN

MADISON

PROJECT

GROVE



6725 Generation Lane
Prescott, AZ 86301
Phone 928.778.0170
www.fanncontracting.com
R0C071520 R0C078800

CONTRACT AMENDMENT

TO: City of Prescott Public Works
Attn: Jeff Low

COR NO.	1
DATE	9/23/22
JOB NO.	32201
RFI NO.	N/A
PCM NO.	N/A
PREP. BY	KK

PROJECT NAME: CIP 16-022 Sundog Trunk Main Phase C2

SCOPE DESCRIPTION:

Additional cost to pave an extra lane on Miller Valley Road per COP request, see 1.1 for breakdown.

EXCLUSIONS:

Survey, as-built, design, SWPPP, BMP's, other scope not detailed above or listed below. All other contract items and payment terms shall remain unchanged.

SCHEDULE CHANGE:

Schedule Adjustment will be 28 Days in recognition of this proposal.

PRICING CHANGE:

ITEM	DESCRIPTION	UM	QTY	UNIT PRICE	TOTAL
CA 1.1	Miller Valley Rd AC Overruns	LS	1	\$ 264,865.90	\$ 264,865.90
				TOTAL	\$ 264,865.90

THIS PROPOSAL SHALL BE VALID UNTIL FOR 7 CALENDAR DAYS AFTER THE DATE SHOWN ABOVE. COSTS ARE SUBJECT TO CHANGE DUE TO MARKET CONDITIONS, SCHEDULE IMPACTS, CHANGED CONDITIONS, OR OTHER UNFORESEEN CIRCUMSTANCES SHOULD AUTHORIZATION TO PROCEED NOT BE ISSUED WITHIN THE SPECIFIED TIMEFRAME.

cc: S. Drennan, file

ITEMIZED BREAKDOWN

	QTY	UM	UNIT COST	TOTAL COST	M/U	TAX	BOND	TOTAL
Miller Valley Rd AC Overruns								
Miller Valley Road								
ITEM								
Unsuitable Materials	1505	CY	\$ 70.00	\$ 105,350.00				\$ 105,350.00
Ashpalt Concrete (AC) Pavement, 6" thick	1864	SY	\$ 51.00	\$ 95,064.00				\$ 95,064.00
Ashpalt Concrete (AC) Pavement, 4" thick	1720	SY	\$ 37.00	\$ 63,640.00				\$ 63,640.00
Flaggers	17.65	HR	\$ 46.00	\$ 811.90				\$ 811.90
TOTAL								\$ 264,865.90

Description:

Contract overrun quantity at contract price.



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **Facilities**

AGENDA ITEM: Approval of Four (4) Job Order Contracting (JOC) Contracts for Construction and Maintenance Services as Follows: 1) City Contract No. 2023-067 with Fann Contracting, Inc.; 2) City Contract No. 2023-068 with Ridgeline Builders, LLC.; 3) City Contract No. 2023-069 with Haley Construction Company, and 4) City Contract No. 2023-070 with Kinney Construction Services. Funding is Available in Multiple Department Funds.

ITEM SUMMARY

This item is to approve four (4) Job Order Contracting (JOC) Contracts for Construction and Maintenance Services. 1) City Contract No. 2023-067 with Fann Contracting, Inc.; 2) City Contract No. 2023-068 with Ridgeline Builders, LLC.; 3) City Contract No. 2023-069 with Haley Construction Company, and 4) City Contract No. 2023-070 with Kinney Construction Services. The City of Prescott standard construction contract will be used for these contracts.

BACKGROUND

A job order contract (JOC) is a contract for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract. The way the City has set this up is for a term.

In August of 2022 the City of Prescott advertised a Request For Qualifications (RFQ). The purpose of this RFQ was to solicit contractors to create a Job Order Contract (JOC) for the City of Prescott to satisfy procurement code. There were ten (10) companies that responded to the RFQ. City staff met and narrowed the list down to four (4). Having a JOC in place will speed up the process of getting a contractor on board to perform jobs while satisfying procurement code.

From time-to-time, the City requires the service of a licensed contractors to operate, maintain, repair or improve its facilities including, but not limited to: Prescott Regional Airport, City Hall, Parks and

Recreation Centers, Prescott Rodeo Grounds, two wastewater treatment plants, seven water wells, over one hundred water and wastewater pump stations, and multiple parks. These contracts will facilitate as-needed service by properly licensed contractors, in accordance with the terms of the contracts.

The JOC will allow City Staff to select a contractor from the approved list and then perform a job walk to get pricing quotes. Once the job walk is done and the quote is received, if required by procurement code, City staff will bring the proposal back to City Council for approval.

FINANCIAL IMPACT

Funding is available as needed depending on the scope of work and department.

Recommended Action: 1) MOVE to approve City Contract No. 2023-067; 2) MOVE to approve City Contract No. 2023-068; 3) MOVE to approve City Contract No. 2023-069; and 4) MOVE to approve City Contract No. 2023-070

ATTACHMENTS

1. [Bid_Submittal_Ridgeline.pdf](#)
2. [Bid_Submittal_Kinney.pdf](#)
3. [Bid_Submittal_Haley.pdf](#)
4. [Bid_Submittal_Fann.pdf](#)

Form A – Solicitation Response Cover Sheet



Job Order Contracting Services for Citywide Construction

Please note all that apply:

- ☒ Job Pricing Matrix
- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through G

Business Name:

RIDGELINE BUILDERS, LLC

Business Address:

6640 INTERCAL WAY
PRESCOTT, AZ 86301

Business Phone:

(928) 710-7194

Business Contact:

DAVID FRANZ

Contact Email:

DAVE@RIDGELINEBUILDERS.COM

Contractor Comments:

Form B – Job Pricing Matrix



Job Order Contracting Services for Citywide Construction

Company Name: RIDGELINE BUILDERS, LLC

JOC MATRIX	\$1.00 - \$50,00.00	\$50,001.00 - \$100,000.00	\$100,001.00 - \$300,000.00	OVER \$300,001.00
INDIRECT COSTS				
General Contractor Overhead	20	20	20	15
General Contractor Profit	5	5	5	5
Subcontractor	N/A	N/A	N/A	N/A
Bonds	*	*	*	*
Insurance	INCLUDED	INCLUDED	INCLUDED	INCLUDED
AZ/County/City Tax	5.915	5.915	5.915	5.915
Total Indirect Costs %	30.915	30.915	30.915	25.915

Dave J. [Signature]
 Signature of Company Official
PRESIDENT
 Title

9-8-2022
 Date Signed
DAVE@RIDGELINEBUILDERS.COM
 Email Address

RIDGELINE BUILDERS, LLC
 Company Name

928-710-7194
 Phone Number

6640 INTERCAL WAY
 Address

PRESOTT, AZ 86301
 City / State

86301
 Zip Code

→ * : IF BONDS ARE APPLICABLE TO A PROJECT THEY WILL BE BILLED SEPERATELY AND SHALL BE APPROX 4% OF THE PROJECT VALUATION. Page | 31

Form C – Bid Certification



Job Order Contracting Services for Citywide Construction

Company Name: RIDGELINE BUILDERS, LLC

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum

Date Issued

- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this _____ day of _____ 2022.

Signature

Phone Number

Written Name

Email Address

Form C – Bid Certification



Job Order Contracting Services for Citywide Construction

Company Name: RIDGELINE BUILDERS, LLC

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date Issued
<u>1</u>	<u>8-26-22</u>

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Job Pricing Matrix
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Subcontractor's List

C4 That the Bidder's bid is valid for 90 days.

Dated this 8th day of SEPTEMBER 2022.

David J Franz
Signature
DAVID FRANZ
Written Name

928-710-7194
Phone Number
DAVE@RIDGELINEBUILDERS.COM
Email Address

Form D – Non-Collusion Certificate



Job Order Contracting Services for Citywide Construction

Company Name: RIDGELINE Builders, LLC

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 8TH day of SEPTEMBER 2022.


Signature

928-710-7194
Phone Number

DAVID FRANZ
Written Name

DAVE@RIDGELINEBUILDERS.COM
Email Address

Form E – Certificate of Ownership



Job Order Contracting Services for Citywide Construction

Company Name: RIDGELINE Builders, LLC

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 8TH day of September 2022.


Signature

928-710-7194
Phone Number

DAVID FRANZ
Written Name

DAVE@RIDGELINEBUILDERS.COM
Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: RIDGELINE BUILDERS, LLC

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: YAVAPAI College
Address: 1100 E. SHELDON ST.
PRESCOTT, AZ 86301
Contact Person: JAMES CROCKETT
Phone Number: 928-713-1383

Reference #2

Firm Name: YAVAPAI PRESCOTT INDIAN TRIBE
Address: COMMERCIAL + GAMING DIVISIONS
530 E. MERRITT PRESCOTT, AZ 86301
Contact Person: LARRY REEHER
Phone Number: 928-515-5141

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 8TH day of SEPTEMBER 2022.


Signature

928-710-7194
Phone Number

DAVID FRANZ
Written Name

DAVE@RIDGELINEBUILDERS.COM
Email Address

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction

Subcontractor Information	Bid Item(s)
Name: B+W FIRE SECURITY Address: 8544 E. EASTRIDGE DRIVE PRESCOTT VALLEY, AZ 86314 Phone #: 928-772-8008 License #:	FIRE SPRINKLER SYSTEMS FIRE ALARM SYSTEMS AUTOMATION + ACCESS CONTROLS
Name: PHILLIPS HVAC Address: 437 MILLER VALLEY RD. PRESCOTT, AZ 8630 Phone #: 928-445-0282 License #:	HEATING + COOLING SYSTEMS
Name: PARAGON PLUMBING Address: 8321 E. JACQUE DR. PRESCOTT VALLEY, AZ Phone #: 928-775-2343 License #:	WATER + WASTE PLUMBING FIXTURES GAS PIPING
Name: COMMERCIAL GLASS CO. Address: 6720 CONSAIR AVE PRESCOTT, AZ 86301 Phone #: 928-925-7992 License #:	ALUMINUM STOREFRONT GLAZING

*Use additional form(s) if needed

ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 32 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Remove and replace Form C Bid Certification

Correct C3 to show 2. Form B- Job Pricing Matrix.

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria with equal values in each category:

- a. General Information
- b. Experience and Qualifications
- c. Value Added Knowledge and Experience – the company must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.
- d. Job Pricing Matrix

- END -

City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

Acknowledgement: (must be signed and turned in with the bid documents)

RIDGELINE Builders, LLC
Company Name

[Signature]
Signature of Company Official

9-8-22
Date

Form A – Solicitation Response Cover Sheet



Job Order Contracting Services for Citywide Construction

Please note all that apply:

- ☒ Job Pricing Matrix
- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through G

Business Name: Kinney Construction Services, Inc.

Business Address: 121 E. Birch Avenue, Suite 500

Flagstaff, AZ 86001

Business Phone: (928) 779-2820

Business Contact: Mike Thomas

Contact Email: mt@kinneyconstruction.net

Contractor Comments: KCS has no comments.

Form B – Job Pricing Matrix



Job Order Contracting Services for Citywide Construction

Company Name: Kinney Construction Services, Inc.

JOC MATRIX	\$1.00 - \$50,00.00	\$50,001.00 - \$100,000.00	\$100,001.00 - \$300,000.00	OVER \$300,001.00
INDIRECT COSTS				
General Contractor Overhead	5%	5%	5%	5%
General Contractor Profit	10%	10%	8%	8%
Subcontractor	Included above	Included above	Included above	Included above
Bonds	2%	2%	2%	2%
Insurance	1.5%	1.5%	1.5%	1.5%
AZ/County/City Tax	5.92%	5.92%	5.92%	5.92%
Total Indirect Costs %	24.42%	24.42%	22.42%	22.42%


Signature of Company Official

President
Title

Kinney Construction Services, Inc.
Company Name

121 E. Birch Avenue, Suite 500
Address

Flagstaff, AZ
City / State

9-8-22
Date Signed

mt@kinneyconstruction.net
Email Address

(928) 779-2820
Phone Number

86001
Zip Code

Form C – Bid Certification



Job Order Contracting Services for Citywide Construction

Company Name: Kinney Construction Services, Inc.

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date Issued
#1	8/26/2022

- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Job Pricing Matrix
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this 8th day of September 2022.


Signature
NICHAEEL THORAS
Written Name

(928) 779-2820
Phone Number
mt@kinneyconstruction.net
Email Address

Form D – Non-Collusion Certificate



Job Order Contracting Services for Citywide Construction

Company Name: Kinney Construction Services, Inc.

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 8th day of September 2022.


Signature

(928) 779-2820
Phone Number

MICHAEL THOMAS
Written Name

mt@kinneyconstruction.net
Email Address

Form E – Certificate of Ownership



Job Order Contracting Services for Citywide Construction

Company Name: Kinney Construction Services, Inc.

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 8th day of September 2022.



Signature

(928) 779-2820

Phone Number

MICHAEL THOMAS

Written Name

mt@kinneyconstruction.net

Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: Kinney Construction Services, Inc.

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: Coconino County

Address: 2446 Ft Tuthill Lp,
Flagstaff, AZ 86005

Contact Person: Jeff Stein

Phone Number: O: (928) 679-8807 C: (928) 853-4391

Reference #2

Firm Name: Northern Arizona University
Address: S San Francisco St.
Flagstaff, AZ 86011
Contact Person: Josh Spear
Phone Number: C: (928) 853-1617 O: (928) 523-6404

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 8th day of September 2022.

 (928) 779-2820
Signature Phone Number

MICHAEL THOMAS mt@kinneyconstruction.net
Written Name Email Address

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: All West Fire Protection Address: 2957 AZ-89 Suite B, Prescott, AZ 86301 Phone #: (928) 776-7861 License #: 252546	Fire Protection
Name: Arizona Woodworks Address: 1050 Spire Dr Suite C, Prescott, AZ 86305 Phone #: (928) 925-3377 License #: 214075	Millwork
Name: Bennett Glass Address: 722 E Sheldon St, Prescott, AZ 86301 Phone #: (928) 445-1180 License #: 304638	Glass
Name: Century Painting Address: 697 N. 6th Street #304 Prescott, AZ 86301 Phone #: (928) 778-2374 License #: 200829	Painting

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Chartier Drywall Address: 655 Brannen Ave, Prescott, AZ 86301 Phone #: (928) 778-1191 License #: 162121	Drywall
Name: Commercial Glass Company Address: 8732 E Valley Road, Prescott Valley, AZ Phone #: (928) 925-7992 License #: 246476	Glass
Name: Delta Diversified Address: 2606 Centerforce Dr. Suite B, Prescott Airpark Prescott, Arizona 86301 Phone #: (928) 708-0066 License #: 033589	Electrical
Name: European Techniques Address: 6690 Intercal Way, Prescott, AZ 86301 Phone #: (928) 776-9957 License #: 251846	Millwork

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Finishing Touch Painting Address: 10430 N Dozer Dr, Prescott Valley, AZ 86315 Phone #: (928) 800-1158 License #: 325762	Painting
Name: Franklin Plumbing Services Inc Address: 690 6th St, Prescott, AZ 86301 Phone #: (928) 445-1045 License #: 103226	Plumbing
Name: J & J Painting Address: 2530 W Copper Basin Rd, Prescott, AZ 86303 Phone #: (928) 778-1575 License #: 185414	Painting
Name: J.CO Contracting Address: 713 5th St, Prescott, AZ 86301 Phone #: (928) 277-4617 License #: 239181	Concrete

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Kris Coay Masonry & Stone Address: 375 Venus Dr Prescott, AZ 86301 Phone #: (928) 778-4934 License #: 177141	Masonry
Name: Listol Painting Address: 196 Sheffield Dr, Prescott, AZ 86303 Phone #: (928) 899-6252 License #: 201724	Painting
Name: M C K Woodworks LLC Address: 725 6th St, Prescott, AZ 86301 Phone #: (928) 445-0177 License #: 170801	Millwork
Name: Mile Hi Masonry Address: 4525 W Stazenski Rd, Prescott, AZ 86305 Phone #: (928) 443-5512 License #: 114136	Masonry

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Northern Arizona Heating and Air LLC Address: 5860 Sherril Dr, Prescott Valley, AZ 86314 Phone #: (928) 772-7751 License #: 217728	HVAC
Name: Paul Johnson Drywall Address: 1620 Willow Creek Rd, Prescott, AZ 86301 Phone #: (928) 771-9468 License #: 176652	Drywall
Name: Prescott Flooring Brokers LLC Address: 401 W Goodwin St, Prescott, AZ 86303 Phone #: (928) 445-2544 License #: 192753	Flooring
Name: Prescott Glass & Mirror Address: 208 E Sheldon St, Prescott, AZ 86301 Phone #: (928) 445-4061 License #: 082391	Glass

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Prescott Plumbing Address: 2488 Blueridge Cir, Prescott, AZ 86301 Phone #: (928) 308-7504 License #: 239872	Plumbing
Name: Prescott Valley Heating & Cooling LLC Address: 6720 Corsair Ave #6, Prescott, AZ 86301 Phone #: (928) 458-8177 License #: 316193	HVAC
Name: Prescott Window and Door Address: 6640 Intercal Way C, Prescott, AZ 86301 Phone #: (928) 772-0438 License #: 299139	Doors
Name: Pronghorn Painting LLC Address: 5237 N Pinto Dr, Prescott Valley, AZ 86314 Phone #: (928) 315-9478 License #: 325323	Painting

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Vicente Landscaping Address: 2600 Stearman Rd, Prescott, AZ 86301 Phone #: (928) 636-1601 License #: 200432	Landscaping
Name: Western Sealants Address: 419 N Mount Vernon Ave. Prescott, AZ 8630 Phone #: (928) 778-3112 License #: 147713	Caulking
Name: Wolf Insulation Address: 214 Rincon Dr, Clarkdale, AZ 86324 Phone #: (928) 634-7223 License #: 048230	Insulation
Name: Zink Door & Trim Address: 485 Locust Ct, Prescott, AZ 86301 Phone #: (928) 717-0865 License #: 207807	Doors

**Use additional form(s) if needed*

ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 32 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Remove and replace Form C Bid Certification

Correct C3 to show 2. Form B- Job Pricing Matrix.

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria with equal values in each category:

- a. General Information
- b. Experience and Qualifications
- c. Value Added Knowledge and Experience – the company must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.
- d. Job Pricing Matrix

- END -

City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

Acknowledgement: (must be signed and turned in with the bid documents)

Kinney Construction Services, Inc.
Company Name


Signature of Company Official

9/8/2022
Date

September 8th, 2022

Mr. Tim Legler
Deputy Recreation Services Director
City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

RE: City of Prescott – Statement of Qualifications for Job Order Contracting Services for Citywide Construction

Dear Mr. Legler and Members of the Selection Committee:

Kinney Construction Services, Inc. (KCS) is pleased to express our interest in providing Job Order Contracting (JOC) Services to the City of Prescott for Citywide Construction projects. To ensure the City receives the best service and JOC Program outcome, it is important to select a firm that offers a proven track record of success with JOC Program/project management, one that is highly accessible, efficient, and committed to the City of Prescott, and expertly knowledgeable in northern Arizona construction—KCS offers all of this and more. Please consider KCS's distinguishing qualifications:

KCS Offers a Proven Track Record of Success with JOC Program and Project Management

With over 75 JOC projects completed for 11 public entities throughout northern Arizona over the past 10 years, KCS possesses a demonstrated expertise with JOC Programs. KCS has provided JOC Contractor services for the Arizona Department of Administration, City of Flagstaff, Coconino County, City of Cottonwood, City of Kingman, Town of Camp Verde, Flagstaff Unified School District, Northern Arizona University, Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA), and Yavapai College, among others.

KCS will leverage this experience to maximize the value of your JOC Program. We will make procurement easier, help define scope(s) of work, use cost-effective solutions with an open-book approach, self-perform scopes of work when beneficial to the City, respond immediately, and deliver projects of the highest quality.

KCS's JOC Management Structure and Systems Create Efficiency and Add Value

In the past three years, 80% of all KCS projects have been valued at or under \$1M. KCS has the right systems in place to efficiently manage multiple, smaller projects simultaneously and successfully, regardless of if the project is a new construction, tenant improvement/renovation, civil project, or other. Additionally, our ability to self-perform civil scopes means that KCS can and will offer you a streamlined level of customized service our competitors cannot match.

KCS is Expertly Knowledgeable in Northern Arizona Construction

With strong local roots and substantial experience working in Prescott and the neighboring communities, KCS is adept at working in the unique conditions specific to Yavapai County. Importantly, KCS works with local subcontractors on 100% of our projects. **With KCS as your JOC Contractor, you can rest assured knowing that we are accessible, flexible, and available at a moment's notice.** Together, our local subcontractors and in-house team members are highly qualified, responsive, and familiar with local conditions. This extends to working directly with the City of Prescott and understanding your department structures, personnel, and building policies and procedures to include your design review, permitting, and inspection processes. With KCS, our experience with JOC Programs and our familiarity with the northern Arizona construction market means that we can acquire knowledge of your preferred JOC structures and processes at an accelerated rate, allowing us to immediately focus on making your JOC Program and each executed JOC project a success.

We look forward to the opportunity to serve the City of Prescott by providing exceptional JOC services. We appreciate the opportunity to submit our qualifications for this project and ask that you select KCS to execute your Citywide Construction projects that are part of this JOC Program. Our gratitude will be evident in the quality of service we will deliver to you. Thank you for your consideration.

Sincerely,



Mike Thomas
President



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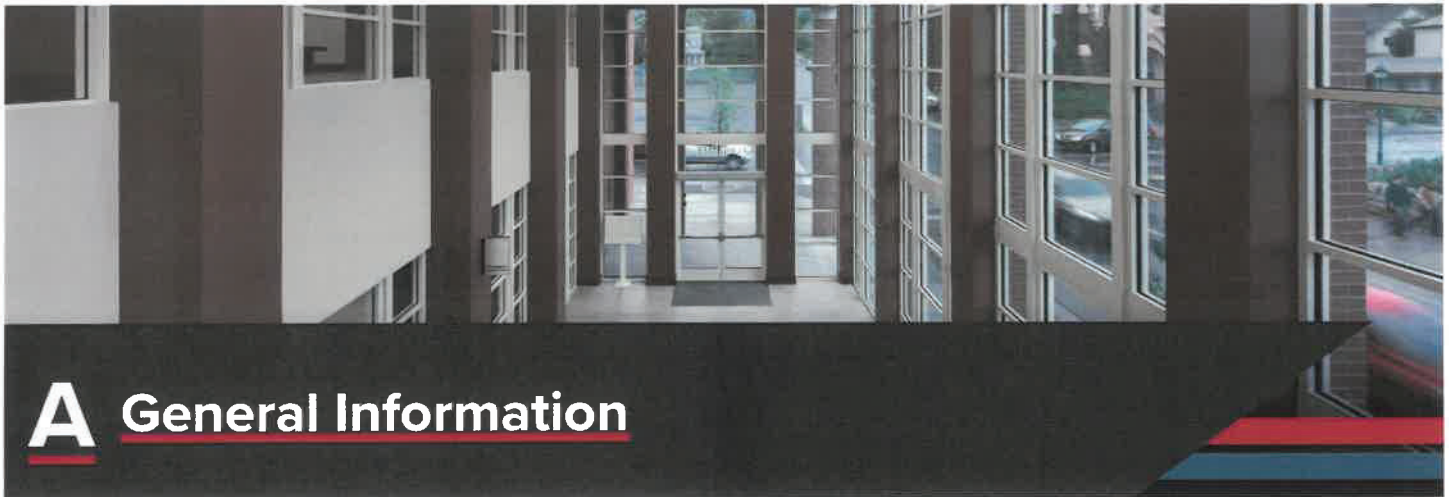
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A General Information

Northern Arizona's Premier Construction Services Firm

Kinney Construction Services, Inc. (KCS) is northern Arizona's premier construction services firm founded and headquartered in Flagstaff, Arizona. With a talented team of 90 members and growing, KCS specializes in commercial building construction and renovation, civil construction, and renewable energy projects.

KCS Building Division

With expertise in new building construction, building renovations, and tenant improvements, KCS provides comprehensive construction services to public and private sector customers. KCS utilizes a collaborative, teaming approach for all projects. KCS's National Award Winning Estimating Department has the experience and resources necessary to delivery quick, accurate, and competitive responses to JOC requests, just as we have successfully done on dozens of other JOC projects.

We have returned over \$7M in contingency and cost savings to owners for public Arizona projects.

KCS Civil Division

Through our in-house Civil Division, KCS Civil, we have the ability to self-perform demolition, excavation, grading, underground utilities, process piping, asphalt paving, concrete, drainage, and general labor scopes of work. When these scopes are required for your JOC projects, we are confident that our self-performing capabilities will result in improved control of schedule, quality, and price, just as it has done on countless past projects. KCS will evaluate each JOC project to determine if it is mutually beneficial for us to self-perform civil scopes.

Licenses

State of Arizona Commercial General Contractor, ROC145666 B-01 Arizona; held by the firm.

State of Arizona Dual General Engineering Contractor, ROC206588 KA; held by the firm.

KCS's Legal Organization

KCS is an Arizona based corporation.

KCS Firm Facts



90 Employees



23 Years in Business



Offices in Flagstaff, Camp Verde, and Phoenix, AZ



Recent and relevant experience completing JOC Programs for customers throughout northern Arizona

KCS offers the right knowledge, training, and experience with JOC Programs to significantly benefit the City of Prescott.

KCS's Approach to Job Order Work

KCS treats every project type with a collaborative mindset because that is a natural part of our company culture and how we do business. If an owner initiates a change to a job order, we will work with all necessary stakeholders to make the change promptly and with minimal impact to the budget or schedule, while maintaining open communication and proper documentation throughout. This approach ensures that the final project is in line with your expectations.

Regardless of whether a project is a hard bid, JOC, CMAR, or Design-Build, KCS always has the owner's interests at the forefront of every decision we make, and **we will do everything in our power to ensure the City of Prescott is 100% satisfied.**

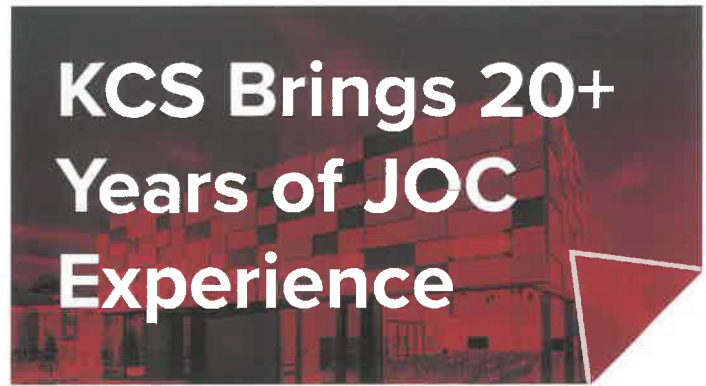
Executing the City of Prescott's JOC Program EXECUTING THE WORK

KCS will execute the work by adhering to the City's Scope of Work meeting, bringing the project team together to discuss items such as critical elements of the work schedule, traffic control, coordination with utility companies, and points of contact for all team members. KCS will then issue subcontractor agreements, procure long-lead items, obtain all necessary permits, and design and implement project-specific Safety and Site Logistics Plans prior to executing all scopes of work within budget, on schedule, and to the highest level of quality.

Upon project completion, KCS will create and distribute project closeout documentation and turnover to the City of Prescott. KCS will then initiate our post-project Customer Loyalty Program, where we follow up regularly to ensure the project is functioning as intended. KCS uses the following project status reporting documents to keep customers informed of work status: multiple types of schedules, budgets at strategic intervals, weekly meeting minutes, Weekly Activity Reports, and access to all project documentation in real time through Procore project management software.

MAINTAINING THE SCHEDULE

KCS uses several techniques and procedures for maintaining the schedule. KCS creates the Master Schedule at the outset of the project using a Lean technique called Pull Planning where all subcontractors get together and discuss what they need from one another in order to complete their scope. **This creates a reliable network of commitments, as well as an accurate schedule that can realistically be maintained.** KCS updates the schedule weekly throughout construction and immediately identifies and corrects any slippage. For projects that are shorter in duration, the schedule will be updated daily. All schedules are available in real time to the entire project team through Procore, and subcontractors are held accountable for the commitment they made at the beginning of the project.



ADDRESSING SUBCONTRACTOR PERFORMANCE

Key indicators of subcontractor performance that we monitor include safety, quality, and adherence to the schedule. These indicators are tracked on a daily and weekly basis and if any deficiencies exist, they are addressed immediately with the subcontractor. If improvements don't occur within an agreed-upon time frame, we initiate procedures for either replacing the subcontractor or supplementing their effort at the site. This is done at no additional cost to our customer.

COMPLIANCE WITH SITE RULES AND OWNER-SPECIFIC CRITERIA

KCS Superintendents are responsible for communicating, monitoring, and enforcing compliance with site rules and Owner-specific criteria. All subcontractors receive a site-specific orientation where rules and Owner-specific criteria are covered in detail. Any deviations are addressed immediately.

SUBMITTING INFORMATION AND DOCUMENTS IN A TIMELY MANNER

KCS will review documents in a timely manner. Response times will range from 24 hours to three days, depending upon the level of detail required within the response. Items that are on the critical path will be addressed immediately and within a time frame that eliminates any impact.

SUBMITTING COMPLETE CLOSEOUT DOCUMENTATION

KCS's project close-out procedure consists of two components: **staff training and project documentation.** We begin by identifying which people will require training on facility operations and maintenance, then organize trainings for all necessary features. These may include mechanical, electrical, fire alarm, hardware, and/or plumbing modules, to name a few. KCS video records these trainings and provides copies to staff for future reference. The other component consists of accurate project documentation and will contain everything a customer will need to properly maintain the facility. Some examples of documents include operations manuals, material Safety Data Sheets, approved submittals, as-built drawings, warranty letters, financial statements, RFIs, and drawings. We also follow up every couple of months after project completion as part of our Customer Loyalty Program.

Administration of Prescott's JOC Program

PROCESS FOR CREATING JOC PROPOSALS, INVOICING AND OTHER RELATED CORRESPONDENCE

Once a Request for Pricing is initiated, KCS then approaches the Job Order with a clear objective: to define the project parameters in a team partnering approach, while delivering quick, accurate, and competitive responses to JOC requests. Our JOC pricing approach will be tailored to meet individual project needs and pricing structures. KCS's proven approach will include the following steps:

1. **Define the project parameters: Scope, goals, objectives, and schedule durations.**
2. **Coordinate with Architectural/Engineering Consultants and/or subcontractors if/as needed.**
3. **Schedule and participate in a site visit.**
4. **Complete in full a "Job Order Cost Quotation Package", including but not limited to:**
 - a. **Description of the project scope.**
 - b. **Description of the services to be provided, including work activities such as permit management, construction, cost proposals, federal compliance, and project close-out.**
 - c. **Project pricing.**
 - d. **Subcontractor quotes.**
 - e. **Construction schedule.**
 - f. **Performance and payment bonds.**
 - g. **Insurance requirements.**
 - h. **Other items required by the City of Prescott.**

KCS will utilize Viewpoint V6 Construction Software to prepare our invoices. Our goal is to prepare invoices that are clear, concise, and transparent with the proper amount of back-up for processing. We can print out multiple types of reports from Viewpoint accounting software that can accompany our invoicing. All invoices will be prepared and reviewed with the City of Prescott's Project Manager before final processing in order to minimize duplicated work. Once KCS is selected as a JOC Contractor, we will meet with the City to discuss our job order cost quotation and invoice processes. We will make any adjustments as needed so that our processes best fit the City's JOC Program.

TEAM COOPERATION AND COLLABORATION

KCS utilizes many strategies to promote cooperation and collaboration with Owners and all project stakeholders to benefit a project. At the outset of a project, we have a Project Chartering Session with the KCS project team, Owner, Design Team, and other identified stakeholders to define the five pillars of project success – budget, schedule, quality, safety, and sustainability. Together, we will create shared project goals and an action plan to achieve them. We will also discuss dispute resolution procedures up front. During design and construction, we have regular Owner, Architect, and Contractor (OAC) meetings to keep everyone on the same page, and all team members have access to all project documentation, including budget, schedule, and quality information, in real time through Procore.

DISPUTE RESOLUTION

KCS's complaint and dispute resolution procedure is based on good communication, commitment to the project, and a win-win mentality within the project team. Complaints will be managed and mitigated direct by our Project Manager. KCS management procedures prevent all but legitimate claims, and all claims will be mitigated fairly with the City's interest being priority. Furthermore, our procedures to mitigate claims will not affect the job budget or duration.

MANAGEMENT OF PERSONNEL REQUIREMENTS

Our ability to successfully handle personnel requirements as work varies in volume is based on our execution of some of the following strategies:

- » **Promoting and Facilitating Continuous Communication with the City of Prescott**
This enables us to be knowledgeable and prepared for projects coming down the pipeline so that we can handle personnel requirements accordingly.
- » **Leveraging our Strong Local Presence and Relationships**
With our local roots, KCS has strong, existing relationships with local subcontractors and vendors pre-qualified to complete their trade-specific scope of work. **Form G** includes a list of subcontractors that may be engaged for this contract, though the list is not exhaustive.
- » **Conducting Annual Pre-Qualification of Subcontractors**
By annually pre-qualifying multiple subcontractors per trade, we have qualified subcontractors on hand at all times and as the work varies in volume.
- » **Supporting Continuous, Ongoing Efforts to Recruit and Retain the Best Industry Individuals**
KCS builds a diverse pool of highly qualified applicants, which enables us to maintain optimal levels of in-house staffing, personnel recruitment, and retention at all times. Our ample capacity positions KCS to respond to varying work volume.





B Experience and Qualifications

Experience with Public Entity JOC Programs

With experience serving several public customers similar to Prescott and throughout northern Arizona in a JOC capacity, KCS will leverage our expertise in JOC Programs to maximize the value of your upcoming projects. We will make procurement easier, help define scope(s) of work, use cost-effective solutions with an open-book approach, self-perform scopes of work when beneficial to the City, respond immediately, and deliver projects of the highest quality.

In the past 10 years, KCS has successfully completed 75 JOC projects for 11 public entities throughout northern Arizona.

Additionally, KCS was recently awarded a statewide JOC contract with the Arizona Department of Administration.

Applied Knowledge – Understanding JOC

Our team excels in projects utilizing Alternative Project Delivery Methods (APDMs) including JOC, MATOC, and Task Order Contracting. KCS has embraced APDM projects since 2000 when the State of Arizona authorized their use. We are highly familiar with providing input and assistance with defining scopes of work, scheduling, budgetary estimates, constructability reviews, and offering true value.

Applied Knowledge – Effective Project Management Systems and Processes

In the past three years, 80% of all KCS projects have been valued at or under \$1M. What this means to the City is that KCS has the right systems in place to efficiently and effectively manage multiple smaller projects simultaneously and successfully. This expert competency extends to our response time as well—with KCS as your JOC Contractor, you can rest assured knowing that we are flexible, responsive, and available at a moment's notice. **KCS pledges to remain fully committed to serving the City of Prescott and its immediate, citywide needs throughout the duration of the contract.**

JOC Program Experience Map



LEGEND

- | | |
|---|--|
| 1 City of Flagstaff | 8 Yavapai College |
| 2 Coconino County | 9 The Cooperative Purchasing Network (Yavapai College – Prescott Campus) |
| 3 Northern Arizona University | 10 City of Kingman |
| 4 Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) | 11 Strategic Alliance for Volume Expenditures (City of Sedona) |
| 5 Flagstaff Unified School District | ADOA (Statewide) |
| 6 City of Cottonwood | ★ City of Prescott |
| 7 Town of Camp Verde | ● KCS Offices |

Applied Knowledge – JOC Pricing Structures & Response Times

Through our JOC experience, we have become highly familiar with the different pricing structures associated with JOC projects, including eGordian, Means Facility Construction Cost Data price book, Unit Price with the Job Order Contract Group Construction Cost Catalogue, Xactamate, Open Book, and other methods that may be required due to specialty circumstances (i.e. emergency procurement).

Although all of these pricing methods may not be fully utilized by the City of Prescott, KCS will ensure that the City receives current, accurate, and competitive JOC pricing.

On-the-Job Experience Enhanced with Formal Training

In addition to our continuous, on-the-job JOC experience, KCS team members have completed formal JOC training through the Alliance for Construction Excellence (ACE). This includes Tim Kinney, KCS CEO, who earned his JOC certificate from his participation in the ACE Program. His JOC certificates from his trainings are presented on the right side of this page.

Recent and Relevant JOC Experience

As construction management experts with experience serving public customers throughout northern Arizona on a variety of projects, KCS brings pertinent experience and regional connections that our competitors simply cannot match. Having provided JOC services to a variety of public customers throughout the region, we are equipped with expertise to provide the responsive services the City of Prescott's requires.

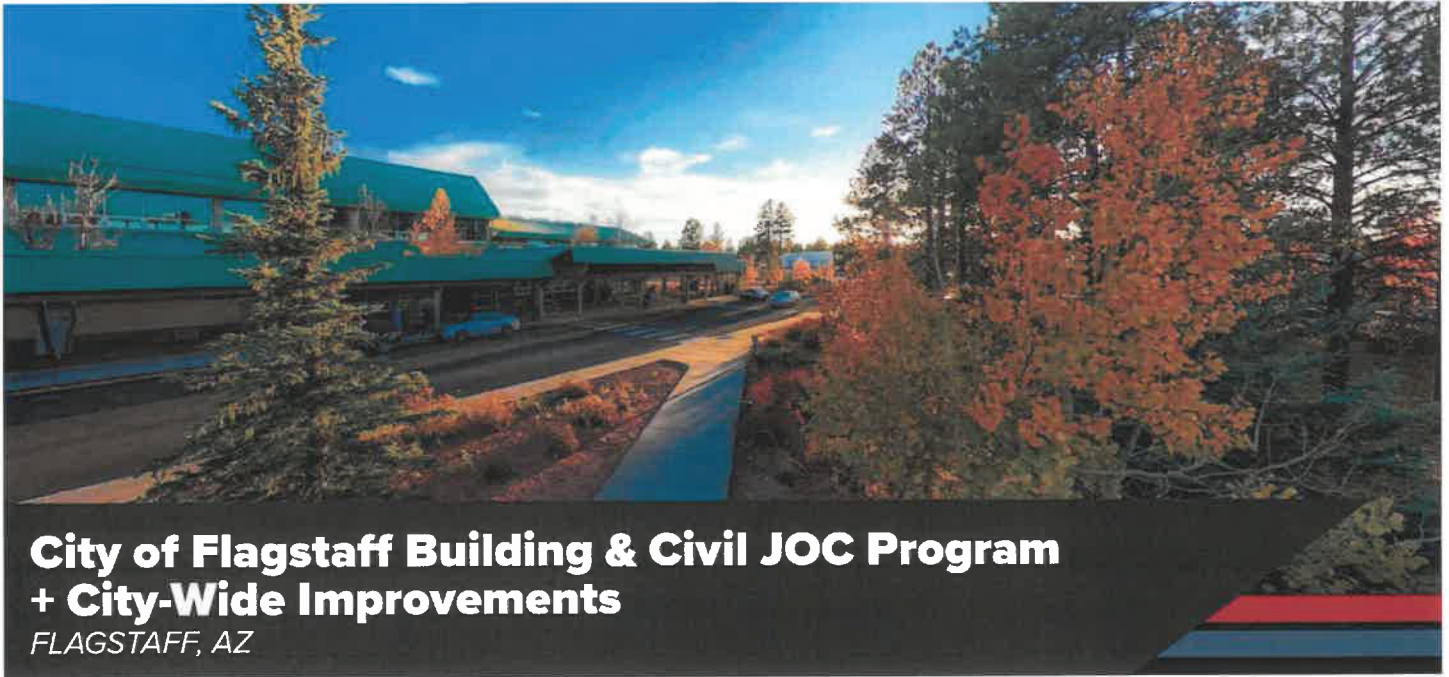


On the following pages, we have provided an overview of five of the several JOC Programs throughout northern Arizona that KCS has been a part of, including a listing of the relevant projects completed for each customer.



“During the course of the project I found all KCS staff to be professional, pro-active and very client oriented. In addition, the KCS team worked diligently to keep the project within budget and on schedule and still meet the client's programming needs. KCS was able to minimize the impacts to all NAIPTA transit and maintenance operations while working in a very confined project area. In summary my experience with KCS was very positive and I hope to work with KCS again in the future.”

James Duval
Former Sr. Project Manager (retired)
City of Flagstaff



City of Flagstaff Building & Civil JOC Program + City-Wide Improvements

FLAGSTAFF, AZ

KCS is currently serving as a JOC Contractor for the City of Flagstaff's JOC for Building and Civil Classifications. Projects range in value up to \$1M and include the following scopes of work: building and civil construction services for minor and major projects, maintenance, renovations, repairs, additions, demolition, reconstructions, and alteration services to City facilities and roadways. Through our JOC Contract with the City, KCS has completed almost two dozen projects over the past six years with project scopes highly similar to what will be required for the City of Prescott's JOC Program.

CITY OF FLAGSTAFF MUNICIPAL COURT FACILITY

KCS recently served as Design-Build Contractor to deliver the City of Flagstaff's new, \$19.5M, 40,000 SF Municipal Court Facility. KCS attributes our long-standing relationship with the City to our core values of collaboration, integrity, and transparency.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

Ron Lusk
Superintendent

Flagstaff JOC Projects

20+ JOC Projects for
the City of Flagstaff

- » Hal Jensen Tennis Court Replacement, \$620,998
- » Sewer Manhole Rehabilitation, \$111,772
- » Highway 89 Median Landscaping, \$326,847
- » Fountaine Road Utility Improvements, \$573,133
- » Black Bart's Water Meter Replacement, \$73,830
- » Library Restrooms Renovation, \$178,865
- » CDBG Bundled Projects - Six locations, \$329,306
- » Sunnyside Phase 5D, \$567,708
- » Park Flag Sign & Kiosk Install, \$97,000
- » Aquaplex Pool Plaster Replacement, \$111,230
- » Airport Asphalt Replacement, \$41,896
- » Airport Aircraft Water & Wastewater Services, \$297,928
- » Citizen Cemetery, \$50,964
- » Humphreys Conduit Replacement, \$123,889
- » Courthouse Parking Lot, \$190,032
- » Downtown Parking Improvements, \$400,000
- » Aquaplex Locker & Cabana Renovations, \$283,890
- » Airport United Stations, \$184,285
- » Airport Office Remodel, \$31,849
- » Sunnyside Phase 5E, \$633,451





Northern Arizona University (NAU) Building & Civil JOC Program + Campus-Wide Improvements

FLAGSTAFF, AZ

In the past 20 years, KCS has completed 90+ projects of varying size, scope, and complexity for NAU. This includes dozens of JOC and task order projects; 14 CMAR projects; one Design-Build project; three LEED Gold buildings; one LEED Platinum building; a National Estimating Award Winning facility; and a 100% success rate in meeting budget, schedule, and quality standards. KCS serves as a JOC Contractor for NAU for both Building and Civil Classifications.

KCS frequently manages multiple projects occurring at different sites simultaneously, requiring separate onsite supervision and work crews.

PARKING GARAGE MAINTENANCE

This project consisted of improvements to NAU's Knoles, San Francisco and Mountain View parking garages that included cleaning, striping, bringing all areas up to ADA compliance, demolition, and traffic seal coating.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

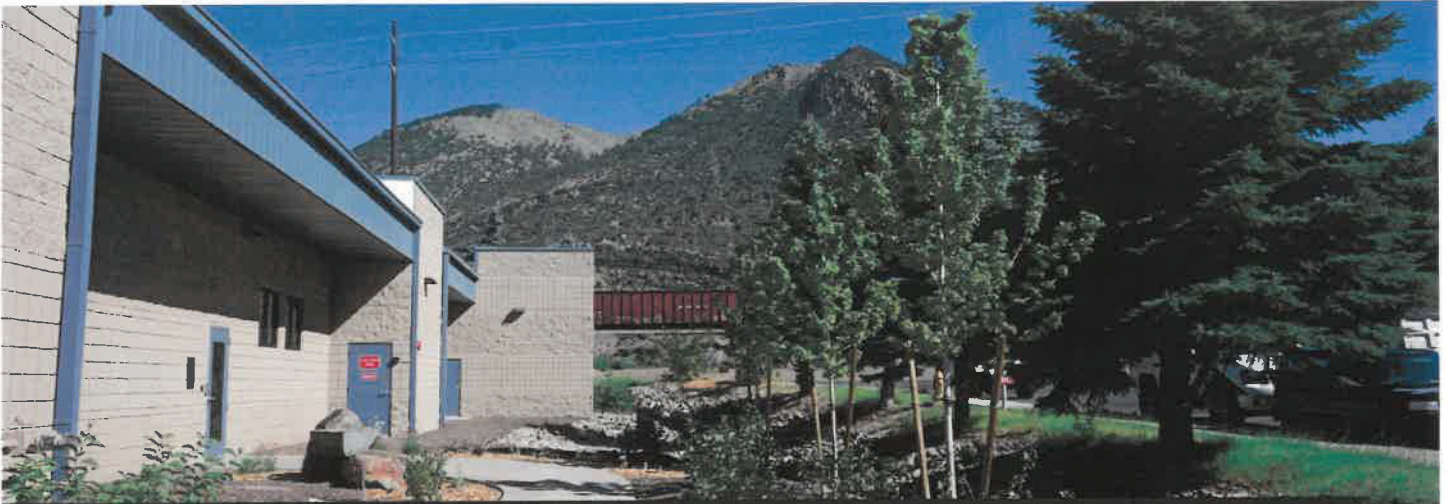
Ron Lusk
Superintendent

NAU JOC Projects

Over 90 Projects
Completed for NAU

- » Laboratory Facility (LEED Gold): \$48,600,000
- » International Pavilion (LEED Platinum), \$4,800,000
- » Granny's Closet Building Demolition, \$196,058
- » Practice Field ADA Drop-off, \$164,107
- » Tinsley Hot Tap, \$49,188
- » Liberal Arts Renovation (LEED Gold), \$6,830,000
- » Building 98B Storm Water Drainage, \$54,154
- » Gammage Sewer Replacement, \$70,287
- » Bus Stop Relocation, \$781,464
- » Dining Hall Phase I, \$8,050,000
- » Dining Hall Phase II, \$4,960,000
- » ARD and Landscaping, \$614,763
- » Babbitt Administration Center Landscaping, \$313,092
- » Cowden Hall Renovation, \$2,390,000
- » Concrete ADA & Kiosk, \$68,386
- » Cowden Hall Waterline Repair, \$170,198
- » Swing Space Bldg Nos. 3 & 4, \$2,034,000





Coconino County Building & Civil JOC Program + County-Wide Improvements

FLAGSTAFF, AZ

KCS is currently serving as Coconino County's Job Order Contractor for the County's five year JOC Program. Prior to our current five year contract, KCS served in the same capacity for the five year term immediately preceding the current one. In fact, KCS has continuously served Coconino County long before their JOC Program and the very first project that KCS completed was for Coconino County's Sawmill Park, over 22 years ago.

Through our JOC Contract with the County, KCS has completed several projects over the past nine years with scopes highly similar to what will be required for the City of Prescott's JOC Program. KCS has completed several projects for the County that have utilized other Alternative Projects Delivery Methods, including CMAR and Design-Build.

FORT TUTHILL COUNTY PARK STORAGE BUILDING:

This project included site utilities, a concrete foundation, a 40x50 mezzanine, and a 4,000 SF pre-engineered metal building, plus the addition of three-phase power to the new building.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

Ron Lusk
Superintendent

Coconino County JOC Projects

19 JOC Projects for
Coconino County

- » Parks & Rec Bike Park Restroom, \$695,000
- » North Schultz Flood Repairs, \$619,372
- » Copeland Berm Maintenance, \$9,000
- » Mold Remediation, \$12,157
- » Ft. Tuthill Historic Quad Renovation, \$4,698,000
- » Page Jail Expansion, \$3,274,017
- » Medical Examiner's Office, \$1,947,050
- » Bellemont Paver Replacement, \$2,490
- » Drainage Improvements, \$54,017
- » Koch Field Road Catch Basin Adjustment, \$1,218
- » Leisure Lane Drainage Improvements, \$284,891
- » Radar Speed Sign Install, \$30,665
- » Williams Maintenance Facility Truck Barn, \$77,728
- » County Radar Signs, \$18,505
- » + Several Additional County Improvement Projects





Yavapai College JOC Program + Campus-Wide Improvements

VARIOUS LOCATIONS, NORTHERN ARIZONA

In addition to serving as a JOC Contractor for Yavapai College, KCS recently served as Yavapai College's exclusive Construction Manager at Risk partner for the College's five year Capital Improvements and Preventative Maintenance Program.

Yavapai College's six campuses included the Prescott Campus, Verde Valley Campus, Prescott Valley Center, Chino Valley Center, Sedona Center, and Career and Technical Center. Multiple projects of varying sizes occur simultaneously at the different campuses, requiring expert coordination and supervision.

BUILDING L ADDITION & RENOVATION PROJECT

Scope included 2,000 SF in new construction and 20,050 SF in renovations. The new two-story building design included enclosing existing exterior hallways and adding conditioned spaces for meeting and student collaboration.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

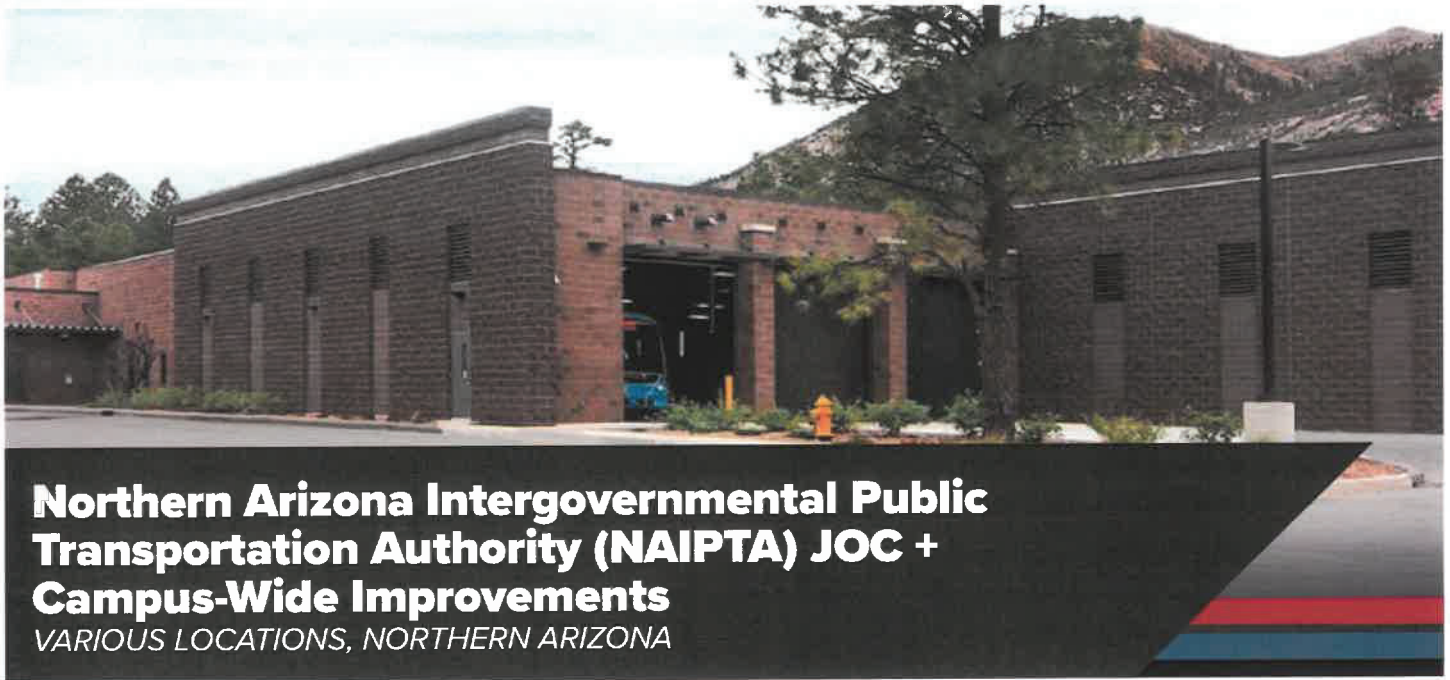
Ron Lusk
Superintendent

Yavapai College JOC Projects

**14 JOC + Campus-Wide
Projects for Yavapai College**

- » Verde Valley Campus Bldg. "F" Renovation, \$1,473,652
- » Verde Valley Campus Bldg. "G" Renovation, \$987,315
- » Verde Valley Campus Bldg. "H" Renovation, \$1,339,171
- » Verde Valley Campus Bldg. "I" Renovation, \$1,271,205
- » Verde Valley Campus Bldg. "M" Renovation, \$1,747,651
- » Buildings "F, G, H, I, M" Site Work, \$1,234,264
- » Campus-Wide Utility Distribution, \$1,521,494
- » Buildings "B, C, E, and J" Demolition, \$92,800
- » CTEC Dining Hall Renovations, \$90,729
- » CTEC Roof Repair: \$62,467
- » CTEC Parking & Drainage Improvements, \$967,616
- » Supai Residence Hall Demolition, \$223,900
- » Campus Landscaping, \$142,303
- » Yavapai College Building 1 Weatherization, \$116,066





Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) JOC + Campus-Wide Improvements

VARIOUS LOCATIONS, NORTHERN ARIZONA

KCS first served as Design-Build Contractor for NAIPTA's Verde Valley Transit Facility in Cottonwood, AZ over 10 years ago. Since then, KCS has completed numerous building and civil projects for NAIPTA, all of which have been procured utilizing Alternative Project Delivery Methods (APDMs), with an emphasis on JOC and Design-Build.

NAIPTA is the transit agency in northern Arizona, operating the Mountain Line, Mountain Lift, and Mountain Link systems in Flagstaff. As a public, governmental entity, NAIPTA closely collaborates with their member agencies, including the City of Flagstaff, Coconino Community College, Coconino County, and Northern Arizona University.

FLAGSTAFF OFFICE RENOVATION

This project consisted of remodeling several areas within NAIPTA's Flagstaff office. Scope of work includes office space conversion, doorway & locker modifications, partition wall installation, lobby/front area reconfiguration, and new window installation.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

Ron Lusk
Superintendent

NAIPTA JOC Projects

5 JOC + Campus-Wide Projects for NAIPTA

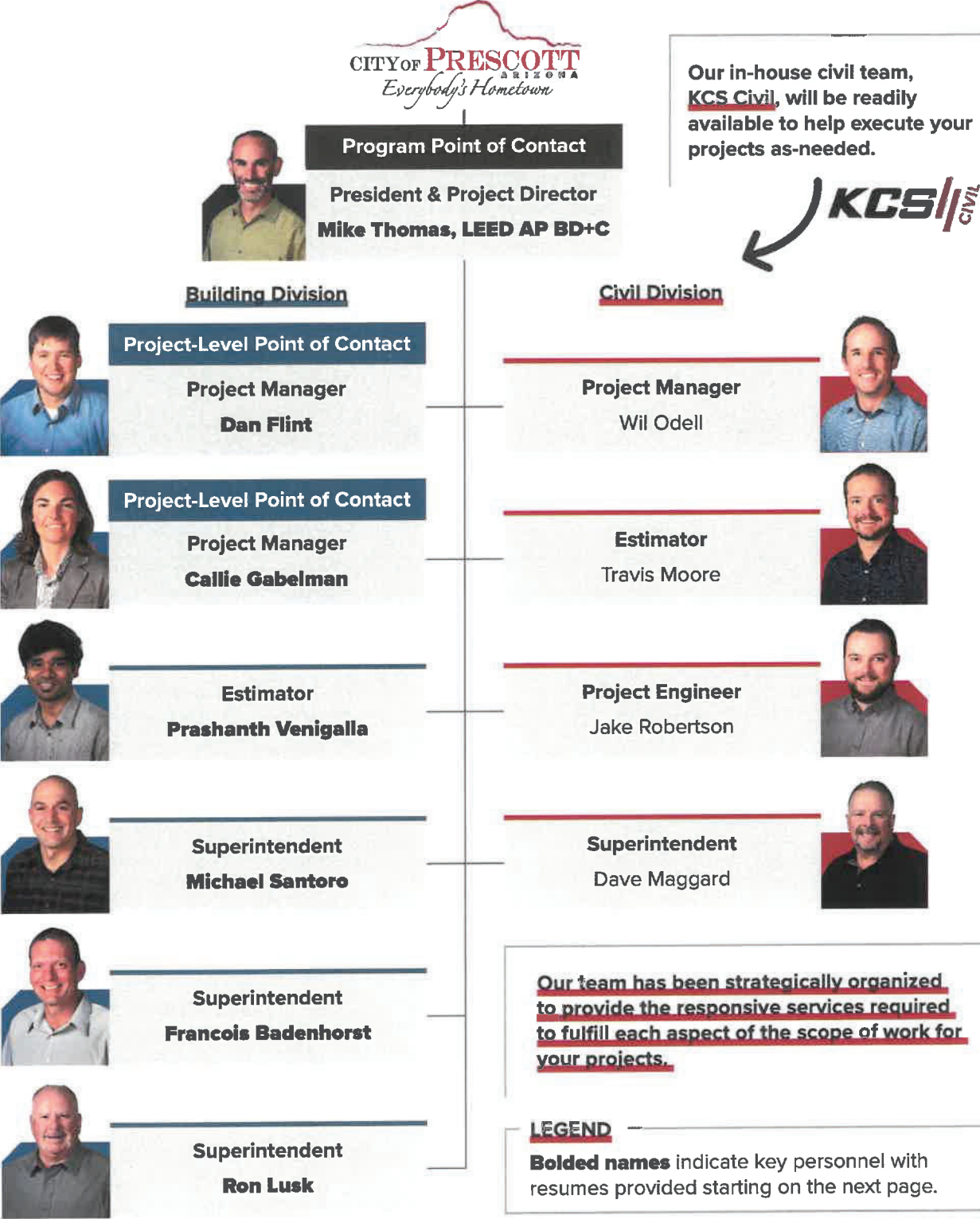
- » Flagstaff Office Renovation, \$377,625
- » Flagstaff Facility Expansion (Bus Storage Space, Fuel Island, and Wash/Dry Building), \$6,700,000
- » Verde Valley Transit Facility, \$2,946,000
- » NAIPTA Solar and Drainage, \$404,000
- » NAIPTA Bus Stops, \$75,330



KCS Project Team Organization and Qualifications

Below we have provided the proposed organizational chart for the City of Prescott's JOC Program. KCS President Mike Thomas will serve as the program point of contact, and the specific timing and required experience of each project will determine which Project Manager and Superintendent will be assigned. Dan Flint and Callie Gabelman will serve as Project Manager for projects they are assigned to, and will then serve as the primary point of contact on the project-level to ensure that the City of Prescott receives the highest level of project commitment, service, and quality synonymous with KCS.

Your Program requires a trustworthy project partner that offers JOC experience, a collaborative approach, and new construction & renovation expertise. **KCS offers all of these qualities and more—we have the necessary experience to bring your project aspirations to fruition.** We have provided resumes and qualifications for key team members on **page 12.**





Mike Thomas, LEED AP BD+C

President & Project Director

Education, Training, & Certifications

Bachelor of Arts in Business Management, National Louis University

Extensive coursework in Computer Aided Drafting, Parkland College

Extensive coursework in Architecture and Computer Programming, University of Illinois

The U.S. Green Building Council, LEED Accredited Professional

Affiliations

Treasurer, STEM City

Lean Construction Institute

Full STEAM Ahead: 8th Grade Mentor

American Society of Professional Estimators

Construction Management Association of America

Flagstaff Shelter Services, Board Member

NAU IAB, Board Member

Big Dig For Kids, Executive Board Member

As Project Director, Mike will work directly with the team as he manages the project at the strategic level. His responsibilities include establishing and adhering to project-specific goals including but not limited to budget, schedule, quality, safety, and sustainability excellence. As an experienced Project Director, Mike has accomplished managing multiple projects simultaneously and will bring a unmatched level of expertise to the City's JOC projects.

Mike has been with KCS for 20 years and among other executive management roles, he directs KCS's national award-winning Estimating Department. Mike will serve as the primary point of contact at the program level, and as projects commence, project managers Dan Flint and/or Callie Gabelman will be assigned to take over as the primary. Mike has been serving customers throughout northern Arizona for the past 20 years. Additionally, Mike has extensive experience serving municipal customers throughout northern Arizona, dozens of which were completed using the JOC delivery method.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
20+ projects completed over the past seven years, refer to **page 6**.
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
90+ projects completed over the past 20 years, refer to **page 7**.
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
19 projects completed over the past nine years, refer to **page 8**.
- **Yavapai College, JOC Program + Campus-Wide Improvements**
14 projects completed over the past nine years, refer to **page 9**.
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**
Five projects completed over the past 13 years, refer to **page 10**.

ADDITIONAL JOC EXPERIENCE

- **Arizona Department of Administration (ADOA), recently awarded**
- **City of Kingman, Building & Civil JOC Program, recently awarded**
- **City of Cottonwood, Underground JOC Program**
- **Town of Camp Verde, JOC Program**
- **The Cooperative Purchasing Network (TCPN), JOC Program, Yavapai College – Prescott Campus**
- **Flagstaff Unified School District, JOC Program**
- **Strategic Alliance for Volume Expenditures (S.A.V.E.), City of Sedona JOC**



Dan Flint

Project Manager

KCS has assigned two Project Managers to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Project Manager will be assigned to each project.

Education, Training, & Certifications

Bachelor of Science in Business Administration and Management, Northern Arizona University

OSHA 30-Hour / Network Awareness Training

OSHA 10-Hour Certification

CPR/First Aid Certification

As Project Manager, Dan's responsibilities include helping to establish and adhere to project-specific goals; including but not limited to budget, schedule, quality, safety, and sustainability excellence. Dan will work directly and continuously with the Owner as he facilitates weekly pre-construction and construction meetings. His responsibilities also extend to overseeing Superintendents and Project Engineers as he reviews their daily reports and follows up with any reported difficulties. Dan is skilled at Value Engineering and will translate his expertise towards the City of Prescott's JOC Program.

Dan has over 10 years of experience managing JOC, municipal, educational, and commercial projects ranging in value from \$60,000 to over \$30M. He has managed all phases of construction including planning, permitting, estimating, budget development and control, proposal evaluation, subcontractor selection, scheduling, material procurement, inspections, and site management. **With Dan's extensive JOC experience, he has become an expert at collaborating with the owner to create a detailed scope, inevitably leading to the most successful outcome.**

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **Coconino County Medical Examiner Facility**
7,900 SF Warehouse Conversion | CMAR | \$1.94M | Conversion of existing warehouse space into Medical Examiner Office. | 2019
- **Coconino County Sheriff's Office – Page Jail Expansion**
8,000 SF Expansion | CMAR | \$3.56M | Short-term holding facility expansion. | 2021
- **City of Flagstaff New Municipal Court Facility**
40,000 SF New Construction | Design Build | \$19.5M | Three-story facility; high profile project in downtown Flagstaff. | 2020
- **Maswik South Complex Reconstruction**
63,584 SF New Construction | CMAR | \$30.2M | Demolition of the existing six wings and construction of four new wings. | 2022



KCS has assigned two Project Managers to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Project Manager will be assigned to each project.

Callie Gabelman

Project Manager

Education, Training, & Certifications

Bachelor of Applied
Human Sciences
in Construction
Management, Colorado
State University

OSHA 10-Hour
Certification

CPR/First Aid Certification

As Project Manager, Callie's involvement will be continuous throughout the project as she leads pre-construction and construction efforts as well as oversees project performance. Her responsibilities include helping to establish and adhere to project-specific goals including but not limited to budget, schedule, quality, safety, and sustainability excellence. Callie will work directly and continuously with the City of Prescott as she facilitates weekly pre-construction and construction meetings. Her responsibilities also extend to overseeing the onsite team as she reviews their daily reports and follows up with any difficulties. Callie has ample experience with time-sensitive JOC projects, making her an ideal candidate to manage the City of Prescott's JOC opportunities.

Callie has exceptional problem-solving and leadership skills. Her ability to communicate effectively, manage demanding schedules, and produce quality results consistently benefits the projects she works on, making for an extremely successful track record. Callie's experience negotiating material purchases, scheduling and managing subcontractors, performing quantity take-offs, soliciting bids, and managing change orders has given her in-depth knowledge of the purchasing, scheduling, and JOC processes.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **City of Flagstaff New Municipal Court Facility**
40,000 SF New Construction | Design Build | \$19.5M | Three-story facility; high profile project in downtown Flagstaff. | 2020
- **Mountain Line Office Renovation**
19,296 SF Phased Renovations | CMAR | \$377K | Phased renovations to fully occupied facility. | 2018
- **Yavapai College Building L**
20,050 SF Renovation | 2,000 SF New Construction | CMAR | \$6.6M | Demolition of the existing interior to make way for new classrooms. | 2020



Prashanth Venigalla

Estimator

Education, Training, & Certifications

Bachelor of Science in Civil Engineering, K L University

Masters in Construction Engineering and Management, The University of Texas at Arlington

Construction Manager in Training (CMIT) Certification

As project Estimator, Prashanth will oversee all pre-construction activities, and is responsible for leading estimating, budget, and cost control efforts. Prashanth is responsible for the creation of accurate budgets at various intervals throughout the project, as well as for budget updates as more details become known. He will also lead the cost control effort from start to finish, ensuring that each project firmly stays on budget.

Prashanth is an experienced Estimator with a background in pre-construction management and design drafting. Prashanth has managed projects ranging in value up to \$10M across various industries that include municipal, healthcare, industrial, commercial, residential, nuclear, and rail infrastructure, as well as JOC Programs.

He is highly skilled in project estimation, productivity analysis, project scheduling, computer-aided design, BIM, and is proficient with the following software systems: On Screen Takeoff, isqft, Primavera P6, Sage Timberline, Sage Database Management, Suretrak, Microsoft Project, Sage CPC, and Bluebeam. Prashanth has a strong technical background and familiarity with different JOC estimating platforms, ensuring an unwavering Job Order Price.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **Maswik South Complex Reconstruction**
63,584 SF New Construction | CMAR | \$30.2M | Demolition of the existing six wings and construction of four new wings. | 2022
- **Coconino County Ft. Tuthill Bike Park Restroom Building**
597 SF New Construction | JOC | \$695K | New restroom building. | 2021
- **FedEx Relay Yard and Break Room**
13-Acre Site Development | Prime Civil Contractor | \$5.27M | 13-acre site development to accommodate a new intermediate trailer/truck relay yard. | 2022
- **FUSD Puente de Hozho Bathroom Addition**
53 SF Reconstruction | JOC | \$64K | Building renovation to accommodate new restroom. | 2021



KCS has assigned three Superintendents to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Superintendent will be assigned to each project.

Michael Santoro

Superintendent

Education, Training, & Certifications

Bachelor of Arts in Philosophy, Fordham University

Master of Science in Elementary Education, Hofstra University

Forklift Operator's Safety Certificate

OSHA 10-Hour Certification

CPR/First Aid Certification

As Superintendent, Michael is responsible for executing the contracted scope of work from start to finish. He ensures that all conformance with contract documents and quality are being met, implements logistics and staging, and inspects all work. Michael is responsible for safety checks, both state and federal regulation compliance, enforcement of KCS's Quality Assurance Program, and training and certification for all field personnel. He oversees daily coordination with the team and overall project quality. Michael guarantees clear lines of communication, ensuring that his team is highly knowledgeable and the Owner has full transparency of the project.

With 18 years of experience in the construction industry, Michael has accrued the skills and experience necessary to excel in his role as Superintendent. Michael knows how to work incessantly to preserve project design intent, ensuring it suits Owner's needs through all phases of a project. With collaborative JOC procedures, Michael's synergistic outlook always proves successful amidst a JOC project.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **Coconino County Medical Examiner Facility**
7,900 SF Warehouse Conversion | CMAR | \$1.94M | Conversion of existing warehouse space into Medical Examiner Office. | 2019
- **Coconino County Sheriff's Office – Page Jail Expansion**
8,000 SF Expansion | CMAR | \$3.56M | Short-term holding facility expansion. | 2021
- **Mountain Line Facility Expansion**
25,000 SF Renovations/Expansion | Design Build | \$6.77M | Facility to house fleet of 32 transit buses. | 2015
- **NAU International Pavilion**
9,800 SF New Construction | CMAR | \$4.8M | LEED Platinum certified, new, two-story building; Flagstaff's first Net-Zero energy commercial facility. | 2015



KCS has assigned three Superintendents to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Superintendent will be assigned to each project.

Francois Badenhorst

Superintendent

Education, Training, & Certifications

Confined Space Certification

First Aid/CPR Certification

OSHA Trench Safety Training

SWPPP/Erosion Control Certification

OSHA 30-Hour Construction Safety Certificate

As Superintendent, Francois is responsible for overseeing project performance for all scopes and trades. He provides on-site management from start-up through final completion of the project. His responsibilities include the complete execution of KCS' contracted scope of work, inspecting work to ensure conformance with contract documents and quality, attending scope meetings, delivery coordination, establishing staging requirements, and implementing staging and logistics plans. Francois is responsible for weekly on-site safety meetings, equipment safety checklists, compliance with all state and federal regulations, training and certification for all field personnel, and the enforcement of our Quality Assurance Program. Francois is also responsible for daily coordination with the project team and the overall quality of the project. He is highly experienced in overseeing multiple projects simultaneously, making him the perfect fit for the City of Prescott's JOC Program.

His extensive experience with emergency work ables him to be ready at a moment's notice, benefiting the City's JOC Program. Francois adds tremendous value during both phases of a project, from the development of customized Safety & Site Logistics Plans and constructability reviews during pre-construction to stringent subcontractor management and rapid response during construction.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **Maswik South Complex Reconstruction**
63,584 SF New Construction | CMAR | \$30.2M | Demolition of the existing six wings and construction of four new wings. | 2022
- **NAU International Pavilion**
9,800 SF New Construction | CMAR | \$4.8M | LEED Platinum certified, new, two-story building; Flagstaff's first Net-Zero energy commercial facility. | 2015
- **Yavapai College Building Renovations**
65,997 SF Renovations | CMAR | \$10.65M | Renovations to five buildings simultaneously. | 2012



KCS has assigned three Superintendents to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Superintendent will be assigned to each project.

Ron Lusk Superintendent

Education, Training, & Certifications

Associate of Applied Science in Construction Management and Building Technologies, Community College of Southern Nevada

CSI, Construction Documents Technician (CDT) Certification

Boom, Scissor Lift, Forklift Operator's Safety Certificate

OSHA 10-Hour Certification

Air Quality Dust Control Certificate

OSHA 30-Hour Construction Safety Certificate

CPR/First Aid/AED Training Certificate

USGBC – Green Building Basics and LEED – Course Certificate

HSPD-12 Federal Security Clearance

As Superintendent, Ron is responsible for the complete execution of KCS's contracted scope of work, subcontractor coordination and management, inspecting work to ensure conformance with contract documents, attending scope meetings, delivery coordination, establishing staging requirements, and implementing staging and logistics plans. Ron will be responsible for daily coordination with our project team and overall project quality. As Superintendent, Ron is responsible for overseeing project performance for all scopes and trades. He provides onsite management from start-up through final project completion. In his 41 years of experience, Ron has become skilled at finding alternative solutions completing time-sensitive projects on schedule.

With over 25 years of construction management experience, Ron has repeatedly demonstrated that he can tackle any problem with a solutions-based approach. He has extensive safety and management certifications coupled with vast JOC experience. Ron always demonstrated sound leadership at job-sites while supervising subcontractors and maintaining project schedule.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **City of Flagstaff New Municipal Court Facility**
40,000 SF New Construction | Design Build | \$19.5M | Three-story facility; high profile project in downtown Flagstaff. | 2020
- **Mountain Line Facility Expansion**
25,000 SF Renovations/Expansion | Design Build | \$6.77M | Facility to house fleet of 32 transit buses. | 2015
- **Verde Valley Medical Center – Camp Verde Clinic**
24,500 SF New Construction | CMAR | \$7.69M | Medical facility with multiple specialties. | 2016
- **Coconino County Ft. Tuthill Bike Park Restroom Building**
597 SF New Construction | JOC | \$695K | New restroom building. | 2021



C Value Added Knowledge and Experience

KCS's Value Added Knowledge and Experience

By electing to solicit JOC services, the City of Prescott is opening the door for a collaborative and economical approach to executing its projects. When comparing Prescott's need for an Alternative Project Delivery Method (APDM) to KCS's demonstrated excellence performing APDM projects for a range of customers, it is clear that our values are in perfect alignment.

The JOC project delivery method is a natural fit with our collaborative culture, and the project proof detailed **on the right side of this page** showcases how KCS has leveraged the JOC delivery method to maximize value for our customers. We understand how to help Owner's define their project needs and challenges up-front, and we do this by directly asking our customers the questions that will shape how a project progresses beforehand.

We pledge to deliver an extraordinary level of service to the City of Prescott, remain a constant advocate for the City's needs, and provide an unwavering commitment to completing your projects on-time, within budget, and to your satisfaction.

FAMILIARITY WITH COMMUNITY NEEDS

Offering a local team to the City has numerous benefits, including our team's proven familiarity with Prescott's local community needs. Having reviewed the City of Prescott's General Plan, KCS understands that the City is looking for a partner who will embrace the fundamental values that make up Prescott's Vision – balance, sustainability, preservation of community character, moderate growth and quality development, citizen empowerment and involvement, and ethic of equity and respect for all community members.

KCS will work strategically to consider and reflect each of these fundamental values with every project, and we are determined to assist the City of Prescott in achieving its community vision by executing your JOC projects at a high level and consistent with the City's goals.

Value Added Knowledge: Cost-Effective & Timely Solutions



NAIPTA Office Renovation

When renovating NAIPTA's existing Flagstaff headquarters to upgrade underutilized areas and increase space for other functional areas, KCS completed work in three phases to 11 different areas within the 19,296 SF, fully occupied facility.

Because of KCS's extensive experience with both the type of project and delivery method, KCS proactively asked the customer all of the right questions up-front in order to understand their priorities. **This effort resulted in the facility remaining occupied and in operation throughout the entire project, with three mobilizations and stringent safety plans to minimize disruptions.**

Having worked on projects throughout northern Arizona for over 20 years, including multiple projects in Prescott, KCS understands that Prescott needs a devoted contractor who will work with them throughout a project's development to ensure that the work is achieved in accordance with the City's predefined needs and priorities. By selecting KCS to perform JOC services, the City of Prescott can rest assured that your projects will be completed with the utmost significance placed on quality, budget, schedule, and community buy-in. Our past success providing cost- and time-saving JOC practices, paired with our local presence as northern Arizona's premier general contractor, will result in first-rate execution of your JOC Program projects.

FAMILIARITY WITH STANDARDS

We understand all layers of City involvement – review, permits, inspections, as well as state and federal regulations that must be locally applied. We also understand that all work completed for this City of Prescott's JOC Program will be done in accordance with the Maricopa Association of Governments' Uniform Standard Specifications For Construction.

FAMILIARITY WITH HISTORICAL CHALLENGES

With local roots, we understand how to construct in Prescott during inclement weather (snow, wind & monsoons) and will not shy away from the challenge. Demonstrated through the Yavapai College Building 1 Weatherization project that KCS completed in Prescott, we are prepared to stand by the City's side to help navigate the historical challenges associated with the region.

FAMILIARITY WITH LOCAL CODES

KCS has experience adhering to Prescott building codes, as evidenced by the completion of two building projects completed for Yavapai College's Prescott campus. Additionally, we are also aware that the City recently adopted Ordinance No. 2022-1804, updating Prescott's City Code. We are also familiar with working closely with Authorities Having Jurisdiction (AHJ), including APS, Unisource, and the City of Prescott, among others.

FAMILIARITY WITH SITE CONDITIONS

KCS understands that the City operates multiple facilities that serve a variety of purposes for the community, including the Prescott Regional Airport, City Hall, Parks and Recreation Centers, Prescott Rodeo Grounds, 2 Wastewater Treatment Plants, 7 Water Wells, over one hundred Water and Wastewater Pump Stations, Police Stations, multiple Fire Stations, Public Works and Engineering Facility, and Library. KCS has experience working on several facilities similar in size and purpose to the identified facilities, and we understand for every project we begin, we must take inventory of all of the considerations unique to the site and space we are working within. These considerations include learning whether the building is occupied or unoccupied, if it is a historical facility, if it is a secure municipal facility, etc. Additionally, with each project we begin, KCS puts together a site-specific plan that addresses safety and site-logistics.

VALUE ADDED: IN-HOUSE DESIGN CAPABILITIES

As JOC projects are identified and advanced, KCS is capable of assisting the City of Prescott with design in addition to general contracting. Project Director **Mike Thomas, LEED AP BD+C**, and Estimator **Prashanth Venigalla** both have experience assisting with design for JOC projects, and their abundant construction experience will inform their designs and ultimately enable a more cost- and time-efficient project for the City. **Selecting KCS for your JOC Program means that the City of Prescott will secure a fully-capable and experienced partner who is determined to deliver the highest-level of service to the City and community of Prescott.**

KCS/KCS Civil's Self-Performance Capabilities



Demolition



Excavation



Grading



Underground Utilities



Process Piping



Asphalt Paving



Concrete



Drainage



Carpentry



Drywall



General Labor



We have included the completed **Form B – Job Pricing Matrix** in the appendix immediately following this section.



E Appendix: Forms A-G & Addendum #1

We have included each of the required **Forms A-G** within this appendix, as well as a signed copy of **Addendum #1**.



September 8, 2022

Tim Legler
Deputy Recreation Services Director
Recreation Services

Re: Request for Qualifications - Job Order Contracting Services for Citywide Construction

To the honorable Mayor Phil Goode and esteemed members of the Prescott City Council:

Thank you for taking the time to review our Statement of Qualifications for the Job Order Contract General Construction Services. We appreciate your interest in Haley Construction and look forward to having an opportunity to serve you and welcome the trust that you place in us as a respected contractor. Our commitment to the city and the people of Prescott is to provide the security and confidence that is needed to ensure the repeated successful completion of high-quality construction projects while adding value to your facilities.

Haley Construction has been based in Prescott since 1960 and has led the way in industry advancements and innovative construction techniques for more than 6 decades. As the first local contractor to specialize in multiple alternative delivery methods such as Design-Build, Construction Manager at Risk, and Job Order Contracting we understand the importance of adaptability and delivering personalized building solutions to our clients.

Throughout those six decades, and 3 generations of our family business, Haley has been working with, and building for the City of Prescott, as well as the other surrounding municipalities. From completing a 1970s remodel of the lower level of the existing City Hall into a conference room and an alternate emergency command post to the remodel of the new City Hall building that Haley is currently completing for the City through a JOC contract, we value our decades long relationship with the City of Prescott. I believe our continued relationship and our involvement in many City projects over the years is a testament to our commitment to provide only the highest quality and economically practical services to the City of Prescott. As long-standing members of this community, we do not only see this as standard of our business, but as obligation to our fellow community members.

We believe our experience, our deep roots within the local construction trades, and our community involvement make Haley Construction an ideal fit to be your JOC Contractor, Construction Manager, and General Contractor. With more than 3,000 projects completed in Yavapai County, we pride ourselves on approaching each client with dedication and professionalism and take ownership in the success of each project. Our entire team is familiar with working through the JOC delivery method, and we have a deep understanding of the process development of a JOC Work Order. This process is distinct in that it requires a team with the knowledge, experience, and understanding to take a project, of any size, efficiently from inception through scope development and ultimately to successful completion. Efficiency is key in a successful JOC relationship. At Haley Construction we are uniquely poised with our current working knowledge of Job Order Contracting and our trained JOC team to partner with the City of Prescott in this capacity in a smooth, streamlined, and proven process.

We are straight forward, honest, and accountable. We will work to ensure that each project stakeholder participates with these values in mind and works transparently with all project team players, associated subcontractors, architect(s) and design team, consultants, and all government entities. Choosing Haley translates into resources, relationships, and skills that are well-suited to deliver the highest level of quality, best value in pricing and material analysis, and the most efficient reviews of construction technique and scheduling oversight to

1933 ROCKY DELLS DRIVE PRESCOTT, AZ 86303
928.445.1281 | HaleyConstructionAZ.com

Residential: ROC 025486-B | Commercial: ROC 075583 B-01



your project. We provide hands-on involvement of highly experienced project superintendents, while also offering the personal involvement of our company principals and executive team.

With Haley Construction you are not just another client and another construction project - this is the opportunity to continue a long-term relationship based on a personal investment and desire to achieve success in our shared community. We recognize this is more than simply choosing a builder - it is about finding a partner that will work tirelessly with you to achieve your vision. Our track record over 67 years of no litigation or arbitration with any client, and three generations of completing successful projects proves that we are that partner - it is what sets us apart from our competitors. Respectfully, we would be honored to continue working with the City of Prescott.

Sincerely,

A handwritten signature in blue ink, reading "Gillian Haley-Meierbachtol", with a long horizontal line extending to the right.

Gillian Haley-Meierbachtol
Principal

Form A – Solicitation Response Cover Sheet



Job Order Contracting Services for Citywide Construction

Please note all that apply:

- ☐ Job Pricing Matrix
- ☒ Addenda Number(s) Received (if any)
- ☐ Original Forms A through G

Business Name: HALEY CONSTRUCTION COMPANY

Business Address: PO BOX 831, 1933 ROCKY DELLS DR.

PRESCOTT, AZ 86302

Business Phone: (928) 445-1281

Business Contact: DIANE TRAVIS

Contact Email: DIANE@HALEYCONSTRUCTIONAZ.COM

Contractor Comments: FEDERAL TAX ID NUMBER 86-0182772

ARIZONA TRANSACTION PRIVILEGE TAX NUMBER 13021457

Form B – Job Pricing Matrix



Job Order Contracting Services for Citywide Construction

Company Name: HALEY CONSTRUCTION COMPANY

JOC MATRIX	\$1.00 - \$50,00.00	\$50,001.00 - \$100,000.00	\$100,001.00 - \$300,000.00	OVER \$300,001.00
INDIRECT COSTS				
General Contractor Overhead	6%	6%	6%	6%
General Contractor Profit	12%	10%	9%	8%
Subcontractor	No Additional Markups	No Additional Markups	No Additional Markups	No Additional Markups
Bonds	1.44%	1.44%	1.44% per \$100,000	1.44% per \$100,000 up to \$1,999,999
Insurance	1.75%	1.75%	1.75%	1.75%
AZ/County/City Tax	5.585%	5.585%	5.585%	5.585%
Total Indirect Costs %	26.78%	24.78%	23.78%	22.78%

Diane Travis

Signature of Company Official

09/08/22

Date Signed

CFO

DIANE@HALEYCONSTRUCTIONAZ.COM

Title

Email Address

HALEY CONSTRUCTION COMPANY

928-445-1281

Company Name

Phone Number

PO BOX 831, 1933 ROCKY DELLS DR

Address

PRESCOTT, AZ

86302

City / State

Zip Code

Form C – Bid Certification



Job Order Contracting Services for Citywide Construction

Company Name: HALEY CONSTRUCTION COMPANY

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date Issued
<u>1</u>	<u>08/26/2022</u>

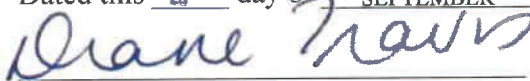
- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Job Pricing Matrix
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this 8 day of SEPTEMBER 2022.



Signature

DIANE TRAVIS

Written Name

928-445-1281

Phone Number

DIANE@HALEYCONSTRUCTIONAZ.COM

Email Address

Form D – Non-Collusion Certificate



Job Order Contracting Services for Citywide Construction

Company Name: HALEY CONSTRUCTION COMPANY

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 8 day of SEPTEMBER 2022.

Diane Travis

Signature

928-445-1281

Phone Number

DIANE TRAVIS

Written Name

DIANE@HALEYCONSTRUCTIONAZ.COM

Email Address

Form E – Certificate of Ownership



Job Order Contracting Services for Citywide Construction

Company Name: HALEY CONSTRUCTION COMPANY

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 8 day of SEPTEMBER 2022.

Diane Travis
Signature

928-445-1281
Phone Number

DIANE TRAVIS
Written Name

DIANE@HALEYCONSTRUCTIONAZ.COM
Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: HALEY CONSTRUCTION COMPANY

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: YAVAPAI COLLEGE
Address: 1100 E. SHELDON ST.
PRESCOTT, AZ 86301
Contact Person: DAVID LAURENCE
Phone Number: 928-717-7666

Reference #2

Firm Name: Embry Riddle Aeronautical University
Address: 3700 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
Contact Person: BRAD SINN
Phone Number: 928-777-3734

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 8 day of SEPTEMBER 2022.



Signature

928-445-1281

Phone Number

DIANE TRAVIS

Written Name

DIANE@HALEYCONSTRUCTIONAZ.COM

Email Address

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: J CO CONTRACTING LLC Address: PO BOX 3787 PRESCOTT, AZ 86302 Phone #: 928-277-4617 License #: 239181	CONCRETE AND MASONRY
Name: TBE CONSTRUCTION LLC Address: 9880 N MARTINGALE WAY PRESCOTT VALLEY, AZ 86315 Phone #: 928-308-9266 License #: 304111	WOOD FRAMING
Name: LEGACY ROOFING LLC Address: 1450 BUILDERS WAY PRESCOTT, AZ 86301 Phone #: 928-460-4430 License #: 253824	ROOFING
Name: C&I SHOW HARDWARE Address: 1209 N STADEM DRIVE TEMPE, AZ 85281 Phone #: 928-237-4556 License #: 300416	ACCESS CONTROL, DOORS AND DOOR HARDWARE

**Use additional form(s) if needed*

Form G – Subcontractors List
- Continuation



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: COMMERCIAL GLASS COMAPNY LLC Address: 8732 E VALLEY ROAD PRESCOTT VALLEY, AZ 86314 Phone #: 928-925-7992 License #: 246476	GLAZING AND STOREFRONTS
Name: TOTAL BUILDING SYSTEMS Address: 440 SOUTH 7TH STREET COTTONWOOD, AZ 86326 Phone #: 928-649-0131 License #: 146485	DRYWALL, STEEL STUD FRAMING, ACOUSTICAL CEILINGS
Name: BARRETT FLOORS LLC Address: 491 EZ STREET PRESCOTT, AZ 86301 Phone #: 928-227-3278 License #: 268407, 327048, 326614	FLOORING, FINISH CARPENTRY
Name: YAVAPAI MECHANICAL LLC Address: 5860 N FULTON DR. PRESCOTT VALLEY, AZ 86314 Phone #: 928-445-8450 License #: 222425, 222426	PLUMBING AND HVAC

**Use additional form(s) if needed*

Form G – Subcontractors List
- Continuation



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: KEVIN LOLLAR ELECTRIC LLC Address: P.O. BOX 1393 PRESCOTT, AZ 86302 Phone #: 928-778-2523 License #: 153800	ELECTRICAL
Name: CABLE SOLUTIONS Address: 2461 N ARIZONA AVE CHANDLER, AZ 85225 Phone #: 480-968-8601 License #: 139418	LOW VOLTAGE, COMMUNICATIONS
Name: FANN CONTRACTING INC. Address: PO BOX 4356 PRESCOTT, AZ 86302 Phone #: 928-778-0170 License #: 204153	EARTHWORK
Name: VICENTE LANDSCAPING Address: 2600 STEARMAN RD. SUITE C PRESCOTT, AZ 86301 Phone #: 928-363-1601 License #: 200432	LANDSCAPING

**Use additional form(s) if needed*



ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 32 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Remove and replace Form C Bid Certification

Correct C3 to show 2. Form B- Job Pricing Matrix.

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria with equal values in each category:

- a. General Information
- b. Experience and Qualifications
- c. Value Added Knowledge and Experience – the company must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.
- d. Job Pricing Matrix

- END -

City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

Acknowledgement: (must be signed and turned in with the bid documents)

HALEY CONSTRUCTION COMPANY
Company Name
Diane Travis
Signature of Company Official

09/08/2022
Date

JOC PROJECT TEAM



Allan Crary



Principal/Project Director

Gillian Haley



Principal/Project Director

Jeff Falls



JOC Project Manager

Diane Travis



CFO/ Project Documentation

Harry Polley



**Superintendent
ERAU - JOC**

Matt Gillis



**Superintendent
YCC/COP - JOC**

Kathy Wright



Project Engineering

Michael Osborne

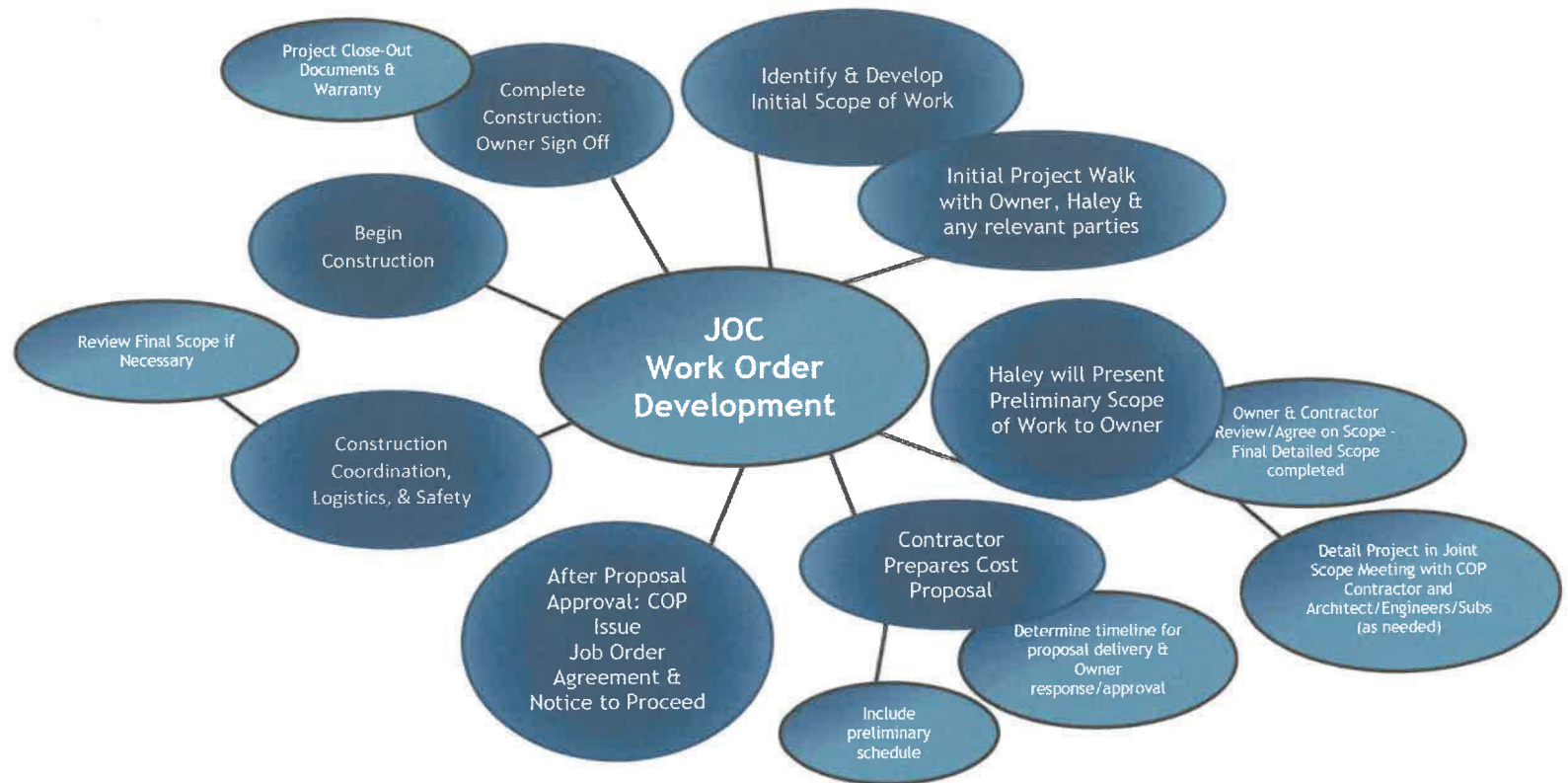


**Project Engineering
Estimating**

JOC PROJECT EXPERIENCE

JOC EXPERIENCE			
PROJECT NAME	PROJECT DESCRIPTION	DATE	STATUS
Yavapai College PAC Improvements	Replace finishes throughout the front of house and lobby portions of the Performing Arts Theater	2021	COMPLETE
Yavapai College PAC Restroom Addition	Add new restroom to back of house area	2021	COMPLETE
Yavapai College Library Restroom Repairs	Make repairs to walls to prevent further damage to restroom toilets and walls	2021	COMPLETE
Yavapai College PAC Theater Lighting	Replace dated LED lighting with new LED lighting	2021	COMPLETE
Yavapai College Fire Lane Concrete Replacement	Replace concrete sidewalks at fire lane between buildings 2 and 3	2021	COMPLETE
Yavapai College Campus Concrete Replacement A	Replace concrete sidewalks at various locations on campus	2022	COMPLETE
Yavapai College Campus Concrete Replacement B	Replace concrete sidewalks at various locations on campus	2022	COMPLETE
Yavapai College Library Exterior Steel Re-Paint	Repaint all existing exposed exterior steel on building	2022	COMPLETE
Yavapai College CTEC Roof Rebuild	Rebuild roof area at entry	2022	IN PLANNING
Yavapai College Building 3 Improvements	Interior improvements at cafeteria area	2022	IN PLANNING
Embry-Riddle University Library Data/Power Additions	Add new power and data drops to newly installed shelving and testing desks	2021	COMPLETE
Embry-Riddle University Flight Line F-6 Remodel	Remodel existing offices into new testing center	2022	COMPLETE
Embry-Riddle University Volleyball Court Improvements	Replace existing sand rework concrete and utilities replace equipment	2021	COMPLETE
Embry-Riddle University West Ramp Improvements	Add future temp building pad, Add concrete stairs, handrail, and rework fencing.	2022	COMPLETE
Embry-Riddle University Covid Cottage	Convert existing wood framed temp building into Covid-19 testing facility	2021	COMPLETE
Embry-Riddle University T-2 Dorms Closet Improvements	Rework existing dorm closets to accommodate new furniture	2022	COMPLETE
Embry-Riddle University Flight Line Temp Building Power	Upgrade electrical power and add power and data to newly set temp classroom buildings	2022	IN CONSTRUCTION
Embry-Riddle University Building 19 Remodel	Convert existing digital music and video classroom into new offices	2022	IN CONSTRUCTION
Embry-Riddle University Observatory Slabs	Demo and reconstruct new footings and slab for small observatory building	2022	IN PLANNING
City of Prescott New City Hall 3 rd Floor Remodel	Convert existing built out spaces and raw spaces into new offices and City Council chambers	2022	IN CONSTRUCTION

JOC PROJECT TIMELINE



Form A – Solicitation Response Cover Sheet



Job Order Contracting Services for Citywide Construction

Please note all that apply:

- ☒ 2.16 Evaluation Criteria
- ☒ Job Pricing Matrix
- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through G

Business Name: Fann Contracting, Inc.

Business Address: PO Box 4356

Prescott, AZ 86302

Business Phone: (928) 778-0170

Business Contact: Jason Fann

Contact Email: jfann@fanncontracting.com

Contractor Comments: _____

CONFIDENTIAL PROPRIETARY INFORMATION

Form B – Job Pricing Matrix

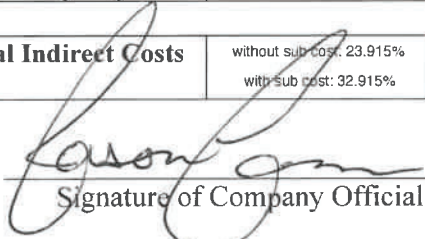


Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

JOC MATRIX	\$1.00 - \$50,00.00	\$50,001.00 - \$100,000.00	\$100,001.00 - \$300,000.00	OVER \$300,001.00
INDIRECT COSTS				
General Contractor Overhead	6%	6%	6%	6%
General Contractor Profit	10%	9%	8%	7%
Subcontractor	9%	8%	7%	6%
Bonds	1%	1%	1%	1%
Insurance	1%	1%	1%	1%
AZ/County/City Tax	5.915%	5.915%	5.915%	5.915%

Total Indirect Costs %	without sub cost: 23.915%	without sub cost: 22.915%	without sub cost: 21.915%	without sub cost: 20.915%
	with sub cost: 32.915%	with sub cost: 30.915%	with sub cost: 28.915%	with sub cost: 26.915%



Signature of Company Official

President

Title

September 8, 2022

Date Signed

jfann@fanncontracting.com

Email Address

Fann Contracting, Inc.

Company Name

928-778-0170

Phone Number

PO Box 4356

Address

Prescott, AZ

City / State

86302

Zip Code

Form C – Bid Certification



Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date Issued
<u>One (1)</u>	<u>August 26, 2022</u>

- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:
1. Form A – Solicitation Response Cover Sheet
 2. Form B - Price Sheet
 3. Form C – Bid Certification
 4. Form D – Non-Collusion Certificate
 5. Form E – Certificate of Ownership
 6. Form F – Bidder Qualifications, Representations and Warranties
 7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this 8th day of September 2022.

Signature

Jason Fann

Written Name

(928) 778-0170

Phone Number

jfann@fanncontracting.com

Email Address

Form D – Non-Collusion Certificate



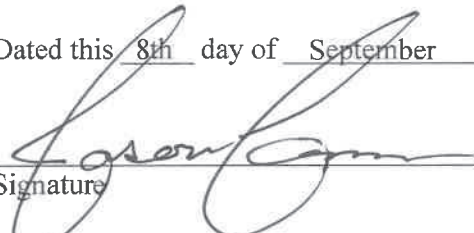
Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form E – Certificate of Ownership



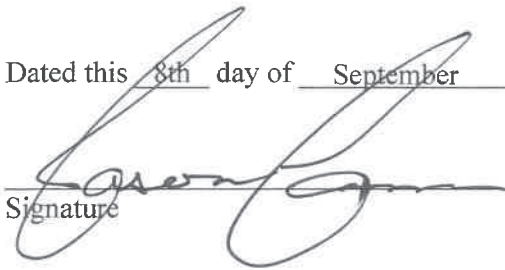
Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: Coconino County Public Works

Address: 5600 E. Commerce Ave
Flagstaff, AZ 86004

Contact Person: JD Brice, Project Manager / Dionisio Erasun, Inspector

Phone Number: 928-606-8998 / 928-679-8300

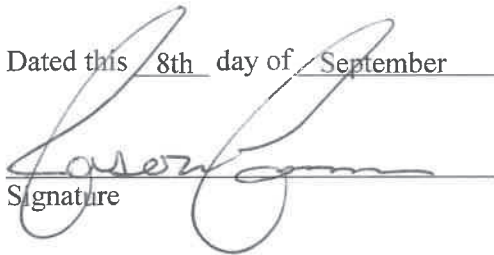
Reference #2

Firm Name: Yavapai College
Address: 1100 E. Sheldon Street
Prescott, AZ 86301
Contact Person: Scott Blevins, Manager / James Crockett, Assistant Director
Phone Number: 928-717-7639 / 928-717-7645

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: J. Co. Contracting, LLC Address: PO Box 3787 Prescott, AZ 86302 Phone #: (928) 277-4617 License #: 239181	Concrete
Name: Engineering & Testing Consultants, Inc. Address: 417 North Arizona Street Prescott, AZ 86301 Phone #: 928-778-9001 License #: 07306723	Quality Control
Name: Address: Phone #: License #:	
Name: Address: Phone #: License #:	

**Use additional form(s) if needed*

J. Co. Contracting, LLC
License KB-01 ROC239181



P.O. Box 3787
Prescott, AZ 86302
928-277-4617
jcocontracting@yahoo.com

September 8, 2022

Whom it may concern,

J.Co. contracting L.L.C. is pleased to announce its commitment to Fann Contracting, Inc., as a subcontractor for the City of Prescott's Job Order Contracting Services for Citywide Construction project.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Nay". The signature is stylized with a cursive-like flow.

Michael Nay

Sr. Estimator

J.Co. Contracting L.L.C.



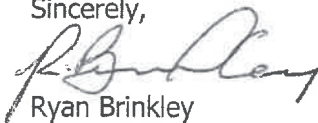
ENGINEERING & TESTING CONSULTANTS INC.

September 8, 2022

Whom it may concern,

Engineering & Testing Consultants, Inc is pleased to announce its commitment to Fann Contracting, Inc., as a subcontractor for the City of Prescott's Job Order Contracting Services for Citywide Construction projects.

Sincerely,



Ryan Brinkley

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

**417 NORTH ARIZONA AVENUE • PRESCOTT, ARIZONA 86301
928-778-9001 • FAX 928-778-4866**



ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 32 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Remove and replace Form C Bid Certification

Correct C3 to show 2. Form B- Job Pricing Matrix.

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria with equal values in each category:

- a. General Information
- b. Experience and Qualifications
- c. Value Added Knowledge and Experience – the company must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.
- d. Job Pricing Matrix

- END -

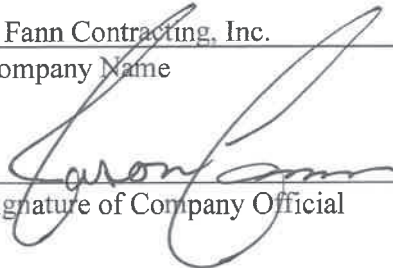
City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

Acknowledgement: (must be signed and turned in with the bid documents)

Fann Contracting, Inc.
Company Name


Signature of Company Official

September 8, 2022
Date



JOC-Yavapai College East Campus Parking Lot Rehab



JOC Cosnino Road Pavement Preservation



JOC Pinewood Blvd Pavement Preservation

CITY OF PRESCOTT JOB ORDER CONTRACTING SERVICES FOR CITYWIDE CONSTRUCTION RESPONSE TO 2.16 EVALUATION CRITERIA SEPTEMBER 8, 2022

6725 Generation Lane PO Box 4356
Prescott, AZ 86301 Prescott, AZ 86302

Office: (928) 778-0170
www.fanncontracting.com

AZROC 071520-A | AZROC 204153-B | AZROC 078800-B1 | AZROC 041313-B4

FANN

CONTRACTING

City of Prescott

Tim Legler, Deputy Recreation Service Director

201 S. Cortez Street

Prescott, AZ 86303

**RE: Job Order Contracting Services for Citywide Construction,
2.16 Evaluation Criteria**

Dear Selection Committee,

We are pleased to submit our proposal for the City of Prescott's Job Order Contracting Services for Citywide Construction. Fann Contracting (Fann) is recognized as a leading horizontal contractor in Northern Arizona providing consistent and quality JOC services for municipalities, year after year. We look forward to a partnership with the City of Prescott in which we can offer the same level of customer service under a JOC services agreement. Fann will hands-down provide the City with the most value when it comes to responsiveness, reliability, available resources, well-rounded abilities, teamwork, and customer service.

Northern Arizona Presence: Fann's 62 years of construction, specifically in Northern Arizona, has tailored our company and it's resources to be more readily equipped in working with challenging site conditions on a variety of projects. We are more familiar than many of our competitors in tough climate conditions, unique job environments, hard dig situations, multi-jurisdictional procedures and specifications. We also developed relationships and work regularly with many of the local subcontractors and suppliers in the area. With our Northern Arizona presence and proximity in location, we can provide a quick and timely response to any JOC service request.

Combined Strengths: Our proposed JOC team brings together decades of industry knowledge and pointed construction experience in horizontal construction. Our key team members include Alternative Delivery Lead/Project Executive **Jason Fann (Key Member)**, Project Manager/JOC Estimators **Brian Fuller and Derek Kack (Key Members)** as the City of Prescott's project point-of-contact. Our team brings to the City the best combination of fast-track project implementation and execution, quick turn

September 8, 2022

around estimating, local and technical construction experience, a strong reputation with local subcontractors and suppliers, a keen eye for quality and safety, and a partnership approach to see that your job orders are carried out successfully.

Self-Perform Capabilities: As the largest heavy-civil contractor in Northern Arizona, we are best suited for JOC work given the variety of services that we offer. Performing major scopes in-house allows us to maintain control over the project ultimately leading to accelerated completion of projects, overall project savings, and a higher quality of work. Additionally, we employ our own traffic control on projects with our ATSSA-certified staff to carry-out the safest and most efficient means possible to minimize public impact.

JOC Experience: The team selected for your JOC program all have experience with JOC contracts making our team uniquely qualified. We continue to obtain repeat business under our current JOC contracts proving our successful performance both in the JOC process and in customer satisfaction.

You'll find in the following SOQ document that Fann has much to offer as your most valued JOC contractor. We thank you for this opportunity to present ourselves, and we hope you'll find Fann and our team of experts your most valued JOC partner.

Sincerely,



Jason Fann
Fann Contracting, Inc.
6725 Generation Lane, Prescott, AZ 86301
928-778-0170
jfann@fanncontracting.com

FANN
CONTRACTING

300+
EMPLOYEES

Continuous
JOC Work
SINCE 2013

250+
PUBLIC/GOVERNMENT
CONTRACTS

Largest
Equipment Fleet
in Northern AZ
W/ HIGHLY EXPERIENCED
OPERATORS

75-90%
TYPICAL SELF-PERFORM
RATE RANGE

2.16 A - GENERAL INFORMATION

Firm Description, Legal Organization and Organizational Chart with Key Personnel.

Fann Contracting, Inc. (Fann) is a Northern Arizona based general contractor celebrating more than 62 years in business. Our firm builds projects of all types and sizes, performing earthmoving, rock handling, utility work, site prep, roadway and highway construction, street improvements, drainage facilities, channel and detention improvements, mining work, roadway maintenance, and general construction improvements for public and private customers throughout Arizona. We do this under many contract forms on large and small projects including JOC.

Fann's extensive experience in and around Prescott, coupled with our well rounded knowledge of public works street improvements, makes us a great fit for the City's unique JOC Street and Drainage Facilities projects! Our familiarity with the local climate and rock conditions, attention to detail, focus on job safety and quality, and our experienced employees are all beneficial factors we bring to your JOC program.

We own and maintain one of the largest heavy equipment and trucking fleets in Northern Arizona. This allows us to offer competitive pricing coupled with seasoned operators and lots of horsepower. Our full-service fleet maintenance department works around the clock to maintain and repair our heavy equipment, so projects stay on schedule with minimal interruption. We have the ability to self-employ increased resources as necessary to adjust to job conditions and demands with minimal reliance on

KEY PERSONNEL:



JASON FANN
ALT. DELIVERY LEAD/PROGRAM DIRECTOR



BRIAN FULLER
ESTIMATOR/PROJECT
MANAGER



DEREK KACK
ESTIMATOR/PROJECT
MANAGER

ACCESS TO FANN'S 14 PROJECT ENGINEERS AND SUPERINTENDENTS

subcontractors in today's high-demand market.

Our core values include **safety, quality, productivity, honesty, pride, respect and community**. This is the foundation that brings out the best in our employees to provide high-end service for our clients.

Licences, Terminated Contracts and Bonding Capacity.

Arizona Professional Contractor Licenses.

A-General Engineering - AZROC 071520

B-General Residential Contractor - AZROC 204153

B1-General Commercial Contractor - AZROC 078800

B4-General Engineering Contractor - AZROC 041313

Terminated Contracts

Neither Fann Contracting nor any officers of the firm have had any contract or subcontract terminated in the past five years.

Bonding Capacity

Fann has 60-years of successful bonding history with a capacity of \$80,000,000.00 per project and \$220,000,000.00 total aggregate. Over the past several years, we have maintained excess bonding capacity of at least \$80,000,000.00 per project. Fann Contracting will not have any problem maintaining enough capacity for any jobs awarded under this JOC.



This is one of the largest Capital Projects that the Town has pursued, and also one of the most sensitive....Good interaction with the existing home owners is critical...I get positive comments from homeowners consistently on the courtesy and good workmanship that Fann provides."

Robin Allen, Senior Civil Engineer,
Town of Chino Valley Project

2.16 B EXPERIENCE AND QUALIFICATIONS

Comparable JOC contracts:

COCONINO COUNTY JOC

This JOC program was originally awarded to Fann by Coconino County Public Works in May of 2013. The County has renewed and awarded the JOC contract to Fann year-after-year, which remains active today. Fann has performed seven major projects under the County's JOC contracts to date. The JOC included (vertical and horizontal) construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolitions, re-constructions and alteration services to County facilities and roadways.



PINEWOOD BLVD PAVEMENT PRESERVATION (COCONINO COUNTY JOC)

Description: The Pinewood Blvd project consisted of milling, cement soil stabilization, ABC, paving, roadside ditch improvements, striping, safety rails, shouldering, traffic control and coordination of existing utilities.

Role of the Firm: JOC Contractor

Original/Final Cost: Original:

\$1,692,900.00 / Final: \$1,597,752.72

Construction Dates: May 2015 - July 2015

Project Owner: Coconino County Public Works Department

References:

1. JD Brice, 928-606-8998 (Coconino County Project Manager), 2. Dionisio Erasun, 928-679-8300 (Inspector, Coconino County)



COSNINO ROAD PAVEMENT PRESERVATION (COCONINO COUNTY JOC)

Description: Mill existing asphalt, salvage and deliver RAP to County's yard, 5" ABC, 4" AC, pave driveways, subexcavation with suitable fill, roadside grading, ditch cleaning, relocate mailboxes, traffic control, and pavement markings.

Role of the Firm: JOC Contractor

Original/Final Cost: Original: \$1,852,595.00 /

Final: \$1,848,055.00

Construction Dates: April 2017 - June 2017

Project Owner: Coconino County Public Works Department

References:

1. JD Brice, 928-606-8998 (Coconino County Project Manager), 2. Dionisio Erasun, 928-679-8300 (Inspector, Coconino County)



STATEWIDE JOC

This JOC was established for statewide horizontal work to serve publicly funded owners and agencies with a streamlined purchasing system administered through the State of Arizona Procurement Office. The program not only serves state agencies, but it helps towns, cities, counties, schools, parks, tribal agencies, and other non-state agencies (Cooperative Members) with their maintenance and construction jobs of up to \$1M per project. Fann was awarded the Statewide JOC contract in 2017. Fann has performed 22 projects under the Statewide JOC program to date. This contract has been renewed and re-awarded to Fann since that time and remains active today.



ADOT GRAND CANYON AIRPORT FAA RUNWAY REPAIRS (STATEWIDE JOC)

Description: 125,700 LF of crack seal with an average width of 3/4" and 2" deep and up to 12,200 LF of crack seal with an average width of 1.5" and 4" deep. All work will be performed during day hours (no night work). Low profile barricades set up on taxiway/crossovers work and runway closure for runway work

Role of the Firm: JOC Contractor

Original/Final Cost: \$605,275.33/ On Going

Construction Dates: November 2021 - January 2022

Project Owner: ADOT Grand Canyon Airport

References:

1. Matt Smith 928-638-2446 (Airport Manager)
2. Michael Cockrum 928-638-2446 (Operations Manager)



YAVAPAI COLLEGE EAST CAMPUS PARKINGLOT REHABILITATION (STATEWIDE JOC)

Description: Yavapai College Prescott Valley Paving Improvements work - Removals include concrete sidewalk/curb, sawcut, 3" asphalt and 6" sub-base/grade, and pre lower water valves and manhole. Improvements will include ribbon curb, curb/gutter, single curb, sidewalk, 5" AC on 4" ABC, 5 each speed humps, striping, and rip rap.

Role of the Firm: JOC Contractor

Original/Final Cost: \$359,674.29 / \$377,976.81 (Owner added to the contract additional geogrid to address unstable subgrade)

Construction Dates: June 2020 - August 2020

Project Owner: Yavapai College

References:

1. Scott Blevins 928-717-7639 (Manager, Plant and Process Engineer)
2. James Crockett 928-717-7645 (Assistant Director, Facilities)



YAVAPAI COUNTY BEASLEY FLAT LOW WATER CROSSING (STATEWIDE JOC)

Description: Project included installation of new low water crossing structure, roadway excavation and grading to match existing roadways to new concrete LWC. Channel improvements, temporary drainage facilities, 18'd reno mattresses with rip-rap.

Role of the Firm: JOC Contractor

Original/Final Cost: \$237,805 (original and final)

Construction Dates: September 2018 - November 2018

Project Owner: Yavapai County Public Works / Flood Control

References:

1. Bert Miller 928-771-3183 (YC Public Works Construction Division Manager)
2. Randy Smith 928-308-7241 (Project Manager, YC Flood Control)

Firm JOC Project Experience		
Job Order Contract	Job Order	Location
Coconino County JOC		
Original Contract: 2013 Renewal Years: 2014 - 2020	Oak Creek Slide Fire Emergency Protection	Oak Creek, AZ
	Cattle Guard Replacement Double A Ranch Rd	Flagstaff, AZ
	Munds Wash Bridge Repair (Pre-Con svc only)	Flagstaff, AZ
	Pinewood Blvd	Flagstaff, AZ
	Sheephill Crushing	Flagstaff, AZ
	Cosnino Rd	Flagstaff, AZ
	Park Knoll Pit	Flagstaff, AZ
Arizona Statewide JOC		
Original Contract: 2017 Renewal Years: 2018 - 2020	COP Washington School Driveway	Prescott, AZ
	COP Rodeo Drive	Prescott, AZ
	COP Willis Street	Prescott, AZ
	COP Samaritan Way	Prescott, AZ
	COP Senator Highway Slope Protection	Prescott, AZ
	COP Alarcon Street	Prescott, AZ
	Yavapai Hills Drainage Structures	Prescott, AZ
	PUSD Mile High Middle School	Prescott, AZ
	PUSD Taylor Hicks Elementary School	Prescott, AZ
	PUSD Granite Mountain Middle School	Prescott, AZ
	PUSD Abia Judd Elementary School	Prescott, AZ
	PUSD Prescott High School	Prescott, AZ
	COC Cottonwood Main Street	Cottonwood, AZ
	Yavapai College Asphalt Repairs	Prescott, AZ
	YC - Beasley Flats Low Water Crossing	Camp Verde, AZ
Original Contract: 2017 Renewal Years: 2018 - 2020	GC Airport - Paving at Residential Streets	Grand Canyon, AZ
	GC Airport - Perimeter Rd Milling Replacement	Grand Canyon, AZ
	GC Airport - Paving at Eq. Services Building	Grand Canyon, AZ
	GC Airport Runway Painting	Grand Canyon, AZ
	GC Airport FAA Runway Repairs	Grand Canyon, AZ
	ADVS Camp Navajo Asphalt Repairs	Grand Canyon, AZ
	GC Airport - Drainage Cleaning	Grand Canyon, AZ
	Town of Tusayan - Town Hall Milling Placement	Tusayan, AZ

Firm JOC Project Experience		
Job Order Contract	Job Order	Location
City of Flagstaff JOC		
Original Contract: 2015 Renewal Years: '16 - '20	COF Landfill - Phase 1 Site Investigation	Flagstaff, AZ
	COF Landfill - Phase 2 Site Investigation	Flagstaff, AZ
Yavapai College JOC		
Original Contract: 2020	YC Prescott Campus Deforestation	Prescott, AZ
	COP Rodeo Grounds Aquifer Recharge	Prescott, AZ
	YC Prescott Valley Entrance Road	Prescott Valley
	YC Prescott Campus BLDG 3 & 4 Loop Rd	Prescott, AZ

2.16 C VALUE ADDED KNOWLEDGE AND EXPERIENCE

Firm's knowledge, training and experience with Job Order Contracting.

Fann continues to build successful projects by applying key principles of partnering, collaboration, and open communication to get the most out of its project and client experiences. This approach complimented by our team-centered mindset helps us solve problems quickly and cost-effectively. As issues and important matters arise during the JOC process, the team works collaboratively and quickly to determine the best outcome for the project. With our management tools and systems in place, we can achieve success on every project.

Fann is frequently engaged by owners and designers to participate in design and constructibility reviews on a wide range of projects. As a contractor with multiple JOC contracts and a history of working on this particular contract arrangement, we will work in partnership with The City of Prescott and its designers to provide value engineering and constructibility input to assist with any design effort to find the most cost-effective solutions on a variety JOC projects. During the preconstruction phase, our front-end project estimating/management team and assigned superintendent will put emphasis on site due diligence to explore existing surface conditions, potential site and underground conditions, and propose probable solutions to any concerns or job risks identified. We recognize that timely response is key to executing task orders, so all discovery information will be reported to the project team to include in design or scoping to properly account for those concerns identified.



JOC contracts and projects related to drainage facilities and general street and civil construction.

Drainage Facilities. Fann has successfully completed drainage-specific JOC projects as well as larger JOC jobs that included drainage systems as a part of the overall project scope. One drainage project includes the City of Prescott's Hornet Drive Drainage JOC where

Fann scoped, priced, and installed roadway trench drains with vein grates at several roadway crossing locations within the Yavapai Hills subdivision to address recurring drainage and flooding issues within this mountainous community. Another drainage project included a concrete at-grade drainage crossing at Beasley Flat wash for Yavapai County Public Works & Flood Control. Fann successfully completed Yavapai County's first civil JOC project to address the erosion and scouring that was occurring on the roadway to Beasley Flat.

General Street and Civil Construction. Our JOC team has scoped, priced, and completed several street and civil construction projects over the years. In fact, many of our JOC projects have been specific to street and civil work for various clients including the City of Prescott, City of Flagstaff, Yavapai County, Town of Tusayan, Yavapai College, Prescott Unified School Districts (several school campuses), DEMA Camp Navajo, ADOT Grand Canyon Airport, Coconino County, and City of Cottonwood.

A few examples of **street projects** include City of Prescott Samaritan Way Road Reconstruction (Prescott, AZ), Coconino County Pinewood Boulevard Reconstruction (Munds Park, AZ), Coconino County Cosino Road Phase II Pavement Preservation Project (Flagstaff, AZ), and Cottonwood Main Street Pavement Repairs and Re-striping (Cottonwood, AZ).

These projects had an assortment of scope items including pavement removals and milling, utility work, cement-treated subgrade, grading and subgrade preparation, over-excavation of unsuitable material, ABC import and place, site concrete, asphalt paving, striping, signage, and other incidental work. Fann performed traffic control services on all of these projects that included lane closures, road closures, rolling closures, flagger set-ups, pilot cars, and traffic control maintenance to minimize traffic impacts.

We have a wide array of **civil projects** including Yavapai College East Campus Parking Lot Reconstruction (Prescott Valley, AZ), PUSD Granite Mountain Middle School Yard and Parking Rehabilitation (Prescott, AZ), PUSD Abia Judd Elementary School Parking Lot Reconstruction (Prescott, AZ), PUSD Prescott High School Parking Lot Reconstruction (Prescott, AZ), City Of Prescott Senator Highway Slope Protection (Prescott, AZ), Coconino County Sheephill Pit Blasting & Crushing (Flagstaff, AZ), and much more. These projects vastly ranged in JOC services that included pavement and concrete removals, placement of recycled asphalt millings (*Value Engineering), earthmoving, grading and subgrade preparation, over-excavation of unsuitable material, ABC import and place, site concrete, asphalt paving, striping, blasting, crushing, and other incidental work.

Knowledge of Price Cost Estimating and Estimating Software.

Fann's estimating team will use HCSS HeavyBid for estimating JOC projects, a software that allows us to quickly develop estimates for each project order. Additionally, our JOC team is well versed in unit pricing and cost book-type JOC (example - Gordian's Construction Task Catalogue (CTC)) estimating and contracting given our ongoing JOC programs with ADOT/Gordian Statewide JOC contract and other similar JOC programs. Through the pre-construction phase, our estimating staff will prepare a detailed, line-item based estimate so the City has transparency into each component of the work. Fann's estimating department is set up to quickly respond and execute JOC task orders, led by Jason Fann, who will oversee the management of the City's estimates for this JOC.

Fann's estimating team also has experience using the eGordian web-based program for estimating JOC projects using the Construction Task Catalogue (CTC), a software that allows us to quickly develop estimates with predefined unit pricing for each project order. Through the preconstruction phase, our JOC estimating staff can prepare a preliminary estimate so the City has transparency into each individual component of the work. Fann's preconstruction team, led by Jason Fann, is structured to respond quickly to JOC requests and execute JOC task orders on an accelerated basis.

In addition, Fann uses a heavy construction cost accounting system, Viewpoint, which provides detailed records of all labor, burden, equipment, material and subcontractor expenses. This information is used to provide weekly and monthly cost reports that are used to track current cost information, task productivity, and forecasts items to complete. Our reports are broken down by detailed tasks, which provide detailed reporting to our management and field teams at any point to compare actual cost to the budget. This is what helps Fann keep a close eye on costs accountability and any potential cost problems that may arise.

Training and Certification for Price Cost Estimating of Key Team Personnel.

Our team has many, many years of estimating experience in our everyday work as well as pointed task-order scoping and estimating under various JOC programs. Gordian who administers the Statewide JOC and Yavapai College JOC owns RS Means. If you aren't familiar with RS Means, it is the industry-leading construction cost data system typically used by owners and engineers. Gordian's cost data system integrates with their JOC pricing under their Construction Task Catalogue (CTC). Our key team members are trained, certified, and

very familiar with Gordian's Construction Task Catalogue (CTC) and their ezIQC Contractor Onboarding & Training Certification. Since the City of Prescott JOC program will use standard pricing methods, this will likely fall under typical scoping, quantifying, and pricing methods using our HCSS estimating software. Our team uses HCSS almost every day and are very experienced with preparing and presenting detailed estimates.

Jason Fann

- Gordian - Construction Task Catalogue (CTC) Training/Certification
- Gordian - ezIQC Contractor Onboarding & Training Certification
- HCSS HeavyBid Training, HCSS HeavyJob Training

Brian Fuller

- Gordian - Construction Task Catalogue (CTC) Training/Certification
- Gordian - ezIQC Contractor Onboarding & Training Certification
- HCSS HeavyJob Training

Derek Kack

- Gordian - Construction Task Catalogue (CTC) Training/Certification
- Gordian - ezIQC Contractor Onboarding & Training Certification
- HCSS HeavyBid Online Program Training, HCSS HeavyJob Training

Actual Project Experience with Cost Estimating Utilization on Job Order Pricing.

Various JOC programs differ on what pricing method will be used - Job-By-Job Estimates, IDIQ Pre-Defined Unit Pricing, Gordian CTC (specific to Gordian-partnered JOC's), and Negotiated. Our JOC Key Team Members have actual project experience in all of these pricing formats on the wide variety of JOC projects referenced herein. In fact, Jason, Derek, and Brian have scoped and priced most of the Fann's JOC work and looks forward to the opportunity to offer detailed estimates for the City of Prescott for their upcoming JOC work!





COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **Airport**

AGENDA ITEM: Approval of Items Related to Runway 3R-21L Rehabilitation Project at Prescott Regional Airport as Follows: 1) City Contract No. 2023-060 with Maxwell Asphalt, Inc. for Rubber Removal, Crack Seal, Seal Coat and Pavement Markings in an Amount not to Exceed \$438,341.75 and 2) Approval of Night Work. Funding is Available in the General Fund.

ITEM SUMMARY

Approval of Items Related to Runway 3R-21L Rehabilitation Project at Prescott Regional Airport as Follows: 1) City Contract No. 2023-060 with Maxwell Asphalt, Inc. for Rubber Removal, Crack Seal, Seal Coat and Pavement Markings in an Amount not to Exceed \$438,341.75 and 2) Approval of Night Work. Funding is coming from the General Fund for this project.

BACKGROUND

Prescott Regional Airport's paved surfaces require routine maintenance to maintain their functionality and to comply with Federal Aviation Administration grant requirements relating to assuring proper on-going airfield maintenance.

This project is included within the Airport's pavement preservation program efforts for FY23 and includes rubber (aircraft tire build-up) removal, crack seal, seal coat, and refreshed markings/painting on the Commercial Service Runway (3R-21L). Some of this work may occur at night.

The successful bid of \$438,341.75 by Maxwell Asphalt was below the engineer's estimate of \$549,051.00.

FINANCIAL IMPACT

Total project cost the for Runway 3R-21L rehabilitation project is \$438,341.75. Funding is coming from the General Fund for this project.

Recommended Action: 1) MOVE to approve City Contract No. 2023-060; and 2) MOVE to approve night work

ATTACHMENTS

1. [Bid_Submittal_Maxwell.pdf](#)

Bidding Schedule

FY23 Runway '3R-21L' Rehabilitation						
Prescott Regional Airport						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
Base Bid						
1	C-105	Mobilization	1	LS	\$30,000 ⁰⁰	\$30,000 ⁰⁰
2	GTP-60	Airfield Safety and Security	1	LS	\$5,000 ⁰⁰	\$5,000 ⁰⁰
3	MAG 317	Mill AC (Full Depth ±4-Inch)	17	SY	\$300 ⁰⁰	\$5,100 ⁰⁰
4	MAG 321	AC Surface Course (4-Inch Depth)	17	SY	\$300 ⁰⁰	\$5,100 ⁰⁰
5	P-101	Remove Rubber (ADEQ-Approved Method or Water-Blast)	12,241	SY	\$1.75	\$21,421.75
6	P-605	Crack Seal (1/8-Inch to 2-Inch) (ASTM D6690)	1,070	LF	\$6.25	\$6,687.50
7	P-608-R	Rapid Cure Seal Coat (Sealer - 0.10 gal/sq.yd; Aggregate - 0.40 lb/sq.yd)	98,280	SY	\$1.60	\$157,248 ⁰⁰
8	P-620	Black Pavement Markings	34,240	SF	.95	\$32,528 ⁰⁰
9	P-620	Yellow Pavement Markings	6,560	SF	.95	\$6,232 ⁰⁰
10	P-620	White Pavement Markings	111,850	SF	.95	\$106,257.50
Base Bid Subtotal					\$	
Additive Alternate						
11	GTP-60	Airfield Safety and Security (Add Alt Only)	1	LS	\$1,000 ⁰⁰	\$1,000 ⁰⁰
12	P-101	Remove Rubber (ADEQ-Approved Method or Water-Blast)	2,094	SY	\$1.60	\$3,350.40
13	P-608-R	Rapid Cure Seal Coat (Sealer - 0.10 gal/sq.yd; Aggregate - 0.40 lb/sq.yd)	35,404	SY	\$1.65	\$58,416.60
Additive Alternate Subtotal					\$	
Total Base Bid and Additive Alternate Amount			\$ 438,341.75			

TOTAL BID AMOUNT:

Four hundred and thirty-eight thousand three hundred and ⁷⁵/₁₀₀ Dollars
(In Written Words)

Maxwell Asphalt, Inc.

Company Name

Signature of Company Official

Date Signed

9/7/22

Title

Contracts Admin.

Subcontractors List
Runway '3R-21L' Rehabilitation

Subcontractor Information	Bid Item(s)	Subcontract Amount	% Of Total Bid
Name: <u>SURFACE PREP.</u> Address: <u>4430 BENNIE LANE</u> <u>RENO, NV. 89512</u> Phone #: <u>775-823-7882</u> License #: <u>AZ. DBE CERTIFIED</u>	<u>1 Rubber</u> <u>REMOVAL</u>	<u>\$ 25,000⁰⁰</u>	<u>5.7%</u>
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	\$ <u>25,000⁰⁰</u>	<u>5.7</u> %	

**Use additional forms if needed*

Proposal

Date: 9/7/22

Proposal of Maxwell Asphalt, Inc.

(Name)

Corporation organized and existing under the laws of the State of Arizona; a partnership consisting of _____ or an individual trading as _____

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF PRESCOTT
PRESCOTT, ARIZONA

Ladies and Gentlemen:

The Undersigned hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation, and services for completion of the ** Project, in strict conformity with the plans and specifications, at the total base bid price of:

Four-hundred and thirty-eight thousand three-hundred and forty-one and 75/100 Dollars
(\$ 438,341.75).

The Undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

The Proposal Guarantee (Certified Check, Cashier's Check, or Bid Bond) attached, payable to the City of Prescott in the sum of not less than ten percent (10%) of the total bid price submitted for the complete project, to ensure that the Undersigned, if his bid is accepted, shall enter into contract and give the bonds and certificates of insurance required. In the event that the contract and bonds and certificates of insurance required are not furnished to the City within the time required, then and in that event the City may retain from the proposal guarantee an amount, not to exceed the amount of the proposal guarantee, representing the difference between the amount specified in the proposal or bid, and such larger amount that the City in good faith contracts with another party to perform the work covered by the proposal or bid.

The project shall be completed within two (2) calendar days after the starting date set forth in the NOTICE TO PROCEED.

The Undersigned hereby declares, as bidder, that the only persons or parties interested in this PROPOSAL as principals are those named herein; that no elected official or employee of the City is in any manner interested directly or indirectly in this PROPOSAL or in the profits to be derived from the contract proposed to be taken, other than as permitted by law; that this bid is made without

any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the NOTICE INVITING BIDS, CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS, and agrees to furnish the items and perform the work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated herein, and that he will accept in full payment therefore the total bid price named in this Proposal.

The bidder shall be an A-General Engineering contractor properly licensed in the State of Arizona at the time of bidding to perform construction in connection with fixed works, including streets, roads, power and utilities plants, dams, hydroelectric plants, sewage and waste disposal plants, bridges, tunnels, and overpasses and shall also be licensed to perform work within residential and commercial property lines, or shall be properly licensed to sub-contract residential or commercial work, as may be required in the Scope of Work.

Any bid submitted without the proper contracting license to perform the required work shall be considered non-responsive and rejected.

The bidder further agrees that, upon receipt of written notice of the acceptance of this PROPOSAL, he will execute the Contract in accordance with the PROPOSAL as accepted and furnish the required bonds TEN (10) days from the date of mailing of said Notice of Award to him at his address as given below, or within such additional time as may be allowed by the City; and that upon his failure or refusal to do so within said time, then the certified or cashier's check or bid bond accompanying this bid shall be cashed or enforced and the money payable pursuant thereto shall be forfeited to and become the property of the City as liquidated damages for such failure or refusal; provided that if said bidder shall execute the Contract and furnish the required bonds within the aforesaid time, his certified or cashier's check, if furnished, shall be returned to him within three (3) days thereafter, and the bid bond, if furnished, shall become void.

Bidder understands and agrees that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following Addenda: _____

The undersigned is the holder of Arizona State Contractor's License No(s). and Classification(s):

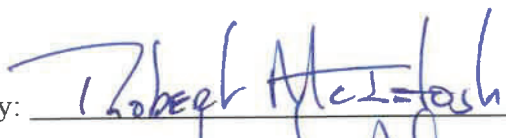
TRC-337635 A-15

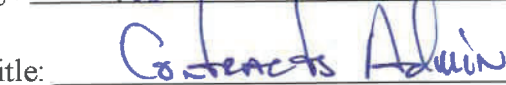
Respectfully submitted,



Bidder (Authorized Signature)

Corporate Seal

By: 

Title: 

Contracts Admin.

Bidder's Contact Information:

Physical Address: _____

Mailing Address: 650 South DeLong St., S.L.C., UT. 84104

Telephone No: 801-972-2097

Fax No: _____

Email Address: rob@maxwellasphalt.com

Names and addresses of all members of the firm or names and titles of all officers of the corporation:

STEVE MAXWELL - Bountiful, Utah

DALE MAXWELL - Huntsville, Utah

Proposed Staging Locations

Project Name: Runway '3R-21L' Rehabilitation

Bid Date: September 8, 2022

Contractor Name:

Maxwell Asphalt, Inc.

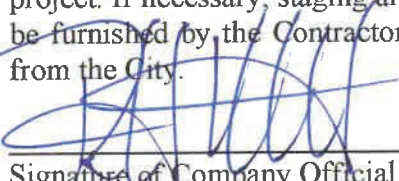
Proposed Location No. 1	
General Description:	Parcel No:
	Physical Address:
Legal Owner:	Zoning District:

Proposed Location No. 2	
General Description:	Parcel No:
	Physical Address:
Legal Owner:	Zoning District:

**A map of each location may be attached to this form*

If **no** staging areas are proposed, please check here and sign below: ☒ No Areas Proposed

By signing below, I ("Contractor") certify that no staging areas are required for the above-named project. If necessary, staging area(s) are later determined, I understand that any associated costs shall be furnished by the Contractor and will be considered incidental without additional compensation from the City.


Signature of Company Official

9/7/22
Date Signed

Bidder's Affidavit

Runway '3R-21L' Rehabilitation

State of Nevada)

County of Clark) ss.

Robert McIntosh, being first duly sworn, deposes and says:

That he/she is Contracts Admin. of Maxwell Asphalt, Inc.
(Title) (Bidder)

who submits herewith to the City of Prescott, Arizona, a Proposal:

That all statements of fact in such Proposal are true

That said Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation

That said bidder has not, directly, or indirectly by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interest of the City of Prescott, Arizona, or of any bidder or anyone else interested in the proposed contract; and further.

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else
4. Did not, directly or indirectly, submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except the City of Prescott, Arizona, or to any person or persons who have a partnership or other financial interests with said bidder in his business

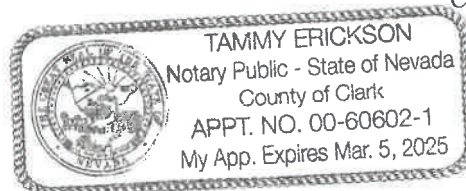
By [Signature]

SUBSCRIBED AND SWORN to before me by Robert McIntosh

this 7 day of September, 2022

[Signature]
Notary Public

3-5-25
Commission Expires



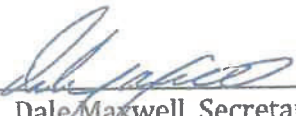
Maxwell Asphalt, Inc

Corporate Certification

I, Dale Maxwell, certify that I am the Secretary of Maxwell Asphalt, Inc organized under the laws of the State of Utah that Steven Maxwell who signed this power of attorney on behalf of the donor, is the President of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the 23rd day of July, 2010 now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

I further certify that the said Power of Attorney has not been rescinded and is at the date of this certificate in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of Salt Lake this 31st day of August 2015.



Dale Maxwell, Secretary

Maxwell Asphalt, Inc

Minutes of Special Meeting of the Board:

Minutes of a special meeting of the Board held at the office of the Corporation at 650 S Delong St, Salt Lake City and State of Utah on the 23 day of July 2010 at 10:00 o'clock in the morning.

The President called the meeting to order and directed the Secretary to call the roll of the Directors.

The following Directors answered present:

Dale Maxwell, Director

Steven Maxwell, Director

The President, Steven Maxwell then stated that this meeting was called especially at the request of Dale Maxwell, Director to consider the following Business:

As Maxwell Asphalt is in the business to bid for work it is requested that Maxwell Asphalt, Inc give authority to Robert McIntosh, estimator for Maxwell Asphalt, Inc to represent Maxwell Asphalt, Inc, and to transact all required business to bid projects in the name of and under the license of Maxwell Asphalt, Inc. To give Robert McIntosh authority to complete, sign and submit all required documents to submit such bids.

The Secretary, Dale Maxwell then read the notice of meeting and stated that the same was sent to each and every director in accordance with the By-Laws.

On motion duly made and carried, the notice was ordered spread upon the minutes.

The following business was thereupon taken up and transacted:

Robert McIntosh, estimator for Maxwell Asphalt, Inc shall be given authority to represent Maxwell Asphalt, Inc, and to transact all required business to bid projects in the name of Maxwell Asphalt, Inc and under the license of Maxwell Asphalt, Inc. Robert McIntosh shall be given authority to complete, sign and submit all documents required to submit such bids.

There being no further business the meeting was adjourned.

Dated the 23 day of July, 2010


Dale Maxwell, Secretary



Bidding Power of Attorney

Know all men by these presents: That Maxwell Asphalt, Inc doing business as a Corporation under the laws of the State of Utah having a principal place of business at 650 S Delong St, Salt Lake City, Utah 84104, hereby constitutes and appoints Robert McIntosh to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States either in writing, electronically, or by other authorized means, to:

Endorse or sign documents required in connection with the bidding and or securing bids for said grantor;

Perform any act on condition, which may be required in connection with such bids;

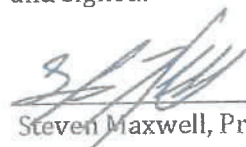
Sign or swear to any document and to perform any act that may be necessary in connection with the preparation and submittal of such bids;

Giving to said agent the attorney full power and authority to do whatever is necessary to be done as fully as said grantor could do if present and acting, hereby confirming all that the said agent and attorney shall lawfully do by virtue of these presents'

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee.

Appointment as Estimator: Grantor authorizes the above grantee to act as lawful agent and sign or endorse documents pertaining to the bidding for work for the Grantor.

IN WITNESS WHEREOF, the said Maxwell Asphalt, Inc caused these presents to be sealed and signed:



Steven Maxwell, President of Maxwell Asphalt, Inc

July 23, 2010

Date

Witness:  _____

Title: Manager, Maxwell Asphalt, Inc

Maxwell Asphalt 2021 Statement of Qualifications

Project Name & Location	Total Sale	Owner
2021		
Grand Junction, CO. Airport	\$ 911,704.00	City of Grand Junction
Camarrillo, CA. Airport	\$ 51,174.00	City of Camarrillo
Heber, UT. Airport	\$ 19,477.00	City of Heber
Round Valley, CA. Airport	\$ 153,198.00	County of Mendocino
Montrose, CO. Airport	\$ 36,174.00	City of Montrose
Castle, CA. Airport	\$ 1,620,000.00	City of Merced
Erie, CO. Airport	\$ 203,787.00	Town of Erie
Colfax County, NM. Airport	\$ 308,675.00	Colfax County
Sterling, CO. Airport	\$ 213,289.00	City of Sterling
Fallon NAS Spring Work	\$ 312,500.00	US Navy
Fallon NAS Fall Work	\$ 256,700.00	US Navy
Dutch John, UT. Airport	\$ 262,042.00	City of Dutch John
Lordsburg, NM. Airport	\$ 247,000.00	City of Lordsburg
Navajo Lake, NM. Airport	\$ 94,000.00	New Mexico Dept Aviation
Vernal, UT. Airport	\$ 163,108.00	City of Vernal
Guernsey Friction Test	\$ 8,000.00	USAF
Logan, UT. Airport	\$ 211,845.00	City of Logan
Midland, TX. Airport	\$ 696,000.00	City of Midland
Nephi, UT. Airport	\$ 267,350.00	City of Nephi
Satanta, KS. Airport	\$ 91,800.00	City of Satanta
Truth or Consequences, NM.	\$ 273,697.00	City of T or C
TOTAL	\$ 6,401,530.00	

Maxwell Asphalt 2020 Statement of Qualifications

Project Name & Location	Total Sale	Owner
<u>2020</u>		
Deer Lodge, MT. Airport	\$ 152,377.00	City of Deer Lodge
Bowman Field, MT. Airport	\$ 187,089.00	Anaconda County
Dona Ana County, NM. Airport	\$ 379,752.00	Dona Ana County
Lampson Field, CA. Airport	\$ 60,000.00	County of Lake
Walla Walla, WA. Airport	\$ 349,625.00	Port of Walla Walla
Carbon County, UT. Airport	\$ 322,500.00	Carbon County
La Porte, TX. Airport	\$ 2,737,412.00	City of LaPorte
Heber Valley, UT. Airport	\$ 194,487.00	City of Heber
Hot Springs, WY. Airport	\$ 154,975.90	Hot Springs County
Ely, NV. Airport	\$ 65,000.00	White Pine County
Stockton, CA. Airport	\$ 989,522.00	San Joaquin County
Elko, NV. Airport	\$ 200,000.00	City of Elko
Camarillo, CA. Airport	\$ 213,351.00	City of Camarillo
Fallon AFB Spring & Fall	\$ 602,900.00	US Navy
Fallon Additional	\$ 349,590.00	US Navy
Midland, TX. Airport	\$ 440,175.00	City of Midland

Round Valley, CA. Airport	\$	625,405.00	County of Mendocino
Midland, TX. Airport	\$	1,275,240.00	City of Midland
Bear Lake, ID. Airport	\$	22,927.00	Bear Lake County
Cortez, CO. Airport	\$	369,500.00	City of Cortez
Montrose, CO. Airport	\$	524,587.00	City of Montrose
Fallon Fall Additional	\$	79,372.00	US Navy
TOTAL -		\$ 10,295,786.90	



List of Available Equipment

2	Cab over truck mounted paint strippers
5	Scarifiers
1	Smith Model X3 Wet or Dry Blaster Power Eraser
1	Peterbuilt Distributer Truck with Custom Sand Applicator
1	Maximizer Distributer Truck with Custom Sand Applicators
1	NAC-Dynamic Friction Tester
6	Line driver strippers
1	Thermal Marking AutoIR-G4 heater
1	Turbine Blower and misc blowers
2	Bear Cat Tar Kettles
4	Crack Seal Routers
2	Atlas Copco Air Compressor
1	Freightliner Sweeper Truck
2	2015 Dodge 3500 Flatbed Utility Trucks
1	2015 Dodge 5500 Flatbed Utility Truck
1	2017 Dodge 5500 Flatbed Utility Truck
1	Toolcat
1	Kenworth Flatbed
1	2014 CAT Skidster
1	5519 Genie Forklift
1	Stripe Hog LaFrance Condor Water Blasting Truck
1	International Roll Off Truck
2	Bergkamp M210's
1	Pneumatic roller



MAXWELL ASPHALT

P.O. Box 585
Bountiful, UT 84011
Phone 801-972-2097
Fax 801-416-1872

KEY PERSONNEL EXPERIENCE

Dale Maxwell is one of the owners and Secretary of Maxwell Asphalt, Inc. His 35 plus years of experience in asphalt maintenance includes estimating, developing new processes, crack seal, joint seal, patching and paving, various pavement friction testing, paint and rubber removal, thermo marking application and striping - specializing in FAA requirements sealants, and layout of airport markings. He is an experienced CDL driver and equipment operator. He supervises the contracts and bid process and specializes in scheduling company crews to complete various concurrent projects.

Steve Maxwell is one of the owners and President of Maxwell Asphalt, Inc. His 32 plus years of experience in asphalt maintenance includes estimating, developing new processes and specialized equipment, crack seal, joint seal, patching and paving, various pavement sealants, friction testing, paint and rubber removal, thermo marking application and striping - specializing in FAA requirements and layout of airport markings. He is also an experienced CDL driver and equipment operator. He oversees all projects and specializes in organizing crews, working with onsite supervisors and ordering and delivering materials for each specific project.

Stuart Nunn has 25 plus years experience in construction. He is a licensed general contractor and trained as an electrical engineer. Since 2011 Stuart has overseen all airport markings for Maxwell Asphalt. He specializes in FAA requirements and the layout of airport markings. He assures that the detailed striping for the project meets specification requirements and expectations of the owner and resident onsite engineer of all projects.

Mark Carlson is our driver for the Peterbuilt /Bearcat Distributer Truck and has over 18 years of experience driving distributer trucks and applying seal coat materials. His main responsibility for Maxwell Asphalt is overseeing all seal coat applications. He is a seasoned licensed CDL driver and works with project owners and onsite engineer representatives to ensure that the application of seal coat materials meets all specified requirements.

~~Clint Peterson is a licensed contractor with over 15 years experience and has been a project supervisor for Maxwell Asphalt, Inc for 13 years. He has experience in all facets of asphalt maintenance. He works with onsite engineers and sub contractors to ensure that all materials and construction methods meet the stringent FAA requirements and that airport closures are kept to a minimum.~~

Spencer May is a driver for our Peterbuilt/Bearcat Distributer Truck and has over 5 years experience. He is also our operator for the NAC Dynamic Friction Tester. He is experienced in assisting airport personnel and engineers in determining the friction values to meet contract specifications.



Document A310™ - 2010

CONTRACTOR:
(Name, legal status and address)
Maxwell Asphalt, Inc.
P.O. Box 585
Bountiful, UT 84011

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:
(Name, legal status and address)
City of Prescott
201 South Cortez Street
Prescott, AZ 86303

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Amount Bid (10%)

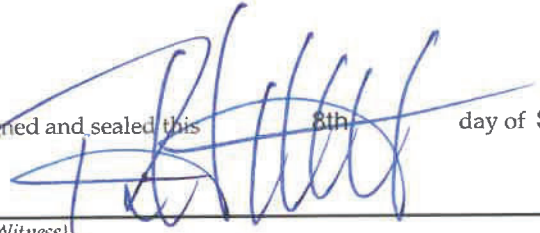
PROJECT:
(Name, location or address and project number, if any)
Prescott Municipal Airport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

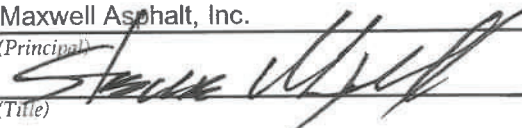
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of September, 2022


(Witness)

Maxwell Asphalt, Inc.

(Principal)  (Seal)

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Title)

Alan W. Lord Attorney-in-Fact



Init.

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061110

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Hilary Baillargeon, S. Christopher Clark, Samuel W. Clark Jr., Alan Lord, Doris Martin, Michael Murphy, Douglas S. Roskelley**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

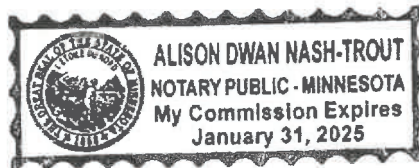
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of September, 2022



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **10-11-22**

DEPARTMENT: **Community Development**

AGENDA ITEM: Approval of PLN21-007, Preliminary Plat of South Ranch at Deep Well Subdivision, Units 1, 2 & 3. Zoning: Special Planned Communities (SPC). Property Owner: James Deep Well Ranches #1, LLC. Location: APN 102-05-036A.

ITEM SUMMARY

This is the proposed Preliminary Plat for South Ranch at Deep Well Subdivision, Units 1, 2 & 3. This property is within the Deep Well Ranch Master Plan but is subject to the subdivision design and approval processes of the LDC.

The proposed Preliminary Plat comprises 359 lots on approximately 87.3 acres. The design incorporates 26.4 acres of open space. The density is 4 units per acre. The Master Plan Land Use Group (LUG) designations are E - Estate, V - Village, and OS - Open Space. The lot sizes comply with the minimum requirements of LUG V.

BACKGROUND

This proposed preliminary plat came before the Planning and Zoning Commission June 9, 2022. At that meeting a number of questions and concerns were raised by staff about impacts of this development near the airport. The Commission chose to defer action on the preliminary plat until those concerns could be addressed. As a result of discussions with the applicant, a series of stipulations were agreed between the City and the applicant that resolve the concerns of the Airport adequately for this project to proceed.

Background

The proposed Plat is in the southern portion of Deep Well Ranch. The plat lies south of a future extension of James Lane and takes access from a future extension of Jenna Lane. The construction permit for Jenna Lane is currently in review by City staff. The road and associated infrastructure will need to be completed prior to the extension of neighborhood roads and infrastructure into the three units of this plat.

The subdivision is of a typical design with internal roads and infrastructure branching off from Jenna Lane and connecting the various Units. There are two points of access to Jenna Lane from the units on each side of Jenna Lane (Units 1 and 3 are to the west of Jenna Lane and Unit 2 is to the east). This meets Fire Department and general circulation requirements.

Lot sizes vary from approximately 4,000 square feet to approximately 10,000 square feet in area. Factoring in the open space and street rights of way, this accounts for the density of 4 units per acre, as noted above. This places the plat in the Low - Medium density range definition of the General Plan.

The subdivision is in proximity to the airport and is subject to a number of additional requirements for review by City staff and the FAA. The subdivider is aware of the requirements and is in process of obtaining the necessary review results from the FAA. The City may impose additional requirements affecting structure heights and tree species choices for landscaping (considering maximum mature growth heights) at the time of building permit review.

Planning Commission Action

The Commission discussed the Plat layout, questioned if the proposed AVO has any effect at this time and asked about the concerns previously raised by the Airport Director regarding the proximity of the proposed subdivision to the airport. Planning staff addressed the subdivision layout. The City Attorney responded about the AVO. The stipulation agreement to comply with FAA requirements at the appropriate development stages was noted by planning staff. After discussions the Commission voted 6-0 in favor of the proposed preliminary plat.

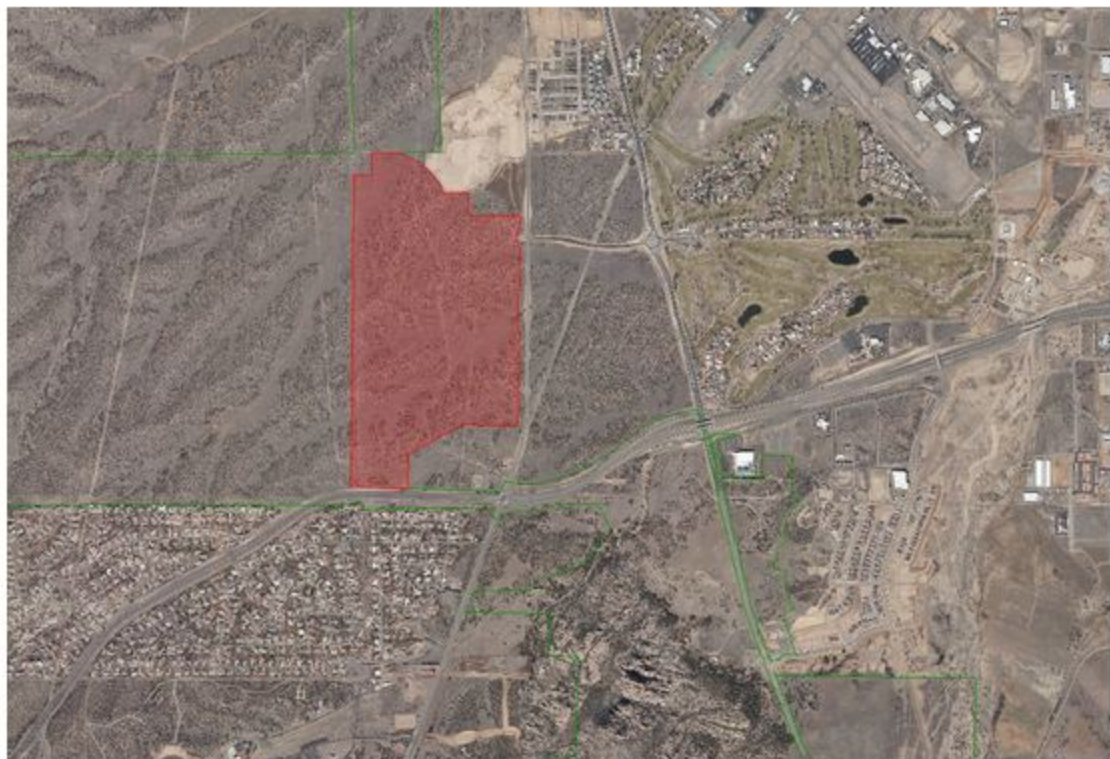
FINANCIAL IMPACT

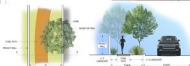
None directly.

Recommended Action: MOVE to approve PLN21-007
--

ATTACHMENTS

- 1.1. [Aerial Vicinity.JPG](#)
- 2.2. [Zoning Vicinity.JPG](#)
- 3.3. [PLN21-007_COLORIZEDSITEPLANGRAPHICFORPZ.jpg](#)
- 4.4. [South Ranch 1 Units 1, 2, 3 Preliminary Plat.pdf](#)





PRELIMINARY PLAT
FOR
SOUTH RANCH 1 - UNITS 1, 2, & 3

SITUATED IN A PORTION OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 2 WEST, OF
THE GILA AND SALT RIVER MERIDIAN,
YAVAPAI COUNTY, ARIZONA.

ZONING

CURRENT ZONING: SPECIAL PLANNED COMMUNITY
(SPC) DISTRICT.

PROJECT DESCRIPTION

A RESIDENTIAL DEVELOPMENT OF APPROXIMATELY 87
ACRES CONSISTING OF UNITS 1, 2, & 3 OF SOUTH
RANCH FOR A TOTAL OF 359 RESIDENTIAL UNITS.

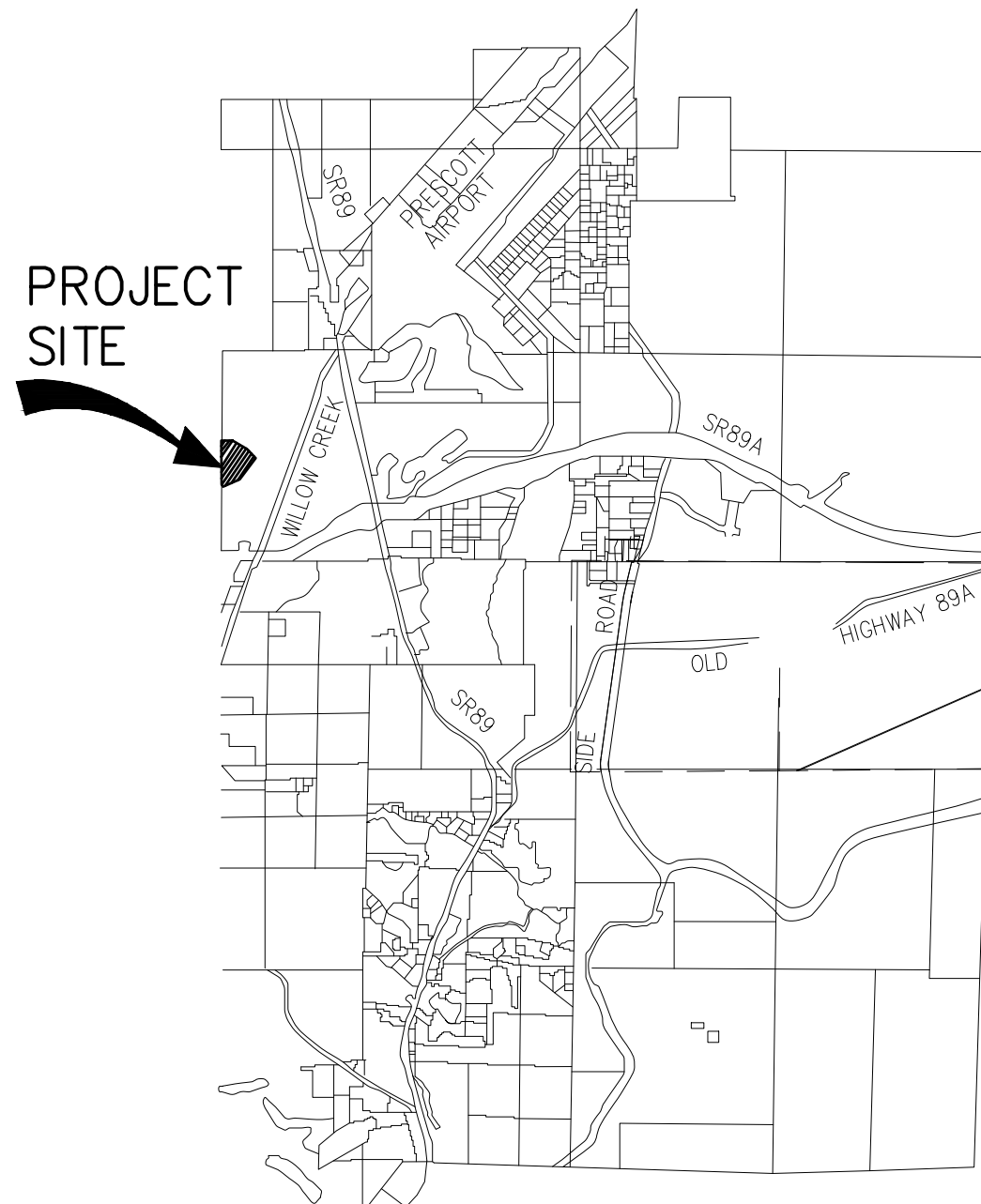
FLOODPLAIN

THE YAVAPAI COUNTY, ARIZONA AND INCORPORATED
AREAS FLOOD INSURANCE RATE MAP (FIRM) MAP
NUMBER 04025C1690G, DATED SEPTEMBER 3, 2010
INDICATES THAT THE SITE FALLS WITHIN ZONE "X"
(SHADED), REFER TO EXHIBIT FIGURE 2 – FIRM MAP
FOR SITE LOCATION AND FIRM MAP INFORMATION.
ZONE "X" (SHADED) IS DEFINED BY FEMA AND PER
THE FIRM PANEL.

AS FOLLOWS:
AREAS DETERMINED TO BE OUTSIDE OF THE 0.2%
ANNUAL CHANCE FLOODPLAIN.

APN 800-20-03 3J
UNSUBDIVIDED
STATE OF
ARIZONA

APN 102-05-03 6A
UNSUBDIVIDED
JAMES DEEP WELL
RANCHES
#1 LLC
PO BOX 10245
PRESCOTT, AZ 86304



VICINITY MAP
NTS

OWNER/DEVELOPER

ASH-DORN LLC
600 W. GURLEY ST., SUITE 100
PRESCOTT, AZ 86305
TEL (623) 640-8960
CONTACT: DUANE HUNN
EMAIL: DHUNN@DORNHOMES.COM

ENGINEER

HUITT-ZOLLARS, INC.
6737 CORSAIR AVE
PRESCOTT, AZ 86301
TEL (602) 252-8384
FAX (602) 252-8385
CONTACT: RYAN RAAB
EMAIL: RRAAB@HUITT-ZOLLARS.COM

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - OVERALL BOUNDARY
SHEET 3-5 - STREET SECTIONS, DETAILS, & TABLES
SHEET 6-16 - PRELIMINARY PLAT SHEETS

UTILITIES

WATER - CITY OF PRESCOTT
SEWER - CITY OF PRESCOTT
ELECTRIC - ARIZONA PUBLIC SERVICE (APS)
COMMUNICATIONS - CENTURYLINK
REFUSE COLLECTION - CITY OF PRESCOTT
POLICE - CITY OF PRESCOTT POLICE DEPT.
FIRE - CITY OF PRESCOTT FIRE DEPT.
TELEPHONE - QWEST COMMUNICATIONS
CABLE TV - CABLEONE

BENCHMARK

CITY OF PRESCOTT 3.5" ALUMINUM CAP ON 2.5" ALUMINUM PIPE
STAMPED "AZTEC 2006 RLS 42014".

ELEVATION: 5121.05
N: 624982.6911
E: 610184.9197

BASIS OF BEARING

NORTH 01°32'56" WEST MEASURED BETWEEN THE SOUTH EAST
CORNER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 2 WEST AND
THE EAST 1/4 OF SECTION 26, AS RECORDED IN
INSTRUMENT#2016-0042382 ON FILE AT THE YAVAPAI COUNTY
RECORDERS OFFICE, YAVAPAI COUNTY, ARIZONA. BEARINGS ARE
BASED ON THE CITY OF PRESCOTT COORDINATE SYSTEM AS
PUBLISHED ON THE CITY OF PRESCOTT WEBSITE.

dorn
HOMES



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ADVANCED DESIGN™

REVISIONS:

SOUTH RANCH 1 - UNITS 1, 2, & 3

PRELIMINARY PLAT

Land Planning • Hydrology • Land Development • Civil Infrastructure • Surveying



EXPIRES 6/30/2023

DESIGNED: BM

DRAWN: JK

CHECKED: RHR PLOT DATE: 4/19/22

SHEET 1 OF 16

PROJECT NO. R314344.02



SHEET INDEX MAP

PROJECT SUMMARY

DESCRIPTION	ACRES
UNIT 1	35.304
UNIT 2	18.405
UNIT 3	33.548
TOTAL	87.257

RESIDENTIAL PROJECT SUMMARY

PARCEL DESIGNATION	NUMBER OF LOTS	STANDARD LOT SIZE (FT)	STANDARD LOT SIZE (SF)	ZONING DESIGNATION	GROSS AREA (ACRES)	OPEN SPACE (ACRES)	R/W (ACRES)	NET RESIDENTIAL AREA (ACRES)
UNIT 1	142	47' x 110'	5,170	"SPC"	35.304	12.433	4.541	18.330
UNIT 2	96	45' x 88'	3,960	"SPC"	18.405	5.849	3.067	9.489
UNIT 3	121	58' x 120'	6,960	"SPC"	33.548	8.160	4.263	21.125
TOTAL	359	-	-	-	87.257	26.442	11.871	48.944

LEGEND	
--- RIGHT-OF-WAY LINE	HW HIGH WATER
--- EASEMENT LINE	B/C BACK OF CURB
--- CENTERLINE	B/C BACK OF CURB
--- BOUNDARY LINE	BOT BOTTOM OF BASIN ELEVATION
--- LOT LINE	CL CENTERLINE
--- B/C	ML MONUMENT LINE
● SURVEY MONUMENT	EX EXISTING
---12" W--- WATER LINE	PUE PUBLIC UTILITY EASEMENT
---12" S--- SEWER LINE	POC POINT OF CURVE
--- STORM DRAIN LINE	PKWY PARKWAY
---EX 12" W--- WATER LINE	PWMT PAVEMENT
---EX 12" S--- SEWER LINE	R RADIUS
● EXIST FIRE HYDRANT	R/W RIGHT-OF-WAY
● EXIST MANHOLE	SDE STORM DRAIN EASEMENT
● EXIST VALVE	VP VOLUME REQUIRED
● STORM DRAIN MANHOLE	VR VOLUME PROVIDED
● FIRE HYDRANT	VNAE VEHICLE NON ACCESS EASEMENT
● MANHOLE	--- SIDEWALK
● VALVE	② INDICATES SIGHT VISIBILITY EASEMENT (SVE)
===== UNIT LINE	● POWER POLES
--- PHASE LINE	① INDICATES VISIBILITY TRIANGLE EASEMENT (VTE)
--- MATCH LINE	← SEWER FLOW ARROW
--- EXIST EDGE OF PAVEMENT	
--- EXIST FENCE	

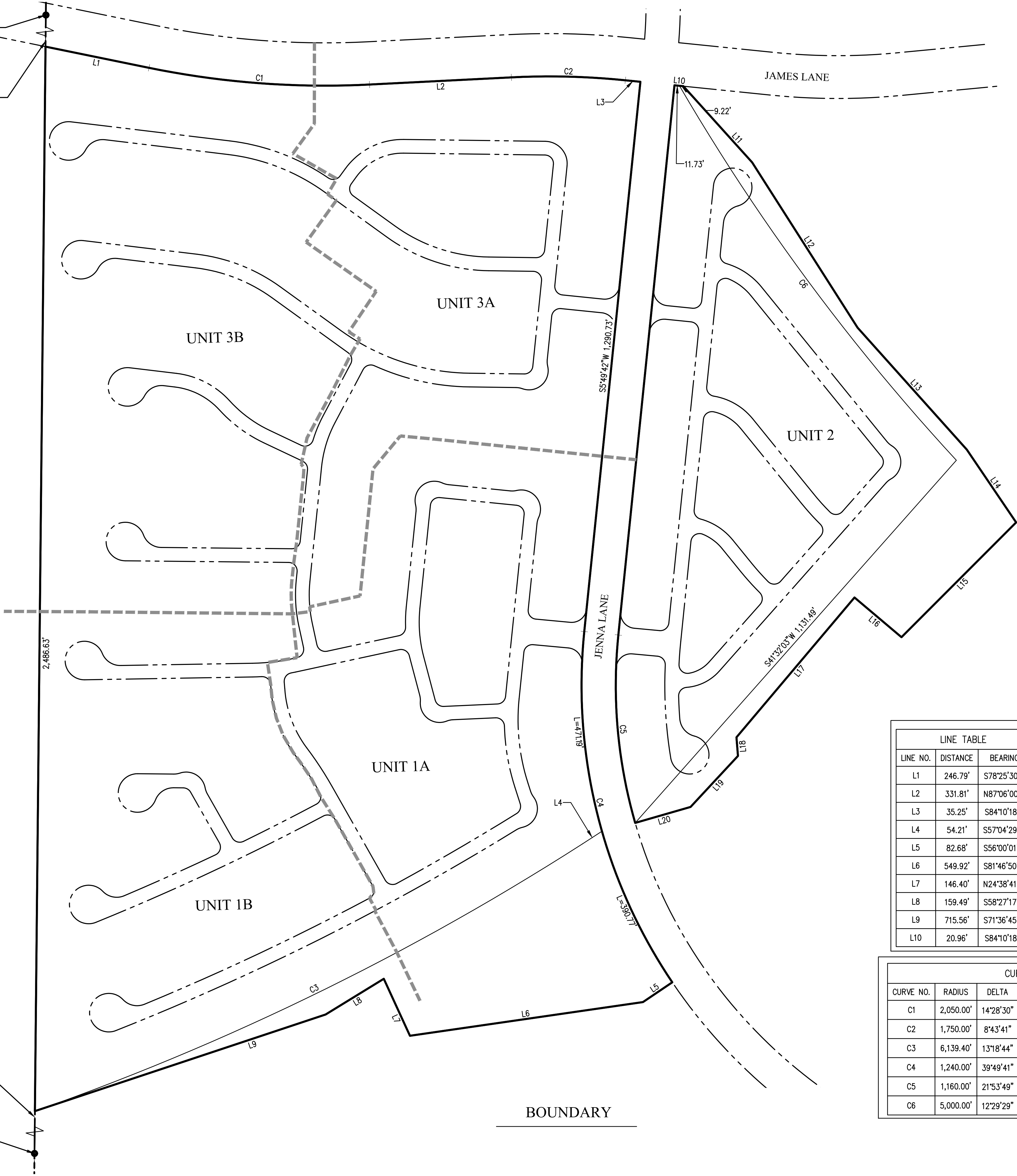
REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____

NORTHWEST CORNER OF
SECTION 35 FOUND 3.5" ALUMINUM CAP
ON 2.5" ALUMINUM PIPE
STAMPED "AZTEC 2006" RLS 42014

N0°34'16"E
1257.32'

S0°34'07"W
1604.57'

SOUTHWEST CORNER OF
SECTION 35 FOUND 2" BRASS CAP
IN CONC STAMPED "YAVAPAI COUNTY
GPS/GIS #279" RLS 13190



LINE TABLE		
LINE NO.	DISTANCE	BEARING
L1	246.79'	S78°25'30"E
L2	331.81'	N87°06'00"E
L3	35.25'	S84°10'18"E
L4	54.21'	S57°04'29"W
L5	82.68'	S56°00'01"W
L6	549.92'	S81°46'50"W
L7	146.40'	N24°38'41"W
L8	159.49'	S58°27'17"W
L9	715.56'	S71°36'45"W
L10	20.96'	S84°10'18"E

LINE TABLE		
LINE NO.	DISTANCE	BEARING
L11	239.61'	S42°04'20"E
L12	458.02'	S32°32'09"E
L13	382.63'	S41°50'23"E
L14	205.22'	S34°07'12"E
L15	378.91'	S44°57'56"W
L16	143.70'	N49°49'13"W
L17	427.40'	S40°10'47"W
L18	43.70'	S4°35'40"E
L19	162.53'	S42°53'08"W
L20	134.67'	S73°55'53"W

CURVE TABLE				
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH
C1	2,050.00'	14°28'30"	517.90'	516.53'
C2	1,750.00'	8°43'41"	266.59'	266.33'
C3	6,139.40'	13°18'44"	1,426.44'	1,423.24'
C4	1,240.00'	39°49'41"	861.96'	844.71'
C5	1,160.00'	21°53'49"	443.32'	440.63'
C6	5,000.00'	12°29'29"	1,090.09'	1,087.93'

KEY MAP

SCALE: 1"=120'

0 60 120 240

Call at least two full working days before you begin excavation.

ARIZONA

Arizona Blue Seal, Inc.

Call 8-1-1 or 1-800-STAKE-IT (752-6348) in Maricopa County: (602) 255-1100

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REVISIONS:

NO.	DATE	DESCRIPTION

SOUTH RANCH 1 - UNITS 1, 2, & 3

PRELIMINARY PLAT

Land Planning • Hydrology • Land Development • Civil Infrastructure • Surveying

DESIGNED: BM

DRAWN: JK

CHECKED: RHR

PLOT DATE: 4/19/22

SHEET 2 OF 16

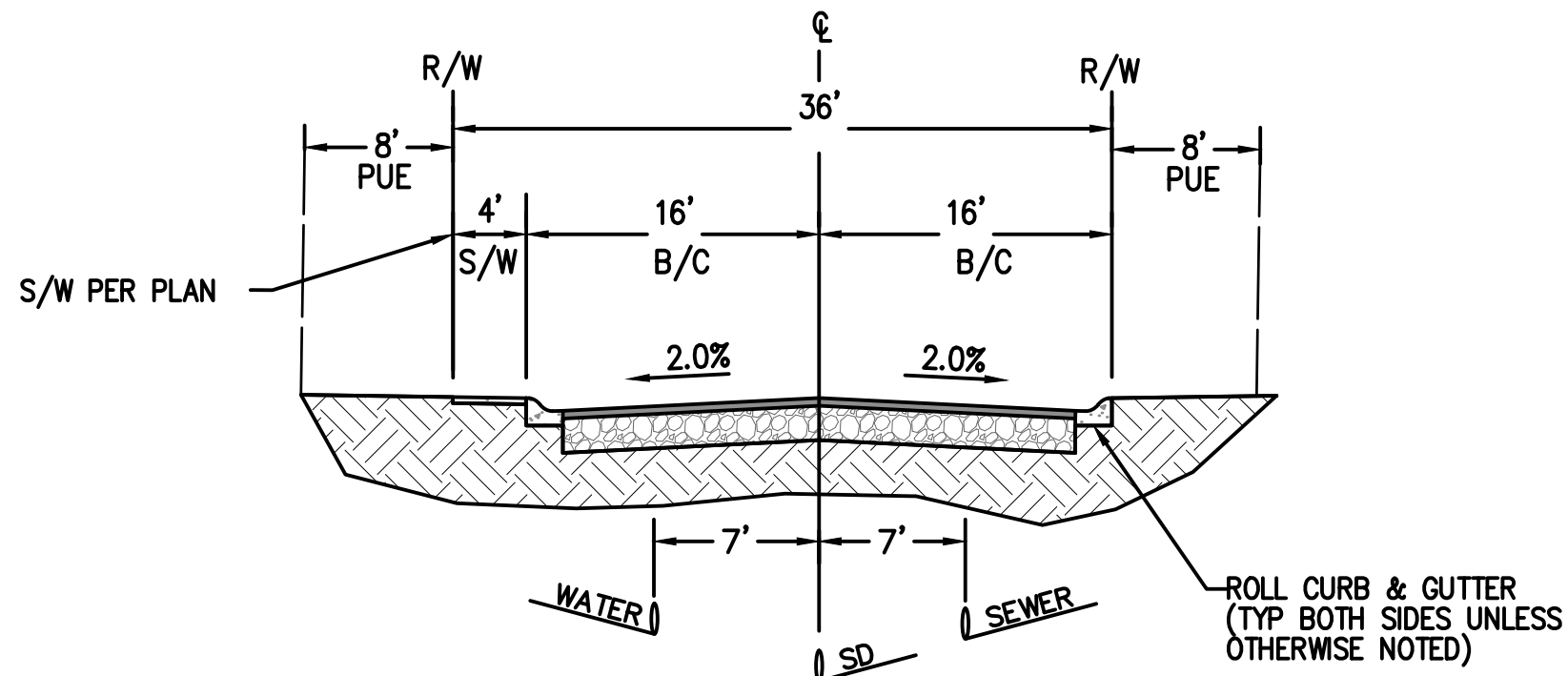
PROJECT NO. R314344.02

42768 RYAN H. RAAB

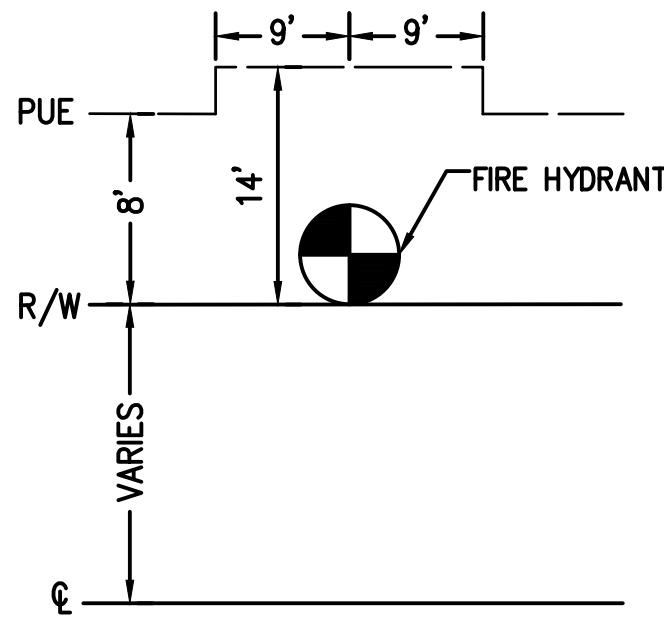
Professional Engineer

Arizona State License

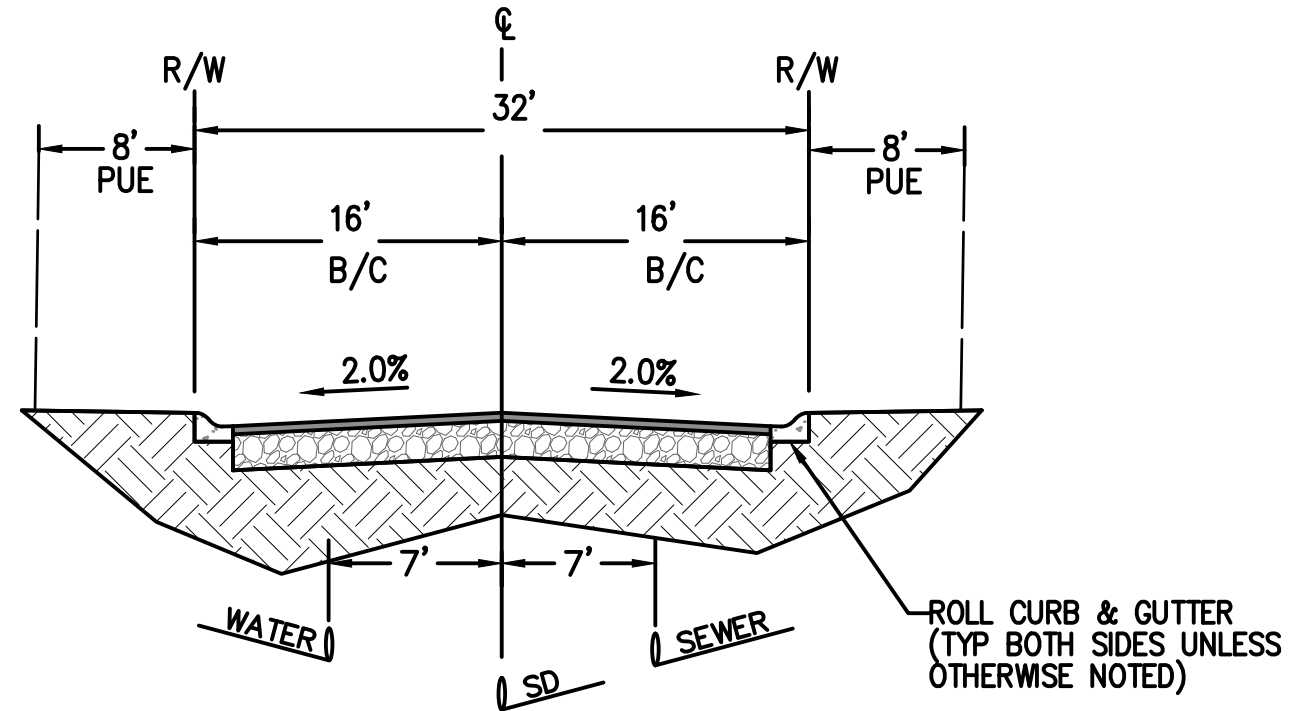
EXPIRES 6/30/2023



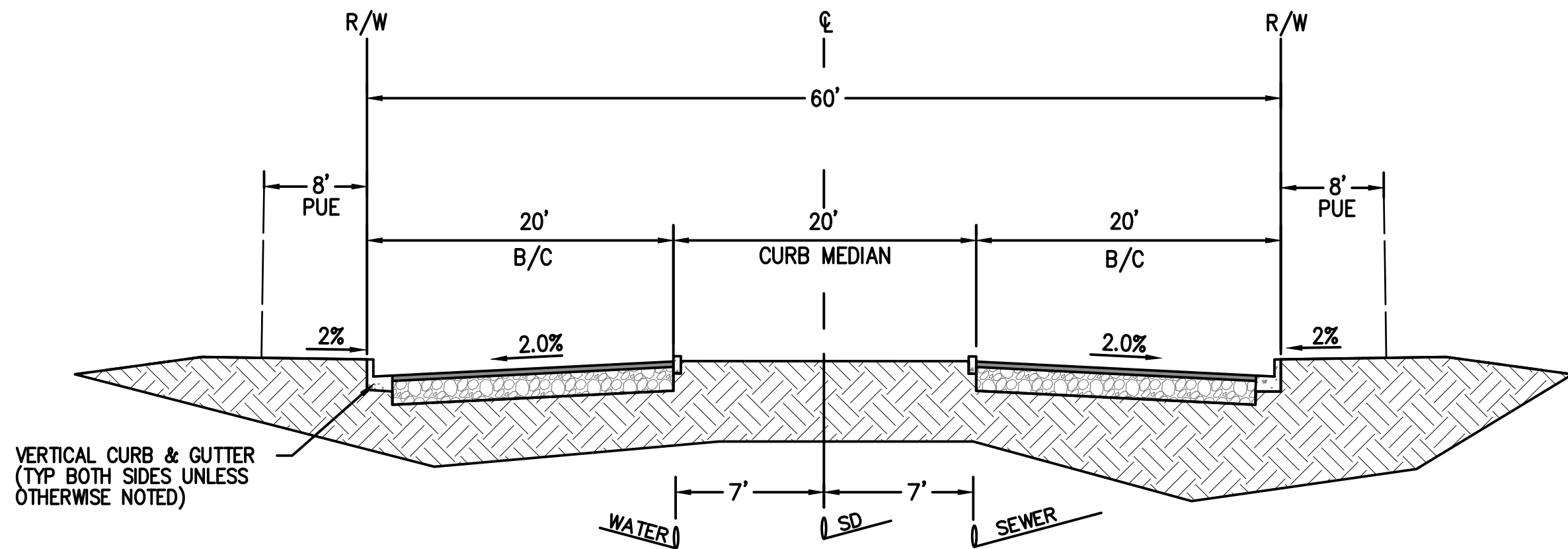
UNIT 2 LOCAL RESIDENTIAL STREET (36') NTS
PARKING BOTH SIDES (COP 601P)



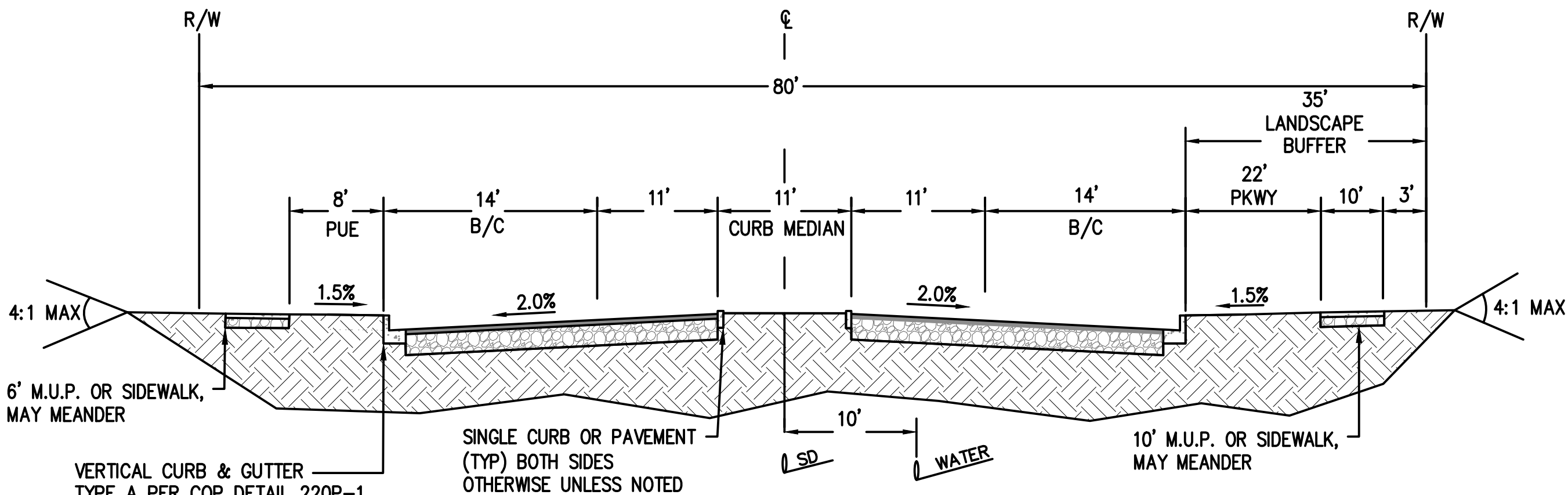
FIRE HYDRANT 10' CLEARANCE PUE NTS



UNIT 1, 2, 3 LOCAL RESIDENTIAL STREET (32') NTS
PARKING BOTH SIDES (COP 601P)



UNIT 1 LOCAL RESIDENTIAL ENTRY STREET (60') NTS
(COP 601P)



JENNA LANE NTS
FOR REFERENCE ONLY

REVIEWED BY	DATE
DRAFTED BY	DATE
CHECKED BY	DATE

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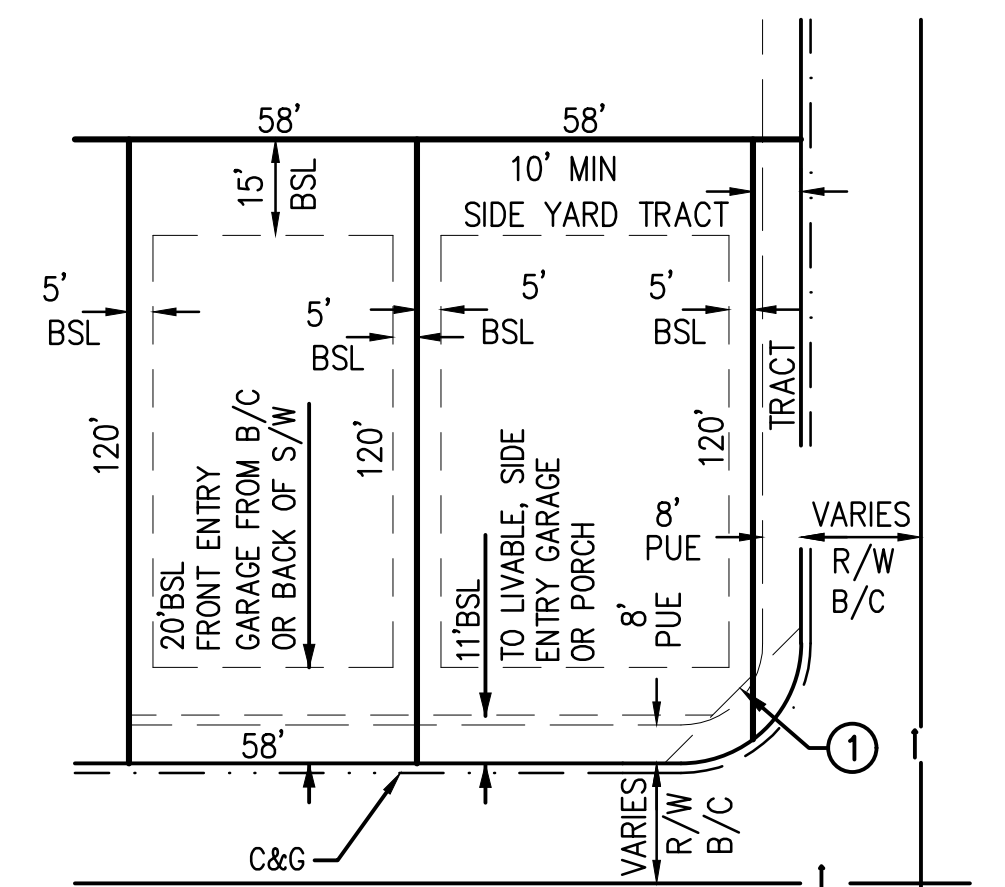
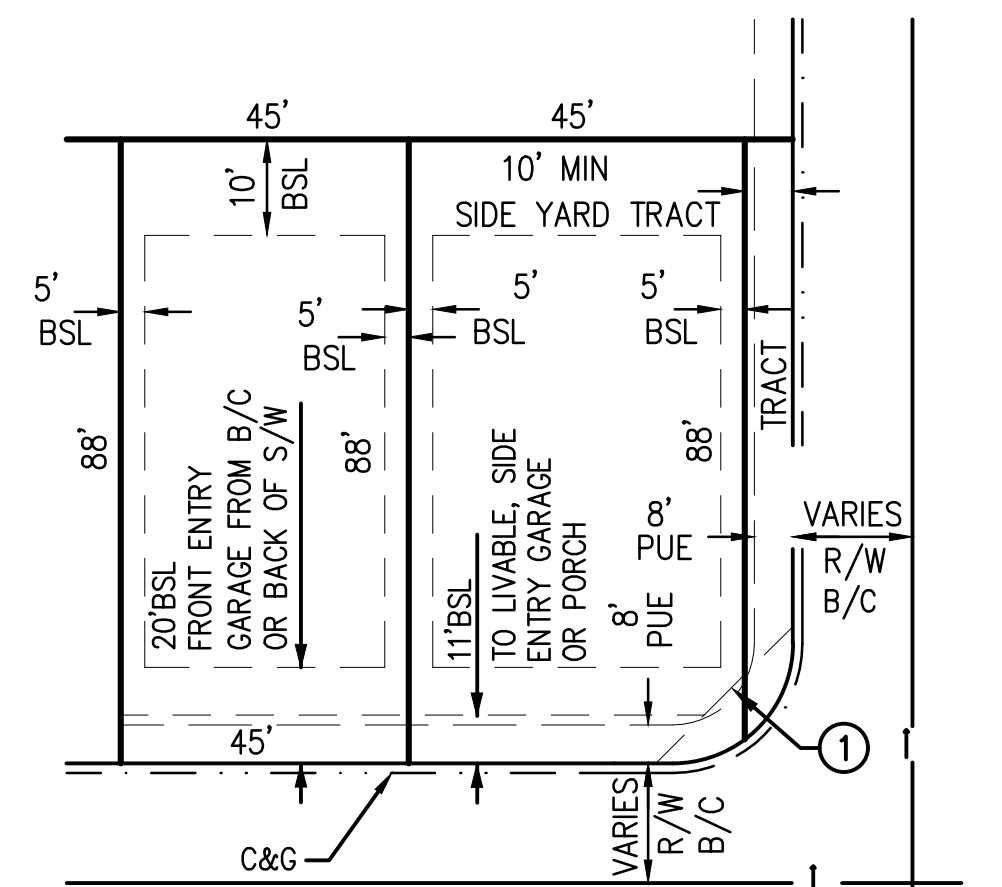
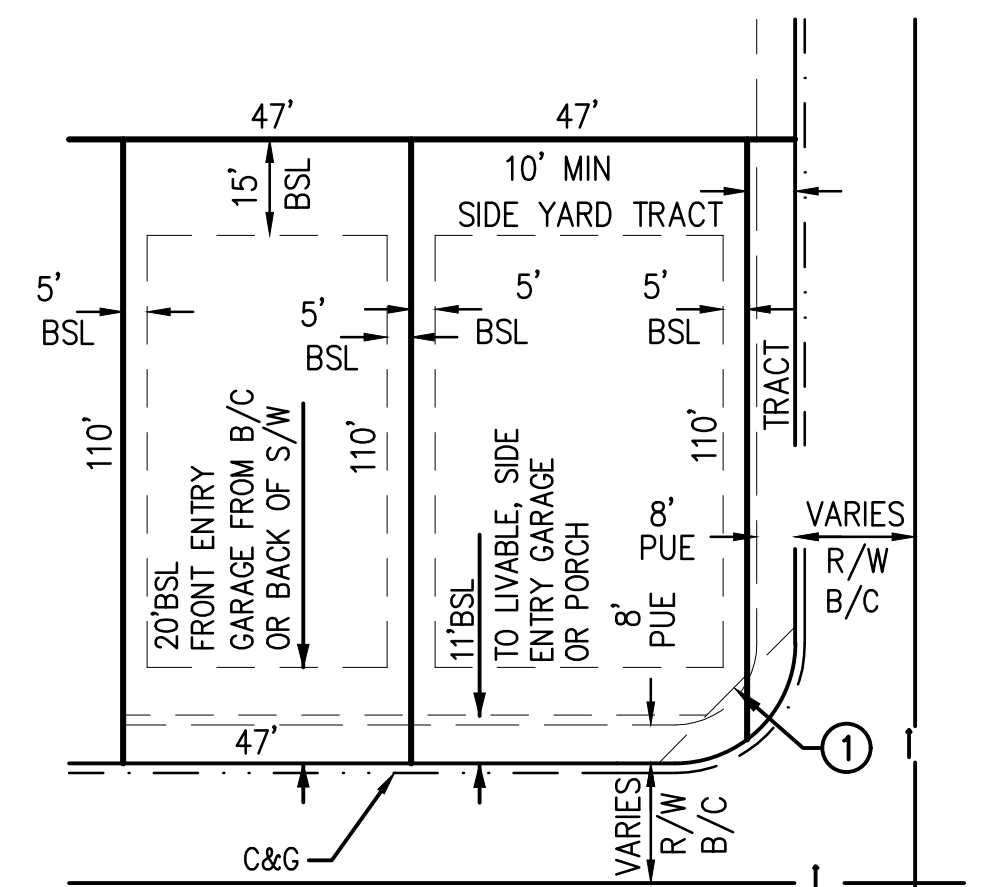
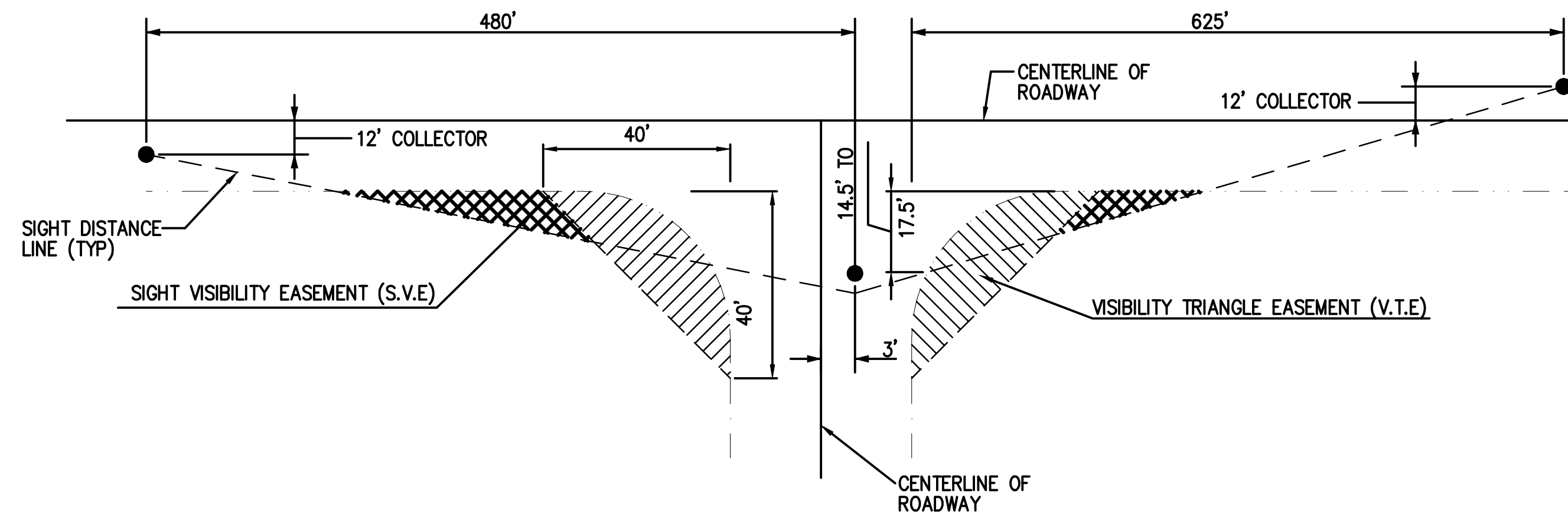
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REVISIONS:

SOUTH RANCH 1 - UNITS 1, 2, & 3
PRELIMINARY PLAT
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DESIGNED:	BM
DRAWN:	JK
CHECKED:	RHR
PLOT DATE:	4/19/22
SHEET	3 OF 16
PROJECT NO.	R314344.02



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REVISIONS:

SOUTH RANCH 1 - UNITS 1, 2, & 3

PRELIMINARY PLAT

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DESIGNED:

DRAWN: JK

CHECKED: RHP

LOT DATE:

SHEET 4 OF 16

PROJECT NO. R314344.02



REVIEWED BY

DRAFTED BY

CHECKED BY

DATE

DATE

DATE

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)	LOT NO.	AREA (SF)	AREA (ACRE)	LOT NO.	AREA (SF)	AREA (ACRE)	LOT NO.	AREA (SF)	AREA (ACRE)	LOT NO.	AREA (SF)	AREA (ACRE)	LOT NO.	AREA (SF)	AREA (ACRE)	LOT NO.	AREA (SF)	AREA (ACRE)
UNIT 1 – 1	5,027	0.1154	UNIT 1 – 51	7,332	0.1683	UNIT 1 – 101	5,752	0.1321	UNIT 2 – 9	4,005	0.0919	UNIT 2 – 59	5,710	0.1311	UNIT 3 – 13	8,691	0.1995	UNIT 3 – 63	6,960	0.1598
UNIT 1 – 2	5,199	0.1194	UNIT 1 – 52	11,468	0.2633	UNIT 1 – 102	5,693	0.1307	UNIT 2 – 10	4,005	0.0919	UNIT 2 – 60	7,871	0.1807	UNIT 3 – 14	8,838	0.2029	UNIT 3 – 64	6,960	0.1598
UNIT 1 – 3	5,200	0.1194	UNIT 1 – 53	9,897	0.2272	UNIT 1 – 103	5,634	0.1293	UNIT 2 – 11	4,005	0.0919	UNIT 2 – 61	3,960	0.0909	UNIT 3 – 15	7,853	0.1803	UNIT 3 – 65	7,589	0.1742
UNIT 1 – 4	5,200	0.1194	UNIT 1 – 54	10,120	0.2323	UNIT 1 – 104	5,575	0.1280	UNIT 2 – 12	4,005	0.0919	UNIT 2 – 62	3,960	0.0909	UNIT 3 – 16	8,184	0.1879	UNIT 3 – 66	7,574	0.1739
UNIT 1 – 5	5,200	0.1194	UNIT 1 – 55	5,427	0.1246	UNIT 1 – 105	5,516	0.1266	UNIT 2 – 13	4,005	0.0919	UNIT 2 – 63	3,960	0.0909	UNIT 3 – 17	8,210	0.1885	UNIT 3 – 67	6,960	0.1598
UNIT 1 – 6	5,200	0.1194	UNIT 1 – 56	6,278	0.1441	UNIT 1 – 106	5,442	0.1249	UNIT 2 – 14	4,005	0.0919	UNIT 2 – 64	3,960	0.0909	UNIT 3 – 18	8,014	0.1840	UNIT 3 – 68	8,251	0.1894
UNIT 1 – 7	5,200	0.1194	UNIT 1 – 57	5,305	0.1218	UNIT 1 – 107	7,097	0.1629	UNIT 2 – 15	4,005	0.0919	UNIT 2 – 65	4,338	0.0996	UNIT 3 – 19	7,796	0.1790	UNIT 3 – 69	7,975	0.1831
UNIT 1 – 8	5,200	0.1194	UNIT 1 – 58	5,264	0.1209	UNIT 1 – 108	5,161	0.1185	UNIT 2 – 16	4,005	0.0919	UNIT 2 – 66	3,960	0.0909	UNIT 3 – 20	7,931	0.1821	UNIT 3 – 70	8,063	0.1851
UNIT 1 – 9	5,200	0.1194	UNIT 1 – 59	5,177	0.1188	UNIT 1 – 109	5,170	0.1187	UNIT 2 – 17	4,005	0.0919	UNIT 2 – 67	3,960	0.0909	UNIT 3 – 21	10,502	0.2411	UNIT 3 – 71	7,504	0.1723
UNIT 1 – 10	5,200	0.1194	UNIT 1 – 60	5,170	0.1187	UNIT 1 – 110	5,170	0.1187	UNIT 2 – 18	4,005	0.0919	UNIT 2 – 68	4,771	0.1095	UNIT 3 – 22	14,686	0.3371	UNIT 3 – 72	6,962	0.1598
UNIT 1 – 11	5,121	0.1176	UNIT 1 – 61	5,170	0.1187	UNIT 1 – 111	6,379	0.1464	UNIT 2 – 19	4,005	0.0919	UNIT 2 – 69	8,562	0.1965	UNIT 3 – 23	8,351	0.1917	UNIT 3 – 73	7,381	0.1694
UNIT 1 – 12	5,279	0.1212	UNIT 1 – 62	5,841	0.1341	UNIT 1 – 112	5,797	0.1331	UNIT 2 – 20	4,005	0.0919	UNIT 2 – 70	5,538	0.1271	UNIT 3 – 24	7,061	0.1621	UNIT 3 – 74	6,960	0.1598
UNIT 1 – 13	5,200	0.1194	UNIT 1 – 63	5,332	0.1224	UNIT 1 – 113	5,170	0.1187	UNIT 2 – 21	4,005	0.0919	UNIT 2 – 71	3,960	0.0909	UNIT 3 – 25	7,250	0.1664	UNIT 3 – 75	7,450	0.1710
UNIT 1 – 14	5,200	0.1194	UNIT 1 – 64	5,210	0.1196	UNIT 1 – 114	5,170	0.1187	UNIT 2 – 22	4,001	0.0919	UNIT 2 – 72	3,960	0.0909	UNIT 3 – 26	7,250	0.1664	UNIT 3 – 76	7,814	0.1794
UNIT 1 – 15	5,200	0.1194	UNIT 1 – 65	5,210	0.1196	UNIT 1 – 115	5,170	0.1187	UNIT 2 – 23	4,005	0.0919	UNIT 2 – 73	3,960	0.0909	UNIT 3 – 27	7,250	0.1664	UNIT 3 – 77	7,867	0.1806
UNIT 1 – 16	5,200	0.1194	UNIT 1 – 66	5,210	0.1196	UNIT 1 – 116	5,911	0.1357	UNIT 2 – 24	4,005	0.0919	UNIT 2 – 74	3,960	0.0909	UNIT 3 – 28	7,250	0.1664	UNIT 3 – 78	7,867	0.1806
UNIT 1 – 17	5,200	0.1194	UNIT 1 – 67	5,210	0.1196	UNIT 1 – 117	8,731	0.2004	UNIT 2 – 25	4,005	0.0919	UNIT 2 – 75	3,960	0.0909	UNIT 3 – 29	7,293	0.1674	UNIT 3 – 79	7,111	0.1633
UNIT 1 – 18	5,303	0.1217	UNIT 1 – 68	5,210	0.1196	UNIT 1 – 118	7,047	0.1618	UNIT 2 – 26	4,005	0.0919	UNIT 2 – 76	3,960	0.0909	UNIT 3 – 30	7,128	0.1636	UNIT 3 – 80	6,960	0.1598
UNIT 1 – 19	5,098	0.1170	UNIT 1 – 69	5,210	0.1196	UNIT 1 – 119	4,767	0.1094	UNIT 2 – 27	4,005	0.0919	UNIT 2 – 77	3,960	0.0909	UNIT 3 – 31	6,960	0.1598	UNIT 3 – 81	6,960	0.1598
UNIT 1 – 20	5,200	0.1194	UNIT 1 – 70	5,104	0.1172	UNIT 1 – 120	4,795	0.1101	UNIT 2 – 28	4,089	0.0939	UNIT 2 – 78	3,960	0.0909	UNIT 3 – 32	6,960	0.1598	UNIT 3 – 82	7,255	0.1666
UNIT 1 – 21	5,200	0.1194	UNIT 1 – 71	5,104	0.1172	UNIT 1 – 121	4,795	0.1101	UNIT 2 – 29	5,067	0.1163	UNIT 2 – 79	4,265	0.0979	UNIT 3 – 33	6,960	0.1598	UNIT 3 – 83	7,985	0.1833
UNIT 1 – 22	5,200	0.1194	UNIT 1 – 72	5,104	0.1172	UNIT 1 – 122	4,751	0.1091	UNIT 2 – 30	5,690	0.1306	UNIT 2 – 80	4,317	0.0991	UNIT 3 – 34	6,960	0.1598	UNIT 3 – 84	7,830	0.1798
UNIT 1 – 23	5,107	0.1172	UNIT 1 – 73	5,104	0.1172	UNIT 1 – 123	7,246	0.1663	UNIT 2 – 31	5,522	0.1268	UNIT 2 – 81	4,101	0.0941	UNIT 3 – 35	6,942	0.1594	UNIT 3 – 85	7,648	0.1756
UNIT 1 – 24	5,974	0.1372	UNIT 1 – 74	5,619	0.1290	UNIT 1 – 124	8,185	0.1879	UNIT 2 – 32	4,535	0.1041	UNIT 2 – 82	4,050	0.0930	UNIT 3 – 36	7,933	0.1821	UNIT 3 – 86	7,000	0.1607
UNIT 1 – 25	5,201	0.1194	UNIT 1 – 75	5,146	0.1181	UNIT 1 – 125	5,707	0.1310	UNIT 2 – 33	4,296	0.0986	UNIT 2 – 83	4,050	0.0930	UNIT 3 – 37	8,669	0.1990	UNIT 3 – 87	6,960	0.1598
UNIT 1 – 26	5,201	0.1194	UNIT 1 – 76	5,202	0.1194	UNIT 1 – 126	5,141	0.1180	UNIT 2 – 34	4,195	0.0963	UNIT 2 – 84	4,050	0.0930	UNIT 3 – 38	8,598	0.1974	UNIT 3 – 88	6,960	0.1598
UNIT 1 – 27	5,201	0.1194	UNIT 1 – 77	5,202	0.1194	UNIT 1 – 127	5,170	0.1187	UNIT 2 – 35	4,113	0.0944	UNIT 2 – 85	4,050	0.0930	UNIT 3 – 39	8,171	0.1876	UNIT 3 – 89	6,960	0.1598
UNIT 1 – 28	5,201	0.1194	UNIT 1 – 78	5,202	0.1194	UNIT 1 – 128	5,170	0.1187	UNIT 2 – 36	4,049	0.0930	UNIT 2 – 86	4,557	0.1046	UNIT 3 – 40	7,663	0.1759	UNIT 3 – 90	7,455	0.1711
UNIT 1 – 29	5,308	0.1219	UNIT 1 – 79	5,471	0.1256	UNIT 1 – 129	5,170	0.1187	UNIT 2 – 37	4,003	0.0919	UNIT 2 – 87	5,605	0.1287	UNIT 3 – 41	7,676	0.1762	UNIT 3 – 91	7,540	0.1731
UNIT 1 – 30	5,308	0.1219	UNIT 1 – 80	5,379	0.1235	UNIT 1 – 130	5,170	0.1187	UNIT 2 – 38	3,976	0.0913	UNIT 2 – 88	4,253	0.0976	UNIT 3 – 42	7,126	0.1636	UNIT 3 – 92	7,540	0.1731
UNIT 1 – 31	5,308	0.1219	UNIT 1 – 81	5,170	0.1187	UNIT 1 – 131	5,170	0.1187	UNIT 2 – 39	3,967	0.0911	UNIT 2 – 89	4,276	0.0982	UNIT 3 – 43	6,960	0.1598	UNIT 3 – 93	7,863	0.1805
UNIT 1 – 32	5,308	0.1219	UNIT 1 – 82	6,995	0.1606	UNIT 1 – 132	5,170	0.1187	UNIT 2 – 40	3,977	0.0913	UNIT 2 – 90	4,069	0.0934	UNIT 3 – 44	6,960	0.1598	UNIT 3 – 94	8,379	0.1924
UNIT 1 – 33	5,308	0.1219	UNIT 1 – 83	8,701	0.1997	UNIT 1 – 133	5,195	0.1193	UNIT 2 – 41	4,004	0.0919	UNIT 2 – 91	4,153	0.0953	UNIT 3 – 45	6,960	0.1598	UNIT 3 – 95	8,239	0.1891
UNIT 1 – 34	5,308	0.1219	UNIT 1 – 84	5,085	0.1167	UNIT 1 – 134	5,173	0.1187	UNIT 2 – 42	4,050	0.0930	UNIT 2 – 92	4,323	0.0992	UNIT 3 – 46	6,960	0.1598	UNIT 3 – 96	6,960	0.1598
UNIT 1 – 35	5,744	0.1319	UNIT 1 – 85	5,170	0.1187	UNIT 1 – 135	5,170	0.1187	UNIT 2 – 43	4,087	0.0938	UNIT 2 – 93	4,335	0.0995	UNIT 3 – 47	6,960	0.1598	UNIT 3 – 97	6,960	0.1598
UNIT 1 – 36	5,142	0.1180	UNIT 1 – 86	5,220	0.1198	UNIT 1 – 136	5,170	0.1187	UNIT 2 – 44	5,611	0.1288	UNIT 2 – 94	4,062	0.0933	UNIT 3 – 48	6,960	0.1598	UNIT 3 – 98	6,960	0.1598
UNIT 1 – 37	5,263	0.1208	UNIT 1 – 87	5,717	0.1313	UNIT 1 – 137	5,170	0.1187	UNIT 2 – 45	7,379	0.1694	UNIT 2 – 95	4,074	0.0935	UNIT 3 – 49	6,960	0.1598	UNIT 3 – 99	7,931	0.1821
UNIT 1 – 38	5,293	0.1215	UNIT 1 – 88	5,180	0.1189	UNIT 1 – 138	5,170	0.1187	UNIT 2 – 46	3,954	0.0908	UNIT 2 – 96	4,572	0.1050	UNIT 3 – 50	6,960	0.1598	UNIT 3 – 100	8,451	0.1940
UNIT 1 – 39	5,306	0.1218	UNIT 1 – 89	5,239	0.1203	UNIT 1 – 139	5,709	0.1311	UNIT 2 – 47	3,960	0.0909	UNIT 3 – 1	6,980	0.1602	UNIT 3 – 51	6,960	0.1598	UNIT 3 – 101	7,947	0.1824
UNIT 1 – 40	5,301	0.1217	UNIT 1 – 90	5,298	0.1216	UNIT 1 – 140	6,003	0.1378	UNIT 2 – 48	3,960	0.0909	UNIT 3 – 2	6,960	0.1598	UNIT 3 – 52	7,783	0.1787	UNIT 3 – 102	8,006	0.1838
UNIT 1 – 41	5,277	0.1211	UNIT 1 – 91	5,357	0.1230	UNIT 1 – 141	5,692	0.1307	UNIT 2 – 49	3,960	0.0909	UNIT 3 – 3	6,960	0.1598	UNIT 3 – 53	7,844	0.1801	UNIT 3 – 103	7,574	0.1739
UNIT 1 – 42	5,205	0.1195	UNIT 1 – 92	5,417	0.1243	UNIT 1 – 142	5,738	0.1317	UNIT 2 – 50	3,960	0.0909	UNIT 3 – 4	6,960	0.1598	UNIT 3 – 54	7,730	0.1775	UNIT 3 – 104	8,361	0.1919
UNIT 1 – 43	5,212	0.1196	UNIT 1 – 93	7,996	0.1836	UNIT 2 – 1	4,396	0.1009	UNIT 2 – 51	3,960	0.0909	UNIT 3 – 5	6,960	0.1598	UNIT 3 – 55	7,291	0.1674	UNIT 3 – 105	9,131	0.2096
UNIT 1 – 44	5,906	0.1356	UNIT 1 – 94	8,203	0.1883	UNIT 2 – 2	4,149	0.0952	UNIT 2 – 52	3,960	0.0909	UNIT 3 – 6	6,960	0.1598	UNIT 3 – 56	6,960	0.1598	UNIT 3 – 106	6,960	0.1598
UNIT 1 – 45	6,506	0.1494	UNIT 1 – 95	5,895	0.1353	UNIT 2 – 3	4,148	0.0952	UNIT 2 – 53	3,960	0.0909	UNIT 3 – 7	7,147	0.1641	UNIT 3 – 57	6,960	0.1598	UNIT 3 – 107	6,991	0.1605
UNIT 1 – 46	12,239	0.2810	UNIT 1 – 96	5,484	0.1259	UNIT 2 – 4	4,148	0.0952	UNIT 2 – 54	3,960	0.0909	UNIT 3 – 8	8,510	0.1954	UNIT 3 – 58	9,888	0.2270	UNIT 3 – 108	8,170	0.1875
UNIT 1 – 47	5,551	0.1274	UNIT 1 – 97	5,800	0.1331	UNIT 2 – 5	4,148	0.0952	UNIT 2 – 55	3,960	0.0909	UNIT 3 – 9	6,960	0.1598	UNIT 3 – 59	10,231	0.2349	UNIT 3 – 109	7,426	0.1705
UNIT 1 – 48	5,297	0.1216	UNIT 1 – 98	5,645	0.1296	UNIT 2 – 6	4,260	0.0978	UNIT 2 – 56	3,960	0.0909	UNIT 3 – 10	6,960	0.1598	UNIT 3 – 60	6,864	0.1576	UNIT 3 – 110	8,324	0.1911
UNIT 1 – 49	5,337	0.1225	UNIT 1 – 99	5,730	0.1315	UNIT 2 – 7	4,036	0.0927	UNIT 2 – 57	3,960	0.0909	UNIT 3 – 11	6,960	0.1598	UNIT 3 – 61	6,960	0.1598	UNIT 3 – 111	6,903	0.1585
UNIT 1 – 50	5,288	0.1214	UNIT 1 – 100	5,811	0.1334	UNIT 2 – 8	4,005	0.0919	UNIT 2 – 58	4,226	0.0970	UNIT 3 – 12	6,960	0.1598	UNIT 3 – 62	6,960	0.1598	UNIT 3 – 112	10,269	0.2358

TRACT AREA TABLE		
TRACT.	AREA (ACRE)	USE

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REVISIONS:

SOUTH RANCH 1 - UNITS 1, 2, & 3

PRELIMINARY PLAT

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EXPIRES 6/30/2023

DESIGNED: BM

DRAWN: JK

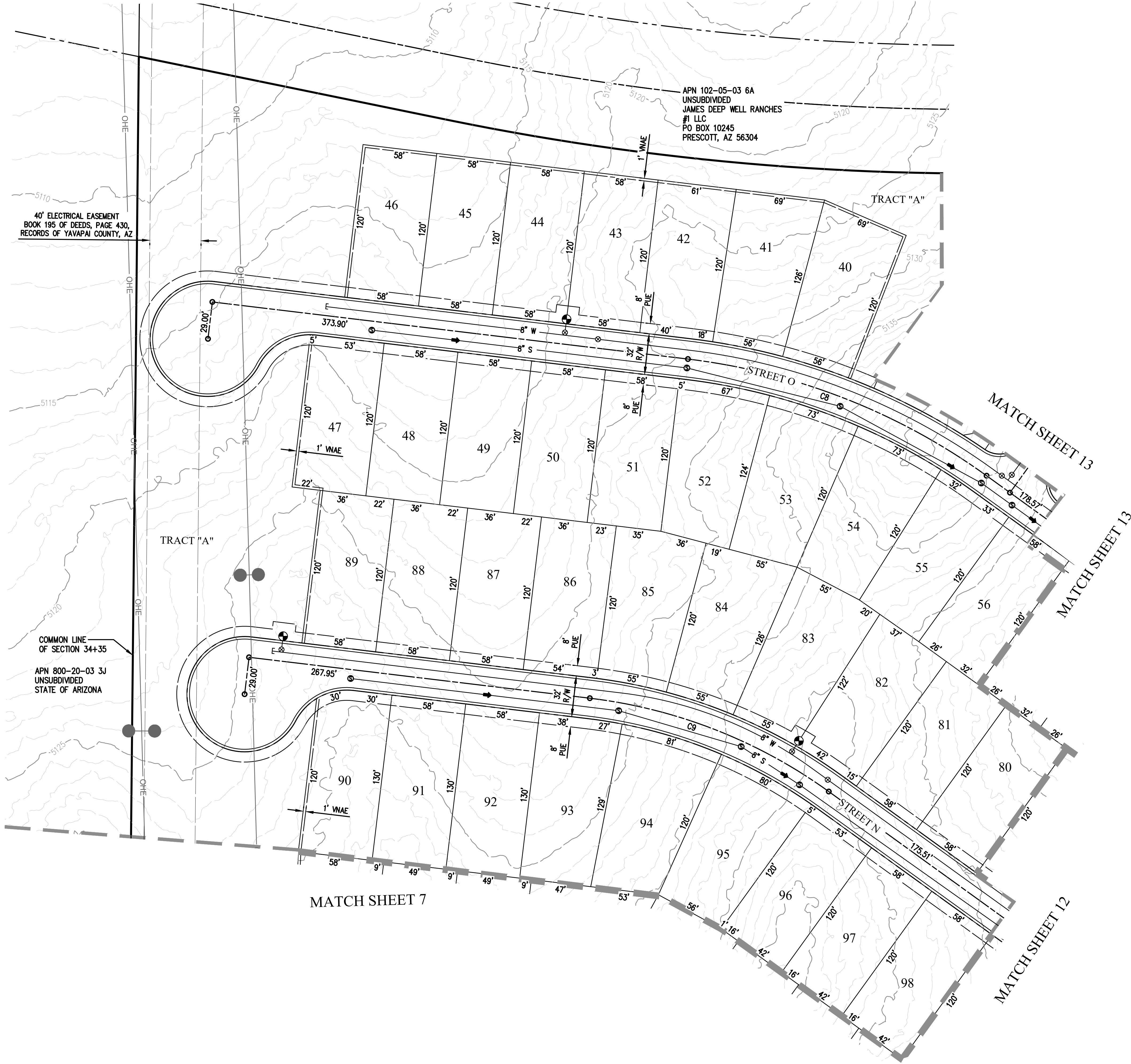
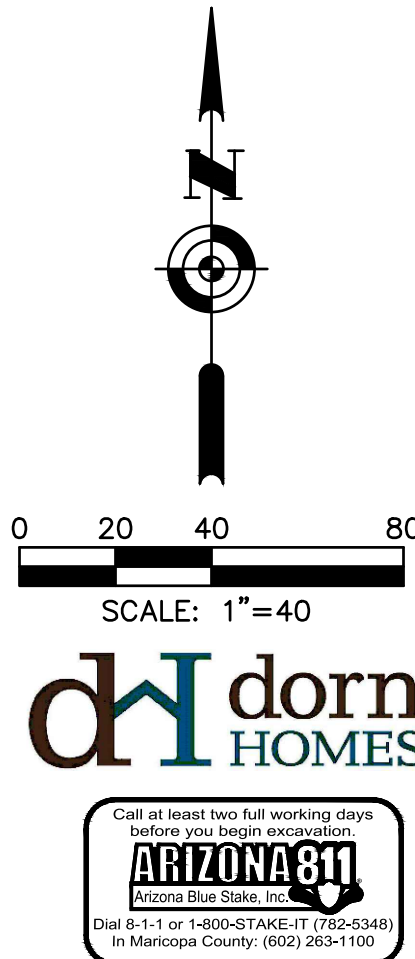
CHECKED: RHR

PLOT DATE: 4/19/22

SHEET 6 OF 16

PROJECT NO. R314344.02

CURVE DATA @ CL			
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C8	500.00'	28°59'32"	253.00'
C9	400.00'	28°59'32"	202.40'



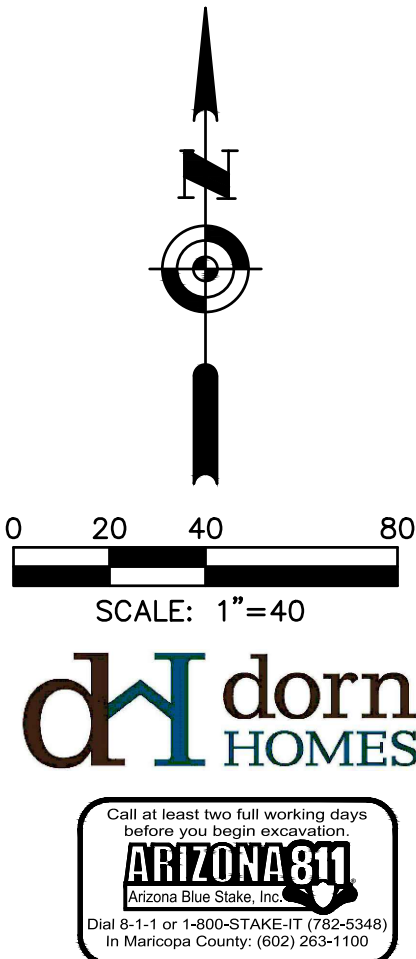
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DRAFTED BY	DATE
CHECKED BY	DATE

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____



MATCH SHEET 8

CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C10	184.00'	40°50'32"	131.16'
C11	316.00'	22°21'29"	123.31'
C12	300.00'	22°06'39"	115.77'
C13	325.00'	18°00'43"	102.17'



REVISIONS:

SOUTH RANCH 1 - UNITS 1, 2, & 3

PRELIMINARY PLAT

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EXPIRES 6/30/2023

DESIGNED: BM

DRAWN: JK

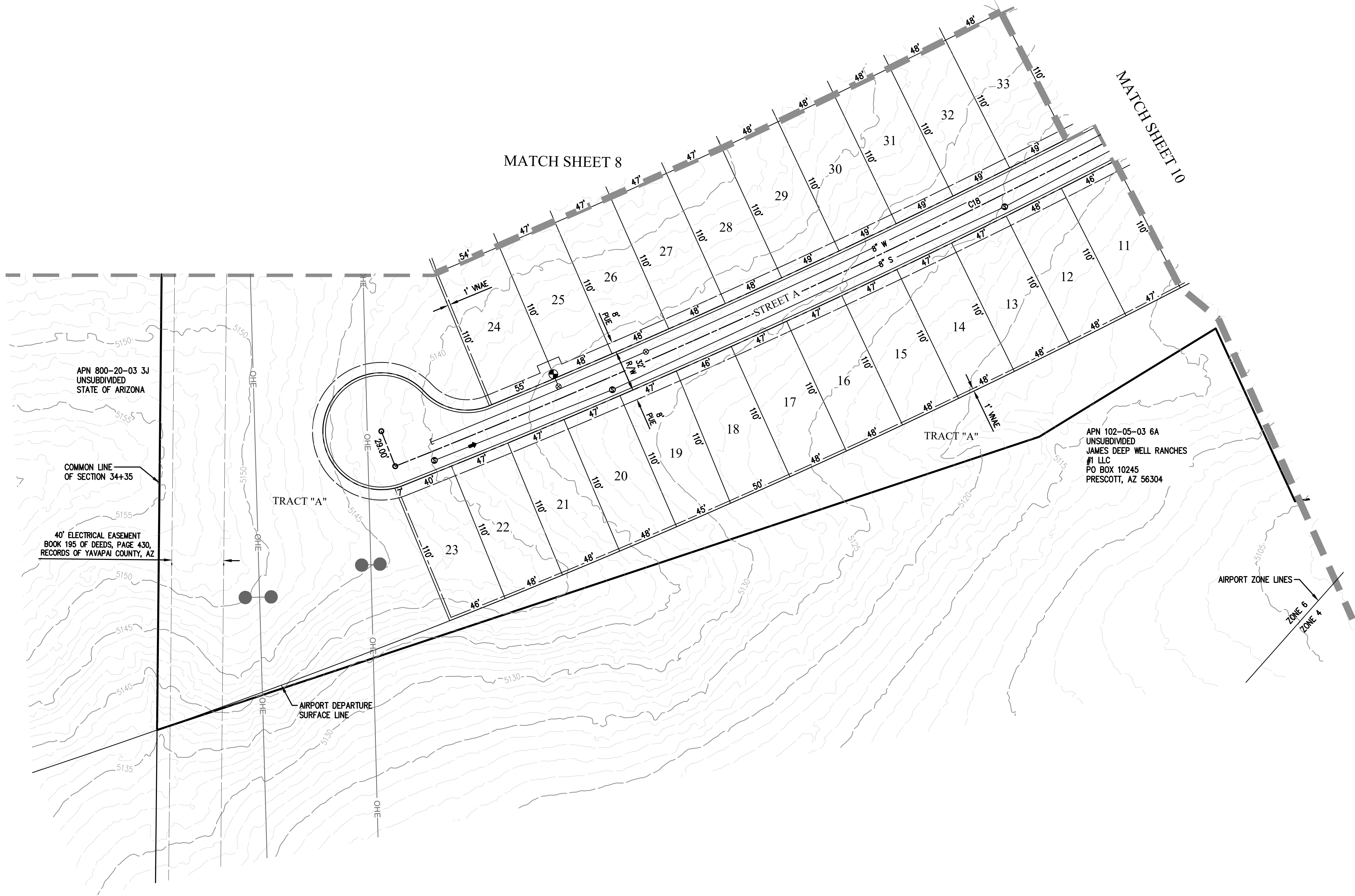
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PLOT DATE: 4/19/22

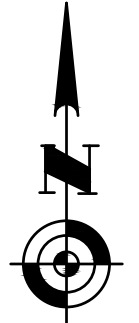
SHEET 7 OF 16

PROJECT NO. R314344.02

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____



CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C18	6013.40'	10°24'59"	1093.25'


0 20 40 80
SCALE: 1"=40'




REVISIONS:

SOUTH RANCH 1 - UNITS 1, 2, & 3

PRELIMINARY PLAT

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EXPIRES 6/30/2023

DESIGNED: BM

DRAWN: JK

CHECKED: RHR

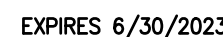
PLOT DATE: 4/19/22

SHEET 9 OF 16

PROJECT NO. R314344.02

SOUTH RANCH 1 - UNITS 1, 2, & 3

PRELIMINARY PLAT



PROJECT NO. R314344.02



1000

ZONE 6
ZONE 4

JENNA LANE

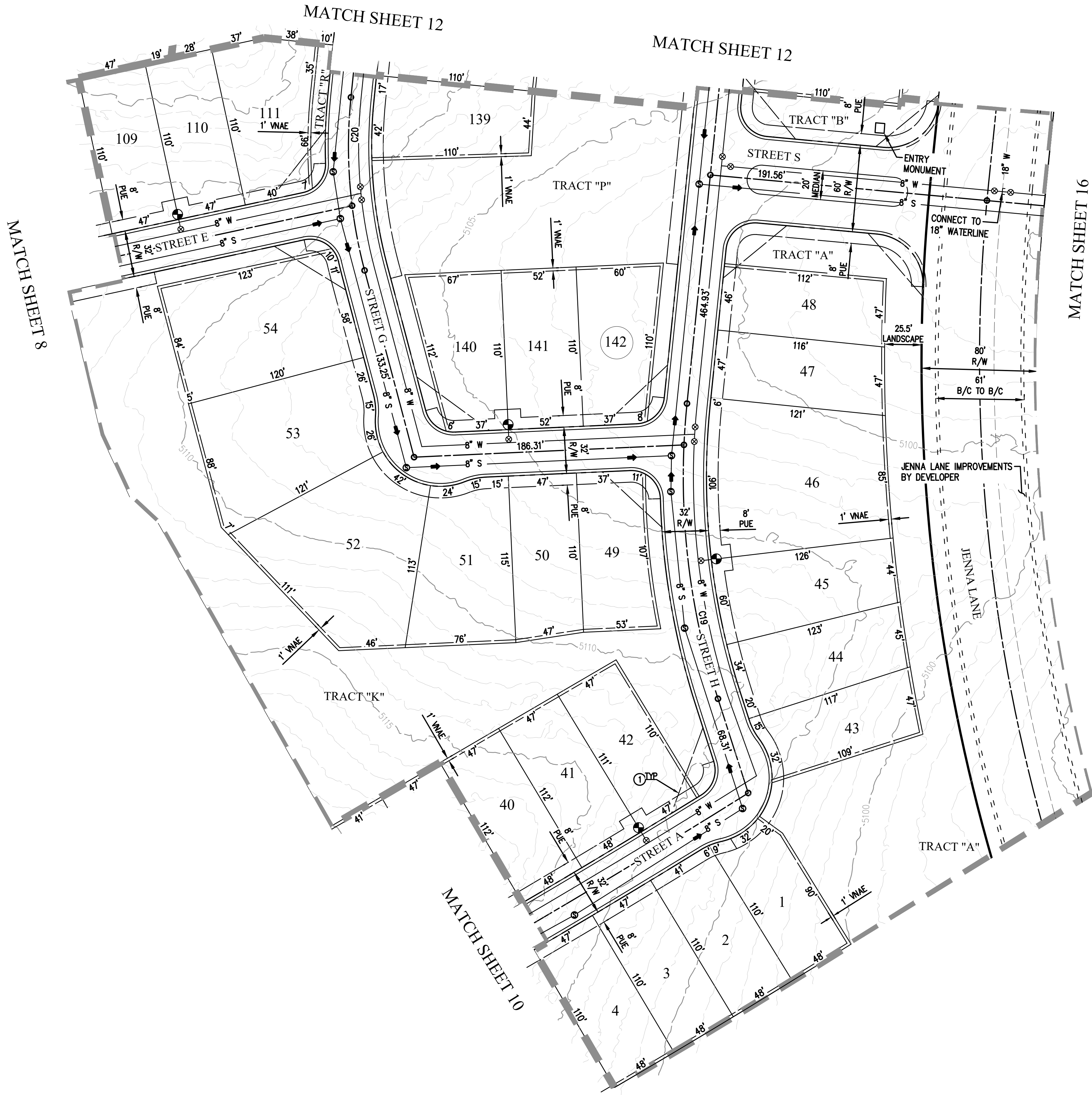
MATCH SHEET 11

MATCH SHEET 9

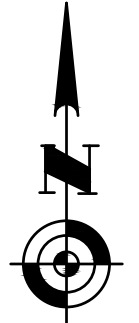
— AIRPORT DEPARTURE
SURFACE LINE

REVIEWED BY _____ DATE _____
 DRAFTED BY _____ DATE _____
 CHECKED BY _____ DATE _____

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____



CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C19	500.00'	23°37'53"	206.22'
C20	334.00'	20°39'58"	120.47'



SCALE: 1"=40'




SOUTH RANCH 1 - UNITS 1, 2, & 3

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EXPIRES 6/30/2023

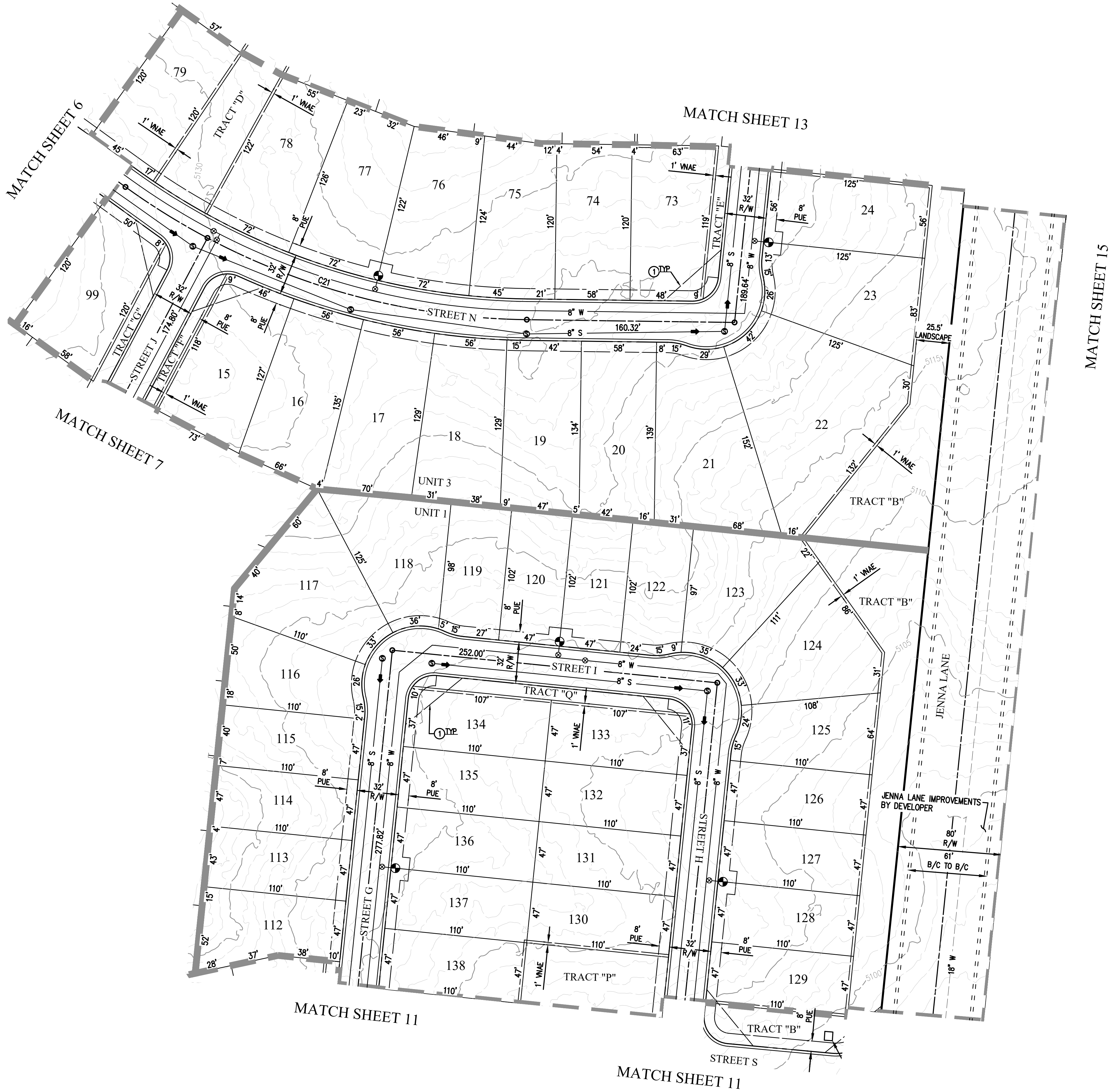
DESIGNED:	BM
DRAWN:	JK
CHECKED:	RHR
PLOT DATE:	4/19/22
SHEET	11 OF 16
PROJECT NO.	R314344.02

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CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C21	541.00'	35°04'54"	331.25'

0 20 40 80
SCALE: 1"=40'

dorn HOMES

ARIZONA 811
Arizona Blue State, Inc.
Call at least two full working days before you begin excavation.
Dial 8-1-1 or 1-800-STAKE-IT (752-5348)
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PROFESSIONAL ENGINEER
42768
RYAN H. RAAB
JULY 1, 2015
ARIZONA U.S.A.
EXPIRES 6/30/2023

DESIGNED:	BM
DRAWN:	JK
CHECKED:	RHR
PLOT DATE:	4/19/22
SHEET	12 OF 16
PROJECT NO.	R314344.02

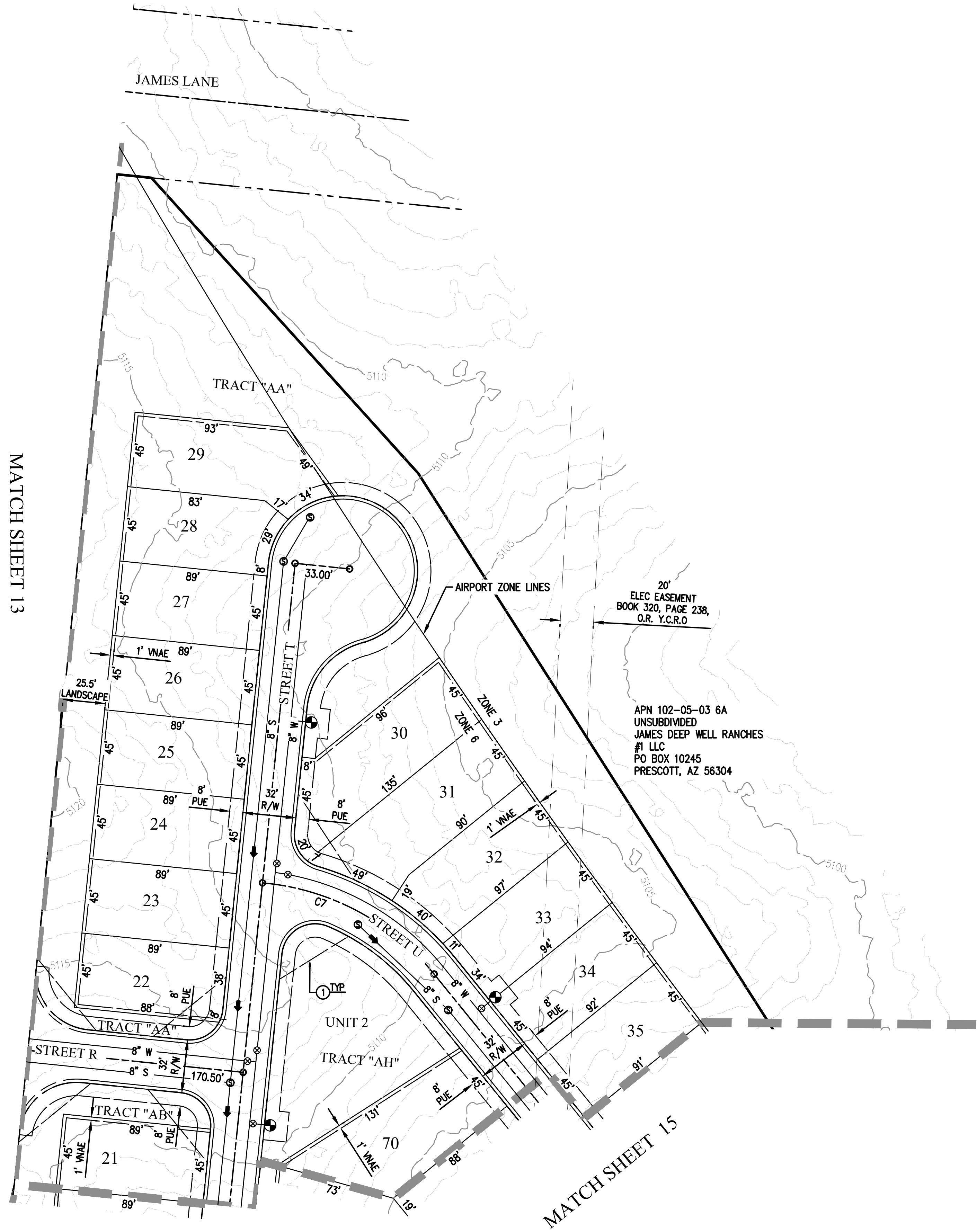
SOUTH RANCH 1 - UNITS 1, 2, & 3

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REVISIONS:

REVIEWED BY	DATE
DRAFTED BY	DATE
CHECKED BY	DATE



MATCH SHEET 13

MATCH SHEET 15

MATCH SHEET 15

CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C7	150.00'	45°52'40"	120.11'

EXPIRES 6/30/2023

DESIGNED:	BM
DRAWN:	JK
CHECKED:	RHR
PLOT DATE:	4/19/22
SHEET	14 OF 16
PROJECT NO.	R314344.02

SOUTH RANCH 1 - UNITS 1, 2, & 3

PRELIMINARY PLAT

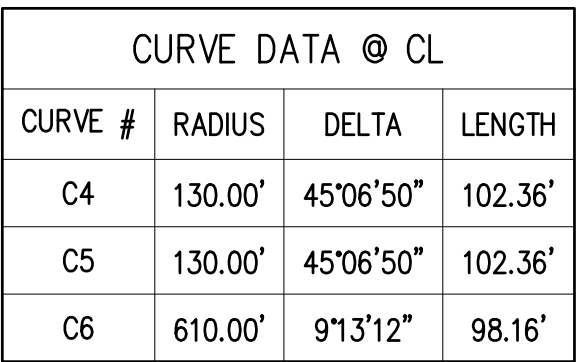
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CHECKED:	PLOT DA RHR 4/19/2
SHEET	15 OF
PROJECT NO.	R314344.02

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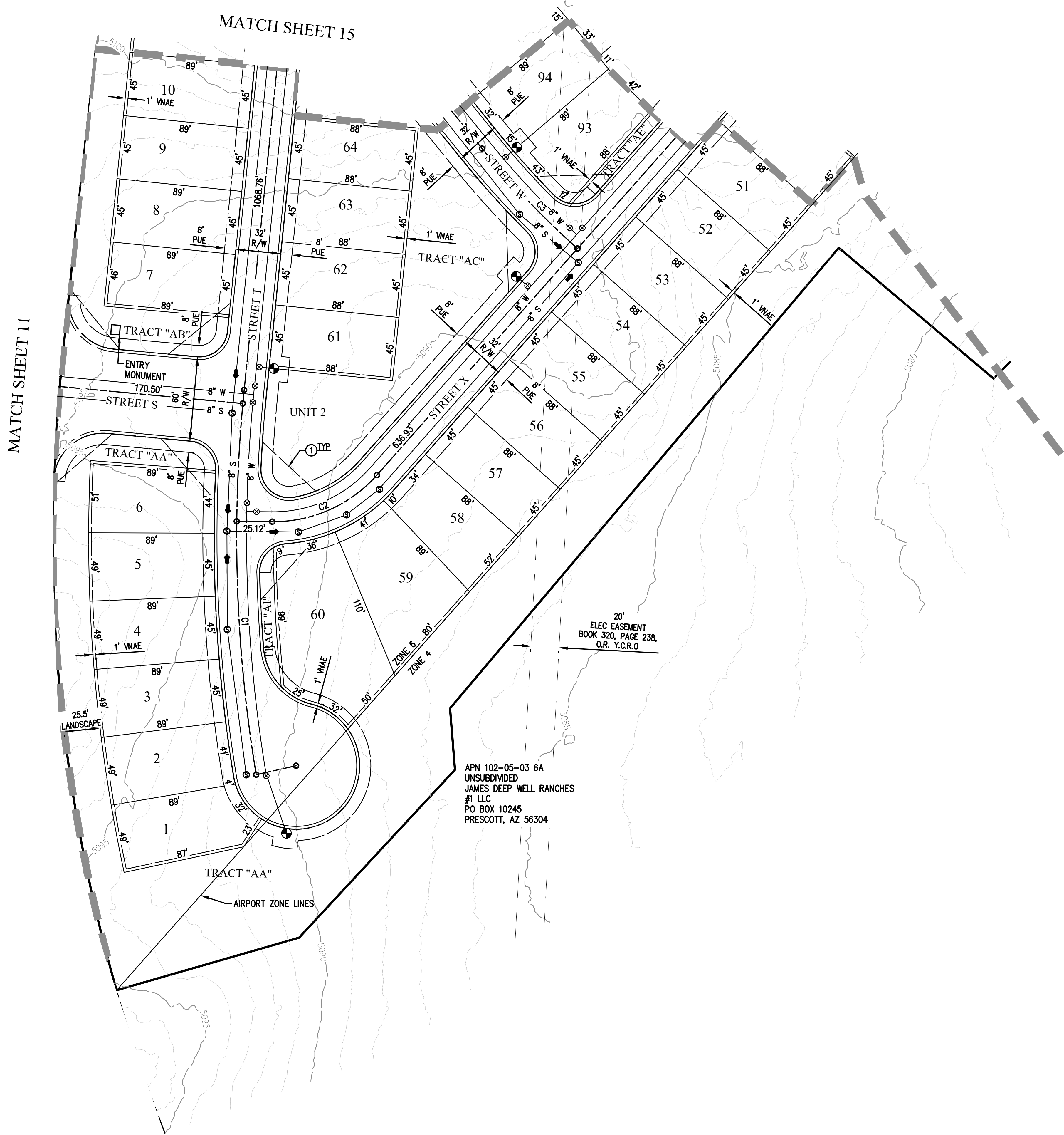
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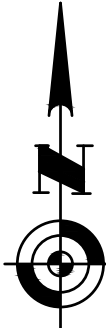
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REVIEWED BY	DATE
DRAFTED BY	DATE
CHECKED BY	DATE



CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C1	1029.50'	151°3'53"	273.68'
C2	98.00'	48°59'21"	83.79'
C3	610.00'	9°13'12"	98.16'


0 20 40 80
SCALE: 1"=40'





EXPIRES 6/30/2023

DESIGNED:	BM
DRAWN:	JK
CHECKED:	RHR
PLOT DATE:	4/19/22
SHEET	16 OF 16
PROJECT NO.	R314344.02

SOUTH RANCH 1 - UNITS 1, 2, & 3

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