



AMENDED AGENDA

*Item III.L. – Was Added

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, May 26, 2015
3:00 PM**

**Council Chambers
201 South Cortez Street
Prescott, Arizona 86303
(928) 777-1100**

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION** Pastor Jim
Church on the Street
- ◆ **PLEDGE OF ALLEGIANCE** Mayor Kuykendall
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall	
Mayor Pro Tem Kuknyo	Councilman Lamerson
Councilman Arnold	Councilman Lazzell
Councilman Blair	Councilwoman Wilcox

- ◆ **ANNOUNCEMENTS**
- ◆ **PRESENTATIONS**

- A. Presentation of the 2015 Arizona Wildfire Academy and Incident Management Academy, by Tony Sciacca

I. CONSENT AGENDA

CONSENT ITEMS I.A. – I.F. LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A

COUNCILMEMBER SO REQUESTS.

- A. Approval of minutes for City Council Meetings held on April 7, 2015, and May 12, 2015
- B. Approval to purchase a document retention and disposition module for the City's On-Base electronic document management system from Databank IMX, in the amount of \$19,914.88
- C. Renewal of Off-track Pari-mutuel Wagering permit for Matt's Saloon, located at 112 S. Montezuma Street, submitted by Turf Paradise
- D. Ratification of emergency procurement for Antelope Hills pump station repairs, and authorization of payment to Foster Electric Motor Service, Inc., in the amount of \$31,957.71 (Golf Course Fund)
- E. Award of City Contract No. 2015-197 to Fireworks Productions of Arizona in the amount of \$20,300.00 for the 2015 Annual Fourth of July Celebration
- F. Award of City Contract No. 2015-195 for Zone 16 Waterworks Materials to FWC Supply, LLC, in the amount of \$15,659.51 (Water Fund)

RECOMMENDED ACTION: MOVE to approve Consent Agenda Items I.A.- I.F.

II. LIQUOR LICENSE REGULAR AGENDA

- A. Public hearing and consideration of a new liquor license application for a Series 12, Restaurant License, from James Stephen Lolli, applicant for The Hungry Monk, located at 220 West Goodwin Street, Suites 101, 201, and 202

RECOMMENDED ACTION: 1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny/make no recommendation for Liquor License Application No. 12133620, for a Series 12 License, for the Hungry Monk, located at 220 West Goodwin Street, Suites 101, 201 and 202.

III. REGULAR AGENDA

- A. Presentation from the League of Arizona League of Cities and Towns Public Safety Personnel Retirement System Pension Task Force

RECOMMENDED ACTION: For Council information and discussion, no formal action to be taken at this meeting.

- B. Approval of the Public Safety Personnel Retirement System (PSPRS) employer rate for Fiscal Year 2016

RECOMMENDED ACTION: MOVE to approve the 3-year employer phase-in rate for the Public Safety Personnel Retirement System (PSPRS) for Fiscal Year 2016.

- C. Adoption of Ordinance No. 4940-1478 approving and authorizing Lease Agreement No. 57-8371-15-002, between the City of Prescott and the United States Government on behalf of the United States Forest Service for City property located at 2400 Melville Road (City Contract No. 2015-190)

ORDINANCE NUMBER 4940-1478 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT YAVAPAI COUNTY, ARIZONA, APPROVING AND AUTHORIZING LAND LEASE NO. 57-8371-15-002 (CITY CONTRACT NO. 2015-190) BETWEEN THE CITY OF PRESCOTT AND THE UNITED STATES FOREST SERVICE.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4940-1478.

- D. Award of City Contract No. 2015-185 to Lyon Engineering for engineering services for the Bashford Court Alley Reconstruction Project in an amount not to exceed \$87,423.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-185 with Lyon Engineering for engineering services for the Bashford Court Alley Reconstruction Project in an amount not to exceed \$87,423.00.

- E. Award of City Contract No. 2015-186 to CivilTec Engineering, Inc., for engineering services for the N. Washington Avenue/Churchill Street Reconstruction Project in an amount not to exceed \$75,350.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-186 to CivilTec Engineering, Inc., for engineering services for the N.

Washington Avenue/Churchill Street Reconstruction Project in an amount not to exceed \$75,350.00.

- F. Award of City Contract No. 2015-187 to Lyon Engineering for engineering services for the Schemmer Drive Pavement Reconstruction Project in an amount not to exceed \$130,631.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-187 to Lyon Engineering, for engineering services for the Schemmer Drive Pavement Reconstruction Project in an amount not to exceed \$130,631.00.

- G. Award of City Contract No. 2015-188 to Kelley/Wise Engineering, Inc., to provide engineering services for the Summit Avenue, McCormick Street, and Beach Avenue Pavement and Utility Improvements Project in an amount not to exceed \$178,028.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-188 to Kelley/Wise Engineering, Inc., to provide engineering services for the Summit Avenue, McCormick Street, and Beach Avenue Pavement and Utility Improvements Project in an amount not to exceed \$178,028.00.

- H. Award of City Contract No. 2015-189 to Shephard-Wesnitzer, Inc., to provide engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$257,554.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-189 to Shephard-Wesnitzer, Inc., to provide engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$257,554.00.

- I. Award of City Contract No. 2015-194 to Earth Resources Corporation for construction of the Lakeview Storm Drain Project, in the amount of \$215,323.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-194 to Earth Resources Corporation for construction of the Lakeview Storm Drain Project, in the amount of \$215,323.00.

- J. Award of City Contract No. 2015-184 to AMEC Foster-Wheeler for the Upper Granite Creek Watershed and Watson Lake TMDLs and Stormwater Quality Monitoring Plan in an amount not to exceed \$117,500.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-184 to AMEC Foster-Wheeler for the Upper Granite Creek Watershed and Watson Lake TMDLs and Stormwater Quality Monitoring Plan in an amount not to exceed \$117,500.00.

- K. Award of City Contract No. 2015-183 to SAK Construction, LLC, for cured-in-place sewer pipe rehabilitation during a two-year period on an as-need basis, utilizing pricing through The Cooperative Purchasing Network (TCPN) Contract No. R5143, in an amount not to exceed \$1,500,000.00 (tabled item from the May 15, 2015, meeting)

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-183 to SAK Construction, LLC, for cured-in-place sewer pipe rehabilitation during a two-year period on an as-needed basis, utilizing contract pricing through The Cooperative Purchasing Network (TCPN) Contract No. R5143, in an amount not to exceed \$1,500,000.00.

- *L. Determination of the order of listing the City measures on the August 25, 2015, Primary Election ballot

RECOMMENDED ACTION: MOVE to approve the listing of the 2015 Primary Election ballot measures in the following order:

**Question 1 PSPRS Sales Tax
Question 2 Streets Sales Tax
Question 3 Open Space Sales Tax
Question 4 General Plan Ratification**

IV. 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:

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) 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));

- (v) 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));
- (vi) 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));
- (vii) 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)).

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.

Dana R. DeLong, CMC, City Clerk

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes for City Council Meetings held on April 7, 2015, and May 12, 2015

Approved By:

Date:

City Clerk: DeLong, Dana	05/20/2015
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Item Summary

Attached for approval are the City Council minutes of the Special Workshop Meeting held on April 7, 2015; Workshop Meeting held on April 7, 2015; and the Regular Voting Meeting held on May 12, 2015.

Attachments

1. April 7, 2015, Special Workshop Meeting Minutes
2. April 7, 2015, Workshop Meeting Minutes
3. May 12, 2015, Regular Voting Meeting Minutes

Recommended Action: MOVE to approve the City Council meeting minutes as presented.

PRESCOTT CITY COUNCIL
SPECIAL WORKSHOP MEETING
TUESDAY, APRIL 7, 2015
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL WORKSHOP MEETING OF THE PRESCOTT CITY COUNCIL HELD ON APRIL 7, 2015, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 9:02 A.M.

◆ **ROLL CALL**

Present:

Mayor Kuykendall
Mayor Pro Tem Kuknyo
Councilman Arnold
Councilman Blair - arrived at 9:09 A.M., departed at 9:46 P.M.
Councilman Lamerson
Councilman Lazzell
Councilwoman Wilcox

Absent:

None

I. DISCUSSION ITEMS

- A. Workshop No. 4 and Public Hearing for review of the 2015 Draft General Plan and receipt of public comments

George Worley, Planning Manager, addressed the Council. He talked about the changes and updates to the plan, and provided Council with a copy of the plan with a new draft date on the bottom left. He said the Plan was also posted on the City's web site. The text showed strike-throughs as a result of the first three workshop meetings. He said that he would not go through each line change, but would like to talk about the areas Council had questions about and the proposed map changes. At the end of the staff portion of the discussion, the public hearing should be opened to allow the maximum public input into the process.

Mayor Kuykendall asked if there could be changes to the General Plan after the April 14, 2015, public hearing. Mr. Worley responded that the process created by state law, allowed for public comment and input through the end of the public hearing on the 14th. If changes were made from good public comment and the Council wanted to adopt those changes, staff would revise and repost the document. Council's action on the 14th could be to adopt the Plan, as amended.

Mr. Worley said the General Plan Committee inserted Form Based Codes into the Plan, following the lead of staff. He noted that there was a presentation given by the Planning Director in Flagstaff on the benefits of Form Based Codes; some of that information was used in the plan to allow additional flexibility that the developer could adopt if he wanted to. The current Land Development Code was very specific with traditional zoning districts. The Form Based Codes would require that a particular area in town be designated to allow the code. That area would be withdrawn from the standard zoning districts. It would be at the property owner's discretion to propose the form based code.

Mr. Worley said the Land Development Code had several zoning districts that were very flexible and a Planned Area Development overlay. The Planning Commission Chairman said it was unnecessary to offer the Form Based Code concept. They adopted the General Plan with all of the Form Based Code references withdrawn. Council asked that it be reintroduced. He said if Council wanted it in the Plan, they could direct staff to add it to the Plan.

Councilwoman Wilcox said her questions had been answered, and it sounded good to her.

Mr. Worley talked about the issue of the Countywide Housing Authority discussion at the second Workshop meeting. He said it was brought up by Lindsay Bell that a Housing Authority, controlled at the local level, had limited ability to effect much change because there was so much interactivity of work and housing. Mr. Worley noted that City employees may not live in the City. A countywide housing authority would be able to affect an area, through activities with other outside agencies that provided housing funding. He said one of the options proposed was to bring back language that would put a recommendation into the plan that the City encouraged pursuit of such an activity at a county level.

Mayor Kuykendall asked Lindsay Bell if she had any comments. Ms. Bell addressed the Council and said that she brought the idea forward at the request of a group of advocates in the community who had been working on housing and homeless issues. The coalition of agencies was led by the Prescott Area Shelter Services. She noted they looked at how the lack of affordable housing affected people who were trying to lift themselves out of a poverty cycle. She said they came up with the idea of doing a countywide housing authority. That would be a vehicle that would allow federal housing funds to come into the community. She said they did not want it attached to a single jurisdiction because the need was across the county. There were also costs involved with setting up the authority. She noted that the state had not been very effective in the past few years and Yavapai County received few housing dollars, like Section 8 vouchers.

Mayor Pro Tem Kuknyo asked if elected representation would be on the board. Ms. Bell said she thought it would be set up as a non-profit corporation for the purposes of

housing development. Mayor Pro Tem Kuknyo asked if setting up a countywide group would pre-empt the City in charting its own course.

Mr. Worley said it would be separate from government as a non-profit organization. The role of the City would be to promote it and participate wherever possible, such as zoning and infrastructure plans. He noted that it would be similar to working with Habitat for Humanity.

Councilman Arnold thought it was reasonable to include it in the plan. His expectation was that a housing authority would be needed as the workforce base grew over the years.

Councilwoman Wilcox said she would like to see it included. She noted that there was a misperception that authorities created slums and drew the wrong type of people. She said they had strict rules and could make great people environments.

Ms. Bell said not all of the housing grants went for congregate housing; there was a wide range of opportunities, like tax credit projects.

Councilman Lamerson said he did not have a problem including a non-specific strategy. He would look at this similar to a countywide health department. Mayor Kuykendall agreed and said the language was critical and the City was not trying to tell the County they should take the lead in a countywide plan.

Mr. Worley talked about the definition of the Wildland/Urban Interface. He said staff was using an older definition that did not match the current Wildland/Urban Interface Code the City adopted in January 2015. He noted that the new definition was inserted in the General Plan for consistency.

Councilman Arnold said he appreciated the language being changed. He wanted people to understand that the interface went fairly deep into the center of town. He said the language was an official type statement and he did not know if it was broad enough to incorporate everything related to the wildland interface. Mr. Worley asked if it would be more effective if the Wildland/Urban Interface map was added as an addendum to the General Plan.

Councilman Arnold said it would be acceptable if reference was made that it was an addendum to the Plan.

Mr. Worley discussed the maps provided to Council. Staff added City owned properties that were acquired for the purposes of open space to the land use map. Boundary lines were added to the regional jurisdiction map for annexation purposes with Prescott Valley. He said there was a minor change to the circulation map to show that a portion of Williamson Valley Road was no longer identified for widening.

He said the other changes were associated with the Land Use Map. Since the adoption and recommendation by the Planning Commission of the draft Plan, there were two proposals made to modify the Land Use Map. The modification could occur with Council's approval.

He noted that one of the requests was by Arizona Eco Development. They wanted to make modifications to two particular areas. He said the airport water treatment plant was off the end of the runway with no true development in the area. The land use designation for the area showed very low intensity open space, which was a buffer area. Adjacent to that to the East was low density residential.

Councilman Blair asked if it that open space was privately held and did they know it was designated as open space. Mr. Worley responded yes to both questions. Mr. Worley said the current owner intended to make it higher density residential. He said the changes would also account for some change to commercial going to industrial, especially at the end of the runway. Due to close proximity to the airport, the land would not be conducive to any type of residential development. There would be few adverse effects to industrial operations due to airport noise.

Councilman Lazzell asked if the property would be worth more if it were rezoned to industrial, thus being more expensive if the City wanted to buy it back.

Jon Paladini, City Attorney, responded that the appraiser would look at what was the highest and best use. The actual zoning only had some effect on the appraisal value.

Councilman Arnold noted that the City would not actually be rezoning anything. He noted that there was a large odor easement protruding into the area and industrial would be appropriate.

Mayor Kuykendall asked about the proposed open space and if it was determined by FEMA. Mr. Worley said the original intent was to follow water courses with open space areas to protect the water course itself. FEMA protects some of them in the flood plain areas. The intent was to try to identify those as open space areas to discourage anyone attempting to build too close. He noted that it was possible to amend, depending on a number of steps. One would be to amend the FEMA map of the area and then to amend the land use and zoning designation to allow development to occur closer to the creek bed. Mr. Worley said the area was wide open and it was not necessary for someone to crowd the creek area.

Mayor Kuykendall said there was some consideration being given to channelization, closer to town that would narrow the existing channel considerably to create more usable land.

Mayor Pro Tem Kuknyo asked if Game and Fish had any plans for the Pronghorn in the area, because it looked like the City was going to close up State Route 89. He asked if they had a plan on what would happen to the herds that the area had.

Mr. Worley responded that they provided the City some language to incorporate into the plan that encouraged connectivity to open space. He said there were land use designations that provide for open space. The State Land Department had designated property they wanted to sell to raise money for Arizona schools. The state's intent was to develop those properties to their highest and best use and make the most money off of them as possible.

Mayor Pro Tem Kuknyo asked if it was possible to do some land swaps with the State that would work for everyone and not create a checker boarding of property. Mr. Worley said he had not heard of anything like that currently in the works.

Mr. Worley noted that there were two areas within the Arizona Eco Development proposal that came up. The Northern area he mentioned and the Southern area in the Granite Dells where a change was proposed from open space to a mixed use designation for part of the property and a slight change in the residential designation for some of the property. He noted that Jason Gisi was there to answer questions about the property.

Mr. Worley said the third proposal was a minor change to property which was under the control of Deep Well Ranches. It was placed under a ranching holding pattern land use designation in the 2003 General Plan. The property owner now requested a designation of low density residential development, so that when they came to the City for an annexation in the future, it would already have a land use in place. Craig McConnell, City Manager, said the pre-annexation agreement entered into with the City and Deep Well Ranch, included that area.

Lindsey Bell commented on the issues that Mayor Pro Tem Kuknyo brought up. She said State Land Trust land that was a checker board, did not have the authority to engage in a land swap. Their mandate required them to sell land at the highest and best use and get the most money possible. She noted that legislation was passed to set aside lottery fund money, about \$20 million per year, for state land preservation. Part of the plan was to allow a conservation designation on that property. She noted that authority was now gone.

Mayor Kuykendall asked if they had the authority to lease, he noted that land was being leased in Scottsdale. He said that he also understood that the conservation easement could be sold. Ms. Bell said she did not think that was available anymore and some of the things in Scottsdale were under the State Land Preservation Program that was only in existence for four to five years, because the money set aside from the lottery funds was spent in Maricopa County and some of it went into Scottsdale. The cities with local preservations groups applied for the conservation easements for Glassford Hill and "P"

Mountain, but those designations expired after five years. Mayor Kuykendall said State Land was leasing antennae sites on top of "P" Mountain.

Mr. Worley said he believed State Land could lease for commercial purposes.

Mayor Kuykendall asked about the new road alignment in place for the Deep Well Ranch bypass road. He asked if it should be identified on the land use map. Mr. Worley said they could show it on the land use map.

Mr. McConnell said it would be appropriate to show the latest, accurate information.

Councilwoman Wilcox asked about the water agreement in the Deep Well pre-annexation agreement and if there would be water for the residential development

Mr. McConnell said the pre-annexation agreement had two parts to it. One was the pre-annexation agreement and the second part was the water agreement. He said there was a provision in the pre-annexation agreement that contemplated the use of the water, which was provided according to the settlement. The pre-annexation agreement came with settlement water, which was intended by both parties, to be used within the boundaries.

Mr. Worley introduced Jason Gisi, from Arizona Eco Development.

Jason Gisi, representative from Arizona Eco-Development, addressed the Council. He said they would be adding some density to the residential piece to the North of the interchange and would have to sort out the water in order to develop the residential subdivision. He said they would get into more specific land use by area as they moved forward with a Prop. 400 annexation. He said it would be in the Fall before the formal submittal was made. They were just setting the table for future submittals that would come before the City of Prescott.

Councilwoman Wilcox said it seemed like they were asking for increase in density over all of the properties, at first look. They were asking the City to give the land owner a benefit now, without having gone through the committee process. She asked what benefit the City would gain in return for seeing an increase in density of development and why it came before the Council at that time, prior to the committee process.

Mr. Gisi responded that as they moved through what was a bankruptcy foreclosure, they secured title to the property. He said they made an informal presentation to staff who asked if they wanted to amend the General Plan so they would not have to go through a major plan amendment in the future. Mr. Gisi said their answer was yes, since minor plan amendments were easier and they would not have to wait for state mandated election periods. He said the benefits to the City would not be described at the current level of planning.

Councilwoman Wilcox said that he mentioned there would be a future annexation request. She asked if the City would do a pre-annexation agreement at that point.

Mr. Gisi said yes because the Southern property enjoyed its own water rights and the property would need to be annexed and rezoned into the City of Prescott before they could execute the sever and transfer application. He noted that Arizona Eco had a couple different opportunities as it related to water. One was an historic water right that dated back to 1881, which was a 375 acre foot water right. The water was currently impounded in Watson Lake. He noted that they would probably call for the water in April to begin irrigating their fields. He said that SRP said, in writing, that they would not contest the water right. He said that Arizona Eco had been purchasing extinguishing credits and building their own water bank in addition to the historical irrigation right on Granite Creek. He said they had approximately 475 acre feet of water, as long as the 375 held up through the certification process. He said they were working on the acquisition of another 100 acre feet.

Councilwoman Wilcox said she liked the increased connectivity between the airport and Central Prescott with the possible annexation.

Mayor Kuykendall asked about a realignment North of 89A on the Peavine Trail to get it to the West, so it would not split the parcel in the middle.

Mr. Worley responded that it would probably be renegotiated through a pre-annexation agreement and would be designated as part of any subdivision plats that followed annexation.

Mr. Paladini said if Council chose to change the land use designations on the General Plan, it would not bind the City to do anything. He said the map was just a page of a broader plan.

Chuck McVey, resident, addressed the Council. He said he thought he was hearing a discussion about an increasing density around the airport that he witnessed in Southern California. He said it was currently happening in Santa Monica, where the residents wanted to shut down the airport. The airport in Huntington Beach was also shut down due to safety issues, according to developers. He said that he did not see a plan to increase the runway length in the General Plan.

Mayor Kuykendall said that until they settled the airport area itself, there was little that could be done with the land around the airport.

Mr. McConnell said there was an airport specific plan that addressed the concerns.

Mayor Pro Tem Kuknyo said Mr. McVey was correct. As the City of Prescott grew, the airport would also grow. He said there was personal accountability to building in that area. Planes would get larger and noise would be louder.

Mr. Worley said the Airport Specific Area Plan took a lot of that potential into account when that was developed.

Mr. Worley said this would be an appropriate time to open the public hearing.

Mayor Kuykendall opened the public hearing and asked for input.

Daniel Mattson, citizen, addressed the Council. He discussed why the General Plan Committee removed references to Form Based Code. He said Council would be counteracting the wishes of the committee if they put the references back in the Code. He felt the language was redundant because the Planned Area Development allowed for essentially the same thing. Regarding the Housing Authority, he said the committee desired to have the government be cooperative, but not run it. He said the Plan should be approved basically as it was.

Mayor Kuykendall thanked Mr. Matteson and Elisabeth Ruffner for their work on the General Plan.

Elisabeth Ruffner said she was happy to have served on the committee.

Leslie Hoy, resident, addressed the Council. She asked Council to look into where the water was actually coming from before they actually incorporated the map into the General Plan. She thought it was coming from the Little Chino. She did not appreciate that the annexation was being brought up at the last minute and felt that they were using the General Plan as a way to rush it through. She said that she hoped there would be a cost benefit study done, according to Prop. 400.

Ms. Hoy referenced page 71, 9.2.2, Strategy 1.2. She asked why the language was changed and who did the edits.

Councilman Arnold said he brought the item up at the last meeting. He did not want anyone to think that Prescott was “discouraging” industrial development. He wanted them to know that the City was concerned with it, but did not want to send the wrong message. He wanted people to know that the City would evaluate and address runoff issues.

Ms. Hoy said the language was not clear and it could be read that the City was evaluating the industrial discharges that had already occurred. She thought the wording might say “evaluate potential industrial discharges.”

Councilman Arnold said he would not have a problem adding that language.

Ms. Hoy continued, with page 82, Strategy 3.4, she said she had expressed her disappointment that the word “habitat” was removed. However, on page 69, Strategy 3.2 it said, “maintain conservation of habitats and eco systems within existing open space,

including the lakes". And on page 72, Strategy 2.1 it talked about the flora and fauna at the manmade reservoirs. She asked that the word "habitat" be returned to Strategy 3.4 on page 82.

Mr. Paladini said the goals and strategies were geared toward the specific sections. He said that it was not uncommon to have some tension between various parts of the General Plan.

Mr. Worley said the strategies were particular to the goals of the section. He said the focus in the Water Resources section was on augmenting the City water supply. He said it specifically had to do with the volume of water in the lakes associated with recreation.

Ms. Hoy said the birds and the trees also depended on the level of water. She asked if there should be consistency in the plan.

Councilman Arnold said the City had to take the obligation to Salt River Project (SRP), related to the water, into consideration.

Mayor Pro Tem Kuknyo said that before the City of Prescott bought the lakes, Chino Valley would drain them every year. He noted that when the City bought the lakes, they would be allowed to leave them with water for recreational purposes. The bird habitats developed as the lakes remained full.

George Sheats, addressed the Council. He talked about the word "habitat" and suggested the word be removed because the habitat did not help the Total maximum Daily Load (TMDL).

Dava Hoffman, resident, addressed the Council. She said the General Plan was thoroughly looked at and was an excellent document. She noted that the City had an excellent staff and the committee worked very hard on the Plan for several years. The Council was getting the best recommendations and advice. She thought it was a great representation of true democracy to go through the Plan as it was being done. It was a living document and could be amended at anytime.

Lindsey Bell, resident, said the Land Use Map was the only part of the General Plan that had the effect of law. She said Watson and Willow lakes were sold to the voters as a recreational amenity. There were plans for a certain level of conservation pool that would maintain the amenity that was absolutely part of the proposition that the voters approved by a 2-1 margin.

Ms. Bell commended the committee, the Planning and Zoning Commission and the Council for very thoroughly vetting the Plan. She appreciated the fact that the committee, planning and zoning, and the Council had thoughtfully considered what was brought forward by the citizens.

She said the Good Governance Committee had been facilitating some discussions with the community about "The Prescott We Want." She noted that they were talking with various groups about the General Plan and said it was important that the voters would be able to make an informed decision about ratifying it. She noted that the Good Governance had spun off a political action committee, which was for the purpose of promoting ratification of the General Plan. She noted that they produced a two page summary of the Plan.

Mayor Kuykendall closed the public hearing. He noted that there would be more public input on April 14, 2015.

II. ADJOURNMENT

There being no further business to be discussed, the April 7, 2015, Prescott City Council Special Workshop Meeting adjourned at 10:32 A.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG, City Clerk

PRESCOTT CITY COUNCIL
WORKSHOP MEETING
TUESDAY, APRIL 7, 2015
PRESCOTT, ARIZONA

MINUTES OF THE WORKSHOP MEETING OF THE PRESCOTT CITY COUNCIL
HELD ON APRIL 7, 2015, in the COUNCIL CHAMBERS located at CITY HALL, 201
SOUTH CORTEZ STREET, Prescott, Arizona.

♦ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:00 P.M.

♦ **INTRODUCTIONS**

♦ **INVOCATION** by Pastor Erich Sokoloski, American Lutheran Church

♦ **PLEDGE OF ALLEGIANCE** by Councilman Lamerson

♦ **ROLL CALL**

Present:

Absent:

Mayor Kuykendall
Mayor Pro Tem Kuknyo
Councilman Arnold
Councilman Blair attended telephonically at 3:20 P.M.
Councilman Lamerson
Councilman Lazzell
Councilwoman Wilcox

None

♦ **ANNOUNCEMENTS**

No announcements were made.

♦ **PROCLAMATIONS**

A. Proclaiming April 12-18, 2015 as National Telecommunications Week

Mayor Pro Tem Kuknyo read the proclamation. Chief Deputy Reinhardt, Chief Light, and Dave Essex, Training, Safety and Personnel Battalion Chief, accepted the proclamation.

B. Proclaiming April 2015 Parkinson's Disease Awareness Month

Councilman Lazzell read the proclamation and presented it to Judy Tally.

C. Proclaiming April 2015 Fair Housing Month

Councilman Arnold read the proclamation and presented it to Jerry Jones and Michael Sarti.

D. Proclaiming April 2015 Water Awareness Month

Councilwoman Wilcox read the proclamation and presented it to Annikki Chamberlain, Amanda Richardson, Chris Hoy, President of the Citizen's Water Advocacy Group (CWAG), Michael Byrd, Executive Director of Prescott Creeks Preservation Association.

◆ **PRESENTATIONS**

A. Presentation of Prescott WaterSmart Landscaping, a web-based interface for outdoor water conservation

Annikki Chamberlain, Water Resources Coordinator, presented. She noted that the information on the website regarding WaterSmart landscaping had been updated and would be used as a primary outreach tool for outdoor water conservation. The information could be found at www.prescottwatersmart.com.

She demonstrated the site and discussed the information therein.

B. Introduction of New Businesses – Chamber of Commerce

Neal Sneller, Membership Director, Prescott Chamber of Commerce, presented. He introduced the new members, which included the One Hundred Club of Arizona, AfterBurn Technologies, College and Career Decisions, Cornerstone Family Chiropractic, Farmer's Insurance Rex Townsend Agency, Finders Keepers Dating Service, Galloping Goose, The Iron Springs Design, Prescott Arizona Kennel Club, Prescott Firefighter Charities, Prescott Lobster and Seafood Company, Stotz Equipment/John Deere, and the Wild Iris Coffee Shop.

I. DISCUSSION ITEMS

A. Discussion of the Watson Lake Total Maximum Daily Load (TMDL) issued by the Arizona Department of Environmental Quality (ADEQ) and possible appeal

Leslie Graser, Water Resources Manager, presented. She said Dr. Ed Latimer, Principal Engineer AMEC Foster Wheeler E&I, Inc. would give the presentation. The firm was selected in 2013 to provide technical assistance to review the Arizona Department of Environmental Quality (ADEQ) report. The next step for the City, if chosen by Council, would be a formal action to appeal. She said the information given

that day was not intended to assess the various combinations of future improvement efforts that may be necessary.

Dr. Latimer showed a PowerPoint that included:

- WATSON LAKE TMDL
- FEDERAL CLEAN WATER ACT SECTION 303

Dr. Latimer said the act required that the state identify the water bodies that were impaired from a water quality standpoint and report them every other year.

- WHAT IS A TMDL?

It described a value of the maximum amount of pollutant that a water body could receive while still meeting a water quality standard.

- IMPAIRED WATER BODIES IN THE GRANITE CREEK WATERSHED

Watson Lake was listed for Total Nitrogen, pH, Dissolved Oxygen, and total Phosphorus impairments on the State's 303 (d) Impaired Water List as impaired for Total Nitrogen, Dissolved Oxygen and pH, based on sample results from 2002 and 2003. The listing had been confirmed in subsequent assessments, and Total Phosphorus had been added to the impairment list.

- GRANITE CREEK WATERSHED AREA OF INTEREST
- WATSON LAKE TMDL
- TMDL DEVELOPMENT TIMELINE

In 2004, the EPA defined Watson Lake and Granite Creek as impaired waters. Between the years 2010-2012, collection and analysis took place. The City engaged AMEC, a scientific consultant with TMDL expertise, in 2013. They discussed present concerns with the ADEQ staff. On April 1, 2014, ADEQ issued the Draft TMDL, which was open for public comments for 30 days.

- KEY CITY TECHNICAL OBJECTIONS TO THE WATSON LAKE TMDL ISSUED BY ADEQ
 - The use of the Verde River numeric water quality standards as endpoints
 - The use of the simplistic model, BATHTUB, for simulating the complex biochemical processes of the lake
 - The use of limited stream flow and lake data, plus relying on problematic data sets for model calibration
- RECENT ACTION REGARDING THE TMDL

Dr. Latimer noted that on March 6, 2015, ADEQ issued their official response to comments published in the Arizona Administrative Register. He said it started the 45 day appeal window. The TMDL would become official when it was approved by the Environmental Protection Agency (EPA).

He said it would be the last opportunity for the City to formally go on record regarding the concerns of the TMDL. He noted that staff was recommending an appeal of the TMDL. If Council approved the appeal he discussed steps that would need to be taken to support future water quality improvements and regulatory compliance.

- FUTURE EFFORTS FOR IMPROVING SURFACE WATER QUALITY
 - Development of a comprehensive watershed hydrologic model to assist in defining and evaluating actions taken in the watershed (upstream of Watson Lake)
 - Water quality monitoring

Councilman Lazzell asked what scientific approach they were questioning. Dr. Latimer responded that a very simplistic model was used, called “Bathtub”. They believed there were better models that could have been used. He noted that there were a lot of chemical processes that took place in the lake and the model used did not demonstrate the true nature of that.

Councilman Arnold said about a year ago the Water Issues Committee met to discuss the draft TMDL. He said staff’s recommendation to the committee was to go through the comment period to see if they could find resolution with ADEQ, which did not happen. He said he would like to vote on it the following week.

Councilwoman Wilcox asked what was involved in the appeal. She asked about the cost and risk to the City.

Jon Paladini, City Attorney, responded that the appeal was to an administrative law judge. A letter would be sent to ADEQ and the administrator for the judges to note that the City was filing an appeal. He said a mini-trial should be held within 60 days. In that timeframe, there was a process for mediation. He said if the mediation was not successful, it would be followed by a hearing. The City’s plan was to handle the case, in-house, with no outside legal help. There would be fees for the expert witness and possible discovery.

Councilwoman Wilcox asked what the consequence of doing nothing was. Mr. Paladini said the City would be stuck with the current TMDL. The City would then have to create a plan to remediate the problem, which may or may not work.

Councilwoman Wilcox asked what would happen if the City had no remediation and did nothing. She asked if there was a financial penalty. Mr. Paladini said that was not an option. ADEQ would order the City to do the remediation.

Councilwoman Wilcox asked for the ultimate consequence. She said that the EPA could levy costly fines against the City.

Ms. Graser said the community believed in healthy watersheds and healthy water bodies. She noted that with the appeal, the City would like to continue conversations with ADEQ. Ms. Graser said the TMDL was meant for the water body, but she did not think everyone understood the multiple uses of the water body. She talked about the Decision & Order and how the City had to move the water to uphold its water supplies for the community. She said that she would like ADEQ to understand the uses of the water body.

Councilwoman Wilcox was not advocating that the City do nothing. She said the Council and public needed to understand that there was a cost to do nothing.

Councilman Lamerson talked about the chemicals in the lake from the mining industries, controlled burns, drainage runoff from the roads, and who was accountable for the cost of the clean-up. Ms. Graser said the TMDL report spoke to waste load allocations, which attempted to divvy up the accountability.

Craig McConnell, City Manager, talked about waste load allocation. He said there was a meeting with ADEQ in which that was discussed. A general response was obtained. He said they looked at the watershed, who owns what property, what activity there was and then pointed fingers at particular parties. He asked what public interest would have been served if the water body did not meet the criteria. He said the water quality in the lakes met the requirements for recharge of Arizona Department of Water Resources.

Councilman Blair talked about the sediment in the lakes and noted that the lakes were reservoirs. He suggested draining and dredging the lakes.

Gary Worob, citizen, addressed Council. He referred to studies that had been with the lakes and summarized them to say drain and dredge the lakes, aerate them, and study them afterwards. He said the lake was a machine that had been fueled with bad fuel for many decades. Nothing that could be done upstream would affect the lakes as they currently were.

Staff was directed to bring this back on April 14, 2015.

- B. Library Advisory Board and Friends of the Prescott Public Library Presentation

Roger Saft, Library Director, noted that there were several speakers from the community to present the item.

Deb McCasland, Chair of the Library Advisory Board, addressed the Council. She noted that they were charged with recovering some of the costs of the library. They reviewed services that were not core services and instituted charges for library card replacements, fees to return borrowed books from other libraries, test proctoring fees, copy fees were increased, and fees to replace lost books. The fees had been increased again the prior month. She said a free public library did not charge for core services.

Ms. McCasland said they developed a strategic plan in their second year of activity. She said it was funded by the Friends of the Library and involved about 20 stakeholders who came up with a plan to increase efficiencies. The three core components were to create young readers, satisfy curiosity and lifelong learning, and visit a comfortable space. She noted that the plan was 80 percent completed.

Sharon Seymour, member of the Library Board, addressed the Council. She noted that the library had been in Prescott since 1903. She said Andrew Carnegie contributed millions of dollars for free public libraries. The cooperative effort of the libraries allowed the Prescott Library to offer over a million items to their patrons. She discussed various activities and services at the library.

Cathy Cunningham, President of the Friends of the Library, addressed the Council. She noted that they were founded in 1974 by community leaders that recognized that the library needed additional support. Their mission was to generate public and governmental support, raise funds to supplement City appropriated funds, identify and respond to needs and provide financial and other assistance to the library. The City had accepted and needed to maintain the primary funding through taxes. The Friends of the Library supported a large portion of facility maintenance priorities. She discussed their many purchases, including the carpeting for the two main levels of the library. She noted that the book sale was responsible for funding the adult and child programs. She said information needed to remain free.

June Sherrod, citizen, addressed the Council. She used the library five times per month and belonged to a book club sponsored by the library. She noted that the parking lot was usually filled and the library was very popular. Most of the computers were always in use and the book shelves with reserved books were full. She said that she had never had a book request refused. All age groups used the libraries. She and her husband had donated considerable money. She said it was top notch and urged the Council not to let it become anything else by the reduction of funding.

Councilwoman Wilcox said she was impressed with the people who were so passionate and dedicated to making the library successful. She had heard from many people who checked out the library before they made the decision to move to Prescott.

Mayor Pro Tem Kuknyo thought they all agreed with what was said. He reminded the audience how tight money was this year. He asked the library representatives to come up with suggestions as to what the City could cut from the budget. He said the budget discussion was real and there would be a lot of hard decisions and challenges ahead.

C. Discussion of revenues, expenses, and possible actions to address City finances and obligations in Fiscal Year 2016 and subsequent fiscal years.

Craig McConnell, City Manager, presented. He gave an overview of the past budget workshops.

Mr. McConnell discussed a three year phase-in option for the Public Service Personnel Retirement System (PSPRS) or coming up with the money for the next fiscal year. If the phase-in was not selected an additional expense to the General Fund of at least \$900,000.00 would occur. He said the budget was not balanced and the City did not have the money to pay that fee. The City would have to look at service cuts.

Two other potential sales tax increments had also been identified in previous discussions. Those were open space and public safety. He said the elephant in the room that had not been discussed in public, was the topic of the unfunded PSPRS liabilities for police and fire. The amount and growth of the liability overshadowed the future of the City's General Fund. He noted that Police, Fire, Recreation Services, Library and general government would all be affected.

The election time frames were important in order to get an item on the August 25 ballot. A special election had to be called at the next weeks voting meeting of April 14. That date would be an important check point for the issues they were discussing. He said staff was not proposing that any of the three items be placed on the ballot in any time frame; streets, open space, public safety or the unfunded retirement aspect of public safety. Each of these and how they related to ballot measures would benefit from in-depth conversation.

Mr. McConnell said the City participated in PSPRS, but they did not design it, nor do they have the power to redesign, unilaterally, the system. PSPRS was different than the Arizona State Retirement System (ASRS) in that it was not a pooled system. There was a separate retirement account for the City of Prescott that had to stand on its own. It was a defined benefit program and the City had no control over cost increases or the benefits that were provided. He noted that whether pension reform happened or not, the City of Prescott would be obligated to cover its unfunded liabilities, by itself. He said they were enormous and they were growing.

Councilman Blair asked if the City Manager would share with the Council the cost for employees with ASRS and the difference in cost for employees. Mr. McConnell said he would incorporate that slide in the following budget workshop.

Mayor Kuykendall asked what year the fund went into the negative. Mark Woodfill, Finance Director, said that pensions would have some level of liability. He said the benefits that were changed in the funds by the legislature, through the PSPRS statewide board and some investment losses that the PSPRS board experienced in the past 11 years had significantly added to the liability.

Mayor Kuykendall said the liability had grown for a number of years and asked if the City had done anything other than meeting the current requirements to pay off the liability. Mr. Woodfill said a portion of the employer rate was for the normal retirement cost and a larger portion was for getting rid of the unfunded liability portion.

Mayor Kuykendall asked if the City had more personnel on retirement than active workforce employees in public safety. Mr. Woodfill said because of the structure of the PSPRS, the drop program, earlier retirement than normal retirement systems and due to the fact of revenue restrictions over the years, the City of Prescott had not been able to increase the size of the police or fire force. He said there was a higher population of retirees than contributing members. He noted that the Police Department had 67 active members and 139 total members. The Fire Department had 123 total members with 53 active members.

Councilman Blair said the PSPRS Board in Phoenix continued to give their executives six digit bonuses throughout the year. He said it was irresponsible.

Mayor Kuykendall asked how many employees the City had in ASRS. Mr. Woodfill said there were about 400. He said the ASRS Fund was a different type of fund and the board was a multiple employer agency fund where the City of Prescott stood on their own. He said it was about 73 percent funded.

Councilwoman Wilcox asked what an unfunded liability was. Mr. Woodfill explained that the actuarially accrued liability for the Fire Department was \$52.5 million. The assets in the trust were \$16.7 million. The difference was \$35.7 million. That was the unfunded portion. He noted that the latest jump was related to the Fields case, which was a recent court loss that dealt with pension reform.

Mr. McConnell said the retirement system told the City what they needed to pay. He said the City could have put in more money every year to increase the funded portion but the funds may not have been available during the recession. He said the money was now due and he would have some serious effects on what services the City provided.

Mayor Kuykendall said he heard if there was pension reform, it would only be forward looking. Mr. Woodfill said it was usually a forward looking item. He noted that there were several groups at the state working on pension reform. There would be pension reform in the next year or two, but the current issue had to be dealt with.

Councilman Arnold said that for every dollar in payroll the City had to pay 66 cents. Mr. Woodfill said that was just to get rid of the unfunded liability. He noted that \$70 million had to be paid for the Police and Fire funds over the next 22 years. The City would pay \$167,194,000.00 over the next three years if Council chose the three year phase-in. He said the number was subject to change slightly each of the three years.

Councilman Arnold said the City would pay \$3.8 million in 2016 to meet their payment obligation for the unfunded portion of the fund. He noted that in 2024 it would be \$3 million more and in 2037 it would be \$7.8 million more. Mr. Woodfill said he was correct. It would only be getting rid of the unfunded portion and not all of the pension costs.

Councilman Arnold asked how much new revenue per year the City was seeing in increases. Mr. Woodfill said that it had been slow over the last seven years. In looking at taxes and the intergovernmental revenues this year, there was a \$230,000.00 increase from last year.

Councilman Arnold said the City had to find \$4 million of new revenue in 10 years, or cut spending an equal amount, just to cover the obligation to PSPRS. Mr. Woodfill said there was no correlation with the services the community demanded and the actual revenue. He said it did correlate with what the City could provide.

Mr. Woodfill discussed the money that could be saved the faster the payoff was made and the effects of the possible tax to strictly pay off the unfunded portion of PSPRS.

Alison Zelms, Deputy City Manager, addressed the Council. She talked about the General Fund. She showed a graph of City expenses and talked about the phase-in for payoff of the unfunded liability for PSPRS. She noted that after the phase-in, the City would have to cut \$1.9 million from the budget, without a new revenue source. That would equal the Library.

Mr. McConnell said they were not saying that there could not be other budget cuts in the General Fund. He said he asked Police, Fire, Library and Parks and Recreation Departments to prepare a contingency plan of up to a 10 percent budget reduction. He noted that there could be cuts in Police and Fire in order to keep the Library. The increased costs could be distributed across the other departments.

Ms. Zelms noted that cuts would be continuous because the unfunded liability would continue to grow.

Councilman Blair said this should be a wake-up call to people listening. He asked where it was in the City Code that said we could not charge for sending the Fire Department out on emergency medical calls.

Jon Paladini, City Attorney, said there were statutes that did not allow for charging people for sending out the fire or police departments. He said that fire districts had the

ability not to respond to someone who did not pay. He said there were some nominal costs that may be recouped for certain responses, like the stupid motorist law, if someone drove through a flood wash.

Councilman Blair asked what the recourse was in the .5 cent public safety adjustment tax was voted down. Mr. McConnell said the dilemma was that the City could not get rid of the liability. If the City contracted with the Yavapai Sheriff's office for law enforcement, there would be a cost to do that and it would not affect the unfunded liability.

Ms. Zelms said that in the current year budget pie chart, there were a lot of revenue sources that were not shown that helped the City. However, they did not help with the PSPRS liability. She said the City was efficient, but it was a small community with growth restrictions.

Mayor Pro Tem Kuknyo said these were promises that the City made to the public safety employees. He said it did not look like the City would be able to keep the promise.

There was a discussion about not doing anything to pay the unfunded liabilities in the coming year other than going with the 10 percent reduction from the departments in the General Fund.

Councilwoman Wilcox asked the legal department about what charges the City could and could not impose in the public safety area. She asked if an insurance company could be billed for a medical response call.

Mr. Paladini said that without having ambulance service the City did not have any ability to bill the insurance. He noted that cities who have obtained a certificate of necessity for ambulance service, like Yuma, had shown that it was not a positive source of revenue.

Councilman Lamerson talked about the compensation study. He noted that good personnel had been lost from the City in the past few years, because the City was not competitive for certain types of jobs.

Councilman Arnold said that 2033 was not the picture of a community that he would like to live in. He said he was very adamant against useless tax increases. If this Council did nothing, the Prescott he knew would not exist in two years. He thought the City needed to move forward swiftly, with a question put to the public on the next ballot.

Councilman Lazzell said he agreed, but the City had a budget coming up prior to the election. It was a gamble if any of the tax increases would be supported by the voters.

Councilman Arnold said as far as the FY16 budget went, Council had to plan for flat revenue and no increase in costs. He said staff had to come forward with a budget of what they currently knew. Mr. McConnell said staff had been thinking about the sequence of the budget. He said they did not assume that anything would pass on the ballot.

Mayor Kuykendall asked about time frames. Mr. McConnell said Council would have to adopt an ordinance the following week which would describe the purpose and duration of the levy. Mayor Kuykendall asked if there could be an effective date of January 1, 2016. Mr. Paladini said it would take less than a month after the November election to complete the canvass and then 30 days to put things in effect.

Mr. Woodfill said if it went into effect January 1, 2016, the City should see the additional revenue in February, even with the state collection.

Councilman Arnold thought it would be fair to have staff prepare a proposal. He wanted to discuss what that picture would look like at the various pay off levels. Council needed to have all of their options on the table on the 14th, so they could make a decision. He said he would like to see whatever combination of options existed for all proposed taxes.

Councilman Blair said the needs should stay on the ballot and the wants should stay off. He noted that the City had open space

Mr. McConnell said if they were talking about the November Election. He said it would be difficult to have ordinances crafted by next Tuesday. Council noted that they did not need an ordinance by the following week.

Mr. Paladini said by not asking for an ordinance for the following meeting, their decision was that if there was going to be a ballot item, it would be in the November election. He said there was still the issue of the .25 or the maintaining of the 1 percent for streets and roads that was continued from the last meeting to the next week. He said it could still be on the agenda or pulled. Councilman Arnold said they could not make a formal decision for a few more meetings on that issue.

Councilwoman Wilcox asked about the March 10th meeting when Councilman Arnold presented a list of budget items to increase efficiencies and the idea of collecting monies that had not been collected. She asked if staff was working on that.

Mr. McConnell said staff had responses to some of those proposals. Councilman Arnold said he had ten more items to discuss at the following meeting.

D. Legislative Update

Alison Zelms, Deputy City Manager presented. She noted that the session adjourned the previous Friday, with a couple of bills left on the floor. There were 345 bills passed, 224 signed, 6 vetoed. She noted that there were a lot of transaction privilege tax exemptions. There were changes to the truth in taxation requirements for secondary districts. The revised League Process for Policy committees would begin. The League asked for ideas prior to May 14th.

Councilman Blair suggested that everyone who had a budget issue based on PSPRS to rewrite the purpose of the fund.

Councilwoman Wilcox thought it would be helpful if they could hear from Brian Jeffers, who was part of the Firefighters Union. She noted that he had been working diligently on the PSPRS problem. They were interested in finding solutions. She would like to invite him to talk to the Council to say what steps the union saw as helpful.

Councilman Arnold said the multi-family solid waste collection passed. Ms. Zelms said it was signed by the governor, with a delayed effective date of July 1, 2016, and it required that the private hauler would have to give the City 60 days notice before they took on an account. She said it would be problematic to staff the solid waste department.

III. ADJOURNMENT

There being no further business to be discussed, the Workshop Meeting of April 7, 2015, adjourned at 5:34 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG, City Clerk

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, MAY 12, 2015
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON MAY 12, 2015, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:00 P.M.

◆ **INTRODUCTIONS**

No introductions were given.

◆ **INVOCATION**

by Pastor Jesse Liles, Willow Hills Baptist Church

◆ **PLEDGE OF ALLEGIANCE** by Councilwoman Wilcox

◆ **ROLL CALL:**

Present:

Mayor Kuykendall
Mayor Pro Tem Kuknyo
Councilman Blair
Councilman Lamerson
Councilman Lazzell
Councilwoman Wilcox

Absent:

Councilman Arnold - excused

◆ **ANNOUNCEMENTS**

No announcements were made.

◆ **PROCLAMATION**

A. Proclaiming May 17-23, 2015, as Emergency Medical Service Week
Councilman Lazzell read the proclamation and presented it to Chief Light.

I. CONSENT AGENDA

- A. Approval of minutes for City Council meeting held on March 26, 2015
- B. Adoption of Ordinance No. 4939-1477, approving an amended public trail easement for a City trail through the Embry-Riddle Aeronautical University campus
- C. Approval for the Fire Department to apply for various Fiscal Year 2016 grant funding opportunities
- D. Adoption of the 5-year HUD (Community Development Block Grant) Consolidated Plan for the period beginning July 1, 2015, and ending June 30, 2020
- E. Approval of City Contract No. 2015-171 with Central Basin Roofing, Inc., in the amount of \$18,773.00, for reroofing Fire Station 51 (General Fund)
- F. Award of City Contract No. 2015-171 for Fire Alarm/Intrusion Monitoring and Fire Suppression Services for various City facilities to B&W Fire Security Systems in an amount not to exceed \$20,000.00 annually
- G. Approval of purchase of one (1) ea. Fairbanks Model 4" 2823C replacement pump for the Pioneer Booster Pump Station from Hennesy Mechanical Sales, LLC, in an amount not to exceed \$10,874.00 (Water Fund)
- H. Approval of an extension of City Contract No. 2014-196E1 with Prescott Pro Sound, LLC, for sound reinforcement services for the 2015 Summer concert Series in the amount of \$14,300.00 (General Fund: Special Events)

Councilman Lazzell asked that Consent Agenda Item H be discussed separately. He asked if the expenditure would come from the Bed Tax Fund. Jeff Burt, Economic Development Director, responded that it was the third to fourth year that the item had come from the General Fund.

Craig McConnell, City Manager, said the focus of the events were for the community and not tourists. He noted that the events that had been supported in the past would be supported for the coming summer, with the caveat that the Public Safety Personnel Retirement System (PSPRS) transaction privilege tax that was placed on ballot for the upcoming election passed. He noted that if the ballot measure did not pass major reductions would begin in January 2016.

MAYOR PRO TEM KUKNYO MOVED TO APPROVE ITEM I.H.; SECONDED BY COUNCILWOMAN WILCOX; PASSED 5-1, Councilman Lazzell dissenting.

MAYOR PRO TEM KUKNYO MOVED TO APPROVE CONSENT AGENDA ITEM I.A. – I.G.; SECONDED BY COUNCILWOMAN WILCOX; PASSED 6-0.

II. LIQUOR LICENSE CONSENT AGENDA

A. Application for a Series 15 Special Event Liquor License

Prescott Frontier Rotary Club
Watters Garden Center, 1815 West Iron Springs Road
Applicant: Walter L. Hammond
City Application No. 15-0012S
Date/Time of Event: June 14, 2015, 5:00 pm – 8:00 pm

Dana DeLong, City Clerk, presented. The application had been reviewed and determined to be in compliance with City requirements.

MAYOR PRO TEM KUKNYO MOVED TO FORWARD THE PRESCOTT FRONTIER ROTARY CLUB SPECIAL EVENT LIQUOR LICENSE APPLICATION TO THE ARIZONA STATE LIQUOR BOARD WITH A RECOMMENDATION OF APPROVAL; SECONDED BY COUNCILMAN LAMERSON; PASSED 6-0.

III. REGULAR AGENDA

A. Public Hearing and Adoption of the CDBG 2015 Annual Action Plan

Tom Guice, Community Development Director, presented. He discussed the meeting dates and construction project that the Advisory Committee recommended for funding. He noted that \$152,000.00 would be used for the construction projects. The public service projects totaled \$35,121.00. He noted that this meeting was the final public hearing.

Jerry Jones, Committee Chair, addressed the Council. He said \$220,000.00 worth of requests for the construction portion came in. He said the decisions made by the seven member Advisory Group were difficult. He said they held a workshop for applicants and showed them how to fill out the applications.

Daniel Matteson, citizen, addressed the Council. He said that citizens that wanted to be involved in the process needed to come forward early in the process.

COUNCILMAN LAZZELL MOVED TO ADOPT THE 2015 CDBG ANNUAL ACTION PLAN; SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

- B. Approval of City Contract No. 2015-179 with Civiltec Engineering, Inc., for engineering services for the Crystal Lane Realignment Project in an amount not to exceed \$68,971.00

Steve Orosz, Program Development Manager, presented. The current Arizona Department of Transportation (ADOT) construction widening project on SR 89 included the construction of Deep Well Ranch Road between SR 89 and Ruger Road. He noted that it involved a possible parking facility for some of the businesses to use in the airport location.

Mr. Orosz said staff would like to have the project under construction the same time as the Willow Creek Road realignment, which would begin in the Fall. He noted that the funding was from the Streets and Open Space Fund.

Councilwoman Wilcox asked about the Airport Master Plan and how the project fit into the plan. Mr. Orosz responded that the Airport was part of the design team.

Mayor Kuykendall noted it was a relatively short project. He said the fuel farm used to be on that site. He noted that \$7,000.00 was slated for working with the neighbors and that there were no neighbors. Mr. Orosz said Ruger and Pure Wafer were considered the neighbors and their traffic patterns were being looked at.

Mayor Kuykendall said the budget was tight and staff should look at all costs closer than they had in the past. He questioned the design cost. Mr. Orosz said the budget for the project was done with money allotted for unexpected issues, so staff would not have to come back to Council.

COUNCILMAN LAZZELL MOVED TO APPROVE CITY CONTRACT NO. 2015-179 WITH CIVILTEC ENGINEERING, INC., FOR ENGINEERING SERVICES FOR THE CRYSTAL LANE REALIGNMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$68,971.00; SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

- C. Award of City Contract No. 2015-183 to SAK Construction, LLC, for cured-in-place sewer pipe rehabilitation during a two-year period on an as-needed basis, utilizing pricing through The Cooperative Purchasing Network (TCPN) Contract No. R5143, in an amount not to exceed \$1,500,000.00 (Wastewater Fund)

Joel Berman, Utilities Manager, presented. He showed a one-minute video of the cured-in-place piping. He noted that staff could realign pipe without putting a shovel in the ground. Traffic would not be disrupted. He said it would not work where there were capacity deficiencies. There would be no problems with roots getting into the pipes.

Councilman Blair asked what type of warranty it came with. Mr. Berman said he did not have the answer at this time.

Councilman Blair asked if the system could be used on the pipes in the creek beds and why they would not do those first. Mr. Berman said one of the initial projects that had been identified was a ten to twelve inch trunk main a mile long. He said they were targeting specific known problems. There were about 330 miles of gravity sewer mains and two thirds of that was within the roads. He said half of them could use the technology and the other half needed to be upsized.

Councilman Lazzell asked if the technology would save money. Mr. Berman said it was about half the price of a typical repair. Mr. Berman said staff had great success with the process in the City of Prescott.

Councilwoman Wilcox asked if it was possible to block up a service line on private property. Mr. Berman said staff would do a precondition video to make sure a service was not missed.

Councilman Blair asked for an explanation of the secured fund from wastewater. Craig McConnell, City Manager, said that was a separately accounted fund. The revenue to the fund appeared on utility bills and the only authorized use of the rate was for wastewater. It did not affect the General Fund.

Mayor Kuykendall said Council had a one page letter from The Cooperative Purchasing Network and had no information on who they were. He said they also did not know who SAK Construction was. He said they did not know if it was a competitive bid.

Mr. Berman said the City of Prescott had not had a contract with SAK Construction in the past. He noted that staff had done their research and they were very comfortable with the contractor. He noted that they had offices around the United States and provided services throughout Arizona. The Purchasing Network collected competitive bids that municipalities could utilize.

Mayor Kuykendall asked the City Manager if he was comfortable with the contract. Mr. McConnell said that type of work was specialty work; the work was performed by national contractors. He said it met all of the procurement requirements.

Mayor Kuykendall said he would vote no on the item because he was uncomfortable with the lack of information provided.

Mr. McConnell said this could be continued to the next meeting.

COUNCILMAN LAZZELL MOVED TO TABLE THE ITEM; SECONDED BY COUNCILMAN LAMERSON; PASSED 5-1, Mayor Pro Tem Kuknyo dissenting.

- D. Award of City Contract No. 2015-180 for painting five (5) City fire station equipment bays to Riddle Painting and Coatings Company in the amount of \$35,088.00 (General Fund)

Stephanie Miller, Field and Facilities Director, presented. The equipment bays at Stations 71, 72, 73, 74 and 75 have an accumulation of soot and exhaust particulates on the ceilings and walls from equipment exhaust, which collected throughout years of use. Prior to the installation of recently purchased air scrubbing machinery, designed to prevent that type of accumulation, a thorough removal of the existing particulates and painting of the bays was necessary.

Councilman Blair asked about the warranty. Ms. Miller said she did not believe staff asked for a warranty. She noted that staff asked for an increase in liability insurance.

Mayor Kuykendall asked about the 2 percent discount/net 20, and asked if it should be reflected in the motion. Mark Woodfill, Finance Director, responded that it would be paid as quickly as it was approved through the department. Ms. Miller said the invoice would be processed in time for the discount.

COUNCILMAN BLAIR MOVED TO APPROVE AWARD OF CITY CONTRACT NO. 2015-180 FOR PAINTING FIVE (5) CITY FIRE STATION EQUIPMENT BAYS TO RIDDLE PAINTING AND COATINGS COMPANY IN THE AMOUNT OF \$35,088.00; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

- E. Approval of Amendment No. 1 to City Contract No. 2015-098A1 for household hazardous waste disposal services with Clean Harbors Environmental Services, Inc., in the amount of \$47,610.00 (Solid Waste Fund)

Stephanie Miller, Field and Facilities Director presented. The Solid Waste Division hosted the annual Household Hazardous Waste (HHW) event on Sunday, March 22, 2015, at the Transfer Station. During the event, the Division collected 92,106 pounds of material and serviced 762 verified residents. The year's total weight exceeded the FY14 event's weight by 27,000 pounds. Due to the large increase in participation, additional funding of \$47,610.00 was necessary. She noted the Yavapai County would cost share the event with a \$28,000.00 reimbursement to the Solid Waste Fund for the event.

The Solid Waste Division was going to initiate an HHW awareness and information campaign. Staff wanted to better educate the community so they would not hang on to the materials to bring to the yearly event. She noted that people could reuse paint, give it to neighbors or take it back to where they bought it. She noted that funding was available in the Solid Waste Fund for the increased cost.

Councilman Lazzell said the education was a good way to go and he would like to see financial involvement from neighboring communities next year.

Councilwoman Wilcox asked if \$8,000.00 for travel was included in the original contract with Clean Harbors. Ms. Miller said the vendors who usually provided the services had several line items with prices for each. She noted the vendor came up the night before and processed materials throughout the day. The vendor then packaged everything and created a manifesto for the solid waste. She said 18 Clean Harbor employees came up for the event.

Mike Carr, Sanitation Superintendent, noted that the department used the City of Mesa's contract pricing because it was better pricing than the pricing of the company used last year. He noted that Clean Harbor brought three tractor trailers and the City provided forklifts. Mayor Pro Tem Kuknyo said it looked like their equipment operators made \$96.00 per hour on Sunday, which was double-time.

Mr. Carr said the labor rates were shocking, but it was in the bid and it was competitive with other companies.

Councilwoman Wilcox said she still had a problem with the original contract. It was an amount not to exceed \$70,000.00 and now Clean Harbors was asking for \$117,000.00. Ms. Miller said the original contract was not for an exact amount because staff did not know the quantity that would come in. She noted that it was based on prior history.

Mr. Carr said they averaged 154 pounds per vehicle. He noted that staff collected 24 refrigerators of which they paid for the evacuation of Freon.

COUNCILMAN LAMERSON MOVED TO APPROVE AMENDMENT NO. 1 TO CITY CONTRACT NO. 2015-098A1; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

- F. Approval of (1) award of City Contract No. 2015-182 to MRM Construction Services, Inc., for the rehabilitation and structural upgrade of an apron area used by the U.S. Forest Service and other general aviation aircraft, in the amount of \$1,337,740.54; (2) Authorization of Services No. 8 for construction phase administrative services by Dibble Engineering in an amount not to exceed \$160,521.00 (City Contract No. 2014-029A8); (3) performance of night work for the apron reconstruction; and (4) an increase in the Arizona Department of Transportation 90% funding grant to reflect the award of City Contract No. 2015-182 (Airport Fund)

Jon Cox, Airport Manager, presented. He noted that the City and the U.S. Forest Service entered into a land lease in April 1989. Part of the lease was for utilization of a general aviation apron, which the Forest Service used during the fire season between May and early August. The responsibility for maintaining and reconstructing the apron was the City's. A new lease was being negotiated and would be presented to the Council. He showed a map with the project site. MRM Construction would self-perform 86 percent of the project.

Councilman Blair asked about the 14 percent of the project they would not do. Mr. Cox said that would be done by subcontractors. Councilman Blair asked who the inspector for the asphalt would be. He also asked why concrete would not be used. Mr. Cox said the rigid concrete was more expensive and the staging area was done in concrete. He said the second part of the item discussed Dibble Engineering performing the construction administration for the pavement they designed.

Councilman Blair asked about the warranty on the asphalt. The Dibble consultant said the standard construction warranty was one year.

Mr. Cox continued with the second part of the item. He said Dibble Engineering provided the design services for the expansion that the Forest Service would be conducting with Forest Service Funds.

Mr. Cox said the cost for the construction administration services during the entire construction phase was \$160,521.00, which was negotiated through Airport staff and approved by the Arizona Department of Transportation (ADOT), of which ADOT was contributing 90 percent. The subcontractor to Dibble Engineering is CivilTec, who was providing 39 percent of the administration.

Mr. Cox said ADOT would fund full reconstruction, a complete removal and replacement of pavement, as long as the local forces consciously maintained the surfaces to extend the useful life.

Mr. Cox talked about the third area of the agenda item. He noted that it was for approval of any night work from 8:00 PM to 6 AM Monday – Saturday. He said the area was adjacent to the Eastside Industrial Park area, which was fairly remote.

Mayor Pro Tem Kuknyo asked if the construction would interrupt the fire season. Mr. Cox said this time period was identified by the Forest Service as being the most beneficial to them.

Mr. Cox talked about the fourth issue on the agenda item and said a grant amendment was anticipated from ADOT for 90 percent of the overage. The actual award was for the total project cost to be at \$1.6 million, which included the design and construction phase and construction administration. Once the bids came in, the total construction cost was \$1,649,143.00.

MAYOR PRO TEM KUKNYO MOVED TO (1) AWARD CITY CONTRACT NO. 2015-182 TO MRM CONSTRUCTION SERVICES, INC., IN THE AMOUNT OF \$1,337,740.54; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

MAYOR PRO TEM KUKNYO MOVED TO APPROVE AUTHORIZATION OF SERVICES NO. 8 UNDER CITY CONTRACT NO. 2014-029 WITH DIBBLE

ENGINEERING IN AN AMOUNT NOT TO EXCEED \$160,521.00; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0

MAYOR PRO TEM KUKNYO MOVED TO AUTHORIZE THE PERFORMANCE OF NIGHT WORK ON AN AS-NEEDED BASIS FOR THE PROJECT; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0

MAYOR PRO TEM KUKNYO MOVED TO AUTHORIZE THE MAYOR AND CITY STAFF TO EXECUTE ANY AND ALL RELATED DOCUMENTS TO ACCEPT AN INCREASE IN THE ARIZONA DEPARTMENT OF TRANSPORTATION 90% FUNDING GRANT; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

- G. Approval of purchase of one (1) ea. Bobcat 3650 Utility Vehicle with mower attachment from Bingham Equipment Company utilizing State of Arizona Contract ADSP013-00002042 pricing in the total amount of \$26,457.96 (Airport Fund)

Jon Cox, Airport Manager, presented. He said the item was to replace an existing residential lawn mower utilized at the Airport for two and one-half mowing seasons. Staff recommended a Tool Cat for rugged terrain. He said staff needed a backup mower for the 860 acres.

COUNCILMAN LAZZELL MOVED TO APPROVE THE PURCHASE OF ONE (1) EA. BOBCAT 23650 UTILITY VEHICLE WITH MOWER FROM BINGHAM EQUIPMENT COMPANY USING STATE OF ARIZONA CONTRACT ADSP013-00002042 PRICING IN THE TOTAL AMOUNT OF \$26,457.96; SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

- H. Award of City Contract No. 2015-181 to B & W Fire Security Systems for Airport 'F' Hangar Fire Suppression System Replacement, in an amount not to exceed \$86,024.99

Jon Cox, Airport Manager, presented. He said the 'F' hangar was a bottleneck hangar, which was City owned and publically leased. He noted that it was occupied by 14 tenants. The original sprinkler system was installed in 1993. It had numerous leaks and the most critical failures of the fire sprinkler system. He said many sections of pipe had been replaced by a certified contractor and inspected. There were numerous high-end aircraft in that hangar. He noted that there was an air pressure component that came with the system, which was stressed beyond its normal capacity.

Councilman Blair asked if the rest of the hangars would be inspected to make sure the City did not have liability. Mr. Cox responded that they had not had any leak identifications during their monthly operations inspections.

Councilman Lazzell asked if Mr. Cox anticipated the hangars staying in their current locations. Mr. Cox said they were at 99 percent occupancy and the demand was high for private storage areas. He said it represented about 75 percent of the revenue in the Airport Enterprise Fund.

Councilman Blair asked if the hangars stored items other than aircraft. Mr. Cox said aircraft was the primary storage in each hangar. He said there were no thermostats in the hangars.

COUNCILMAN LAMERSON MOVED TO AWARD CITY CONTRACT NO. 2015-181 TO B & W FIRE SECURITY SYSTEMS FOR AIRPORT 'F' HANGAR FIRE SUPPRESSION SYSTEM REPLACEMENT, IN AN AMOUNT NOT TO EXCEED \$86,024.00; SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

- I. Request for Special Use Permit SUP14-001 for the installation of a cell tower at 1976 Commerce Center Circle [Site zoning Industrial Transition (IT), property owner: Western Newspapers, Inc.; APN 105-18344]

Tom Guice, Community Development Director, presented. The location of the subject property was within the Prescott Lakes Commerce Center, located east of Prescott Lake Boulevard and the cottages and adjacent to the BASIS School property. He said the zoning allowed for communication facilities with an approved special use permit. The Planning and Zoning Commission made a recommendation of 4:1 to approve the special use permit. The Chairman's vote against was made because he did not feel that alternative locations had been looked into.

Mr. Guice noted that Reg Destree, Reliant Land Services, had done an analysis of alternative sites. A letter was provided in the Council packet. It described the reasons why the alternate sites could not fill the gap for cell phone coverage, due to the topography in the area. Mr. Destree proposed modifications, which included the rotation of the location of the equipment. He suggested moving the monopole from the southeast corner to the northwest portion of the compound. That would increase some of the setbacks from the east property line from 20 to 30 feet and increase the setback from the south property line from 22 to 43.5 feet. Mr. Destree said Verizon was interested in reducing the overall height request from 75 to a maximum height of 65 feet and to reduce the antenna array from 12 to 6 feet. Verizon also proposed to do additional landscaping at the Prescott Lake Boulevard right-of-way, in the vicinity of the BASIS School driveway.

Mr. Guice said the Land Development Code (LDC) provided Council discretion to provide special use permits, including the reduction of the setback distance, as well as the height of the overall tower. He noted that since the property was zoned industrial-transition, maximum height within that district was 40 feet, and the set back required would be a minimum of the height of the tower.

Mr. Guice noted that there had been significant neighborhood opposition to the request. He noted that the correspondence that was received by staff in the Fall, when the item was being considered, was included in the Council materials. Also included were roughly 25 letters and emails when the notice was sent out that the item would be on the current agenda.

Matthew Podracky, Assistant City Attorney, addressed the Council. He discussed the limitations on local government's decision-making in the placement of a telecommunications facility, which included:

- The City may not discriminate among providers of functionally equivalent services.
- The City decision cannot prohibit or have the effect of prohibiting the provision of personal wireless services. The City's decision must be based on objective criteria set out in Prescott Land Development Code section 2.4.49.
- The City must act on a cell tower application within a reasonable period of time after the request is filed. The "reasonable period of time" requirement is determined on a case-by-case basis.
- The City may not regulate the placement, construction, or modification of telecom facilities on the basis of environmental effect of radio frequency emissions to the extent that such emissions comply with FCC regulations. The purpose of the requirement is to prevent telecommunications siting decisions from being based upon unscientific or irrational fears that emissions from telecommunications sites may cause UNDESIRABLE health effects.
- A City decision to deny a cell tower application must be in writing and supported by substantial evidence contained in a written record (i.e. relevant evidence as a reasonable mind might accept as adequate to support a conclusion).

Mr. Podracky said those were the five areas of concerns.

Mayor Pro Tem Kuknyo asked when the last time the environmental effects were examined. Mr. Podracky said they wrote the law in 1996. He did not know if it had been revisited.

Mayor Kuykendall said there had been a lot of communication regarding the environmental effects of the towers. He said that it was clear that the Council could not consider that argument and he advised the public to steer clear of that topic.

Reg Destree of Reliant Land Services and representing Verizon Wireless, thanked Council for considering the request. He gave some history on the site. He said the goal

was to place a site in the middle of an area that needed coverage, while taking terrain into consideration. He said he looked for commercial areas or areas similar to commercial IT zones. The commerce center was slightly east of the area, but an area that was not covered. He said the Prescott north site was located on a City water facility on a large tower and was leased from the City. It was on a mountain top and provided coverage to a large area. The problem was that the coverage would not drop down a hill, so a lower site was needed. He talked about the other sites leased by the City.

Mr. Destree said the problem site for Verizon customers was in the middle of the map he showed, which did not offer good coverage, especially in buildings.

He looked for sites that Verizon could co-locate on; there were none in the area. He said they also looked at doing another site at the Twin Lakes Market, but they ran out of ground space. A lot of their parking lot was owned by ADOT as part of the interchange for Highway 89. He looked in the primary search area in the Commerce Center. Another site considered was on commercial association land near the Sir Speedy. He said they were attempting to obtain as much of a setback as possible. He suggested the location maintained the best separation from all surrounding residential property. They would maintain 500 feet to the west and east.

Mr. Destree said the candidates were submitted to the engineer, who determined that the recommended location was the most appropriate location to fill in the coverage gap. After the neighbors and the Planning and Zoning Commission questioned the location,

Mr. Destree looked into some additional options. He talked to the BASIS School representative to place a site on the hill and they were not interested. He also looked at City property at Watson Lake Park, but that site would get some blockage back to the southwest and would not fit in well with the plans for the park. They looked at additional APS poles along Willow Lakes Road, but there were issues with all possible locations.

Verizon was looking for approval in the southeast corner with the desire to stay as far away from any surrounding neighbors, as possible. He said the approval was requested because Verizon needed the site to cover a gap and the site recommended was the most appropriate. He said there was nothing currently built on the property. They could provide an engineer's letter to indicate that, in case of complete tower failure, the tower would remain on the property. In attempts to mitigate visual impacts, they proposed to bring in an antenna array, which would be the width of the actual antennas. He said they would reduce the antenna arm from 12 to 6 feet, which would reduce the number of antennas from 4 to 3. He said the top of the tower would be less than half the width of what normally was proposed. There was a possibility to make the pine tree 10 feet taller and the antenna would be concealed within the pine tree. He said it would be more noticeable if a pine tree were in the location because there were no pine trees in the area.

Councilwoman Wilcox asked why the 40 foot height limit existed in the Industrial Transitional Zone. Mr. Guice said it was really a transition zone from residential to commercial and industrial. He said it was intended to have the type of uses that were compatible with the nearby residential and similar height limitations. The height limitation in the residential zone across the street for the proposed site was 35 feet and then increased to 50 feet in the more intense industrial district.

Councilwoman Wilcox asked about the engineer letter that would state the tower was designed to fall within the property line. Mr. Destree said yes and that it was fairly common to supply a letter of that type. He said it would be submitted with the building permit application. Councilwoman Wilcox asked what would happen if there was a fire and the tower fell within the property line. Mr. Destree said Verizon had insurance and said anything could happen. Councilwoman Wilcox said insurance could never bring back a human life and there were many children in the school, within fire range.

Councilman Lazzell asked if they checked with Hughes Plumbing Supply. Mr. Destree said he did not speak with the owners because that location would not have worked as an antenna site due to the hills. Councilman Lazzell asked if they had thought about multiple smaller sites. Mr. Destree said the whole would not be served well by smaller sites.

Councilman Lazzell asked if Council was voting on a variance for the height. Mr. Guice said the telecommunication facility use required a special use permit, unless it was owned and operated by a governmental entity. Within the special use permit process, the Council could deviate from the underlying zoning standards to permit greater height and reduce setback. He said the setback was a health and safety consideration. In Article 2.4.49 of the Land Development Code, one of the criteria considered was whether the height of the cell tower was within the standard outline identified within the zoning district.

Councilman Blair asked if a communication tower had ever been located on top of a light pole or a traffic control pole. Mr. Destree said there were sites like that in the Valley, but they would be used for smaller cell sites to fill in gaps. He said he did not know of any traffic lights used in Prescott.

Councilman Blair noted that there was an existing pump structure on the north, northwest side of Willow Lake Road that was on City of Prescott property. Mr. Destree said that parcel was small and the area around it was flood or drainage area. There was also an issue with blockage toward the west. He said that people would notice the tower when then looked at the lake or the Dells.

Mayor Pro Tem Kuknyo said Council may be able to help with the ADOT right-of-way at the Twin Lakes Market location.

Craig McConnell, City Manager, said that was City right-of-way. The City swapped maintenance responsibility. He said it was City right-of-way from the Yavapai-Prescott Indian Tribe right-of-way to 89A. Mr. Destree said he spoke to Don Hersh, City of Prescott Real Property Specialist, regarding space on the ground within the Willow Lake right-of-way. He said APS could not replace the pole on the curve. The land space was too small where the other APS pole existed near that property.

Mayor Pro Tem Kuknyo asked Mr. Destree how he felt about the neighbors not wanting the tower near them. Mr. Destree said that he felt it would be less of an issue if there were a building already built on the property. He said the pole would barely be noticeable if it were on a 40 foot building. He said they decreased the height and width of the tower to mitigate the issue. In addition, they proposed three pine trees along the road. He said there would not be a location that would be further from residences. He said it was unfair to say "not in my backyard".

Mayor Kuykendall asked about the County site in the Dells. Mr. Destree said the County ordinance specifically forbid wireless sites within several areas and The Dells was one of them. The Mayor asked how the County could have that strict of an ordinance and the City could not. Mr. Podracky said he did not know if the City could not have that ordinance, but he did not think the City had one. Mr. Podracky said he would have to check it against the Federal Telecommunications Act to see if there would be a problem. Mayor Kuykendall said that the people living in Prescott Lakes would say that they had uniqueness that was important to them.

Mr. Podracky asked if the City prohibited cell towers in any areas due to geographic uniqueness. Mr. Guice said no, but sites that were not governmentally owned and controlled would require a special use permit. He said he was not familiar with the county's ordinance prohibiting wireless or cell towers in The Dells.

Councilman Blair asked if it was against APS's rules to put a cell tower on a high tension pole. Mr. Destree said they were owned by Department of Energy Western Area Power Administration (WAPA) and they allowed sites, but Verizon had been unable to get WAPA to change out antennas on the one used in Diamond Valley.

Kelly Soldwedel Thornhill, Prescott Newspaper Publisher, said they planned to expand on the property in the Commerce Center, and were currently at 1958 Commerce Center. She noted that the cell service was horrible and it was difficult to conduct business from the cell phones. They used Verizon and had tried Sprint, but that did not work either. She said she was thrilled to have the tower on their property to better the cell service.

Tom Cole, citizen, said they needed cell service and the tree would be in his line of view of the Dells, which was fine.

Don Kutcher, citizen, addressed the Council. He bought a home in the area in 2012 and did not have a cell phone service. He changed his vendor and phone, which did not work. He said there was no service in the area. Alarm systems were accessed through cell phones and 911 was called with a cell phone. He said they were denied cell phone service for the aesthetic value of "I don't want a tower in my neighborhood". He said people had to live with progress. They had to look at safety first, not aesthetics.

Max Phipps, citizen, addressed the Council. He said he had zero cell phone service in his home and he was in full support of the tower.

Mayor Pro Tem Kuknyo asked if there were covenants, conditions and restrictions (CC&Rs) on the property. Mr. Guice responded that there were and the City did not support CC&Rs. He said he had not seen them for the cottages, but he thought they would be different from the Commerce Center.

Mr. Destree said they had been working with the Commercial Association from the beginning and had been in front of their Board twice. He said some of the design elements were from their comments.

Dana McCreedy, citizen, addressed the Council. She said she owned a home in the cottages and was opposed to the application. She was a long time Verizon customer and was satisfied with her service. She noted that there were 72 pages of opposition within the agenda packet and discussed where the opposition was coming from and said that many of the BASIS School parents were unaware of the application. She asked Council to consider property values of all surrounding properties and to deny the application.

Bruce Wymore, citizen, and parent of child at BASIS School said the Telecommunications act did not forbid the Council from taking into account the welfare, health and safety of the people of the City. He said he had been around long enough to remember when the government said that asbestos was not harmful and the same for second-hand cigarette smoke. He talked about the decrease in property values due to the cell tower. He said staff did not consider how many people may be helped by the cell tower in relation to the number of people who would be hurt. He asked Council to deny the proposal in any of its variations.

Mayor Kuykendall asked what setbacks would do from the facility to another building if this facility was built as requested, and there was future commercial development on that lot. Mr. Guice said that setbacks were determined to the property line, not to adjacent structures.

Sharon Dale, citizen, addressed the Council and spoke in opposition of the proposal. She noted that she was a real estate agent and from her experience, she never had a buyer who was willing to live close to a cell tower or power lines. She said she was also opposed to the tower being so close to the BASIS School.

Councilman Lazzell said Prescott Lakes had one of the biggest power lines running through it and the houses were sold.

Mayor Kuykendall said his understanding was that BASIS had made a statement that they were in support of the tower. He asked for verification.

Kate Gofreson and Becky Ratliff, representatives from the BASIS School said they had not made any such statements. They said that several of their families had expressed concerns. Ms. Gofreson thanked the Council for their attention to the matter. She said the installation of the cell tower did not provide any benefit to the school. They asked that the tower be as far back as possible from the school property.

Mayor Kuykendall asked if they opposed the site. Ms. Gofreson said they were not taking any position, but their families had expressed concerns.

Elyse Rose, citizen, addressed the Council and spoke in opposition to the proposal. She suggested rebuilding the pole at the Twin Lakes Market or using the empty lot across from the Prescott Lakes sales center. She asked why the testimony was not sworn in, as it was a legal proceeding. She said Mr. Destree stated that Verizon wanted the tower because of the lack of coverage. She noted that nothing had been proven. She talked about the people who lived on Constable and suggested the power lines that ran almost parallel to their homes may cause the interference problems. Prescott Lakes was almost fully developed and there was an overwhelming amount of evidence that coverage was good to great except for a few properties on Constable. She requested that a study for need be done if Council was leaning toward approving the item.

Ms. Rose noted that the audience was told they could not consider health, because of the 1996 Act. However, the Act also stated, in Subsection 253B, "nothing shall affect the ability of the state to protect the public safety and welfare and safeguard the rights of consumers". She said it was a matter of legal interpretation. Other jurisdictions around the county had denied questionable placement of cell towers. Lawsuits against unnecessary towers and towers placed too close to cities and homes had been successful. She noted that other city attorney's had recommended against, for safety reasons. The current US standard for radiation exposure from cell towers was among the least protected in the world. She noted that New Zealand was 50 times more protective. The current US FCC standards for safe levels of exposures were based on 1980's research. She said the EPA did not agree with the outdated FCC standards and there had been recommendations that Electro-Magnetic Radiation (EMR) be classified as a probable human carcinogen. The California Public Utility Commission, among others, urged the cell phone industry not to locate towers near schools and hospitals. She noted that there was precedent from Prescott City Council and that a cell tower was denied when the location was near a school.

Ms. Rose said she was not against cell towers, but did not want an unnecessary tower near a school and homes for profit above principle, and said it flew in the face of the

motto "to serve and protect". She said that if the item was approved, she would contact all of the television stations and the FCC standards needed to be updated to 2015.

Pete Beckich, citizen, addressed the Council. He said that doctors were finding the most damage from EMR in neuro pathways in the nervous system and mostly in younger children. He asked if there was a diesel generator at the base of the tower. Mr. Destree said there was an emergency diesel generator within the shelter at the base of the tower. Mr. Beckich asked if that included a tank of diesel fuel. Mr. Destree said there was a 210 gallon diesel belly tank that generally had about 180 gallons in it. Mr. Beckich said the area received many lightning strikes during the monsoon season for three to four months. He said a 65 foot tower would be a prime place for a lightning strike. He asked Council not to approve the tower.

Jeannie Anderson, citizen, addressed the Council. She noted that the Land Development Code was there for a reason, so that everything was developed consistently. She noted that the tower would be 20 feet taller than a potential 40 foot building. She said there needed to be a larger setback.

Mayor Kuykendall asked what the Planning and Zoning vote was. Mr. Guice said it was 4-1 in favor.

Mayor Kuykendall asked if the City Manager saw any opportunity in that area where the City could help in easements or expanding the right-of-way.

Mr. McConnell said the Community Development Department met with Mr. Destree and the objective of that meeting was to ask Verizon to take a look at alternate sites. Mr. McConnell said that additional rights-of-way could be obtained, but there would be a cost to that. He said he did not think the City could condemn property for a private purpose. Verizon had done due diligence and responded to the City's request to look at alternate sites.

Mayor Pro Tem Kuknyo said they needed to find another site. He thought the City should work with Verizon and go to an area that already had a lot of lines.

Mayor Kuykendall asked about the height and setbacks in the Land Development Code. Mr. Guice said the previous zoning had the same setbacks and height requirements. Mayor Kuykendall said Council should stick by the Code.

Councilwoman Wilcox said she was opposed to granting the special use permit. She said based on the record that included all the materials in the Council packet and what the Council heard from people at the meeting, there would be a significant negative impact on the residents in the surrounding area. She said it would adversely affect property values. The height did not meet the criteria for a special use permit. She said sixty-five feet was twenty-five feet higher than the forty foot limit in this zone. She noted that the setback was a health and safety consideration. That was where her object was.

If they combined the fall zone with the fire danger, the proposed site was not the right site. She said there was a significant risk to people and property at the proposed site, so close to a school and to other businesses.

Councilwoman Wilcox said that Mr. Destree stated that Verizon cannot meet the sixty-five foot set-back for pole so the option the Council was given for condition of approval by staff would not work. She did not see how Verizon could live with the conditions that were given to adopt if the Council wanted to approve the item. She said there was only one escape route if there was a fire near the school. She said those were the reasons she was opposed to the special use permit. She thought there were other options that needed to be explored, and this was not the right site.

COUNCILWOMAN WILCOX MOVED TO DENY SPECIAL USE PERMIT 14-001 FOR THE REASONS THAT SHE HAD STATED; SECONDED BY MAYOR PRO TEM KUKNYO; PASSED 4-2, Councilmen Lazzell and Blair dissenting.

J. FY 16 and Subsequent Budgets – Council discussion, direction, and possible action

Craig McConnell, City Manager, noted that Item J was a standing item on the agenda. He said the first Budget Workshop would occur on Thursday, May 14, 2015, at 9:00 A.M. in the library.

IV. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of May 12, 2015, adjourned at 6:18 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 12th day of May, 2015. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2015.

AFFIX
CITY SEAL

DANA R. DeLONG, City Clerk

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: City Clerk

AGENDA ITEM: Approval to purchase a document retention and disposition module for the City's On-Base electronic document management system from Databank IMX, in the amount of \$19,914.88

Approved By:

Date:

City Clerk:	DeLong, Dana	05/20/2015
City Manager:	McConnell, Craig	05/20/2015

Item Summary

This item is for approval to purchase a document retention and disposition module for the City's On-Base electronic document management system. The requested module manages the retention and disposition of electronic documents to assure compliance with the management of public records in accordance with federal and State of Arizona laws.

The On-Base electronic document management software that is used for the management of the City's electronic records was developed by Hyland Software, Inc. Databank IMX (located in Phoenix, Arizona) is the western region distributor for Hyland Software products, therefore this is a sole source purchase made pursuant to the City's Procurement Code. The City's IT Department will install and configure the document retention module.

Background

The On-Base Electronic Document Management System (EDMS) is a software program that manages the creation, storage, and control of documents electronically. This digital imaging system offers many advantages including greater access to certain types of information, streamlined workflows, and a greatly reduced need for physical storage space.

In order to meet the requirements of the Arizona State Library, Archives and Public Records for an EDMS software program to qualify as a records management system, an EDMS must be capable of providing secure access, maintaining context, and executing disposition for all records in the system. The City's On-Base system is capable of providing secure access and maintaining context, but the document retention module that allows for the required disposition and timely disposal of official records was not purchased with the program. This inability to manage the retention of the electronic

Agenda Item: Approval to purchase a document retention and disposition module for the City's On-Base electronic document management system from Databank IMX, in the amount of \$19,914.88.

records in On-Base puts the City in the position of not complying with the federal and State of Arizona laws governing the retention of public records.

With the purchase of the On-Base document retention module, the City Clerk's Office will be able to effectively manage the retention and disposition of all the stored electronic records in On-Base, minimizing the legal risks associated with accumulation of expired records.

Financial Impact

The \$19,914.88 cost of the document retention module is an FY15 budgeted expense in the City Clerk's Office, and will be cost-recovered to the other operating funds of the City. The annual maintenance cost of \$2,560.00 will be budgeted by the IT Department, and similarly recovered through charges to user departments.

Attachments

1. On-Base Document Retention Module Proposal

Recommended Action: MOVE to approve the purchase of a document retention module for the On-Base electronic document management system from Databank IMX, in the amount of \$19,914.88.

May 14, 2015

Confidential Quotation

Prepared For: Cindy Kubaska
City of Prescott

Prepared By: Katie Goodwin
DataBank IMX

Here is the quotation you requested from DataBank. Please feel free to call if you have any questions.

Document Retention:

Item	Description	Unit Price	Qty	Total Price
DRIP1	Document Retention	\$10,000.00	1	\$10,000.00*
DRIPM1	Annual Maintenance – 1 st year (pro-rated upon approval/purchase)			\$ 2,000.00
WLIPN1	Workflow Named User Client	\$ 1,400.00	2	\$ 2,800.00
WLMPN1	Annual Maintenance – 1 st year (pro-rated upon approval/purchase)			\$ 560.00
Estimated Sales Tax (8.3%)				\$ 1,274.88
Total Price				\$16,634.88

*Total Price does not include any services to install/configure module. *(the City IT Dept. will perform this work)*
contingency for
Optional Item – Professional Services: *(Data Bank support services only if authorized)*

Item	Description	Unit Price	Qty	Total Price
PSINST-DB	Professional Services	\$ 205.00	16	\$ 3,280.00*
Total Price				\$ 3,280.00

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: City Clerk

AGENDA ITEM: Renewal of Off-track Pari-mutuel Wagering permit for Matt's Saloon located at 112 S. Montezuma Street submitted by Turf Paradise

Approved By:		Date:
City Clerk:	DeLong, Dana	05/18/2015
City Manager:	McConnell, Craig	05/19/2015

Summary

Turf Paradise is requesting to renew its Off-track Pari-mutuel Wagering permit for Matt's Saloon, and is currently in the process of renewing its Permit to Operate Additional Wagering Facilities with the Arizona Department of Racing. The requested term of the permit for Matt's Saloon is from June 1, 2015, through May 31, 2018.

Background

Matt's Saloon has held an Off-track Pari-mutuel Wagering permit for 10 years. The current Off-track Pari-mutuel Wagering permit for Turf Paradise expires on May 31, 2015. The Prescott Police Department conducted a search of their records and found no gaming-related incidents at the location over the past five years. State law requires that the permit be approved by the local governing authority.

Financial Impact

The City of Prescott received \$2,954.00 tax revenue from Turf Paradise from June 2013 to July 2014.

Attachments

1. Turf Paradise renewal request letter

Recommended Action: MOVE to approve renewal of the Turf Paradise Off-track Pari-mutuel Wagering permit for Matt's Saloon, located at 112 S. Montezuma Street, for a term of June 1, 2015, through May 31, 2018.



April 19, 2015

**Dana DeLong
City Clerk
City of Prescott
P.O. Box 2059
Prescott, AZ. 86302**

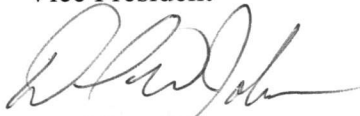
Dear Dana,

Turf Paradise is hereby requesting to renew its Off-track Pari-mutuel Wagering permit for Matt's Saloon, located at 112 S. Montezuma St. Prescott, Arizona. Turf Paradise is currently in the process of renewing its Permit to Operate Additional Wagering Facilities with the Arizona Department of Racing. The term of the permit applied for is from June 1, 2015 through May 31, 2018. Therefore, we ask that the term of the license for Matt's Saloon be valid until that date. A copy of the Permit to Operate Additional Wagering Facilities will be forwarded to you upon receipt.

**Applicant: David Johnson, Agent
Matt's Saloon
112 S. Montezuma St.
Prescott, AZ. 86301**

Thank you for your attention to this matter. If you have any questions or concerns please contact me at (602) 375-6431.

David Johnson
Vice President



Turf Paradise

MEETING DATE/TYPES: VOTING SESSION

5-26-15

DEPARTMENT: Golf Course

AGENDA ITEM: Ratification of emergency procurement for Antelope Hills pump station repairs, and authorization of payment to Foster Electric Motor Service, Inc., in the amount of \$31,957.71 (Golf Course Fund)

Approved By:

Date:

Recreation Services Director: Baynes, Joe	05/15/2015
City Manager: McConnell, Craig	05/18/2015

Item Summary

The Recreation Services Department is requesting Council ratification of procurement and authorization to pay Foster Electric Motor Service Inc., for necessary emergency repairs to the Antelope Hills irrigation systems pumps and variable frequency drive (VFD). The City Council was notified of the need for the emergency work via a memorandum dated April 16, 2015.

Background

The Antelope Hills pump station for the golf course irrigation system consists of four pumps and the associated controls. During the off-season, when watering demands are low, the course can be irrigated using a minimum of two pumps. As watering demands increase (typically starting in April) three or even all four pumps are necessary for watering in order to keep the course playing conditions at an acceptable level.

On Wednesday, April 8, 2015, the Antelope Hills Superintendent observed that Pump No. 2 had failed and Pump No. 1 was making an abnormal noise. A service call was made to Foster Electric Motor Service, Inc., for inspection. After pulling the pumps, it was determined that the bowl assembly on Pump No. 2 had broken away and Pump No. 1 had failed and needed to be rebuilt. Operational adjustments were made to manually water the course until the repairs could be completed. On Sunday, April 12, 2015, Arizona Public Service (APS) experienced a power surge and it was discovered the following Monday that it had caused major damage to the Variable Frequency Drive (VFD) that controls the speed at which the pumps run (making even manual watering almost impossible). Foster Electric was given the authorization to proceed on an emergency basis with the necessary repairs due to the inability to effectively irrigate the

Agenda Item: Ratification of emergency procurement for Antelope Hills pump station repairs, and authorization of payment to Foster Electric Motor Service Inc., in an amount not to exceed \$31,957.71 (Golf Course Fund)

course.

Financial Impact

The cost of the emergency repairs is being funded from the FY15 maintenance budget for the Golf Course. Additionally, an insurance claim related to the power surge has been filed in the amount of \$9,950.77, which will be applied toward the cost of the repair services.

Attachments

1. Invoice - Foster Electric Motor Service, Inc.

Recommended Action: MOVE to approve emergency procurement of repairs for Antelope Hills pump stations, and authorization of payment for services to Foster Electric Motor Service, Inc., in the amount of \$31,957.71.



INVOICE NO	182290
CUSTOMER NO	5058
PAGE NO	2

BILL TO

CITY OF PRESCOTT
1481 SUNDG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
JERRY WALSH
928.777.1120

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON
04/23/15	68993		NET 30	JOSH
QTY	DESCRIPTION		EACH	EXT AMOUNT
	Labor to perform balancing described above		540.00	540.00
26.00	BR-2-1/2X1-1/2 Brass		13.50	351.00
1.00	P-C8.00X120BT Pipe - Column, 8"X120", Butt Thread		375.00	375.00
1.00	PAK-T .375 Packing - Teflon Pump, 3/8"		2.85	2.85
48.00	PB-5/8X1-1/2 Bolt - Plated		2.18	104.64
2.00	SG-8.00 Gasket - Slip In, 8"		5.12	10.24
76.00	SPS 1-11/16 Shafting - Stainless Pump		7.80	592.80
114.00	SPS-1-1/2 Shaft - PSQ, 416, Stainless, Pump		3.50	399.00
1.00	WCF-075/075SR Connector - Strain Relief		9.42	9.42
1.00	WCF-075/125CGB Connector - Cord Grip - Basket		4.28	4.28

REMIT TO:
490 E. FRYE ROAD
CHANDLER, AZ 85225
PHONE: (480) 963-5416 FAX: (480) 899-5980
www.fe-azp.com

SUBTOTAL	8909.23
TAX	144.24
INVOICE TOTAL	9053.47



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ORIGINAL



INVOICE NO	182296
CUSTOMER NO	5058
PAGE NO	1

BILL TO

CITY OF PRESCOTT
1481 SUNDG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
JERRY WALSH
928.777.1120

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON	
04/24/15	68993		NET 30	JOSH	
QTY	DESCRIPTION			EACH	EXT AMOUNT
	Service work to remove and reinstall pump #1 @ Antelope Hills Golf Course Make connections and test for proper operation Boom truck service			2700.00	2700.00
REMIT TO: 490 E. FRYE ROAD CHANDLER, AZ 85225 PHONE: (480) 963-5416 FAX: (480) 899-5980 www.fe-azp.com				SUBTOTAL	2700.00
				TAX	0.00
				INVOICE TOTAL	2700.00



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INVOICE NO	182276
CUSTOMER NO	5058
PAGE NO	1

BILL TO

CITY OF PRESCOTT
1481 SUND OG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
JERRY WALSH
928.777.1120

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON	
04/13/15	69007		NET 30	JOSH	
QTY	DESCRIPTION			EACH	EXT AMOUNT
	Service work to troubleshoot pump station faulted and not turning on @ Antelope Hills Golf Course Bad transformer being replaced by APS - No power at station Found VFD faulted on ground fault and blown fuses on A & C phase Perform megger test on motors 3 & 4 - check okay (Motors 1 & 2 are currently being repaired) Replace blown 200A fuses supplied by customer Customer to reenergize station once power is restored by APS Outside service work			585.00	585.00
REMIT TO: 490 E. FRYE ROAD CHANDLER, AZ 85225 PHONE: (480) 963-5416 FAX: (480) 899-5980 www.fe-azp.com				SUBTOTAL	585.00
				TAX	0.00
				INVOICE TOTAL	585.00



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INVOICE NO	182277
CUSTOMER NO	5058
PAGE NO	1

BILL TO

CITY OF PRESCOTT
1481 SUND OG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
JERRY WALSH
928.777.1120

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON	
04/14/15	69007		NET 30	JOSH	
QTY	DESCRIPTION			EACH	EXT AMOUNT
2.00	Service work to check motors, contactors, overloads and j-boxes on motors 3 & 4 @ Antelope Hills Golf Ccourse Troubleshoot VFD and found bad rectifier - Remove VFD for further evaluation Advise customer proper operation across the line for temporary operation Start up #3 pump and adjust PRV to 145PSI and test for proper operation Note: Left customer with (2) 200 Amp spare fuses				
	Outside service work JJS200 Fuse - 200 A			810.00 54.05	810.00 108.10
REMIT TO: 490 E. FRYE ROAD CHANDLER, AZ 85225 PHONE: (480) 963-5416 FAX: (480) 899-5980 www.fe-azp.com				SUBTOTAL	918.10
				TAX	9.03
				INVOICE TOTAL	927.13



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INVOICE NO	182278
CUSTOMER NO	5058
PAGE NO	1

BILL TO

CITY OF PRESCOTT
1481 SUNDG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
JERRY WALSH
928.777.1120

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON	
04/21/15	69007		NET 30	JOSH	
QTY	DESCRIPTION			EACH	EXT AMOUNT
	Service work to install refurbished 125HP VFD on pump station @ Antelope Hills Golf Course Program drive and perform start up Check and adjust packing on pumps and check for proper operation Note: Advise customer pm pump is not working and should be removed for repair Note: Returned original bad drive to customer and left in pump house Outside service work			1800.00	1800.00
REMIT TO: 490 E. FRYE ROAD CHANDLER, AZ 85225 PHONE: (480) 963-5416 FAX: (480) 899-5980 www.fe-azp.com				SUBTOTAL	1800.00
				TAX	0.00
				INVOICE TOTAL	1800.00



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ORIGINAL



INVOICE NO	182280
CUSTOMER NO	5058
PAGE NO	1

BILL TO

CITY OF PRESCOTT
1481 SUND OG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
JERRY WALSH
928.777.1120

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON	
04/21/15	69007		NET 30	JOSH	
QTY	DESCRIPTION			EACH	EXT AMOUNT
1.00	ACH550-UH-157A-4 VFD - ABB 125HP, 460V Refurbished S/N 0082658749			5880.00	5880.00
	Incoming Freight Charge			300.00	300.00



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ORIGINAL



INVOICE NO	182309
CUSTOMER NO	5058
PAGE NO	1

BILL TO

CITY OF PRESCOTT
1481 SUNDG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
PUMP #2
JERRY WALSH
928.777.1120,

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON
04/30/15	69003		NET 30	JOSH
QTY	DESCRIPTION		EACH	EXT AMOUNT
	MFG: US/Flowtronex, HP: 125/5stg, FR: 405TP, RPM: 1780 ENCL: DP, VOLT: 460, AMPS: 147, S/N: PUMP 7271-2, MOD: BF73/12CHC			
	Inspect and test motor Motor passed all electrical and mechanical tests Disassemble pump, clean and inspect all parts Sandblast pump parts to clean up Replace column pipe with new Measure and record all fits and tolerances Machine work to fabricate new line shaft Machine work to fabricate new bowl shaft Machine work to fabricate new bowl bushings Machine work to fabricate new stuffing box bushing Machine work to fabricate new suction bell bushing Check balance on impeller(s) - correct as required Complete the assembly, final test and paint			
	Labor to rebuild pump - 3 phase		4270.00	4270.00
	Labor to perform machine work described above		2250.00	2250.00

Continued on next page

REMIT TO:
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INVOICE NO	182309
CUSTOMER NO	5058
PAGE NO	2

BILL TO

CITY OF PRESCOTT
1481 SUNDG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
PUMP #2
JERRY WALSH
928.777.1120,

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON
04/30/15	69003		NET 30	JOSH
QTY	DESCRIPTION		EACH	EXT AMOUNT
	Labor to perform machine work described above		540.00	540.00
26.00	BR-2-1/2X1-1/2 Brass		13.50	351.00
1.00	P-C8.00X120BT Pipe - Column, 8"X120", Butt Thread		375.00	375.00
1.00	PAK-T .375 Packing - Teflon Pump, 3/8"		2.85	2.85
48.00	PB-5/8X1-1/2 Bolt - Plated		2.18	104.64
2.00	SG-8.00 Gasket - Slip In, 8"		5.12	10.24
76.00	SPS-1-11/16 Shaft - PSQ, 416, Stainless Steel, Pump, 1-11/16"		7.80	592.80
114.00	SPS-1-1/2 Shaft - PSQ, 416, Stainless, Pump		3.50	399.00
1.00	WCF-075/075SR Connector - Strain Relief		9.42	9.42
1.00	WCF-075/125CGB Connector - Cord Grip - Basket		4.28	4.28
REMIT TO: 490 E. FRYE ROAD CHANDLER, AZ 85225 PHONE: (480) 963-5416 FAX: (480) 899-5980 www.fe-azp.com			SUBTOTAL	8909.23
			TAX	144.24
			INVOICE TOTAL	9053.47

REMIT TO:
490 E. FRYE ROAD
CHANDLER, AZ 85225
PHONE: (480) 963-5416 FAX: (480) 899-5980
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INVOICE NO	182310
CUSTOMER NO	5058
PAGE NO	1

BILL TO

CITY OF PRESCOTT
1481 SUNDG RANCH RD
PRESCOTT, AZ 86301

SHIP TO

ANTELOPE HILLS GOLF COURSE
PUMP #2
JERRY WALSH
928.777.1120,

INVOICE DATE	JOB NUMBER	YOUR ORDER NUMBER	TERMS	SALESPERSON
04/30/15	69003		NET 30	JOSH
QTY	DESCRIPTION		EACH	EXT AMOUNT
	Service work to reinstall pump #2 @ Antelope Hills Golf Course Make connections and test for proper operation Boom truck service		1200.00	1200.00
REMIT TO: 490 E. FRYE ROAD CHANDLER, AZ 85225 PHONE: (480) 963-5416 FAX: (480) 899-5980 www.fe-azp.com			SUBTOTAL	1200.00
			TAX	0.00
			INVOICE TOTAL	1200.00



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All past due Invoices are subject to Interest charge of 1.5% per month.

ORIGINAL

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: Economic Initiatives

AGENDA ITEM: Award of City Contract No. 2015-197 to Fireworks Productions of Arizona in the amount of \$20,300.00 for the 2015 Annual Fourth of July Celebration

Approved By:		Date:
Economic Initiatives Director:	Burt, Jeff	05/12/2015
City Manager:	McConnell, Craig	05/20/2015

Item Summary

This contract is for the fireworks show at the 2015 Annual Fourth of July Celebration at Pioneer Park.

Background

The Special Events Division produces the annual City of Prescott Fourth of July event at Pioneer Park. The single-day celebration attracts thousands of local and out-of-town attendees, and culminates with a fireworks show starting at approximately 9:00 p.m.

In 2011 - 2013, the City used the services of Fireworks Productions of Arizona to stage the show at a cost of \$18,105.00 per year per City Contract No. 2010-194. The 2014 fireworks show was also provided through Fireworks Productions, and included a one-time \$7,500.00 firework enhancement grant from *Destination America's* "Red, White and You" contest, which brought the 2014 contract to \$25,605.00.

Rescheduling or Cancellation

In the event that the City cancels and reschedules the fireworks due to an Act of God (such as but not limited to inclement weather), then in that event, the display will be rescheduled and the City will pay the vendor 10 percent of the total display fee for restocking and expenses incurred for preparation of the display provided, however, that the City telephonically notifies the vendor of the rescheduling no later than 8:00 a.m. on the date of the scheduled display.

AGENDA ITEM: Award of City Contract No. 2015-197 to Fireworks Productions of Arizona in the amount of \$20,300.00 for the 2015 Annual Fourth of July Celebration

Financial Impact

The \$20,300.00 cost of this contract is included in proposed Special Events FY 16 budget (General Fund). It should be noted that the cost of the Fourth of July celebration in past years has been offset through the sale of wristbands for attractions. These sales have ranged from \$55,000.00 to nearly \$70,000.00 (2014).

Attachments

1. 2015 Contract - Fireworks Productions of AZ
2. 2015 Bid Information and Proposal
3. 2015 Certificate of Insurance and License

Recommended Action: **MOVE** to award City Contract No. 2015-197 to Fireworks Productions of Arizona in the amount of \$20,300.00.



**2015 Prescott 4th of July Fireworks
City Contract No. 2015-197**

THIS AGREEMENT, made and entered into this 18th day of May, by and between FPA, Ltd. d/b/a Fireworks Productions of Arizona, County of Maricopa, State of Arizona, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: **ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Fireworks Productions of Arizona shall provide a fireworks display consisting of a \$20,300 dollar fireworks show. The shell count for the July 4th fireworks show will consist of a total of 2,318 premium shells. See attached Aerial Display shell count for a list of shell size and amounts for the event date of July 4, 2015. Time of fireworks show will start at 9:00PM or dusk, no later than 9:20PM. The Fireworks show will consist of a non-stop 22-25 minute show at the specified shooting area, Kuebler Field on Commerce Drive, Prescott, Arizona 86301. The Contractor will commence set-up of its display at the location designated by the City's Special Events Coordinator no later than noon on the day of the display. Notwithstanding the foregoing, in the event that the City cancels the display due to an Act of God (including but not limited to inclement weather), then, and in that event, the display will be rescheduled and the City will pay the Contractor 10% of the Display Fee (\$2,270.00) for restocking and expenses incurred for preparation of the display, provided, however, that the City provides telephonic notification to the Contractor of the rescheduling no later than 8:00 A.M. on the date of the scheduled display. In the event that the fireworks display is cancelled by an Act of God, e.g. inclement weather, after 8:00 a.m. on July 4, 2015, the City shall pay the Contractor \$6,010.00. All work performed under this Contract shall be done in a good, workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Economic Initiatives Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Economic Initiatives Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the

Mayor and Council per Council Minutes of May 18, 2015, Performance Bond, Payment Bond, Bid Bond, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of One (1) year. The contract may be extended for additional Three (3) year periods up to a total of Three (3) additional years, with the mutual consent of the City of Prescott and Contractor. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI), not to exceed upwards or downwards of three (3) percent.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of TWENTY THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$20,300.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. The City will pay the Contractor an additional TWO THOUSAND TWO HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$2,270.00) if the display is rescheduled pursuant to those terms and conditions found in ARTICLE I of this Agreement. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor 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.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an

independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he 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.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X- OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractors control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – BONDS

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to ARS Section 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City of Prescott. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors

in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

- C. All bonds 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 the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XII – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. 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. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Economic Development Director
City of Prescott
201 South Cortez Street
Prescott, AZ 86301

Fireworks Productions of Arizona
17034 South 54th Street
Chandler, AZ 85226

- D. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. 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.
- G. 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.

- H. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor 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 the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor'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 therefore, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. INSURANCE: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract 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 the Contractor, his 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 Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor 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 the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor'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 contract 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: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the City of Prescott Risk Management Division at 201 South Cortez Street, Prescott, AZ 86301. 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 Contract at any time.

Insurance Requirements - Contractor 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 \$ 9,000,000
- Products – Completed Operations Aggregate \$ 3,000,000
- Personal and Advertising Injury \$ 3,000,000
- Each Occurrence \$ 9,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 300,000

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

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

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

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

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

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

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	\$500,000
Disease – each employee -	\$500,000
Disease – policy limit -	\$500,000

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

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 commencing work under this Agreement, the Contractor 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.

K. Contractor Immigration Warranty

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

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

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

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

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

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it

has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

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

- L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

Contractor

By: _____

Title: _____

City of Prescott, a municipal corporation

Marlin D. Kuykendall, Mayor

Attest:

Approved as to Form:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney

INFORMATION FOR BIDDERS

MANDATORY PRE-BID MEETING: Monday, April 27, 2015, at 10:00 AM, City of Prescott Conference Call. -712-775-7031 Meeting ID #151-756-303

BIDDING REQUIREMENTS AND CONDITIONS: Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

CONFIRMATION OF BID. At any time after the opening of the bids the Special Events Manager may require any bidder on the project to confirm such bid in writing prior to contract award. The following certification language shall be submitted by separate letter on company letterhead when requested by the Special Events Manager:

I, the undersigned hereby certify the prices bid for the 2015 Prescott 4th of July Fireworks Show have been reviewed and I hereby confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount of \$ 20,300.00 as stated in the Bidding Schedule.

EXPERIENCE AND QUALIFICATIONS. When requested by the City, the Bidder shall supply a list of all public projects begun within the previous three (3) years prior to contract award. The project list shall contain all public projects entered into by the Bidder and shall include the project name and location, original and final contract amounts, project status and a contact name and information. The Bidder shall provide a description and explanation for any projects that were not completed successfully. Failure to provide complete and factual information may be grounds for rejection of the bid in accordance with City Procurement Code Section 1-27-1.18(K).

WITHDRAWAL OF BID. Any bidder may withdraw his bid, either personally, telegraphic, or by written request, at any time prior to the scheduled closing time for receipt of bids.

INTERPRETATION OF PLANS AND DOCUMENTS. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the specifications, or other proposed Contract Documents, or finds discrepancies in or omissions from the specifications, he shall submit to the City of Prescott Special Events Manager a written request for an interpretation or correction thereof no later than five working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made or delivered to each person receiving a set of such documents. Interested bidders may call or visit the office of the City of Prescott Special Events Manager with any questions up to 5:00 PM on the last Thursday prior to the bid opening date. The City of Prescott will no longer address or interpret any general questions or comments after 5:00 PM on the last Thursday prior to the bid opening date. Comments or questions received after the above referenced time will not be given consideration by the Department. Should any issue be determined significant to the project by the Special Events Manager, appropriate action will be taken. Voice: (928) 777-1349; TDD (928) 777-1100.

PRE-AWARD CONFERENCE. The City may require the apparent low bidder to attend a Pre-award conference in order to establish that the Contractor fully understands the scope, complexity and expectations of the project as described in the Contract Documents; to discuss issues, concerns, risk

areas and how to minimize them within the bounds of the contract; and to determine that the apparent low bidder is the most responsible and/or most qualified bidder in accordance with City Procurement Code Section 1-27-1.18(K).

The purpose of the Pre-award Conference is to ensure that all participants are apprised of their responsibilities and obligations regarding all applicable laws, rules, regulations and Ordinances contained in the contract documents prior to entering into a contract.

AWARD AND EXECUTION OF CONTRACT. The Contract will be awarded to the lowest qualified bidder complying with these instructions and with the Notice Inviting Bid. The City, however, reserves the right to accept or reject any or all bids if it deems it best for the public good, and to waive any informality in the bids received. The award, if made, will be within sixty (60) calendar days after the opening of bids.

ASSIGNMENT OF CONTRACT. No partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the City unless such assignment has had prior written approval of the City and the surety has been given due notice of such assignment in writing and has been given due notice of such assignment in writing and has consented thereto in writing.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER. The successful bidder may obtain additional Specifications for this project at no extra cost. If he desires more than the six (6) sets, he may purchase additional sets of Plans and Specifications from the Special Events Manager at the cost set forth in the Notice Inviting Bids.

NON-PERFORMANCE OF WORK TASKS BY THE CONTRACTOR. If the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; replace defective work; to repair or resurface, in a manner that is acceptable to the City and Engineer, public rights-of-way disturbed by his work which are a nuisance, hazard, impedes or endangers vehicular traffic and the public; the City may serve written notice upon the Contractor of its intention to have the work performed by others. Unless, within 3 calendar days after the service of such notice, the Contractor has made such arrangement & scheduled the accomplishment of said work tasks to the satisfaction of the City & Engineer, the City will proceed to have the work accomplished by others or by itself & deduct the costs thereof from amounts due to the Contractor.

INDEMNIFICATION OF CITY AGAINST LIABILITY. The Contractor shall defend, indemnify and hold harmless the City of Prescott, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnitee, be indemnified by Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Prescott, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City of Prescott.

BID SCHEDULE
2015 Prescott 4th of July Fireworks Show

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	SHELLS	1,220	EA		11,125.00
2	BASINS	1,000	EA		875.00
3	INSURANCE	1	LS		3,344.00
4	DELIVERY CHARGE	1	LS		1,200.00
5	PRICES SHALL INCLUDE ALL REQUIRED STAFFING	INCLUDED			2,700.00
6	FIRE DEPARTMENT PERMIT				300.00
Total					19,544.00
Applicable Tax (\$756.00)					
Rate 6.3 %					
Total Bid \$					20,300.00
Total Bid In Words					
Twenty Thousand, Three Hundred and 00/100 Dollars					



 Signature of Company Official
 PPA, Ltd. dba Fireworks Productions of Arizona

 Company Name
 17034 S. 54th St.

 Address
 Chandler, AZ

 City/State

 President

 Title
 480-948-0090

 Phone Number
 480-423-5430

 Fax Number
 85226

 Zip Code

PROPOSAL

Place: Prescott, AZ

Date: April 28, 2015

Proposal of Fireworks Productions of Arizona

(Name)

Corporation organized and existing under the laws of the State of Arizona; a partnership consisting of FPA, Ltd. or an individual trading as Fireworks Productions of Arizona

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, transportation, and services for completion of the 2015 Prescott 4th of July Fireworks Show, in strict conformity with the plans and specifications, at the total bid price of:

Twenty Thousand, Three Hundred and 00/100 Dollars
(\$ 20,300.00).

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.

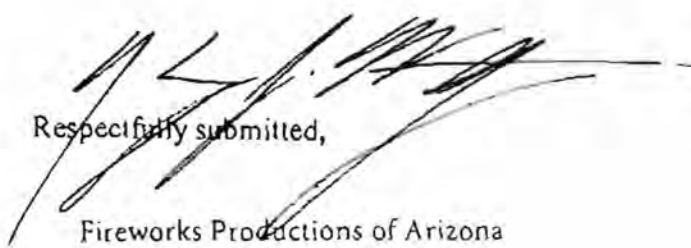
The project shall be completed on July 4, 2015 as set forth in the NOTICE TO PROCEED.

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 and the INFORMATION FOR BIDDERS hereto attached, and as more fully described in the attached contract and 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.

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:



Respectfully submitted,

Fireworks Productions of Arizona

Bidder

By: Kerry Welty

Title: President

Bidders Address, Telephone and Fax Number:

17034 S. 54th St.

Chandler, AZ 85226

480-948-0090 - office

480-423-5430 - fax

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

Lori Welty - Vice President

BIDDERS AFFIDAVIT

2015 Prescott 4th of July Fireworks Show

State of Arizona)
) ss.
County of Maricopa)

[Signature], being first duly sworn, deposes and says:
That he/she is President of Fireworks Productions of Arizona
(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:

SUBSCRIBED AND SWORN to before me by Kerry Welby this

28 day of April, 2015.

[Signature]
Notary Public

July 14, 2017
Commission Expires





City of Prescott

Project Number: 15-1003412-90024

2015 Prescott

4th of July Fireworks Show



BBB Rating: A+



Host Company for the 2013 APA National Convention

The City of Prescott
July 4th, 2015
Scope of Presentation

Fireworks Productions of Arizona, the state's largest and oldest-established fireworks company is honored to be considered for Prescott's 2015 celebration of our nation's independence.

Our presentation philosophy is simple, "provide the safest, most professional and exciting fireworks display to your audience and guests."

Our design for Maricopa's presentation is one of 1218 beautiful shells and over 1,100 fiery Multi-shot Basin effects blazing brilliantly for a combination of 2,318 amazing effects in a 20 to 25 minute display against the night sky over the city.

This presentation will open as follows:



Your celebration will open with a stirring, powerful barrage of **36 – 2.5" Titanium Salutes**, booming with flashes of bright light, to excite and thrill the citizens and guests of Maricopa.

The Main Show then begins. The darkened canvas of the night will come alive in gorgeous hues of brilliantly-colored shells.

Over the course of the evening, the audience will thrill to:



7 – 1.5" FPA Premier Multi-shot Basins will shoot 1,100 various effects adding an extra, unique blazing display in the sky underneath your high flying aerial fireworks.

These effects include (but are not limited to): *Red, White & Blue, Silver Crackling Crossette, Red & Green to Silver, Variety Crossettes, Pink & Lemon, Red & Blue, Red to White Strobe, Green & Yellow, Gold to Silver Crackling and Poison Spiders.*



252 – 2.5" Fancy's & Specials shells A combination of quality Fancies and Specials; including *Glittering Golden Peonies w/Glitter Comet, Crackling Red, White & Blue, Willow to Color, Blue & Purple, Silver, Gold, Blue, Red to Green, Golden Flashing to Red, Silver Wave, Yellow, Green* and a multitude more of crowd-pleasing colors bursting in Peonies, Waves, Willows, Chrysanthemums.



288 – 3" Fancy's & Specials shells providing beautiful hues and fiery effects.

A combination of quality Fancies and Specials; including *Glittering Golden Peonies w/Glitter Comet, Crackling Red, White Twinkling, Willow to Color, Half Blue & Purple, Silver to Blue, Red to Green, Golden Flashing to Red, Silver Wave to Yellow, Green Flashing Bees* and a multitude more of crowd-pleasing colors bursting in Peonies, Waves, Willows, Chrysanthemums and Diadems.



144 - 4" Fancy's & Specials shells and 72 - 4" Custom Designer shells will rise even higher spreading out across the sky.

These Fancies and Designer Specials will include *Red to Blue Crossettes, Brocade Green to Purple, Golden to Green Coconut, Glittering Blue to Crackling, Silver Wave to Red to Blue, Green Diadem to Purple, Red Chrys. w/ Blue Pistils, Yellow to White Flashing* and a large selection of *Crackling, Crossettes, Waves, Peonies, Diadems, Willows and Chrysanthemums*.



90 - 5" Fancy's & Specials shells and 36 - 5" Pattern shells will climb high and burst into a variety of shapes and colors.

This variety of Specialty and Pattern shells will include *Red to Blue Crossette Ring w/ Silver Crackling, Cross w/ Ring, Dancing Butterfly, Silver Thundering Dragon, Crackling Spider, Red Ring w/ White Strobe to Salute, Double Crossette Ring, Jupiter Star, Four Season Flower w/ Ring, Small Red Fish, Red Ring w/ White Strobe to Salute* and an assortment of gorgeous *Willows, Diadems, Peonies, Waves and Chrysanthemums*.



72 - 6" Fancy's & Specials shells and 18 - 6" Pattern shells with Strobes, Brocades Crackling, Waves, Peonies, Diadems, Willows and Chrysanthemums and Crossettes will bring roars of approval and pleasure. Included in the Pattern shells; *Double Hearts, Spiral Ring, Red Pointed 5 Star w/ Ring, Mickey Mouse, Red Rose, Four Color Change Rings, Red-White-Blue-3 Cross Rings, Spiral Ring, Silver Hearts, Blue Seven Stars w/ Silver Wave Red Ring, and Smiley Face*.



10 - 8" Fancy's & Specials shells will rise even higher spreading out across the sky.

These Fancies and Specials will include *Red to Blue Crossettes, Brocade Gold, Golden to Green Coconut, Glittering Blue to Crackling, Silver Wave to Red to Blue, Green Diadem to Purple, Red Chrys. w/ Blue Pistils, Crossettes, Waves, Peonies, Diadems, Willows and Chrysanthemums*.



Just when it seems there could be no more beauty in the sky, a rousing, breath-taking Grande Finale will add the final amazing, emotional rise in the celebration.

An amazing combination of **200** individual, fiery shells:

**108 - 2.5" shells, 50 - 3" shells, 32 - 4" shells,
8 - 6" shells and 4 - 8" shells**

This outstanding Grande Finale will turn night-time into day with fiery color bringing the audience and guests of Prescott into thunderous applause, having enjoyed a thrilling celebration of our nation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT
NAME:
PHONE
(A/C No. Ext): 216-658-7100 FAX
(A/C No.): 216-658-7101
E-MAIL
ADDRESS:

INSURED
Fireworks Productions of Arizona Ltd.
17034 S 54th St
Chandler AZ 85226

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest National Insurance Company	10120
INSURER B: Maxum Indemnity Company	26743
INSURER C: Travelers	5806
INSURER D: Everest Indemnity Insurance Co	10851
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1925010559

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Y	S18ML00014-131	10/9/2013	10/9/2014	EACH OCCURRENCE DAMAGED TO RENTED PREMISES (per occurrence) \$1,000,000 \$300,000 DED EXP (Any one person) \$ PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	Y	S18CA00008-131	10/9/2013	10/9/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	EXC0017189-03	10/9/2013	10/9/2014	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	4884P073	10/9/2013	10/9/2014	☒ WC STATU- TORY LIMITS ☒ OTH- ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Date of Display: July 4, 2014

Location of Display: Pioneer Park 1201 Commerce Dr

Additional Insured(s): State of Arizona; The City of Prescott, 201 South Cortez; it's officers, elected officials, employees, agents and volunteers; Prescott Fire Department; Yavapai County

CERTIFICATE HOLDER

City of Prescott
P.O. Box 2059
Prescott AZ 86302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 9-AZ-013-51-6L-00321
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher L. Reeves</i>	Expiration Date November 1, 2016
Name FIREWORKS PRODUCTIONS OF ARIZONA	

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**17034 S 54TH ST
CHANDLER, AZ 85226**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferee of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any change.)

FPA, LTD
FIREWORKS PRODUCTIONS OF ARIZONA
17034 S 54TH ST
CHANDLER, AZ 85226

[Signature]
Licensee/Permittee Responsible Person Signature
KERRY J. WELTY
Printer Name

PRESIDENT/CEO
Position Title
10/11/13
Date

Previous Edition is Obsolete

FPA, 17034 S 54TH ST, CHANDLER, AZ 85226 (9-AZ-013-51-6L-00321) Issued 10/11/13

ATF Form 5400-1 (Rev. 10/11/13)
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee, and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here X

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: FPA, LTD	
Business Name: FIREWORKS PRODUCTIONS OF ARIZONA	
License/Permit Number: 9-AZ-013-51-6L-00321	
License/Permit Type: 51-IMPORTER OF EXPLOSIVES	
Expiration: November 1, 2016	
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

13000 WORDS : 20000 CHARS : 1000000 CHARS : 1000000 CHARS : 1000000 CHARS

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

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Chief, Federal Explosives Licensing Center (FFLC) <i>Christopher L. Reeves</i>		Expiration Date	November 1, 2016

Name _____
FIREWORKS PRODUCTIONS OF ARIZONA

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
17034 S 54TH ST
CHANDLER, AZ 85226-

Type of License or Permit:

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

FPA, LTD.
FIREWORKS PRODUCTIONS OF ARIZONA
1705 E 54TH ST
CHANDLER, AZ 85226

Business of operation specified above: General Type of License or Permit: General

[Signature] **PRESIDENT**
Licensee/Personnel Responsible Person Signature Position Title

KERRY J. WELTY 10/14/13
Printed Name Date

Previous Edition is Obsolete

ATF Form 4000 (2-8-00) 15 Part
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needv Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3552
Fax Number: (704) 616-4401
E-mail: FBCC@arf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

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(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: FPA, LTD
Business Name: FIREWORKS PRODUCTIONS OF ARIZONA
License/Permit Number: 9-AZ-013-54-6L-00322
License/Permit Type: 54-USER OF EXPLOSIVES
Expiration: November 1, 2016
Please Note: Not Valid for the Sale or Other Disposition of Explosives

MEETING DATE/TYPES: VOTING SESSION

5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-195 for Zone 16 Waterworks Materials to FWC Supply, LLC, in the amount of \$15,659.51 (Water Fund)

Approved By:

Date:

Director:	Hash, Henry	05/20/2015
City Manager:	McConnell, Craig	05/21/2015

Item Summary

Parcel No. 110-06-002A, owned by Prescott Christian Church and located along Senator Highway, in City Water Pressure Zone 16, is being redeveloped. The redevelopment necessitates that the existing public water main be relocated and replaced to accommodate on-site improvements. The City has a capital improvement project programmed for Fiscal Year 2016 to provide improvements and upgrades to the Zone 16 water system. Since the development on the private parcel is progressing ahead of the capital improvement project, the City desires to have the water main installed at this time, larger than what is required to solely serve the private development, to facilitate construction of the eventual Zone 16 public improvements.

Hydraulic modeling performed by the engineer for the redevelopment, and verified by Public Works, has concluded that the proposed private development necessitates the installation of an eight (8) inch water main within the area of the parcel (see "Attachment 2"). The eight (8) inch transmission main will run for approximately 720 lineal feet across the parcel within an existing utility easement. Hydraulic modeling from the City's 2013 Water Model identified that adjacent properties (outside the subject parcel) and associated land use/zoning will place additional demand on the City water system necessitating a twelve (12) inch water transmission main within Pressure Zone 16. The twelve (12) inch transmission main will run for approximately 720 lineal feet across the property. To avoid replacement of the waterline which would otherwise be constructed by the property owner, the City has calculated the difference in installation and material costs between the 8" and 12" water transmission lines. Award of this contract will provide to the property owner the amount of pipe equivalent in value to the difference in cost between the 8" and 12" pipelines. Upon installation, pursuant to the Land Development Code, this will become a City public waterline.

Financial Impact

The City publicly bid the piping materials (pipe, valves, and miscellaneous appurtenances) necessary for both the eight (8) inch base size (to meet the redevelopment needs) and the twelve (12) inch size increase (to meet the City's needs). This differential pipe cost is added to the differential installation costs to determine an "overall up-size cost".

The City and the owner have agreed to the following differential installation costs associated with installation of the pipe:

- The cost differential for the larger trench excavation is \$1,309.50. This value is based on the larger (width and depth) trench necessary to install the difference between the eight (8) and twelve (12) inch pipe.
- The cost differential for the increased backfill material (bedding / shading) for the larger trench excavation is \$897.00. This value is based on the increased backfill material necessary to install the difference between the eight (8) and twelve (12) inch pipe.

The differential cost for the materials is based on a publicly procured solicitation. Bids from the solicitation are shown below in Table 1.

Table 1: Zone 16 Waterworks Bid Tabulation			
Company	Location	Bid Amount	Cost Differential (tax exempt)
Dana Kempner	Prescott, Az	12" - \$24,278.60	\$15,416.00
		8" - \$8,862.60	
Ferguson Waterworks	Phoenix, Az	12" - \$22,285.86	\$13,915.25
		8" - \$8,370.61	
FWC Supply LLC	Gilbert, Az	12" - \$21,714.04	\$13,439.10
		8" - \$8,274.94	

The total City contribution will be an equivalent value of twelve (12) inch pipe only. This value is determined by summing the differential cost of the excavation (\$1,309.50), backfill (\$897.00), and material (\$13,439.10). This sum (\$15,645.60) is then divided by the unit price of the twelve (12) inch pipe (\$22.07 per lineal foot) yielding 701.4 lineal feet of pipe. The lineal footage is rounded to the 702 lineal feet to reflect manufactured pipe increments (18 foot lengths).

The City will utilize the publicly bid piping material procurement to purchase twelve (12) inch pipe only in the amount of the increment of increased cost (702 lineal feet). Upon Council approval, the City will issue a purchase order for the pipe to be delivered to the property for installation. No other consideration for upsizing the pipe will be made. The property owner will be responsible for all other installation costs including, but not limited

Agenda Item: Award of City Contract No. 2015-195 for Zone 16 Waterworks Materials to FWC Supply, LLC, in the amount of \$15,659.51 (Water Fund)

to, labor, equipment, testing, permitting, and inspection.

Attachments

1. Zone 16 - Differential Cost Waterline Analysis
2. Vicinity Map
3. Bid Tabulation

Recommended Action: MOVE to award City Contract No. 2015-195 for Zone 16 Waterworks Materials to FWC Supply, LLC, in the amount of \$15,659.51 (Water Fund).

Attachment 1

Zone 16 Differential Costs Waterline Analysis

Cost differential to furnish and install a 8" waterline, valves and fittings versus a 12" waterline, valves and fittings

1. Cost differential to furnish pipe, valves, and fittings
Based on City procurement **\$13,439.10**

- 2.a. Cost differential for trench excavation and backfill
 - 12"
 - Length x Depth x Width of Utility Trench
 - $750' \times 5.6' \times 2.5' = 10,500 \text{ ft}^3 = 389 \text{ yd}^3$
 - Length based on plans prepared by Kelly-Wise
 - Depth based on 4' bury depth + pipe diameter + 0.5' bedding (City Detail 2-02P)
 - Width = diameter + 6" on each side to fit standard excavation bucket (City Detail 2-02P)
 - 8"
 - Length x Depth x Width of Utility Trench
 - $750' \times 5.26' \times 2' = 7,890 \text{ ft}^3 = 292 \text{ yd}^3$
 - Length based on plans prepared by Kelly-Wise
 - Depth = 3' bury depth + pipe diameter + 0.5' bedding (City Detail 2-02P)
 - Width = diameter + 6" on each side to fit standard excavation bucket (City Detail 2-02P)
 - Difference between 12" and 8" = 97 yd³
 - $97 \text{ yd}^3 \times \$13.50 / \text{yd}^3$ **\$1,309.50**
 - \$13.50 / yd³ based on construction estimates

2.b. Cost differential for additional shading and bedding

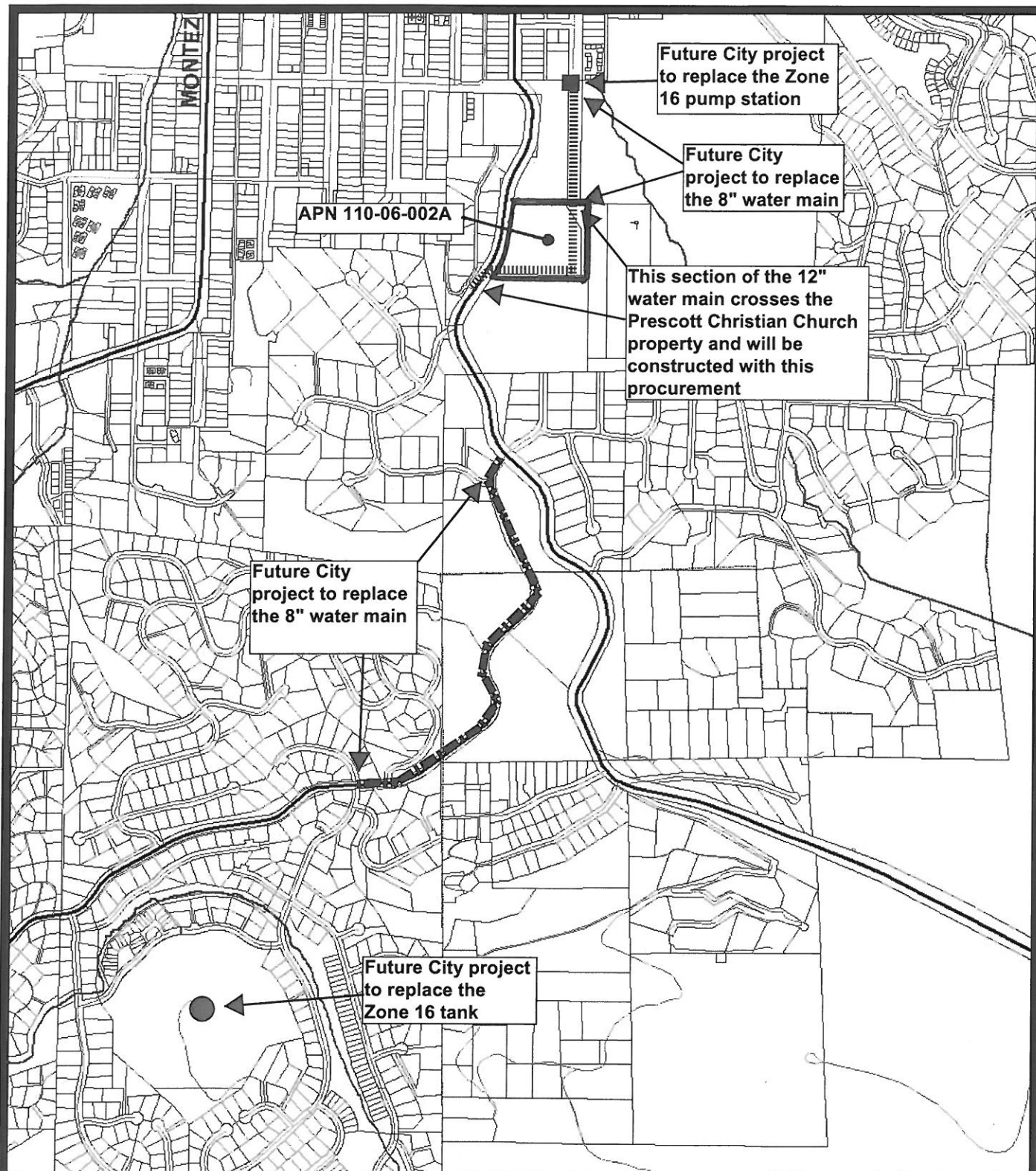
- 12"
 - (Length x Depth x Width) – (Pipe Area) within bedding and shading limits
 - $[(750' \times 2.6' \times 2.5') - (750' \times \pi \times 0.5^2)] = 4,286 \text{ ft}^3 = 159 \text{ yd}^3$
 - Width = 30" (City Detail 2-02P)
 - Depth = 31.2" (City Detail 2-02P)
- 8"
 - (Length x Depth x Width) – (Pipe Area) within bedding and shading limits
 - $[(750' \times 2.26' \times 2') - (750' \times \pi \times 0.33^2)] = 3,133 \text{ ft}^3 = 116 \text{ yd}^3$
 - Width = 24" (City Detail 2-02P)
 - Depth = 26" (City Detail 2-02P)
- Difference between 12" and 8 = 43 yd³ @ 1 yd³ = 1.6 tons = 69 tons
 - 69 tons @ \$13.00/ton **\$897.00**
 - \$13.00/ ton based on recent bids; including delivery

3. Total Upsize Cost-

From 1, above	\$ 13,439.10
From 2a, above	\$ 1,309.50
From 2b, above	\$ 897.00
Total	\$ 15,645.60

At \$22.307 per lineal foot for 12" water line, the upsize cost equals 701.4 lineal feet ($\$15,645.60 / \$22.307 = 701.4'$). Round to 702 lineal feet (18' lay lengths) = 702 LF * \$22.307 = **\$15,659.51**

The City will provide 702 LF of 12" water main, valued at \$15,659.51 for the public contribution.



Attachment 2
Zone 16 Tank, Pump Station and
12" Water Main Replacement

This map is a product of
 The City of Prescott



0 1" = 941'

Attachment 3
Zone 16 - Water Works Supplies

Item No.	Description	Quantity	Unit	Dana Kepner		Ferguson Waterworks		FWC Supply Inc	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	Price Sheet for 12"								
1	12-inch Waterline DIP CI-350, Slip Joint	720	LF	\$ 25.28	\$ 18,201.60	\$ 23.1200	\$ 16,646.40	\$ 22.307	\$ 16,061.04
2	12-inch MJ 90° Bend	1	EA	\$ 212.00	\$ 212.00	\$ 194.1600	\$ 194.16	\$ 194.16	\$ 194.16
3	12-inch MJ 45° Bend	3	EA	\$ 175.00	\$ 525.00	\$ 160.6800	\$ 482.04	\$ 160.68	\$ 482.04
4	12-inch MJ 22.5° Bend	3	EA	\$ 153.00	\$ 459.00	\$ 140.5900	\$ 421.77	\$ 140.60	\$ 421.79
5	12-inch Resilient Wedge Gate Valve MJ X MJ, w / Tyler Box & Cover or equal	1	EA	\$ 1,584.00	\$ 1,584.00	\$ 1,522.0100	\$ 1,522.01	\$ 1,543.62	\$ 1,543.62
6	12-inch X 12-inch MJ X FL Tee	2	EA	\$ 420.00	\$ 840.00	\$ 384.7000	\$ 769.40	\$ 384.71	\$ 769.41
7	12-inch X 6-inch FL Tee	2	EA	\$ 510.00	\$ 1,020.00	\$ 467.6200	\$ 935.24	\$ 467.62	\$ 935.24
8	12-inch X 8-inch Reducer	3	EA	\$ 418.00	\$ 1,254.00	\$ 383.1600	\$ 1,149.48	\$ 379.62	\$ 1,138.86
9	12-inch Blind Flange	1	EA	\$ 183.00	\$ 183.00	\$ 165.3600	\$ 165.36	\$ 167.89	\$ 167.89
	Total for 12"				\$ 24,278.60		\$ 22,285.86		\$ 21,714.04
	Price Sheet for 8"			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	8-inch Waterline C-900 (DR14), Slip Joint	720	LF	\$ 8.88	\$ 6,393.60	\$ 8.5100	\$ 6,127.20	\$ 8.423	\$ 6,064.56
2	8-inch MJ 90° Bend	1	EA	\$ 99.00	\$ 99.00	\$ 90.6400	\$ 90.64	\$ 90.64	\$ 90.64
3	8-inch MJ 45° Bend	3	EA	\$ 80.00	\$ 240.00	\$ 73.6400	\$ 220.92	\$ 73.65	\$ 220.94
4	8-inch MJ 22.5° Bend	3	EA	\$ 78.00	\$ 234.00	\$ 72.1000	\$ 216.30	\$ 72.10	\$ 216.30
5	8-inch Resilient Wedge Gate Valve MJ X MJ, w / Tyler Box & Cover or equal	1	EA	\$ 950.00	\$ 950.00	\$ 845.3600	\$ 845.36	\$ 814.73	\$ 814.73
6	8-inch MJ X FL Tee	2	EA	\$ 175.00	\$ 350.00	\$ 160.6800	\$ 321.36	\$ 160.68	\$ 321.36
7	8-inch X 6-inch FL Tee	2	EA	\$ 253.00	\$ 506.00	\$ 231.7500	\$ 463.50	\$ 231.75	\$ 463.50
8	8-inch Blind Flange	1	EA	\$ 90.00	\$ 90.00	\$ 85.3300	\$ 85.33	\$ 82.92	\$ 82.92
	Total for 8"				\$ 8,862.60		\$ 8,370.61		\$ 8,274.94
Cost differential between 8" & 12"					\$ 15,416.00		\$ 13,915.25		\$ 13,439.10

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: City Clerk

AGENDA ITEM: Public hearing and consideration of a new liquor license application for a Series 12 Restaurant License, from James Stephen Lolli, applicant for The Hungry Monk, located at 220 West Goodwin Street, Suites 101, 201, and 202

Approved By:

Date:

City Clerk:	DeLong, Dana	05/15/2015
City Manager:	McConnell, Craig	05/18/2015

Item Summary

James Stephen Lolli has applied for a new Series 12 liquor license for The Hungry Monk.

New License	The Hungry Monk 220 West Goodwin Street, Suites 101, 201, and 202
Applicant	James Stephen Lolli
Requested License Type	Series 12, Restaurant
City Application No.	15-257
State Application No.	12133620
Sixty-day Processing Deadline	June 14, 2015

Staff Recommendation

Police Department	In Compliance
Community Development	In Compliance
Public Comments Received	None

NOTE: State law provides that for new 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)

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 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 (b) 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.

Agenda Item: Public hearing and consideration of a new liquor license application for a Series 12 Restaurant License, from James Stephen Lolli, applicant for The Hungry Monk, located at 220 West Goodwin Street, Suites 101, 201, and 202

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. According to State law, proceeds from liquor license fees are required to be used for hospitality promotion (tourism development) purposes.

Attachments

1. Liquor License Series Number Definitions
2. R19-1-702, Arizona Laws and Regulations Relating to Granting a Liquor License

Recommended Action: (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny/make no recommendation for Liquor License Application No. 12133620, for a Series 12 Restaurant license, for The Hungry Monk, located at 220 West Goodwin Street, Suites 101, 201, and 202.

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.
- 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.

**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).

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: Finance

AGENDA ITEM: Presentation from the Arizona League of Cities and Towns Public Safety Personnel Retirement System Pension Task Force

Approved By:		Date:
Director:	Woodfill, Mark	05/19/2015
City Manager:	McConnell, Craig	05/20/2015

Background

The League of Arizona Cities and Towns created a Task Force to make recommendations regarding the State's Public Safety Personnel Pension System (PSPRS). The Task Force was convened in June 2014, and released its preliminary reform recommendations to the League's Executive Committee on May 15, 2015. These recommendations have become known as the "Yardstick", and identify the goals, characteristics, and elements of a viable and sustainable public safety pension system for Arizona. The recommendations propose the creation of a new pooled system for all new members, to distribute costs and liabilities across the broadest base (similar to ASRS). The presentation will review the approach and process used by the Task Force to develop their recommendations.

Attachment

1. Preliminary Recommendations to the League Executive Board

Recommended Action: For Council information and discussion; no formal action to be taken at this meeting.

May 6, 2015

Mayor Mark Mitchell
President, Executive Committee
League of Arizona Cities and Towns

RE: Pension Task Force's Preliminary Recommendations for Arizona's Public Safety Personnel Retirement System (PSPRS)

President Mitchell and Members of the Executive Committee,

The Task Force believes reforming PSPRS is one of the most important financial issues facing the taxpayers in the State of Arizona. We are very committed to solving the issue and I am pleased to submit our preliminary recommendations, referred to as the Yardstick.

The Yardstick

In June 2014, the Task Force was created by the Executive Committee and charged with reviewing PSPRS and making reform recommendations. The Yardstick (page 3) identifies the goals, characteristics, and elements of a viable and sustainable public safety pension system for the State of Arizona. Also, as the name implies, it is an evaluation tool for the current system and reform proposals.

Using The Yardstick: An Evaluation of the PSPRS

Page 4 shows an at-a-glance evaluation of the current system using the Yardstick. The current system only meets a few criteria of the Yardstick and the evaluation demonstrates the need for comprehensive reform. The current system is not sustainable. Major issues of the current system that need to be addressed include the individual plans, the funding of pension increases, and the governance structure.

Using The Yardstick: An Evaluation of the Labor Proposal

Page 5 shows an at-a-glance evaluation of the labor proposal using the Yardstick. Unfortunately, the proposal only meets a few criteria of the Yardstick. The proposal is not comprehensive and, for the issues it addresses, does not do so correctly. Our major concerns of the proposal include changing benefits for existing actives and retirees (which are subject to legal challenge), using a separate account which is funding from fixed employee and employer contributions for pension increases, and not any making changes to the governance structure (e.g. maintaining the individual plans).

Recommendations Regarding Communication and Evaluation of the Yardstick

The Task Force anticipates a varied reaction to the Yardstick and believes it is critical that a process be created to both communicate and solicit feedback. As such, the Task Force respectfully requests the Executive Committee authorize us to begin this process. The process will occur over the next four months and will conclude when the Task Force's final report and recommendations are delivered to the Executive Committee at the League's annual conference on August 22, 2015.

The process will be comprehensive, open and transparent. We expect it to include a televised public hearing that will initiate a public comment period. Also, the Task Force will do extensive outreach with core stakeholders including the Governor's Office, the Treasurer's Office, the State Legislature, the League's Resolutions Committee, labor associations, member entities, stakeholders, taxpayers, and subject matter experts.

A process to fully vet the Yardstick will serve to strengthen our final recommendations as well continue the current, robust public discussion.

I wish to thank the Executive Committee for their leadership and support on this issue. Also, I want to express my sincere appreciation to the Task Force members for their dedication and hard work. I look forward to our discussion at the May 15th meeting.

Sincerely,

Scott McCarty,
Chair, Pension Task Force

cc: Pension Task Force Members

The Yardstick

Preliminary Recommendations: May 15, 2015

Prepared by the League's Pension Task Force

1. DEFINED BENEFIT PLAN

- The pension benefit is predetermined by a formula based on employee compensation, age, and tenure of service

2. FREE FROM LEGAL CHALLENGE

- All current employees and all current retirees remain in the existing system

3. NEW STATEWIDE SYSTEM

- For employees hired after July 1, 2016

4. PLAN ELEMENTS OF THE NEW STATEWIDE SYSTEM

- **Pooled Assets and Liabilities.** Shares risk across the broadest base
- **Fully Funded.** Assets at least equal liabilities (at least 100%) over an economic cycle
- **Equal Cost Sharing.** Equal employer and employee contribution rates
- **Funding New Benefits or Benefit Increases.** Funded as a system component and only if the system is determined to be fully funded before and after the change
 - **Pension Increases.** To maintain purchasing power
- **In-Lieu of Social Security Program.** Mandatory participation in an employer-matched Defined Contribution plan for those members not in Social Security

5. GOVERNANCE STRUCTURE

- **System Design.** Structure which encourages sustainable outcomes
- **Funding Policy.** Identifies financial objectives to ensure equity and sustainability
- **Investment Policy.** Identifies beliefs and objectives regarding asset allocation
- **Board of Trustees.** Independent, qualified experts with fiduciary responsibility of ensuring compliance with Plan Elements
- **Administration.** Consolidated and one independent disability committee of qualified experts

Using the Yardstick:

An Evaluation of PSPRS

Preliminary Evaluation*: May 15, 2015

Prepared by the League's Pension Task Force

Yardstick	Included in Current System / Comments re. Current System
1. Defined Benefit Plan	Yes.
2. Free from Legal Challenge	No. Proposed changes to retirees in 2011 were overturned and changes to active employees are currently in litigation.
3. New Statewide System	No. New Tier (Tier 2) was created in 2011.
4. Plan Elements	
Pooled Assets and Liabilities	No. Individual plans.
Fully Funded (at least 100%)	No. Funding status of individual plans varies.
Equal Cost Sharing	No. Employee contribution capped at 11.65%; employer responsible for remaining amount.
Funding New Benefits or Benefit Increases	No.
Pension Increases to Maintain Purchasing Power	No. Based on investment performance (i.e. a dividend).
In-Lieu of Social Security Program	No.
5. Governance Structure	
System Design	No. Current system design is not sustainable.
Funding Policy	No.
Investment Policy	Yes.
Board of Trustees	No. Some board positions are not independent.
Administration	No. Local pension / disability boards exist.

*Not yet discussed and reviewed with PSPRS Administration.

Using the Yardstick:

An Evaluation of the Labor Proposal

Preliminary Evaluation*: May 15, 2015

Prepared by the League's Pension Task Force

Yardstick	Included in Labor Proposal / Comments re. Proposal
1. Defined Benefit Plan	Yes.
2. Free from Legal Challenge	No. The proposal is subject to two legal challenges (pension clause and contract clause) because it applies to existing employees and retirees.
3. New Statewide System	No. The proposal changes the current system which may result in the two potential legal issues referenced in #2 above.
4. Plan Elements	
Pooled Assets and Liabilities	No. Individual plans remain and separate inflation protection program created for pension increases.
Fully Funded (at least 100%)	No. Not addressed.
Equal Cost Sharing	No. Employee contribution capped at 11.65%; employer responsible for remaining contribution amount or a 10% contribution rate, whichever is greater.
Funding New Benefits or Benefit Increases	Yes. However, the proposal only addresses pension increases which are funded from a separate inflation protection program via a dedicated employee contribution of 4% and a dedicated 1% employer contribution. All other benefit increases are 100% employer funded because employee contributions are capped at 11.65%.
Pension Increases to Maintain Purchasing Power	No. Based upon investment performance (with a cap) and subject to retiree eligibility criteria (i.e. age and years retired).
In-Lieu of Social Security Program	No. Not addressed.
5. Governance Structure	
System Design	No. Not addressed.
Funding Policy	No. Not addressed.
Investment Policy	No. Not addressed.
Board of Trustees	No. Not addressed.
Administration	No. Local pension / disability boards remain.

*Not yet discussed and reviewed with Labor Associations.

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: Finance

AGENDA ITEM: Approval of the Public Safety Personnel Retirement System (PSPRS) employer rate for Fiscal Year 2016

Approved By:		Date:
Director:	Woodfill, Mark	05/06/2015
City Manager:	McConnell, Craig	05/15/2015

Item Summary

In May 2014, the PSPRS Board of Trustees adopted a 3-year phase-in policy to provide employers a measure of relief to absorb the significant employer rate increases resulting from actuarial changes and the court ruling in the *Fields* case. PSPRS requires notification by June 1, 2015, if the City wishes to use the 3-year phase-in option for Fiscal Year 2016.

Because of the limited growth in revenue projected for Fiscal Year 2016, and while awaiting the outcome of the dedicated 0.55% sales tax ballot measure pertaining to PSPRS unfunded obligations, it is recommended that the City opt for the 3-year phase-in rate. Not utilizing the 3-year phase-in rate would require significant initial budget reductions affecting services currently supported by the General Fund.

Background

Certain provisions of the pension reform measures in SB 1609, adopted by the state Legislature in 2011, relating to the calculation and payment of Permanent Benefit Increases (PBI's) for retirees, were overturned with the court ruling in the *Fields* case. With this change, the actuarial valuations for Fiscal Year 2016 result in a significant increase in rates for a majority of PSPRS employers, which prompted PSPRS to offer the optional 3-year phase-in rate.

Using the phase-in rate would result in lower contributions in Fiscal Year 2016, allowing the City to retain General Fund service levels while awaiting the outcome of the 0.55% sales tax ballot measure. If the tax is approved, the dedicated revenue generated will quickly eliminate the future higher cost of the phased-in rate by making available additional funds to send to PSPRS. If the 0.55% measure fails, significant cuts to General Fund service levels will have to be made beginning in early 2016, followed by a contribution at

the higher (non-phase-in rate) beginning July 1, 2016, to be confirmed in the Fiscal Year 2017 budget process.

Financial Impact

Adoption of the 3-year phase-in rate for Fiscal Year 2016 will defer the full impact of the rate increase (which would otherwise be \$1,112,690.00 in Fiscal Year 2016), by reducing it in the estimated amount of \$911,617.00 to \$201,073.00. Choosing the 3-year phase-in and contributing according to its related employer rate for the full three year period would increase the total cost of paying off the unfunded pension liability (presently \$70 million) by an estimated amount of \$1.9 million. However, as indicated above, it is expected that a higher contribution rate will be recommended in the City's FY17 budget, substantially reducing this \$1.9 million figure. This increased amount will either be paid with dedicated revenue from the approved 0.55% sales tax for PSPRS liabilities, or with funds that will be made available through significant reductions to expenditures and elimination of programming in the General Fund

If the 0.55% ballot measure fails and the City pays off the \$70 million over the next 22 years, the timeframe prescribed by PSPRS, the estimated cost would total about \$165 million. The cost to pay the \$70 million is increased in the absence of investment earnings on this unfunded liability.

Regardless of whether the City opts for the phase-in rate or the full actuarial rate, and regardless of any future system reforms, the existing \$70 million liability is owed in full to PSPRS by the City of Prescott within 22 years. If the 0.55% dedicated sales tax passes, the increased payments the City will be able to make will reduce the total of the payments made to eliminate the liability by a projected \$40 million over the 20-year life of the tax.

Attachments

1. PSPRS Estimated Cost for Fiscal Year 2016
2. PSPRS Phase-In Rate Authorization Form Fire
3. PSPRS Phase-In Rate Authorization Form Police

Recommended Action: **MOVE** to approve the 3-year employer phase-in rate for the Public Safety Personnel Retirement System (PSPRS) for Fiscal Year 2016.

Agenda Item: Approval of the Public Safety Personnel Retirement System (PSPRS) employer rate for Fiscal Year 2016

PSPRS Estimated Cost for Fiscal Year 2016

	<u>FY 15</u>	<u>FY 16</u>	<u>Increase in</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>
	<u>Rate</u>	<u>Rate</u>	<u>Contribution</u>	<u>Increase in</u>	<u>FY 16 Budget</u>	<u>Average</u>	<u>Average</u>
			<u>Rates</u>	<u>FY 16 Budget</u>	<u>Amount</u>	<u>Change per</u>	<u>Annual Cost</u>
						<u>Employee</u>	<u>per Employee</u>
Public Safety Retirement System							
Fire (Employees 53)							
City Actuarial Rate *	59.66%	74.49%	14.83%	\$ 518,294	\$ 2,698,578	\$ 10,226	\$ 51,363
City Alternative 3 year phase-in	59.66%	63.44%	3.78%	96,953	2,277,237	2,606	43,744
Employee	11.05%	11.65%	0.60%			414	8,033
Police (Employees 67)							
City Actuarial Rate *	50.27%	66.97%	16.70%	\$ 594,396	\$ 2,779,696	\$ 10,835	\$ 43,451
City Alternative 3 year phase-in	50.27%	55.12%	4.85%	104,030	2,289,330	3,147	35,763
Employee	11.05%	11.65%	0.60%			389	7,559
Total Actuarial Rate *				<u>\$ 1,112,690</u>	<u>\$ 5,478,274</u>		
Total Alternative 3 year phase-in				<u>\$ 200,983</u>	<u>\$ 4,566,567</u>		

Note - *

The large increase is the result of repeal of certain aspects of SB1609 related to the PBI.
A alternative 3 year phase-in of this change is available at the City's discretion.



Public Safety Personnel Retirement System Phase-In Rate Authorization Form

Prescott FD
Sys# 023

While it is recommended that employers contribute the full contribution rate, due to the reinstatement of the old PBI mechanism, the Board of Trustees of PSPRS has adopted a policy to allow employers to phase-in pension rate increases attributable to this old mechanism over 3 years. Plans that have a funded ratio below 50% are strongly encouraged to contribute the full amount.

Below are the full contribution rate, the phase-in contribution rate and the assumed cost over 22 years if the phase-in rate is selected:

Full Rate: 74.49%
Phase-In Rate: 63.44%
*22-Year Cost: \$867,974

** Based on 7.85% Interest and 4% Wage Inflation.*

This form should only be used if you are opting IN to use the phase-in contribution rate. By submitting this form you are electing to use the phase-in rate for the entire 2015-16 fiscal year. If you choose to use the full contribution rate, no further action is needed on your part and this form is not necessary.

To elect to use the phase-in rate, complete the authorization below and return to us as soon as you can by June 1, 2015.

All you need to do is:

- 1) Fill in authorizer name and authorizer position.
- 2) Sign and date the form.
- 3) Mail or email to our office.

More information about the contribution rates can be found in your actuarial report on pages A-2 and A-3.

Our actuary, Gabriel Roeder Smith & Company has supplied a Phase-In Decision spreadsheet for our website, located at www.psprs.com. Under the Main Menu select Local Board Training > PSPRS Phase-In & Pre-payment Tool (excel). Please consult this excel tool before making your final decision to use the phase-in rate.

As always, please feel free to contact us with any questions or concerns you may have.

By signing below, **Prescott FD (Sys# 023)** is opting to use the phase-in rate of **63.44%** for fiscal year 2015-16 and understands that this decision is estimated to cost an additional **\$867,974** over the remaining amortization period of the unfunded accrued liabilities.

Authorizer Name: _____ Authorizer Position: _____

Authorized Signature: _____ Date: _____

Please remit form to: Public Safety Personnel Retirement System (PSPRS)
Accounting Department
3010 E Camelback Rd, Suite 200
Phoenix, AZ 85016
financegrp@psprs.com



Public Safety Personnel Retirement System Phase-In Rate Authorization Form

Prescott PD
Sys# 024

While it is recommended that employers contribute the full contribution rate, due to the reinstatement of the old PBI mechanism, the Board of Trustees of PSPRS has adopted a policy to allow employers to phase-in pension rate increases attributable to this old mechanism over 3 years. Plans that have a funded ratio below 50% are strongly encouraged to contribute the full amount.

Below are the full contribution rate, the phase-in contribution rate and the assumed cost over 22 years if the phase-in rate is selected:

Full Rate: 66.97%
Phase-In Rate: 55.12%
*22-Year Cost: \$1,047,150

** Based on 7.85% Interest and 4% Wage Inflation.*

This form should only be used if you are opting IN to use the phase-in contribution rate. By submitting this form you are electing to use the phase-in rate for the entire 2015-16 fiscal year. If you choose to use the full contribution rate, no further action is needed on your part and this form is not necessary.

To elect to use the phase-in rate, complete the authorization below and return to us as soon as you can by June 1, 2015.

All you need to do is:

- 1) Fill in authorizer name and authorizer position.
- 2) Sign and date the form.
- 3) Mail or email to our office.

More information about the contribution rates can be found in your actuarial report on pages A-2 and A-3.

Our actuary, Gabriel Roeder Smith & Company has supplied a Phase-In Decision spreadsheet for our website, located at www.psprs.com. Under the Main Menu select Local Board Training > PSPRS Phase-In & Pre-payment Tool (excel). Please consult this excel tool before making your final decision to use the phase-in rate.

As always, please feel free to contact us with any questions or concerns you may have.

By signing below, **Prescott PD (Sys# 024)** is opting to use the phase-in rate of **55.12%** for fiscal year 2015-16 and understands that this decision is estimated to cost an additional **\$1,047,150** over the remaining amortization period of the unfunded accrued liabilities.

Authorizer Name: _____ Authorizer Position: _____

Authorized Signature: _____ Date: _____

Please remit form to: Public Safety Personnel Retirement System (PSPRS)
Accounting Department
3010 E Camelback Rd, Suite 200
Phoenix, AZ 85016
financegrp@psprs.com

MEETING DATE/TYPES: **VOTING SESSION** **5-26-15**

DEPARTMENT: **Airport**

AGENDA ITEM: Adoption of Ordinance No. 4940-1478 approving and authorizing Lease Agreement No. 57-8371-15-002, between the City of Prescott and the United States Government on behalf of the United States Forest Service for City property located at 2400 Melville Road (City Contract No. 2015-190)

Approved By:		Date:
Airport Manager:	Cox, John	05/13/2015
City Manager:	McConnell, Craig	05/20/2015

Item Summary

Approval of this ordinance will authorize the execution of Lease Agreement No. 57-8371-15-002, between the City of Prescott and United States Government on behalf of the U.S. Forest Service, for City property located at the Prescott Municipal Airport, more specifically at 2400 Melville Road. This new 20-year agreement will replace the current one which would otherwise expire on September 30, 2018.

Background

In 1989, the City entered into a Lease Agreement whereby the United States Forest Service (USFS) leased approximately 16.4 acres of City Of Prescott-owned property located at Ernest A. Love Field, for a Forest Service Air Operations Area. In the years 1991-1994, the Forest Service constructed new facilities at the lease site, to support its aerial fire suppression operations, at a cost of \$3,700,000.00. From 2001-2014, Forest Service expenditures for maintenance and improvements to the leasehold property totaled \$1,001,414.00.

The Forest Service is currently working with Dibble Engineering and Airport staff on an expansion and reconstruction project for their current facilities valued at \$1,200,000.00. Additional lease area/facility improvements planned and funded by the USFS during the 20-year term of the new lease are expected to be approximately \$2,000,000.00. The boundaries of the leased ground will change slightly from the original area, to allow for expansion and reconstruction of the premises (see attached Exhibit PRC Apron Reconstruction - USFS Apron Expansion).

Agenda Item: Adoption of Ordinance No. 4940-1478 approving and authorizing Lease Agreement No. 57-8371-15-002, between the City of Prescott and the United States Government on behalf of the U.S. Forest Service for City property located at 2400 Melville Road (City Contract No. 2015-190)

In order for the Forest Service to move forward with their expansion project, they have approached the City with a new 20-year Land Lease Agreement with a commencement date of June 1, 2015.

Financial Impact

The rental rate for the new lease is based on an appraisal completed by Harding & Associates in January 2015.

- The current lease rate is \$1,773.33 per year. The USFS made a one-time lump sum payment of \$53,200.00 to pay for the entire 30-year original lease now being replaced.
- The new lease rate is \$40,454.80 per year. Over the 20-year life of the lease, rental payments will total \$809,096.03.
- In addition to the lease rate, the USFS also pays fees to the City for landing and overnight storage of aircraft. These fees totaled \$66,983.00 from 2009 - present.

Attachments

1. Ordinance No. 4940-1478
2. USFS Land Lease No. 57-8371-15-002
3. USFS Land Lease Rider
4. USFS Lease Areas Exhibit
5. PRC Apron Reconstruction & USFS Apron Expansion Aerial Photo

Recommended Action: MOVE to adopt Ordinance No. 4940-1478.

ORDINANCE NO. 4940-1478

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT YAVAPAI COUNTY, ARIZONA, APPROVING AND AUTHORIZING LAND LEASE NO. 57-8371-15-002 (CITY CONTRACT NO. 2015-190) BETWEEN THE CITY OF PRESCOTT AND THE UNITED STATES FOREST SERVICE.

RECITALS:

WHEREAS, the City of Prescott, a municipal corporation of the State of Arizona (hereinafter "City") agrees to lease to the United States Forest Service (hereinafter "Government") the premises described in Land Lease No. 57-8371-15-002 (Land Lease) (City Contract No. 2015-190), being all or a portion of the Property located at 2400 Melville Road, Prescott, Arizona, consisting of 15.298 acres; and

WHEREAS, the City desires to enter into the above-referenced Land Lease with the Government; and

WHEREAS, the Land Lease must be recorded with the Yavapai County Recorder; and

WHEREAS, entering this Land Lease is in the best interest of the public health, safety and welfare.

ENACTMENTS:

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

SECTION 1. THAT Land Lease No. 57-8371-15-002 (City Contract No. 2015-190), attached hereto as "Exhibit A", is hereby approved and accepted by the City Council.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute the attached Land Lease on behalf of the City of Prescott, and to take all steps necessary to accomplish the foregoing.

SECTION 3. THAT this Ordinance and Land Lease No. 57-8371-15-002 (City Contract No. 2015-190) shall be recorded with the Yavapai County Recorder.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this ____ day of _____, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

This lease is made and entered into by and between

Prescott, City of, DBA Prescott Airport – Ernest A Love Field

“Lessor”, whose principal place of business address is **6546 Crystal Lane, Prescott, AZ 86301** and whose interest in the land “Premises” described herein is that of Fee Owner, and

The United States of America (“Government”), acting by and through the designated representative of the Forest Service upon the terms and conditions set forth herein and in any rider or amendment hereto to which the parties mutually agree in writing. Authority: 16 U.S.C. 571c

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at **2400 Melville Road, Prescott, Arizona**, consisting of 15.298 acres and more fully described in Exhibit **1**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by the Government.

LEASE TERM

To Have and To Hold the said Premises together with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 20 years, 20 year firm, subject to termination and renewal rights as set forth in this lease and any rider or amendment hereto which the parties mutually agree in writing.

RENTAL RATE – Based on an estimated June 1, 2015 commencement date

The Lessor hereby leases to the Government said Premises for \$.0607082 per square foot per annum. Rent per month \$3,371.73; Rent per year \$40,460.71. Annual rental amount includes City of Prescott rental tax.

(Rental for 20 year period is \$799,142.60 less \$5,911.20 [credit from early termination of previous lease] equals \$793,231.40 plus \$15,864.63 (City of Prescott rental tax) equals \$809,096.03 divided by 20 years equals \$40,454.80 divided by 12 months equals \$3,371.23 per month)

Rent in the amount of \$3,371.23 per month shall be payable to the Lessor in arrears and will be due on the first business day of each month, without the submission of invoices or vouchers. Registration in SAM is required. Rent shall be considered paid on the date the electronic funds transfer is made. Payments will be made to the: City of Prescott, 6546 Crystal Lane, Prescott, AZ 86301.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

Name: _____

Title: Lease Contracting Officer

Agency Name: Forest Service

Date: _____

Witnessed for the Lessor By:

Name: _____

Title: _____

Date: _____

LAND LEASE RIDER

LAND LEASE NUMBER 57-8371-15-002

Rider to Land Lease Agreement Number 57-8371-15-002 by and between City of Prescott, Lessor, and the United States of America Government, Lessee dated May 1, 2015 for property located at 2400 Melville Road, in Prescott, Arizona.

1. **Use of Land.** The Lessee (including other entities listed above may utilize the Premises for the following purpose, and such other purposes as determined by the Government: an air operations base which includes but is not limited to a fire cache, fire personnel staging area, dispatch area, office area for fire personnel, airtanker and helicopter operations including construction of improvements (including but not limited to utilities, roads or driveways and trailer pads) as the Government determines necessary and/or expedient in connection with the establishment and operation of the air operations base.
2. **Those entitled to Use Of Property/Designated Site:** The Government's rights under the lease for entry, occupation, usage and other rights to the Property extend to all of the following:
 - i. Lessee; and
 - ii. Any of Lessee's agencies, employees, and/or contractors and their subcontractors; and
 - iii. Lessee and its agents and tenants are granted the non-exclusive use of all portions of Prescott Airport that are open for use by the public, including taxiway, runways, aprons, navigational aids and facilities relating thereto for the purpose of landings, takeoffs, and taxiing of aircraft on the same terms and conditions as are applicable to the public.
3. **Lessor's Covenant to Grant Easements and to Cooperate.** The parties acknowledge that the Government's use of the Property may include construction and placement of improvements on the Property. Such use may also include the installation of sewer, water, electrical utilities, and other such amenities. Lessor agrees to reasonably cooperate with the Government in order to establish Lessee's use of the premises including securing required permits, approvals and authorizations. Lessor further agrees to grant such easements, rights of way, and other rights of use and or access in and to any portion(s) of Lessor's property (including property not included within the demised

premises leased to the Government under this Lease) as may be necessary and/or convenient to accomplish the installation, operation, and other use of utilities, roads, and other related amenities including, but not limited to, the grant of blanket-easements to utility providers and/or other service providers. Lessor also agrees to execute such other and further documents, or perform such other acts, as may be necessary to carry out the provisions of this section.

4. **Tax Consequences of Agreement.** Lessor agrees that, should any ad valorem or other tax consequences arise from the Government's use of the Property, and installation of improvements thereon, Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.
5. **Alterations and Improvements.** The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or improvement or removal of any alteration or improvements by the Government during the term of this lease or any extensions. Alterations or improvements may be completed by the Government during the term of the lease or any extensions.
6. **No Obligation to Restore.** The Government may at its sole discretion, during the term and for a reasonable time thereafter, remove any improvements placed upon the property during the term. Alternatively, the Government may abandon such improvements following expiration of the term, in which case the improvements so abandoned shall become the property of the Lessor. Regardless, the Government shall have no obligation to restore the Premises to any prior-existing condition.
7. **Right of Entry / Termination.** The Government may enter the Property before the lease term begins to inspect the Property and to perform any environmental or other assessments. If the Government determines, in its sole discretion, that the Property is not suitable for its intended purposes or that there are hazardous materials of concern in or on the Premises, the Government shall have the right to cancel this lease by providing written notice to the lessor, in which case no rental or other payment shall be due and owing. If the lease is terminated pursuant to this provision, there shall be no further rights or liabilities on the part of either Lessor or the Government.

8. If the Government continues, with the knowledge or consent of Lessor, to occupy and use the Premises after the expiration of the lease term, the Government shall become a tenant from month to month, upon the same terms and conditions.
9. **Transfer of Lease.** If, during the term of this lease including extensions, renewals, etc., title to the property that is the subject of this lease is transferred to another party by any means, the Lessor (transferor) shall promptly notify the Government. The following information shall accompany this notification:
- i. A certified copy of the deed transferring title to the property.
 - ii. A letter from the successor(s) in interest assuming, approving and agreeing to be bound by the terms of this Lease.
 - iii. A letter from the Lessor waiving all rights under this lease against the Government up to the date of transfer
 - iv. The successor(s) in interest's employment identification number(s) or Social Security Number(s).
 - v. The successor(s) in interest's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners. If a limited partnership, list all general partners and identify the state under the laws of which the limited partnership was created. If a realty trust, give names of all trustees and recording date of the trust.

10. Legal Compliance

Lessee shall operate and manage the Premises according to City Codes, the Airport Rules, and Regulations and Minimum Development Standards as they may be amended from time to time. If there is a conflict between this Lease and the Airport Rules, this Lease shall govern. Lessee shall also comply with any future amendments to the City Code and Airport Rules and Regulations that are not in conflict with this Lease. Lessee must comply with all applicable federal, state, and local regulations, including but not limited to the Storm Water Pollution Prevention Plan.

11. Security

Lessee shall be solely responsible for providing security to protect the Premises. Lessor may at its cost construct and maintain any fences, gates, walls or barriers on the Premises as may be required for compliance with FAA security regulations in a manner designed, in the Airport Manager's judgment, to prevent unauthorized access to the Airport operating area, taxiway, and runways.

12. Improvements

- i. By approving this Lease, the City Council has approved the improvements that were constructed during the term of the previous lease and the proposed improvements.
- ii. The City's ordinances and codes applicable to construction and structures within the City shall apply to any improvements made by Lessee on the Premises, including the requirements to apply for permits, pay fees, and receive permits prior to beginning construction of any improvement. Lessee shall construct improvements in a manner as not to interfere with the normal operation and use of the Airport by others.

13. Maintenance

- i. **Lessee Maintenance Obligations.** Lessee shall, to the satisfaction of the Airport Manager, keep and maintain the Premises and all improvements on the Premises in good condition and repair and in a safe, clean and sanitary condition. Lessee shall provide containers on the Premises for trash, garbage and waste. The Airport Manager may issue and Lessee shall comply with any written directive regarding the type, location, and screening of trash containers maintained by Lessee outside any building.
- ii. **Lessor Protective Improvements.** The Lessor may, at its sole option, conduct filling, grading, slope protection, or retaining wall construction or replace or repair any Lessor-owned or Lessor-constructed facilities within or without the Premises in order to protect the Premises or any part of the Airport.

14. Utilities

- i. Lessee shall pay for and maintain all telephone, electric, cable television, gas and other utilities necessary to its use and enjoyment of the Premises.

15. Federal Aviation Administration Requirement

- i. The Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit.

- ii. The Lessor shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport.
- iii. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.
- iv. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
- v. Lessee and its successors and assigns agrees that they will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises that conflicts with Part 77 of the Federal Aviation Regulations.
- vi. Lessee and its successors and assigns agree that they will not make use of the Premises in any manner which would interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard.
- vii. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a)
- viii. This lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

16. Hazardous Materials

- i. Hazardous Materials Laws means any Federal, State or local law, ordinance, rule, order, regulation or court decision relating to Hazardous Materials.

- ii. Hazardous Materials means any substance or other material that:
 - i. Is defined as a hazardous substance, hazardous material, hazardous waste or toxic substance under any Hazardous Materials Law or is a flammable or explosive material (including gasoline, diesel, aviation fuels, lubricating oils, and solvents), asbestos, radioactive material, nuclear medicine material drug vaccine, bacterial, virus, or injurious or potentially injurious matter; or
 - ii. is controlled or governed by any Hazardous Materials Law
- iii. **Hazardous Material Handling, Spills, and Cleanup.** Lessee shall comply with any Material Hazardous Law in the storage, distribution, processing, handling or disposal of any Hazardous Materials. If during the term of the Lease any Hazardous Material spills, leaks, or is discharged on or from the Premises, Lessee shall immediately report the event and make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up the spill, remove any contaminated soil and promptly dispose of the spilled Hazardous Material and soil in the manner prescribed by Hazardous Materials Laws. If Lessee fails to immediately clean up the spill or properly dispose of any contaminated soil the Lessor, may, upon twenty-four (24) hours written notice to the Lessee, take whatever action is necessary to clean up the spill and dispose of any contaminated soil. Lessee shall reimburse the Lessor for the cost of all such work by the city within thirty (30) days from receipt of a bill from the Lessor. Notwithstanding the foregoing, as between Lessee and Lessor, Lessee shall not be responsible for the cost of handling, removing and disposal of (a) any Hazardous Material which is determined to have been present on or below the Premises at the inception of this Lease and (b) any material (whether or not Hazardous Material) deposited on the Premises by any person exercising rights under the public right of flight reserved by the Lessor under Section 13, paragraph iii of this lease.
- iv. **Termination.** Upon termination of this Lease, Lessee shall at Lessee's cost remove any equipment utilized in connection with any Hazardous Materials and shall clean up, detoxify, repair and otherwise restore the Premises to a condition free of Hazardous Materials; to the extent such condition is caused by Lessee or their respective agents, contractors, or employees.

17. Indemnification

- i. The United States Federal Government does not have the authority to indemnify and hold harmless the City of Prescott from any and all claims, liabilities, losses, damages, charges, etc. The City of Prescott does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges, etc. The City of Prescott will be responsible for errors, omissions, and negligence of its employees. The United States Federal Government will be responsible for errors, emissions, and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 89-Stat. 306].

18. Insurance: The US Federal Government is fully self-insured.

19. Miscellaneous Provisions

- i. **Amendments.** The Lease and any rider or amendment thereto sets forth all of the agreements and understanding of the parties. Modifications of the Lease may be made by mutual written agreement by Lessor and Lessee.
- ii. **Notices.** Any notice given under the Lease shall be given in writing by mail, by delivery in person, or by FAX addressed as follows, or as the Lessor or Lessee may hereafter designate by written notice:

To the City: Airport Manager
 City of Prescott
 6546 Crystal Lane
 Prescott, AZ 86301

Telephone: 928-777-1114

FAX Number: 928-771-5861

With a Copy to: City Clerk
 City of Prescott
 201 South Cortez Street
 Prescott, AZ 86303

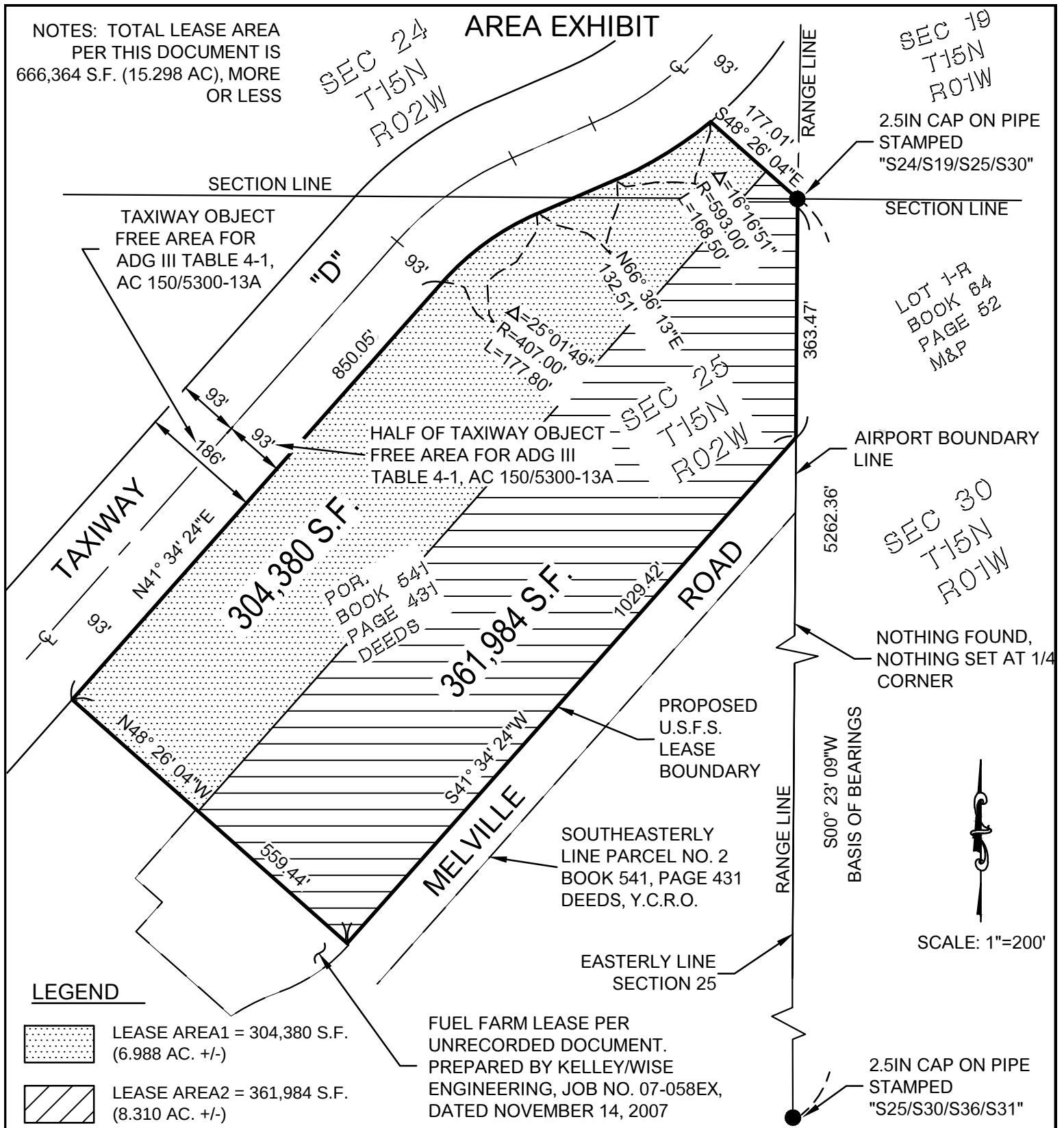
Telephone: 928-777-1100

FAX Number: 928-777-1255

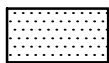
To Lessee: US Forest Service
Attn: Lorrie Evans
2324 E. McDowell Rd
Phoenix, AZ 85006
Telephone: 602-225-5349
FAX Number: 602-225-5204
Email: ljevans@fs.fed.us

NOTES: TOTAL LEASE AREA
PER THIS DOCUMENT IS
666,364 S.F. (15.298 AC), MORE
OR LESS

AREA EXHIBIT



LEGEND



LEASE AREA1 = 304,380 S.F.
(6.988 AC. +/-)



LEASE AREA2 = 361,984 S.F.
(8.310 AC. +/-)

FUEL FARM LEASE PER
UNRECORDED DOCUMENT.
PREPARED BY KELLEY/WISE
ENGINEERING, JOB NO. 07-058EX,
DATED NOVEMBER 14, 2007

PRESCOTT, ARIZONA

LEASE AREAS EXHIBIT USFS LEASE AREA ERNEST A. LOVE FIELD

DE: KR D

CH: JAF

DR: KR D

JOB # 2014731

X:\2014\2014731.00-USFS Apron Expansion\DWG\Sheets\Exhibits\
USFS Area Exhibit.dwg Date: Dec 08, 2014

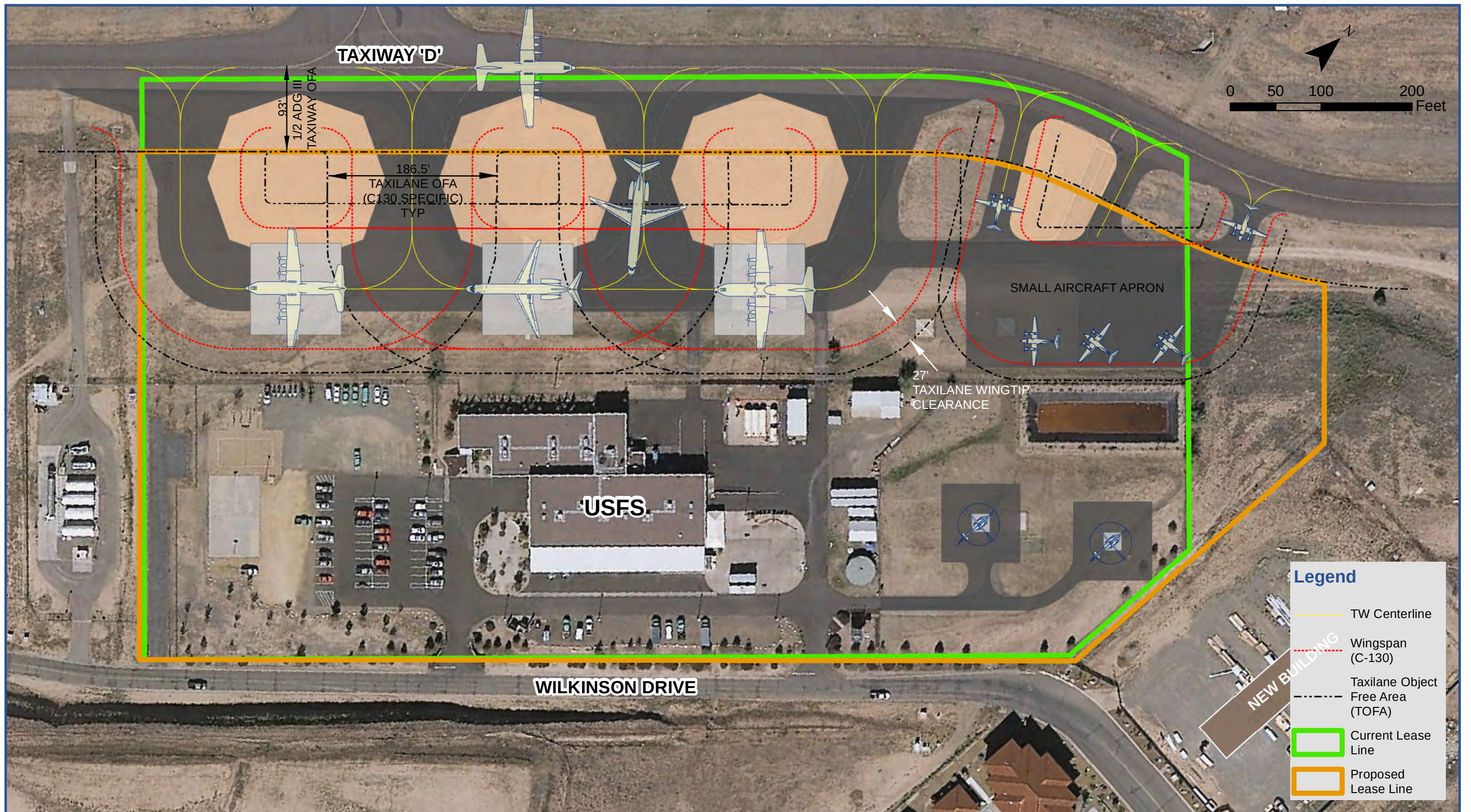
SHEET 1 OF 1



EXPIRES 09/30/2016



2054 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com



MEETING DATE/TYPES: VOTING MEETING 5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-185 to Lyon Engineering for engineering services for the Bashford Court Alley Reconstruction Project in an amount not to exceed \$87,423.00

Approved By:		Date:
Director:	Hash, Henry	05/11/2015
City Manager:	McConnell, Craig	05/20/2015

Item Summary

This item is to award City Contract No. 2015-185 to Lyon Engineering in the amount of \$87,423 for engineering and post-design services for the Bashford Court Alley Reconstruction Project within the overall City Pavement Maintenance Program.

This contract includes geotechnical investigations to establish proper pavement structural sections, subsurface utility investigations, surveying, design reports, plans and specifications, and post design/construction services. A separate construction project will result from this engineering contract. The attached scope of services and fee proposal will become Exhibit "A" to the standard City contract for professional services.

Background

Pavement reconstruction is one element of the Public Works Department's comprehensive program to preserve, rehabilitate, and upgrade the City's street system. The annual Pavement Maintenance Program consists of three primary approaches to maintain and preserve the City street network: Pavement Preservation, Rehabilitation and Reconstruction.

Preliminary pavement and subsurface soils investigations have determined that, due to the pavement age and condition related to poor drainage, complete reconstruction of Bashford Court Alley is required. The project design will include drainage improvements to reduce the impacts to the pavement surface (standing water and formation of ice in the winter months).

City water and sewer facilities were evaluated and checked against the City Water and

Agenda Item: Award of City Contract No. 2015-185 with Lyon Engineering for engineering services for the Bashford Court Alley Reconstruction Project in an amount not to exceed \$87,423.00

Sewer Models to identify necessary replacements or upgrades of the systems. Based on the size (6") and condition of the existing sewer line, it was determined that the main in the alley should be updated to a current standard 8" line and replaced. The contract includes design of this utility improvement to obtain the necessary ADEQ approvals.

Procurement

The FY16-17 Pavement Reconstruction Program was separated into multiple projects to efficiently deliver them in the next two years. A request for proposals was issued for the list of projects. Design professionals responded to this request, and a review of each firm's qualifications, project approach and desired projects was conducted. Lyon Engineering was selected as the most qualified firm for this project.

Project Schedule

Engineering is scheduled to be completed within six (6) months of the notice to proceed following the schedule below:

Award of contract	May 26, 2015
Pre-Design Meeting	Week of June 1, 2015
Notice to Proceed (NTP)	Week of June 8, 2015
Design Completion	December 2015

Financial Impact

The design fee of \$65,475 is 11.9% of the estimated construction cost of the improvements. The design fee is slightly above average as this is a smaller complex project involving utilities and confined work areas within the alley. FY 2015 (programmed) and FY 2016 (pending) funding for this project is available from the Streets and Open Space and Wastewater Funds.

Attachments

1. Scope and Fee (Exhibit A)
2. Vicinity Map

Recommended Action: **MOVE** to award City Contract No. 2015-185 with Lyon Engineering for engineering services for the Bashford Court Alley Reconstruction Project in an amount not to exceed \$87,423.00.

**Bashford Court Alley
Pavement Reconstruction
City Project No. CIP15-012**

Overview

Design services for the City of Prescott (City) FY 2016/2017 Pavement Reconstruction Program, Bashford Alley (Project) will be performed by a consultant team led by Lyon Engineering & Surveying, Inc. (Engineer) & (Surveyor).

The scope of work associated with this project is based on a series of tasks as follows:

- Design Services
 - Task Series 1000, Project Management
 - Task Series 2000, Pre-Design
 - Task Series 3000, 30% Design
 - Task Series 4000, 60% Design
 - Task Series 5000, 90% Design
 - Task Series 6000, Final P.S. & E.
 - Task Series 7000, Sub-consultants & Copying and Courier Costs
- Post Design Engineering Services, Task Series 8000
 - Task 8100, Project Administration
 - Task 8200, Inspection Services
 - Task 8300, As-built Survey & Copying and Courier Costs
- Allowances

Tasks and requirements set forth in this Scope of Work have been generally defined by the following major elements:

- Design of the Bashford Court Alley
 - Pavement reconstruction, grading, drainage, and sewer main design of Bashford Court Alley between South Montezuma Street and South Cortez Street, and from that alley to Willis Street. Design of a storm drain to connect to roof drains located on the existing buildings north of the Bashford Court Alley
- Public Interaction
 - The Engineer will prepare exhibits and a presentation for one (1) public meeting to discuss the reconstruction project.
 - Beta Public Relations will provide all administrative and coordination for the public meeting. Their scope of services and fee is attached.
- Construction Administration Services

- Provide engineering support during construction
- Coordination with utilities and operations
- Communication facilitation and documentation
- Field Inspection
- Testing
- Record Drawings
- Permitting tasks will include developing applications, supporting documentation, coordination and obtaining the following permits (permit fees will be paid by the City directly):
 - ADEQ Wastewater Permitting

The firms involved in this project are listed below with their respective disciplines:

Firm	Services/Disciplines
Lyon Engineering & Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Engineering & Testing Consultants Inc.	Geotechnical
Earth Resources Corp, Inc.	Potholing Contractor
Beta Public Relations	Public Relations

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Authorize Engineer to discuss project details with and obtain information from utility service providers. Authorization will not include decision-making by Engineer.

- Title reports for private and City properties per a list of parcels submitted by the Engineer.
- 2012 Cooper Aerial Topography and Imagery as available.

Design Services

Task Series 1000 Project Management

Task 1010 General

Under this task the Engineer shall perform general project management and administration tasks. This category is limited to senior management oversight tasks that will consist of allocating proper resources to the project and confirm project direction. Additionally, this task will include project tracking.

The Engineer will monitor and track the project budget, schedule and quality control to ensure that all deadlines are met, that the project budget is not exceeded and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to monitor and address items as associated with the project schedule, project budget, issues of concern and QA/QC.

Task 1020 Management of Sub-consultants

The Engineer shall manage the services of the firms providing services for the completion of this project. The Engineer shall review and monitor the progress of the services being performed, prepare sub-consultant agreements, determine correctness of partial payment requests, and process payment request.

The Engineer will also ensure timely completeness of sub-consultants work and submittals relative to project milestones. The Engineer will be responsible for QA/QC of all sub-consultant submittals.

Task 2000 Pre-Design

Task 2010 Kickoff Meeting

The Project Team will conduct a project kickoff meeting with the City and its representatives. The purpose of this meeting will be as follows:

- Introduce the Project Team
- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Identify City contacts
- Establish communication protocol and project procedures
- Develop a project meeting schedule

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

Task 2020 As-built Acquisition and Review

The Engineer will obtain as-builts of all existing wet and dry utilities in the project area and conduct a thorough review to determine potential conflicts prior to determining pothole locations.

Task 2030 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the City Project Manager to determine the location of potholes necessary for the design of the Project.

Task 2040 Pothole Coordination

The Engineer will coordinate with the Pothole Sub-consultant and Surveyor to ensure timely potholing and field survey of the utility locations determined in Task 2030.

Task 2050 Potholed Utility Survey

The Surveyor will record field coordinates on the top of exposed utility conduits and pipes upon completion of potholing by the potholing Sub-consultant.

Task 2060 Field Topography Survey

The Surveyor will conduct a field topography survey to determine the horizontal and vertical location of existing: grades; pavement; shoulders; wet & dry utilities; signage & striping; and applicable structures located in the project limits. The Surveyor will utilize the City datum and control network and will provide coordinates on the City coordinate system.

Task 2065 Field Data Import & Analysis

The Engineer will import and analyze the field data obtained from the field survey of the existing roadway, utilities, utility potholes, and drainage structures and analyze their location in relation to the proposed Bashford Court Alley design.

Task 2070 Detailed Design Schedule

The Engineer will submit a detailed design schedule depicting all major tasks and primary submittal dates for approval by the City. Thereafter, the Engineer will be responsible for notifying the City on a monthly basis of any changes to this schedule and their justification. The Engineer will include a minimum of three (3) weeks for each of the City review periods.

- **Deliverables:** Detailed Design Schedule

Task 2080 Title Research & Review

The Project Manager (City of Prescott) will supply to the Engineer and Surveyor title reports with accompanying schedule B's per a predetermined list of parcel owners provided by the Engineer. The Surveyor will then review the data and provide a CAD file to the Engineer for use in the production of the base CAD file.

Task 2085 Right-of-Way and Property Boundary Survey

The Surveyor will attain and review existing right-of-way, property deeds, plats, and Records of Survey in the vicinity of the Project. From these documents the Surveyor will create ideal coordinates for locations of property corner identifiers such as right-of-way monuments, caps, rebar, nails, etc. The Surveyor will conduct a field survey of the ideal coordinates and locate as many property corner identifiers as can be found. From the field survey the Surveyor will provide a CAD file to the Engineer for use in the production of the base CAD file.

Task 2090 Design Development

This task will focus on the development of the base CAD file for use in the ultimate design.

Task Series 3000 30% Design

Task 3010 Preliminary Design Memorandum

The Engineer will submit to the City a Preliminary Design Memorandum (PDM) including the following sections to meet the City PS&E checklist:

a) Right-of-way & Parcel assessment:

The Engineer will analyze the existing right-of-way widths and locations, the existing parcel owners, and the potential areas for right-of-way or easement acquisition. The Engineer will provide the City a preliminary set of right-of-way plans based on the 30% design.

b) Roadway Analysis:

The Engineer will analyze the existing roadway/parking lot, curb islands, and driveways including vehicle circulation, pedestrian access, pavement conditions and driveway access. Up to two (2) alternatives will be provided to the City for their review and comments.

c) Drainage Analysis:

The Engineer will analyze the existing drainage basins and discharge locations that could potentially affect the project and provide a preliminary recommendation of improvements. Recommendations will include a storm drain network to pipe exiting roof drains that discharge into the Bashford Court Alley. The roof drains are located on the south side of the building located on the Bashford Court Alley between South Montezuma Street and South Cortez Street

d) Geotechnical Report:

The Engineer will provide a copy of the geotechnical report performed by Engineering & Testing Consultants as a section in the Appendix of the PDR.

e) Utility pothole map and survey information

The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities including but not limited to: manhole rims and inverts, slopes, top of main line elevations, top of dry utility elevations, power poles, valve locations, etc.

Task 3020 30% Design Concept Maps

The Engineer will submit to the City a Preliminary 30% Design Concept Maps including the following items:

a) Existing conditions including

- i. Right-of-way and easements
- ii. Topography
- iii. Benchmarks
- iv. Adjacent property lines
- v. Existing pavement limits
- vi. Existing vertical and centerline alignments
- vii. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits

b) Proposed preliminary improvements including:

- i. Conceptual design of reconstruction limits
- ii. Cut and fill catch points
- iii. Wall locations
- iv. Drainage structures
- v. Dry utility conflicts and relocations
- vi. Plan & profile for all required facilities including – road, sewer, and drainage
- vii. Roadway typical sections
- viii. Pavement sections
- ix. Right-of-way including parcel and owner information
- x. Parking lot reconfiguration options

Task 3030 30% Engineers Cost Estimate

The Engineer will provide a preliminary engineers cost estimate for the project based on the preliminary 30% design plan set.

➤ **Deliverables for Task Series 3010 to 3030::**

- Three (3) 36" x 56" copy of the Preliminary 30% Design Concept Map
- Two (2) copies of the Preliminary Design Memorandum

- Two (2) copies of the 30% Engineers Cost Estimate

Task 3040 30% Submittal Review and Design Review Meeting

The Engineer will conduct a submittal and conflict resolution meeting. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meeting will occur after the City has reviewed the submittal and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

Task 3050 Coordination with Utility Companies

The Engineer will meet and coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 30%, design stage. Utility clearance letters will be requested from each utility company.

Task 4000 60% Design

Task 4010 Draft Final Design Memorandum

The Engineer will submit to the City a Draft Final Design Memorandum (DFDM) including the following sections to meet the City PS&E checklist:

- a) Roadway Analysis:
The Engineer will provide a final roadway design analysis of the alley and parking lot.
- b) Drainage Analysis:
The Engineer will provide detailed analysis of the proposed drainage infrastructure for the project. The drainage report will be in the format approved by the City of Prescott.
- c) Sewer Analysis:
The Engineer will provide the final sewer main alignment, slopes, and capacity analysis and update the recommendations of the size and materials to be used.
- d) Geotechnical Report:
The Engineer will provide a copy of the geotechnical report performed by Engineering & Testing Consultants as a section in the Appendix of the DFDR.
- e) Utility pothole map and survey information
The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities.

Task 4020 60% Plan Set

The Engineer will submit to the City a 60% Design plan set including the following items:

- a) Existing conditions including
 - i. Right-of-way and easements
 - ii. Topography
 - iii. Benchmarks
 - iv. Adjacent property lines
 - v. Existing pavement limits
 - vi. Existing vertical and centerline alignments
 - vii. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- b) Proposed improvements including:
 - i. Final alley and parking lot horizontal layout
 - ii. Final cut and fill catch points
 - iii. Draft Final wall locations with plan & profile
 - iv. Draft Final drainage structures including profiles
 - v. Draft Final sewer mains, services, manholes and clean out locations
 - vi. Updated dry utility conflicts and relocations
 - vii. Plan & profile for all required facilities including – road, sewer, and drainage
 - viii. Roadway/Alley typical sections
 - ix. Pavement sections
 - x. Preliminary signage & striping sheets
 - xi. Erosion control plan sheets
 - xii. Right-of-way including parcel and owner information
 - xiii. Preliminary detail sheets
 - xiv. Draft construction notes
 - xv. Draft Cross Section sheets

Task 4030 Total Estimated Quantities and Engineers Cost Estimate

The Engineer will provide the total estimate of quantities and the engineers cost estimate for the project based on the preliminary 60% design plan set.

Task 4040 Draft Specifications & Special Provisions

The Engineer will provide draft specifications based on the City's boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the special provisions produced by the Engineer.

➤ **Deliverables for Task Series 4010 to 4040:**

- Three (3) 11" x 17" copies of the 60% Design Plan Set
- One (1) 22" x 34" copies of the 60% Design Plan Set
- Two (2) copies of the Draft Final Design Memorandum
- Two (2) copies of the Draft Specifications and Special Provisions
- Two (2) copies of the total estimated quantities and Engineers Cost Estimate

Task 4050 60% Submittal Review and Design Review Meetings

The Engineer will conduct submittal and conflict resolution meeting. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meeting will occur after the City has reviewed the submittal and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

Task 4060 Coordination with Utility Companies

The Engineer will coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 60% design stages. A comment resolution meeting will be held at the 60% design level with the Engineer, utility companies and City staff. Utility clearance letters will be requested from each utility company.

Task 4070 Public Open House Meeting

The Engineer will assist the City in organizing and conducting one (1) public meeting at the 60% design level.

- **Deliverables:** Presentation Material, Meeting Notes

Task 5000 90% Design

Task 5010 Final Design Memorandum

The Engineer will submit to the City a Final Design Memorandum (FDM) including the following sections to meet the City PS&E checklist:

- a) Drainage Analysis:
The Engineer will provide a final detailed analysis of the proposed drainage infrastructure for the project.
- b) Roadway Analysis:

The Engineer will provide a final roadway/alley design analysis of the alley and parking lot

c) Sewer Analysis:

The Engineer will provide the final sewer main alignment, slopes, and capacity analysis and update the recommendations of the size and materials to be used.

d) Geotechnical Report:

The Engineer will provide a copy of the geotechnical report performed by Engineering & Testing Consultants as a section in the Appendix of the FDR.

e) Utility pothole map and survey information

The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities.

Task 5020 90% Plan Set

The Engineer will submit to the City a 90% Design plan set including the following items:

a) Existing conditions including

- i. Right-of-way and easements
- ii. Topography
- iii. Benchmarks
- iv. Adjacent property lines
- v. Existing pavement limits
- vi. Existing vertical and centerline alignments
- vii. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits

b) Proposed improvements including:

- i. Final roadway/alley and parking lot horizontal layout
- ii. Final cut and fill catch points
- iii. Final wall locations with plan & profile
- iv. Final drainage structures including profiles
- v. Final sewer mains, services, manholes and clean out locations
- vi. Final dry utility conflicts and relocations
- vii. Final plan & profile for all required facilities including – road, sewer, and drainage
- viii. Final roadway typical sections
- ix. Final pavement sections
- x. Final signage & striping sheets
- xi. Final erosion control plan sheets
- xii. Final Right-of-way including parcel and owner information
- xiii. Final detail sheets
- xiv. Final construction notes

Task 5030 Final Total Estimated Quantities and Engineers Cost Estimate

The Engineer will provide the final total estimate of quantities and the engineers cost estimate for the project based on the preliminary 90% design plan set.

Task 5040 Final Specifications & Special Provisions

The Engineer will provide final specifications based on the City's boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the special provisions produced by the Engineer.

➤ **Deliverables Task Series 5010 to 5040:**

- Three (3) 11" x 17" copies of the 90% Design Plan Set
- One (1) 22" x 34" copies of the 90% Design Plan Set
- Two (4) copies of the Final Design Memorandum
- Two (2) copies of the Final Specifications and Special Provisions
- Two (2) copies of the final total estimated quantities and Engineers Cost Estimate

Task 5050 90% Submittal Review and Design Review Meetings

The Engineer will conduct submittal and conflict resolution meeting. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meeting will occur after the City has reviewed the submittal and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

➤ **Deliverables:** Meeting Notes, Action Item List and Decisions List

Task 5060 Coordination with Utility Companies

The Engineer will coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 90% design stages. Utility clearance letters will be obtained from each utility company.

Task 5070 ADEQ Wastewater Permitting

The Engineer will submit the signed and stamped 90% plans and final design report to the Arizona Department of Environmental Quality (ADEQ) for review and approval of the gravity sewer improvements portion of the project.

➤ **Deliverables:** Forms necessary for ADEQ Wastewater Permitting

Task 6000 Final P.S. & E.

Task 6010 Final Civil Plans

The Engineer will submit to the City Final Civil Plans for approval and City signature on Mylar. Once signed by the City, the Engineer will provide digital copy of the signed plans in Adobe PDF format.

Task 6020 Final Design Memorandum

The Engineer will submit the signed, stamped, and City approved Final Design Memorandum.

Task 6030 Final Total Estimated Quantities and Engineers Cost Estimate

The Engineer will provide the signed and stamped final total estimate of quantities and the engineers cost estimate for the project based on the final design plan set.

Task 6040 Final Technical Specifications

The Engineer will provide the signed and stamped final specifications based on the City's boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the final special provisions produced by the Engineer.

Task 6050 Approved Permits

The Engineer will submit the approved permits obtained from the required environmental agencies.

➤ **Deliverables:**

- One (1) Mylar 22" x 34" of the Final Plan Set
- Two (2) copies of the Final Design Report
- Two (2) copies of the Final Specifications and Special Provisions
- Two (2) copies of the final total estimated quantities and Engineers Cost Estimate
- Two (2) compact discs containing the Final P.S. & E. in Adobe PDF format, base CAD file, and CAD sheet files

Task 7000 Sub-consultants and Direct Costs

Task 7010 Potholing

The Engineer will contract the services of Earth Resources Corporation to perform up to eight (8) utility potholes. Contract will be paid on the actual number of potholes performed.

See Appendix A for a copy of the proposal for this work.

Subtask 7020 Geotechnical

The Engineer will contract the services of Engineering & Testing Consultants to provide the geotechnical investigation including the following tasks:

- Soil borings located in the area of proposed improvements
- Pavement section design for roadways, access roads, and parking lots
- Chemical properties of soils
- Foundation, backfill, and engineered fill recommendations for box culvert
- Existing Pavement Condition Assessment

See Appendix A for a copy of the proposal for this work.

Task 7025 Public Relations

The Engineer will contract the services of Beta Public Relations. to provide the one public meeting, including the following tasks:

- Secure location, mailers, and notification for the public meeting
- Provide all equipment for displays and documents for the public meeting

See Appendix A for a copy of the proposal for this work.

Task 7030 Copying and Courier

The Engineer has added this item to cover various printing costs of plan sets, reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Task Series 8000 Post Design Engineering Services

The objective of post design engineering services is to assure that construction of the Project is carried out in accordance with the intent of the design and the requirements of regulatory agencies, with a minimum of disruption to ongoing activities of the stakeholders.

The engineering services during construction to be performed by the Engineer consists of the following subtasks:

- Project Administration
- Project Coordination
- Project Meetings – construction progress and coordination
- Issue Resolution
- The Engineer will respond in writing to Requests for Information (RFIs) from the Contractor through the Project Manager.
- Submittal of Shop Drawing review
- Record Drawings
- As-built coordination
- As-built surveying

As the Owner, the City will be the central point of contact for the Contractor and the Engineer. Instructions to the Contractor will be issued by the City per the construction contract.

Task 8100 Project Administration

The Engineer will provide administrative services to facilitate construction activities and communicate with the City regarding the construction progress. These tasks will include attending regularly scheduled meetings as needed/requested, meeting notes, special coordination meetings, monitoring construction schedule, reviewing and certifying progress payments, construction photographs, reviewing Contractor's redline markup as-built drawings on an on-going basis, coordination with City personnel, other Engineer management and coordination, maintain records and reports of construction inspection and testing activities, and general document maintenance and management. The Engineer will maintain a log of all work items, including RFIs, submittals, alternates, claims, etc.

Task 8110 Conferences and Meetings

The Engineer will attend on an as needed basis the meetings identified below. Other Project Team members will be requested to attend meetings as deemed necessary.

Meetings attended by the Engineer include:

- Construction Progress Meetings on a weekly basis (attended by Key Project Team members) as necessary. These meetings will be scheduled and coordinated by the Contractor.
- Work Coordination Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.
- Issue and RFI Resolution Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.

Task 8120 Project Coordination

The Engineer will coordinate with City personnel and the Contractor to establish requirements for written Work Plans prior to construction work at major tie-ins, shutdowns, or other operations and traffic interruptions and interfaces. The Engineer will review Work Plans presented by the Contractor to verify that they include sufficient detail and appropriate provisions to provide continuity of service and operations during the work in accordance with the City requirements. The City and Engineer Project Team will review and approve the Work Plans and will inspect the execution of these activities. Work plans will be submitted to both the Engineer and Project Manager.

Task 8130 Issue Resolution

The Engineer will act as main point of contact to the Project Manager and will be responsible for routing and maintaining records of Requests for Information (RFI). The

Engineer will maintain a log of RFIs for monitoring the status and timeliness of responses. The Engineer Project Team will assist with the RFI response development in relation to their area of design responsibility with the Project Manager issuing the completed response to the Contractor and City. The Engineer will issue interpretations and clarifications of the requirements of the Contract Documents, as requested by the Contractor in a RFI or other format as deemed suitable by the City Project Manager, to facilitate proper fabrication, construction, or installation of the work.

The Engineer will evaluate, at City request, Contractor's claims to determine if they are justified under the Contract and will review Contractor's proposals for additional compensation and/or time relating to changes or claims. The Engineer will assist with the claim reviews as required.

Task 8140 Submittal Reviews

The Engineer will review product data, shop drawings, samples, test results, operations and maintenance manuals, and other data that the Contractor is required to submit. Submittals will be transmitted, processed and filed electronically. The Engineer will be responsible to distribute the submittals to the appropriate Project Team members and consolidate the reviews of different members into a single review to the Contractor. Such review and approval or other action will not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. The Engineer will consolidate comments for multidiscipline submittal reviews for issuance to the Contractor. The City of Prescott will maintain a submittal log for monitoring the status and timeliness of responses. Pavement and concrete mix design will be reviewed and approved by the City of Prescott.

Task 8150 Record Drawings

The Engineer will develop record drawings based on Contractor field notes and redlines, and as-built field coordinates provide by the Surveyor. The drawings will be updated in CAD and delivered to the City as pdf, dwg or dgn and hard copies. The Engineer will submit three (3) full size sets, three half size sets, and three soft copy CDs to the City.

➤ Deliverables:

- Three (1) 11" x 17" copies of the Record Drawings
- One (1) 22" x 34" copies of the Record Drawings on Mylar
- One (1) CD containing the Record Drawings in PDF, dgn or dwg electronic format

Task 8200 Inspection Services

The Engineer team will conduct as needed, daily inspections and special inspections, and coordinate for other required inspections, so as to ensure quality work and to prevent any delays to work progress and completion. Construction will be managed and inspect by City personnel, Lyon Engineering will inspect the sewer main for preparation of the ECC. The Engineer will perform the following:

Task 8210 Coordination

The Engineer and Project Manager will monitor construction activities and, in close coordination with the Contractor, will arrange for all testing and inspection to be conducted at the appropriate hold-points. This includes inspections by utilities and others, as appropriate.

Copies of special inspection and testing reports, and of approved changes, will be maintained at the project site for review by the project.

Task 8220 Engineers Certificate of Completion (ECC)

Prepare Certificate of Completion with all supporting documentation, including all test results and supporting data, apply for and obtain Approval to Operate status from ADEQ.

Task 8230 Site Visits

The Engineer Team members' engineering staffs and/or managers, will conduct occasional, periodic visits to the site to make spot checks of work-in-progress, review site conditions in response to an RFI or changes or to assist in coordination of construction issues requiring their attention.

Task 8240 Substantial and Final Completion Inspections

The Engineer will coordinate with the City and conduct inspections jointly with the City and the Contractor to determine if the Project is substantially complete and will, before issuing a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction (punch list). Upon verification that the City is in agreement with the Substantial Completion determination, the Engineer will issue the Certificate of Substantial Completion and the punch list.

The Engineer will conduct a final inspection to determine if the finished Work has been completed to the standard required by the Contract Documents and that Contractor has fulfilled its obligations as required. This inspection will be based on the punch list and any other functional or operational deficiencies that occur in the time period between when the punch list is generated and the Final Inspection. Once it has been determined that the Work is finished and complete and the City is in agreement with the determination, the Engineer will recommend, in writing, final payment to Contractor.

Task 8300 As-built Survey

Task 8310 As-Built Field Survey

The Surveyor will coordinate closely with the Contractor, Engineer, and City Inspector during construction activities to facilitate the field survey of the as-built location of constructed items including:

- Water mains, valves, meters, and appurtenances
- Sewer mains, manholes, cleanouts, and services
- Drainage infrastructure
- Electrical and Lighting improvements (for APS and City of Prescott)

Task 8320 Copying and Courier

The Engineer has added this item to cover various printing costs of plan sets, reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Allowances

Contingency (5%)

The Engineer has added a five-percent (5%) contingency to the contract to cover additional design changes, modifications, survey services, or post design services on an as needed basis. This contingency cannot be used without the express written consent of the City Engineer.

Scope Assumptions

1. The level of effort assumes that the project will not be phased. An allowance item has been added at the request of the City to cover the costs associated with design changes, modifications, survey services, or post design services on an as needed basis.
2. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
3. The Contractor will responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
4. The applications and supporting documentation for the permits listed in Task 3300 will be prepared by Lyon Engineering. The City will pay all permit processing fees.
5. Bid Document reproduction and distribution costs will be paid by the City.
6. City of Prescott and/or dry utility companies will be responsible/conduct all inspections on their own dry utility line (power, gas, cable, telephone, etc.).
7. No structural design or structural inspections will be required for this project

Standard of Care

Lyon Engineering shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. Lyon Engineering and City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

APPENDIX A – Subconsultant Proposals

Geotechnical – Engineering & Testing Consultants Inc.

Pot Hole – Earth Resources Corporation

Public Relations – Beta Public Relations



ENGINEERING & TESTING CONSULTANTS INC.

February 5, 2015

Mr. Scott A. Lyon, P.E., R.L.S.
Lyon Engineering & Surveying, Inc.
1650 Willow Creek Road
Prescott, Arizona 86301

SUBJECT: PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – BASHFORD COURT ALLEY, PRESCOTT, AZ

Dear Mr. Lyon:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for the above referenced project.

We understand that the project will include pavement reconstruction of Bashford Court Alley between Montezuma St. and Cortez St. and the alley to Willis St.; along with improvements to the parking lot. Drainage and sewer improvements are proposed as well.

The objective of this subsurface soil exploration and soil survey is to provide subsurface soil conditions and recommendations regarding site grading, pavement structural section, and soil corrosivity for the proposed roadways and utility improvements.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

The field exploration will include completing five (5) exploratory test borings along the Bashford Court Alley. This proposal includes additional costs associated with providing traffic control during the drilling operation and coring of the Portland cement concrete pavement within the east portion of the Bashford Court Alley.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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



Mr. Scott A. Lyon, P.E., R.L.S. – Lyon Engineering & Surveying, Inc.
Geotechnical Engineering Services – Bashford Court Alley, Prescott, AZ
February 5, 2015
Page 2 of 3

Soil samples will be collected for physical properties and corrosivity testing. The boreholes will be backfilled with auger cuttings and patched with a cold mix of asphaltic concrete.

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. The field work will include an exploration for the following conditions.

- General site characteristics and pavement surface conditions.
- Thickness of existing pavement structural section.
- Subsurface soil characteristics, approximate boundary between soil types, and soil sampling.
- Water level measurements (if encountered).
- A total of five (5) auger test borings will be drilled to depths of approximately 12 feet below existing pavement grade, or to auger refusal.

Laboratory Analysis

Representative soil samples will be collected during the boring operation for laboratory analysis of physical properties and corrosivity potential.

Exploration Report

A final report will be compiled that includes the following:

- a. Boring logs showing the stratification lines of the various soil types and pavement structure encountered during the field exploration.
- b. Results from laboratory testing conducted on selected samples.
- c. General pavement and surface conditions.
- d. Description of the subsurface soil and/or rock conditions encountered, including expected excavation conditions for utility trenches.
- e. Recommendations for design parameters as outlined in the request. Such parameters will include site grading and utility backfill, pavement structural section, mitigation of subsurface water, if encountered, and potential soil corrosivity to iron pipe.



Mr. Scott A. Lyon, P.E., R.L.S. – Lyon Engineering & Surveying, Inc.
Geotechnical Engineering Services – Bashford Court Alley, Prescott, AZ
February 5, 2015
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PAYMENT AGREEMENT

We estimate the subsurface soil exploration for both roads to cost \$4500.00 and we propose to provide these services for a lump sum fee of \$4500.00. We propose to provide these services for the lump sum fee provided. Should we encounter conditions which require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

ETC can schedule the fieldwork to be performed within 1 to 2 weeks upon your authorization to proceed. We anticipate completion of the final report in approximately four weeks following the authorization.

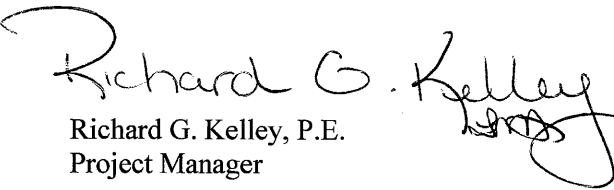
AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work and fees, as quoted above, for the subsurface soil exploration/soil survey, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.


Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: _____ Date: _____

Printed
Name: _____ Title: _____



ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

<u>Engineering Services</u>	<u>Charge Rate (hourly)</u>
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Staff Engineer	\$120.00
Project Engineer.....	\$130.00
Sr. Project Engineer.....	\$145.00
Principal Engineer.	\$155.00

<u>Materials Testing Services</u>	<u>Charge Rate (hourly)</u>
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Engineering Technician.....	\$70.00
Senior Level Engineering Technician	\$75.00
Special Inspector.....	\$70.00

<u>Laboratory Testing</u>	<u>Charge Rate (each)</u>
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Soil Aggregate:

Plasticity Index (wet prep).....	\$100.00
Plasticity Index (dry prep)	\$65.00
Moisture Density Relationship.....	\$120.00
Particle Size Analysis	\$75.00

Geotechnical:

Expansive Potential.....	\$150.00
Expansive Index.....	\$225.00
Consolidation/Swell	\$175.00

Asphalt:

Asphalt Content with Gradation by Ignition Method	\$150.00
Marshall Density.....	\$100.00
Rice Test	\$120.00

Concrete/Grout/Mortar:

Compression Tests (per Specimen).....	\$18.00
Compression Tests Drilled Cores (per Specimen).....	\$45.00

TERMS AND CONDITIONS ENGINEERING & TESTING CONSULTANTS, INC. (ETC)

SECTION 1: SCOPE OF WORK: ETC shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change as the work is in progress. ETC will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ETC can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by ETC pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish ETC with right-of-access to the site in order to conduct the planned work. While ETC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-site test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The Client will furnish ETC with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. ETC reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. ETC reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to ETC prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, ETC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ETC harmless and indemnify ETC for any claims, payments or other liability, including costs and attorney fees, incurred by ETC for any damages to subterranean structures or utilities which are not called ETC's attention and correctly shown on the plans furnished to ETC.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ETC of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ETC may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ETC employees, agents or subcontractors.

If ETC observes or suspects the existence of unanticipated hazardous materials during the course of provided services, ETC may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of ETC, ETC may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: ETC does not create, generate or at any time own or take possession of ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: ETC will furnish two copies of the report to the Client. ETC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ETC.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ETC as instruments of service, shall remain the property of ETC unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: ETC shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". ETC shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ETC against claims or liabilities arising from performance of services under this agreement. ETC obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by ETC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or exploration are made by ETC and that the data, interpretations and recommendations of ETC are based solely upon the data available to ETC. ETC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: ETC has adopted safety policy procedures for its personnel when providing services at construction sites. ETC will adhere to these procedures, as site conditions require. A copy of the "Health & Safety Manual" is on file with the corporate safety officer and is available for review. ETC is not responsible or liable for injuries or damage incurred by third parties who are not employees of ETC.

It is understood that ETC will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ETC to subpoenas issued by any party other than ETC in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The Client agrees to limit ETC's liability to the owner and all construction contractors and subcontractors on the project arising from ETC's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ETC to all those named shall not exceed \$50,000, or ETC's total fee for the services rendered on this project, whichever is greater, and Client hereby releases ETC from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ETC's liability for damages suffered by the contractor or the subcontractor arising from ETC's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others that may arise on account of ETC's professional acts, errors or omissions.

SECTION 14: INSURANCE: ETC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ETC agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ETC, its employees, agents, subcontractors and their employees and agents. ETC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ETC shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ETC.

SECTION 15: INDEMNITY: The Client acknowledges that ETC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or safety conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against ETC and agrees to indemnify and save ETC, its agents, and employees harmless from any claim, liability or defense costs, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to ETC's performance of services hereunder. Client and ETC agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: TESTING AND OBSERVATION SERVICES: If ETC is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set for in the proposal, then this section applies. For the specified assignment, ETC will report test results, observations and professional opinions to Client.

The presence of ETC field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defect discovered in his work.

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements.

With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: ETC will retain all soil and rock samples that are transported to ETC laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ETC shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ETC required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor ETC may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ETC's services.

SECTION 22: ARBITRATION: As an inducement to obtain the services of ETC, the Client has expressly agreed that all disputes between the parties shall be submitted to arbitration according to the rules of the American Arbitration Association and the decision of the arbitrator(s) shall be final and that any arbitration award rendered pursuant to this provision may be reduced to judgement and any failure by either party to abide by such arbitration award shall be subject to the sanctions set forth under "General Conditions." It is expressly understood by the Client that ETC would not render professional services to the Client but for this arbitration provision.



P.O. Box 1420,
Dewey, AZ 86327

928-775-2795 Office
928-268-3487 Fax

ROC #259019

Wyatt W. Orr
928-713-0215 cell
www5th@yahoo.com

Wil W. Orr
928-899-6365
worr@prescott.edu

KA - Dual Engineering
OSHA HAZWOPER Certified

Bid Proposal Addressed To:

Lyon Engineering
1650 Willow Creek Rd
Prescott, AZ 86301

Project Name

Potholes for Pavement Preservation

Project Location

Bashford Courts Alley, Prescott, AZ 86301

Plans drawn by:

Dated:

DESCRIPTION	Units	Unit Cost	Total
Mobilization	1	250.00	250.00
Perform potholing for 8 location including required ROW permit and traffic Control.	8	524.25	4,194.00
Sales Tax--COP			241.20

TOTAL \$4,685.20

EXCLUSIONS: Proposal does not include the following: S.W.P.P. Plan, survey or layout, density testing, special inspections, export of any unknown hazardous materials, rock excavation (any hard dig situation incurred that a 310 size, rubber-tire backhoe is unable to dig), blasting and hammer hoe expenses, or permits.

ESTIMATE IS GUARANTEED FOR 30 DAYS FROM ORIGINAL DATE.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specification involving extra costs, will be executed only upon written orders and will become an extra charge in addition to the original amount.

Wyatt Orr
4/14/2015

Date

ACCEPTANCE SIGNATURE

Printed Signature Date

April 21, 2015

Mr. Scott Lyon
Lyon Engineering
1650 Willow Creek Road
Prescott, AZ 86301

Submitted via e-mail to slyon@cableone.net

Re: Cost Quote for Public Involvement Services – Bashford Court Alley Reconstruction Project

Mr. Lyon:

Beta Public Relations (BetaPr) respectfully submits this cost quote for Public Involvement Services for the Bashford Court Alley Reconstruction Project. This project consists of design work including pavement reconstruction, sewer replacement, and drainage improvements along Bashford Court alley between South Montezuma Street and South Cortez Street, and north to Willis Street. Due to the eventual benefits and potential impacts to area businesses, public involvement is important to managing perception of the project.

Public involvement efforts for promoting one public meeting will begin immediately upon acceptance of this scope and estimated fee. Tasks associated with the public involvement effort, including estimated cost to complete each task are outlined below. If necessary, we will adjust our estimate to accommodate the City's needs, or any scope changes.

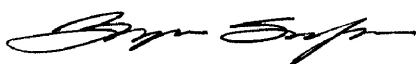
Project Scope	Estimated Cost
Task 1 – Project Notification Flier Design and Distribution BetaPr will design and produce a project notification flier that will serve as a public meeting invitation and general project information piece. The flier will be mailed to residents, businesses, and property owners in and around the project area prior to the public meeting.	\$600.00
Task 2 – Newspaper Advertisement Design and Publication BetaPr will design and publish a newspaper advertisement in the Prescott <i>Daily Courier</i> . The advertisement will invite interested parties to attend the public meeting, highlight project details, and provide information on how to stay connected with the project team.	\$220.00

Task 3 – Promoting and Hosting Public Meeting BetaPr will promote and host the public meeting. Hosting includes acquiring the venue, development and production of meeting materials, assisting with presentations, meeting set-up and take-down, and meeting facilitation. After the meeting is complete, a Public Meeting Summary will be provided to the team aggregating all comments and input received.	\$1,320.00
Total Estimated Labor Expenses	\$2,140.00
Direct Expenses	Estimated Cost
Printing – 100 pieces (Notification Flier) x \$0.30 per piece	\$30.00
Bulk mail postage – 50 pieces x \$0.50 per piece	\$25.00
Community meeting venue fee	\$100.00
Total Estimated Direct Expenses	\$155.00

Total Estimated Project Cost \$2,295.00

Thank you for the opportunity to work on this project. If you have any questions regarding this estimate, feel free to contact me directly at (928) 856-0558. We look forward to working with Lyon Engineering to provide effective public involvement support for the Bashford Court Alley Reconstruction Project.

Sincerely,



Bryce Snyder
Principal
BetaPr

APPENDIX B – Consultant Fees



City of Prescott
FY 2016/2017 Pavement Reconstruction
Bashford Court Alley
City Project No. CIP15-012

Fee Proposal
Lyon Engineering & Surveying, Inc.
4/20/2015

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		\$ 150	\$ 85	\$ 125	\$ 125	\$ 140	\$ 75	\$ 60		
Task Series 1000	Project Management									
Task 1010	General			2		2			4	\$ 530
Task 1020	Management of Sub-consultants					8				\$ 1,120
Task Series 1000 Subtotal		0	0	2	0	10	0	0	4	\$ 1,650
Task Series 2000	Pre-Design									
Task 2010	Kickoff Meeting				1	1		1	3	\$ 325
Task 2020	As-built Acquisition and Review				2	2			4	\$ 530
Task 2030	Field Walk of Blue Stake			1	1	1			3	\$ 390
Task 2040	Pothole Coordination					3			3	\$ 420
Task 2050	Pothole Utility Survey	8	2	1					11	\$ 1,495
Task 2060	Field Topography Survey	48	32	8					88	\$ 10,920
Task 2065	Field Data Import & Analysis		18		4				22	\$ 2,030
Task 2070	Detailed Design Schedule					4			4	\$ 560
Task 2080	Title Research & Review		4	1					5	\$ 465
Task 2085	Right-of Way and Property Boundary Survey	8	6	2					16	\$ 1,960
Task 2090	Design Development				32				32	\$ 4,000
Task Series 2000 Subtotal		64	62	13	40	11	0	1	191	\$ 23,095
Task Series 3000	30% Design									
Task 3010	Preliminary Design Memorandum				8	1			9	\$ 1,140
Task 3020	30% Design Concept Map				40	6			46	\$ 5,840
Task 3030	30% Engineers Cost Estimate				6	1			7	\$ 890
Task 3040	30% Submittal Review and Design Review Meetings				1	1		1	3	\$ 325
Task 3050	Coordination with Utility Companies				1	1		2	4	\$ 385
Task Series 3000 Subtotal		0	0	0	56	10	0	3	69	\$ 8,580
Task Series 4000	60% Design									
Task 4010	Draft Final Design Memorandum				6	2			8	\$ 1,030
Task 4020	60% Plan Set				32	4			36	\$ 4,560
Task 4030	Total Estimated Quantities & 60% Engineers Cost Estimate				4	2			6	\$ 780
Task 4040	Draft Specifications & Special Provisions				7	2			9	\$ 1,155
Task 4050	60% Submittal Review and Design Review Meetings				1	1		1	3	\$ 325
Task 4060	Coordination with Utility Companies				1	1		1	3	\$ 325
Task 4070	Public Open House Meeting				8	2			57	\$ 1,280
Task Series 4000 Subtotal		0	0	0	59	14	0	2	122	\$ 9,455



City of Prescott
 FY 2016/2017 Pavement Reconstruction
 Bashford Court Alley
 City Project No. CIP15-012

Fee Proposal
 Lyon Engineering & Surveying, Inc.
 4/20/2015

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		\$ 150	\$ 85	\$ 125	\$ 125	\$ 140	\$ 75	\$ 60		
Task Series 5000	90% Design									
Task 5010	Final Design Memorandum				6	1			7	\$ 890
Task 5020	90% Plan Set				8	1			9	\$ 1,140
Task 5030	Final Total Estimated Quantities & Engineers Cost Estimate				6	1			7	\$ 890
Task 5040	Final Specifications & Special Provisions				6	1			7	\$ 890
Task 5050	90% Submittal Review and Design Review Meeting				1	2			3	\$ 405
Task 5060	Coordination with Utility Companies				1	1		1	3	\$ 325
Task 5070	ADEQ Water Permitting				4			1	5	\$ 560
Task Series 5000 Subtotal		0	0	0	32	7	0	2	41	\$ 5,100
Task Series 6000	Final P.S. & E.									
Task 6010	Final Civil Plans				6				6	\$ 750
Task 6020	Final Design Memorandum				4	1			5	\$ 640
Task 6030	Final Total Estimated Quantities & Engineers Cost Estimate				4				4	\$ 500
Task 6040	Final Technical Specifications				6	1			7	\$ 890
Task 6050	Approved Permits				4				4	\$ 500
Task Series 6000 Subtotal		0	0	0	24	2	0	0	26	\$ 3,280
Task Series 7000	Sub-consultants									
Task 7010	Potholing - Earth Resources (8 Potholes)								0	\$ 4,685
Task 7020	Geotechnical - Engineering & Testing Consultants Inc.								0	\$ 4,500
Task 7025	Public Relations (Public Meeting)								0	\$ 4,130
Task 7030	Copying and Courier								0	\$ 1,000
Task Series 7000 Subtotal		0	0	0	0	0	0	0	0	\$ 14,315
Task Series 1000 through 7000 Total Design Fee		64	62	15	211	54	0	8	453	\$ 65,475



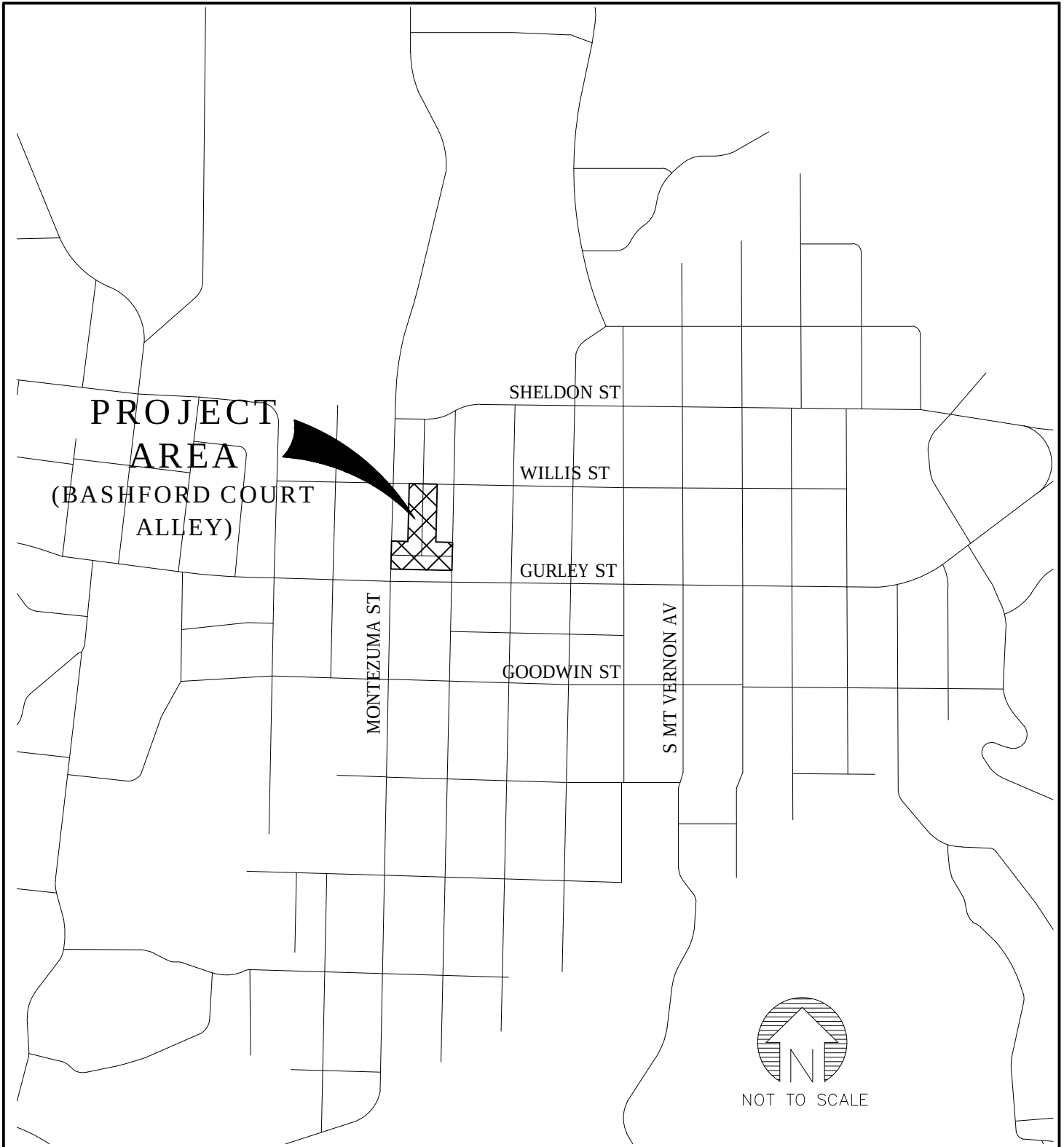
City of Prescott
 FY 2016/2017 Pavement Reconstruction
 Bashford Court Alley
 City Project No. CIP15-012

Fee Proposal
 Lyon Engineering & Surveying, Inc.
 4/20/2015

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		\$ 150	\$ 85	\$ 125	\$ 125	\$ 140	\$ 75	\$ 60		
Task Series 8000	Post Design Engineering Services									
Task 8100	Project Administration									
Task 8110	Conferences and Meetings				4	2			6	\$ 780
Task 8120	Project Coordination					12			12	\$ 1,680
Task 8130	Issue Resolution				4	2			6	\$ 780
Task 8140	Submittal Reviews					4			4	\$ 560
Task 8150	Record Drawings				24	4			28	\$ 3,560
Task 8100 Subtotal		0	0	0	32	24	0	0	56	\$ 7,360
Task 8200	Inspection Services									
Task 8210	Coordination					4			4	\$ 560
Task 8220	Engineers Certificate of Completion (ECC)					6	40		46	\$ 3,840
Task 8230	Site Visits				3	2			5	\$ 655
Task 8240	Substantial and Final Completion Inspections					4	4		8	\$ 860
Task 8200 Subtotal		0	0	0	3	16	44	0	63	\$ 5,915
Task 8300	Field As-built Survey									
Task 8310	As-Built Field Survey	16	16	2					34	\$ 4,010
Task 8320	Copying and Courier									\$ 500
Task 8300 Subtotal		16	16	2	0	0	0	0	34	\$ 4,510
Task Series 8000 Total Post Design Fee		16	16	2	35	40	44	0	153	\$ 17,785
Task Series 1000 through 8000 Total		80	78	17	246	94	44	8	606	\$ 83,260
Allowances										
Contingency (5%)	Contingency									\$ 4,163
Allowances Subtotal										\$ 4,163
Contract Total										\$ 87,423

Labor Codes Legend:

GPS - GPS Survey Crew, **STCH** - Survey Technician, **SMGR** - Survey Manager, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **CLER** - Clerical



VICINITY MAP

BASHFORD COURT ALLEY RECONSTRUCTION PROJECT

**CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT**

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-186 to CivilTec Engineering, Inc., for engineering services for the N. Washington Avenue/Churchill Street Reconstruction Project in an amount not to exceed \$75,350.00

Approved By:		Date:
Director:	Hash, Henry	05/11/2015
City Manager:	McConnell, Craig	05/15/2015

Item Summary

This item is to award City Contract No. 2015-186 to CivilTec Engineering, Inc., in the amount of \$75,350.00 for engineering and post-design services for the N. Washington Avenue/Churchill Street Reconstruction Project, within the overall City Pavement Maintenance Program.

This contract includes geotechnical investigations to establish proper pavement structural sections, subsurface utility investigations, surveying, design reports, plans and specifications, and post design/construction services. A separate construction project will result from this engineering contract. The attached scope of services and fee proposal will become Exhibit "A" to the standard City contract for professional services.

Background

Pavement reconstruction is one element of the Public Works Department's comprehensive program to preserve, rehabilitate, and upgrade the City's street system. The annual Pavement Maintenance Program consists of three primary approaches to maintain and preserve the City street network: Pavement Preservation, Rehabilitation and Reconstruction.

Preliminary pavement and subsurface soils investigations have determined complete reconstruction of segments of N. Washington Avenue from Churchill Street to Sheldon Street, and on Churchill Street from N. Washington Avenue to N. Arizona Avenue is required. The project design includes the replacement of deteriorated concrete features, as well as pedestrian access improvements and drainage improvements.

City water and sewer facilities were evaluated and checked against the City Water and

Agenda Item: Award of City Contract No. 2015-186 with CivilTec Engineering, Inc., for engineering services for the N. Washington Avenue/Churchill Street Reconstruction Project in an amount not to exceed \$75,350.00

Sewer Models to identify necessary replacements or upgrades of the existing water and sewer mains, with the result that none are required.

Procurement

The FY16-17 Pavement Reconstruction Program was separated into multiple projects to efficiently deliver them during the next two years. A request for proposals was issued for the list of projects. Design professionals responded to this request, and a review of each firm's qualifications, project approach and desired projects was conducted. CivilTec Engineering, Inc., was selected as the most qualified firm for this project.

Project Schedule

Engineering is scheduled to be completed within six (6) months of the notice to proceed following the schedule below:

Award of contract	May 26, 2015
Pre-Design Meeting	Week of June 1, 2015
Notice to Proceed (NTP)	Week of June 8, 2015
Design Completion	December 2015

Financial Impact

The design fee of \$52,760.00 is 6.5% of the estimated construction cost of the improvements. The design fee is below average as this project is straightforward pavement-only reconstruction. FY 2015 (programmed) and FY 2016 (pending) funding for this project is available from the Streets and Open Space Fund.

Attachments

1. Scope and Fee (Exhibit A)
2. Vicinity Map

Recommended Action: **MOVE** to award City Contract No. 2015-186 to CivilTec Engineering, Inc., for engineering services for the N. Washington Avenue/Churchill Street Reconstruction Project in an amount not to exceed \$75,350.00.



Civil Engineers and Land Surveyors
Prescott Phoenix Monrovia

EXHIBIT A

April 22, 2015

Mr. George Henderson
Project Manager
Prescott Public Works Department
433 N. Virginia Street
Prescott AZ 86302

Subject: Scope of Services for Professional Engineering and Surveying Services
N. Washington Avenue/Churchill Street Reconstruction Project

Dear Mr. Henderson:

We are pleased to provide a scope of services and fee estimate for the subject project. The N. Washington Avenue/Churchill Street Reconstruction Project generally includes professional engineering and surveying services for pavement reconstruction, condition assessment of all sidewalk within the project limits for ADA compliance, selective replacement of substandard concrete features including curb and gutter, sidewalk, spandrels, and valley gutters, installation of all missing sidewalk on the west side of Washington Avenue to the project limits, limited hydrologic and hydraulic analysis to verify the design meets the current drainage criteria and the capacity of the existing system. The project limits on N. Washington Avenue are from Sheldon Street to Churchill Street (approximately 1,160 LF), and on Churchill Street from N. Washington Avenue to N. Arizona Avenue (approximately 450 LF).

PHASE 1 – PRELIMINARY DESIGN SERVICES

Task 1: Project Kickoff meeting

This task includes attendance of Project Manager and Engineer at the project kickoff meeting. This meeting is envisioned to capture information relative to the project.

Task 2: Project Research

This task includes research of existing maps, plats, assessor's maps, City GIS data, and record utility mapping data from all utility companies, for use in developing a general understanding of utility locations, types, and dispositions for use in development of project base maps which in turn, will be used to develop project plans.

Task 3: Field Survey and Data Reduction

This task includes development of base mapping including coordination with utility companies to obtain painted locations of underground utilities and as a guide for further underground utility discovery techniques, surveyed locations of germane site improvements, topography, and downloading and reduction of survey data in a format to be utilized in base drawing for project design purposes. Planimetric features and topography will be taken from right-of-way to right-of-way for the required streets, including a minimum of 50-feet beyond curb returns at intersections where construction stops.

Task 4: Base Map Preparation

This task includes preparation of a digital project base map including all surveyed data, generation of contours (1'), right-of-way data, property line stub-outs, and germane planimetric features.

PHASE 2 – PRELIMINARY DESIGN SERVICES**Task 1: Preliminary Alignment Layouts**

This task includes the layout of all necessary alignments allowing the remaining preliminary design investigations to move forward.

Task 2: Geotechnical Investigation

This task includes providing six (6) geotechnical borings, lab work, geotechnical calculations, structural section recommendations for pavement, base, subgrade treatment, and other possible subgrade enhancement measures for the street improvements, and report all conducted by our sub-consultant ETC, Inc.

Task 3 Preliminary Design Reports

This task includes preparation of preliminary drainage and roadway design reports which will contain preliminary descriptions of elements of design associated with the project.

- The drainage report will include a rudimentary hydrologic and hydraulic analysis of the existing storm system to determine basic flows and capacity. The boundaries for the analysis will be Willis Street on the south, N. Arizona Avenue on the East, the drainage channel between Virginia Street and Washington Street on the west, and Churchill Street to the north. Runoff will be analyzed for the 10 and 100 year events, on-site storm infrastructure required for this project (culverts, catch basins, storm pipe system, etc.) will be in accordance with the City of Prescott Drainage Criteria Manual, November 1996.
- The roadway design report will include brief discussions of existing and proposed conditions and standards followed for roadway geometric design.

Task 4 30% Plan and Estimate Development

This task includes development of 30% plans for all improvements. Project design plans will be prepared at a scale of 1"=20 feet horizontally and 1"=10 feet vertically for profile views (roadway profiles will be three-line). Plans will consist of construction plan sheets showing horizontal and vertical alignments, existing water valves, sewer manholes, or other utility data within the surveyed project prism noted above. Plan notes will be omitted from this submittal.

Detail sheets will be provided for roadway improvements. A preliminary cost estimate will be generated based on 30% plans. Specifications will not be provided for the 30% design submittal.

Task 5: 3rd Party Utility Coordination

This task includes conducting a meeting with utility company representatives via a utility coordination meeting held in our office. All utility companies will be invited to attend this meeting. We will provide the City copies of minutes from this meeting. We will also provide full sets of the 30% project plans to said utility companies and provide copies of transmittal letters to the City.

Task 6: 30% Review Meeting

This task includes attendance at a meeting between City forces and our engineers after City review and issuance of comments on the 30% plan submission.

Task 7 Monthly Progress Meetings

This task includes attending one (1) monthly progress meeting between City staff and engineers from Civiltec Engineering during this phase.

PHASE 3 – 60% DESIGN SERVICES

Task 1 Utility Potholes

This task includes providing up to nine (9) utility potholes as required at strategically chosen locations through the services of our utility potholing sub-consultant and includes field survey of the northing, easting, and elevation coordinates and description of the potholed utility. This task also includes preparation of a pothole data sheet on standard City of Prescott form for each successfully located and surveyed utility. Potholes will be performed by our sub-consultant Fann Environmental, LLC.

Task 2: 60% Design Reports

This task includes continued development of the design reports and inclusion of 30% design review comments making any alterations necessary in accordance with the design concept.

Task 3: 60% Plans, Specifications, and Estimate Development

This task includes continued development and inclusion of 30% design comments for preparation of 60% plans. Plans will consist of further development of construction plan sheets and detail sheets for project appurtenances. The project specifications will be prepared in accordance with City guidelines. Front end contract documents will be created and developed by City Staff. An updated cost estimate will be generated based on 60% plans.

Task 4: 3rd Party Utility Coordination

This task includes conducting a meeting with utility company representatives via a utility coordination meeting held in our office. All utility companies will be invited to attend this meeting. We will provide the City copies of minutes from this meeting. We will also provide full sets of the 60% project plans to said utility companies and provide copies of transmittal letters to the City.

Task 5 60% Review Meeting

This task includes attendance at a meeting between City forces and our engineers after City review and issuance of comments on the 60% plan submission.

Task 6: Monthly Progress Meetings

This task includes attending one (1) monthly progress meeting between City staff and engineers from Civiltec Engineering during this phase.

Task 7: Public Meeting

This task includes scheduling, promoting, and hosting a public meeting based on the 90% design document concepts. Activities will include development and delivery of a meeting announcement, promotion of the public meeting, attending a pre-meeting for planning, and collecting and documentation of all public feedback from the meeting by our sub-consultant ESMpr.

PHASE 3 – 90% DESIGN SERVICES

Task 1 Finalize Design Reports

This task includes making any final alterations necessary to the design reports in accordance with the final design concept.

Task 2: 90% Plans, Specifications, and Estimate Development

This task includes continued development and inclusion of 60% design comments for preparation of 90% plans. Plans will consist of further development of construction plan sheets and detail sheets for project appurtenances. The project specifications will be prepared in accordance with City guidelines. Front end contract documents will be created and developed by City Staff. An updated cost estimate will be generated based on 90% plans.

Task 3: 3rd Party Utility Coordination

This task includes conducting a meeting with utility company representatives via a utility coordination meeting held in our office. All utility companies will be invited to attend this meeting. We will provide the City copies of minutes from this meeting. We will also provide full sets of the 90% project plans to said utility companies and provide copies of transmittal letters to the City.

Task 4: 90% Review Meeting

This task includes attendance at a meeting between City forces and our engineers after City review and issuance of comments on the 90% plan submission

Task 5 Monthly Progress Meetings

This task includes attending one (1) monthly progress meeting between City staff and engineers from Civiltec Engineering during this phase

PHASE 4 – FINAL PLAN DESIGN SERVICES

Task 1: 100% Plans, Specifications, and Estimate Development

This task includes continued development and inclusion of 90% design comments for preparation of 100% plans. Plans will consist of further development of construction plan sheets and detail sheets for project appurtenances. A furtherance of the 90% project specifications will be prepared. Front end contract documents will be created and developed by City Staff. An updated cost estimate will be generated based on 100% plans. The final plans will be in AutoCAD version 2014 based on the City coordinate system. Digital copies of final Plans,

Specifications, Estimates and all design reports will be in PDF format. This also includes a PDF packet of all Geotechnical Reports and pavement section recommendations.

It is anticipated that the final plan set will consist of 14 sheets noted as follows:

- *Cover Sheet*
- *2 General Notes Sheets*
- *4 Plan & Profile Sheets*
- *2 Storm system Plan & Profile sheets*
- *2 Signage & Striping Sheets*
- *3 Standard Detail Sheets*

PHASE 5 – BIDDING PHASE SERVICES

Task 1: Pre-Bid Meeting

This task includes attendance at the Pre-Bid meeting to answer questions relating to the project or contract documents. It is anticipated that City forces will conduct said meeting, record minutes, issue project clarifications and addenda as needed.

Task 2 Prepare Addenda

This task includes preparing all addenda that may be required for prior to bid opening including clarifications and plan and/or specification changes. All addenda material shall be sealed by the engineer of record and provided to the City for distribution.

PHASE 6 – POST DESIGN CONSTRUCTION PHASE SERVICES

Task 1: Pre-Construction Meeting

This task includes attendance of our Project Manager and RE/Observer at the Pre-Construction meeting to answer questions or clarify the contract documents. It is anticipated that City forces will conduct said meeting, record minutes, and issue project clarifications as needed.

Task 2 Establish Survey Control

This task includes setting two survey control points on site with Northing, Easting, and Elevation data shown on plans, and set via use of the City's modified state plane coordinate system (on ground).

Task 3 Submittal Review

This task includes review of up to ten (10) technical submittals and any subsequent reviews that may be required.

Task 4 RFI Responses

This task includes review of up to five (5) contractor Requests for Information.

Task 5 Weekly Construction Meetings

This task includes attendance at up to eight (8) weekly construction meetings. It is anticipated that City forces will conduct said meeting, record and issue minutes. At each meeting, the weeks anticipated work will be discussed and a tentative schedule for required as-built surveying (underground items) shall be provided to minimize inconvenience for all parties. A construction duration of eight (8) weeks has been used for fee calculations.

Task 6 *Limited Construction Inspection*

This task includes limited construction inspection sufficient to keep apprised of the status and all changes deemed necessary by the City during construction to conform with the requirements established to certify construction, act as the Engineer of Record, and produce as-constructed plans. A construction duration of eight (8) weeks has been used for fee calculations.

Task 7 *As-Built Surveying*

This task includes survey crew observations of critical constructed data such as final centerline profiles, major water, sewer, and storm system appurtenances, curb and gutter horizontal and vertical locations, culvert and ditch inverts, fences, etc., relating to this project. Coordination regarding all items expected to be worked on during the week shall be discussed during the weekly construction meeting between the City, contractor, and Civiltec to enable as-built surveying of important (underground work) to be scheduled to minimize inconvenience for all parties.

Task 8 *As-Constructed Plans & Certifications*

This task includes the preparation of sealed as-constructed (record) plans in digital form, and all certifications required by state or county entities at the completion of construction.

PHASE 8 – REIMBURSABLES and ALLOWANCES**Task 1: *Project Reimbursables***

This task includes coverage for direct reimbursables associated with the project such as miscellaneous reproduction costs, mail, photocopies, mileage, etc.

Task 2 *Contract Allowance*

This task includes an allowance for additional or modified services as directed by the City.

PROJECT EXCLUSIONS

The following items are specifically excluded from the scope of work for this project:

- Traffic counts/data collection or traffic projections for the project area to be performed by others if deemed necessary.
- Water main and related appurtenance(s) relocation/design and replacement.
- Sanitary sewer main and related appurtenance(s) relocation/design and replacement.
- ADEQ Approval to Construct/Approval of Construction/Engineer's Certification of Completion
- Roadway lighting and related appurtenances including power supply/conduit.
- Printing plans, specifications and contract documents required for bidding and construction purposes.
- Application and processing of all required permits including complete environmental compliance.

STANDARD OF CARE:

Civiltec will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our scope of services, proposal or by our oral or written documents or comments.

The term of contract shall be one year from the date of execution, unless changed in accordance with said contract. Fees for the aforementioned services will be billed at phase level on a lump sum not to exceed basis. The hourly rates are as shown on the attached fee schedule. The rates are subject to an increase in cost at the conclusion of the one year term of the contract, should the contract be extended, and each January thereafter. The increase will be commensurate with our annual rate increase and will not exceed 10% per year. The increase will be applied to the unpaid balance of the contract.

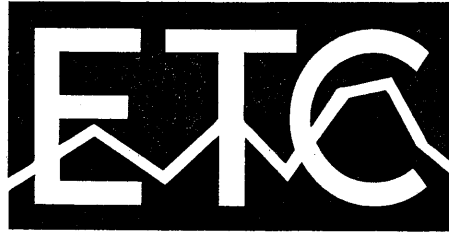
Thank you for the opportunity to be of helpful service.

CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Jeffrey A. Fanning", with a stylized flourish at the end.

Jeffrey A. Fanning, P.E., Project Manager

cc: file



ENGINEERING & TESTING CONSULTANTS INC.

March 4, 2015

Mr. Jeff Fanning, P.E.
CIVILTEC Engineering, Inc.
2054 N. Willow Creek Road
Prescott, Arizona 86301

**SUBJECT: PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – N WASHINGTON
AVE. AND CHURCHILL ST, PRESCOTT, AZ**

Dear Mr. Fanning:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for the above referenced project.

The objective of this subsurface soil exploration and soil survey is to provide subsurface soil conditions and recommendations regarding site grading and pavement structural sections for the proposed roadway and possible drainage improvements.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

The field exploration will include completing a total of six (6) exploratory test borings along the roadway alignments. *This proposal includes costs associated with obtaining required right-of-way permits, and providing traffic control during the drilling operation.*

Soil samples will be collected for classification and physical properties testing. The boreholes will be backfilled with auger cuttings and patched with a cold mix of asphaltic concrete.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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



Mr. Jeff Fanning, P.E. – CIVILTEC Engineering, Inc.
Geotechnical Engineering Services – N. Washington Ave. and Churchill St., Prescott, AZ
March 4, 2015
Page 2 of 3

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. The field work will include an exploration for the following conditions.

- General site characteristics and pavement surface conditions.
- Thickness of existing pavement structural section.
- Subsurface soil characteristics, approximate boundary between soil types, and soil sampling.
- Water level measurements (if encountered).
- A total of six borings will be drilled for the project. Four (4) auger test borings will be drilled to depths of approximately 5 feet below existing grade, or to auger refusal. Two (2) borings will be drilled to depths of approximately 10 feet below existing grade, or to auger refusal in areas for possible storm water improvements.

Laboratory Analysis

Representative soil samples will be collected during the boring operation for laboratory analysis as determined by the geotechnical engineer.

Exploration Report

A final report will be compiled that includes the following:

- a. Boring logs showing the stratification lines of the various soil types and pavement structure encountered during the field exploration.
- b. Results from laboratory testing conducted on selected samples.
- c. General pavement and surface conditions.
- d. Description of the subsurface soil conditions encountered.
- e. Recommendations for design parameters as outlined in the request. Such parameters will include site grading and pavement structural sections.



Mr. Jeff Fanning, P.E. – CIVILTEC Engineering, Inc.
Geotechnical Engineering Services – N. Washington Ave. and Churchill St., Prescott, AZ
March 4, 2015
Page 3 of 3

PAYMENT AGREEMENT

We estimate the subsurface soil exploration, as described above, to cost \$4,100.00, and we propose to provide these services for a lump sum fee of \$4,100.00. Should we encounter conditions which require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

ETC can schedule the fieldwork to be performed within 1 to 2 weeks upon your authorization to proceed. We anticipate completion of the final report in approximately four weeks following the authorization.

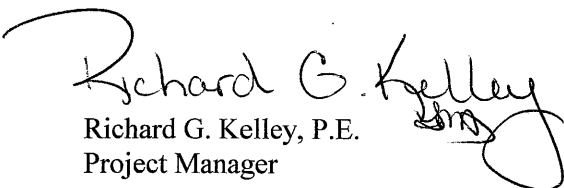
AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work and fees, as quoted above, for the subsurface soil exploration/soil survey, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.


Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: _____ Date: _____

Printed

Name: _____ Title: _____



ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

<u>Engineering Services</u>	<u>Charge Rate (hourly)</u>
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Staff Engineer	\$120.00
Project Engineer.....	\$130.00
Sr. Project Engineer.....	\$145.00
Principal Engineer.	\$155.00

<u>Materials Testing Services</u>	<u>Charge Rate (hourly)</u>
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Engineering Technician.....	\$70.00
Senior Level Engineering Technician	\$75.00
Special Inspector.....	\$70.00

<u>Laboratory Testing</u>	<u>Charge Rate (each)</u>
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Soil Aggregate:

Plasticity Index (wet prep).....	\$100.00
Plasticity Index (dry prep)	\$65.00
Moisture Density Relationship	\$120.00
Particle Size Analysis	\$75.00

Geotechnical:

Expansive Potential.....	\$150.00
Expansive Index.....	\$225.00
Consolidation/Swell	\$175.00

Asphalt:

Asphalt Content with Gradation by Ignition Method	\$150.00
Marshall Density.....	\$100.00
Rice Test	\$120.00

Concrete/Grout/Mortar:

Compression Tests (per Specimen).....	\$18.00
Compression Tests Drilled Cores (per Specimen)	\$45.00



One Stop Environmental Solutions

6708 Corsair Ave., Suite A • Prescott, AZ 86301 • Phone: 928-778-5335 • Fax: 928-778-5870 • ROC-A-206365 • ROC B-249529

March 20, 2015

Civiltech Engineering, Inc
Jeff Fanning
2054 N. Willow Creek Road
Prescott, AZ 86301

Re: Proposal for Potholing Existing Utilities on N Washington Ave and Churchhill St. in Prescott, AZ

Dear Mr.Fanning,

Fann Environmental is pleased to provide you this proposal for equipment and labor to pothole utilities as outlined by Civiltech Engineering. The plans that we received show a total of 9 locations.

Per the attached requirements, all holes will be backfilled 1-sack slurry mix and holes within the improved right of way will be capped with 6" of concrete.

Potholes within asphalt or concrete roadways- \$430.00 per

Price based on 9 locations in Asphalt: \$3,870.00.

Total Estimated cost for 9 Locations: \$3,870.00

This pricing includes permits, traffic control, equipment and labor.

Thank you for this opportunity.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Eric D. Price". The signature is fluid and cursive, with the first name "Eric" being the most prominent.

Eric D. Price

Project Manager



February 27, 2015

Jeff Fanning
Project Engineer
CIVILTEC Engineering, Inc.
2054 N. Willow Creek Road
Prescott, AZ 86301

Re: Cost Proposal for Public Relations Services – FY 2016/2017 Pavement Reconstruction Program

Mr. Fanning:

EnviroSystems Management, Inc. Public Relations (ESMpr) respectfully submits this cost quote for Public Relations Services for the FY 2016/2017 Pavement Reconstruction Program. This project consists of pavement reconstruction and replacement of substandard concrete features. The project is located on N. Washington Avenue from Sheldon Street to Churchill Street and on Churchill Street from N. Washington Avenue.

Project Task	Estimated Cost
Task 1 – Project Administration Project administration includes monthly billing and accounting services.	\$405.00
Task 2 – Pre-Meeting, Announcement, and Public Meeting ESMpr will promote and host a Public Meeting featuring project information. ESMpr will develop a meeting announcement and hand-deliver it to local schools, businesses, residents, etc. adjacent to the project area prior to the meeting. ESMpr will attend a pre-meeting to plan the event, perform the set up and breakdown of the public meeting, and collect public feedback from the meeting.	\$3,037.00
Total Cost	\$3,442.00

Thank you for the opportunity to work on this project. If you have any questions regarding the tasks or fee schedule, feel free to contact me at 928.226.0236. ESMpr looks forward to working with Civiltec Engineering, Inc. to provide effective public relations support for the City of Prescott FY 2016/2017 Pavement Reconstruction Program.

Sincerely,

Stephanie Treptow
Principal
ESMpr

SCOPING LEVEL CONSTRUCTION ESTIMATE

Washington & Churchill Pavement Reconstruction					
Item	Description	Unit	Quantity	Unit Cost	Total Amount
100-4	Public Relations Allowance	LS	1	0.01318	\$ 7,222.95
104-3	Mobilization	LS	1	0.05882	\$ 32,236.49
105-8	Construction Staking	LS	1	0.01032	\$ 5,654.74
105-9	As-Built Preparation & Coordination	LS	1	0.00268	\$ 1,467.27
105-11	Survey Monuments	EA	2	\$ 555.87	\$ 1,111.74
107-1	Stormwater Pollution Prevention Plan (SWPPP)	LS	1	0.00717	\$ 3,930.54
107-2	Seeding (Hydraulic)	ACRE	1	\$ 4,279.34	\$ 2,139.67
109-1	Contract Allowance	LS	1	0.08458	\$ 46,354.09
205-1	Earthwork - Excavation & Embankment	CY	500	\$ 13.85	\$ 6,925.00
205-2	Removal of Unsuitable Sub-Grade Material	CY	200	\$ 37.39	\$ 7,478.00
300-1	Sawcutting	LF	600	\$ 2.84	\$ 1,704.00
301-1	Sub-Grade Preparation	SY	7,600	\$ 2.67	\$ 20,292.00
306-1	Geogrid, Tensar BX-1100 with Class A Separation Fabric	SY	7,600	\$ 3.50	\$ 26,600.00
310-2	Aggregate Base Course	CY	1,697	\$ 37.28	\$ 63,276.59
	Mill Asphalt Pavement - 4" Nominal Depth	SY	7,600	\$ 3.48	\$ 26,448.00
	Asphalt Concrete (AC) Pavement, 4"	SY	7,600	\$ 17.48	\$ 132,848.00
	Asphalt Driveway	SY	167	\$ 15.67	\$ 2,611.67
329	AC Bituminous Tack Coat, Type SS-1h	TON	1	\$ 988.49	\$ 939.07
340-1.1	Concrete Curb & Gutter, Type C (Rolled)	LF	3,340	\$ 20.14	\$ 67,267.60
340-2	Concrete Sidewalk, 5'	SF	9,350	\$ 5.03	\$ 47,030.50
	ADA Ramp, Type X	EA	8	\$ 1,636.25	\$ 13,090.00
340-3	Concrete Driveway Entrance & 6" Concrete Slab	SF	5,700	\$ 7.79	\$ 44,403.00
340-5.1	Concrete Valley Gutter	SF	600	\$ 12.03	\$ 7,218.00
345.1	Adjust Existing Valve	EA	6	\$ 493.47	\$ 2,960.82
345.2	Adjust Existing Manhole	EA	6	\$ 718.03	\$ 4,308.18
401	Traffic Control Plan	LS	1	0.00388	\$ 2,123.78
401a	Flaggers	HR	960	\$ 21.83	\$ 20,956.80
401.3b	Off Duty Police Officers	LS	1	0.01815	\$ 9,945.28
401c	Barricades and Signage	LS	1	0.01249	\$ 6,843.37
401d	Message Boards (each per day)	DAYS	180	\$ 78.96	\$ 14,212.80
401f	Incidental Traffic Related Items	LS	1	0.00564	\$ 3,093.55
402.2a	Thermoplastic Striping, 12" Stop Bars, White	LF	20	\$ 0.34	\$ 6.80
402.2b	Thermoplastic Striping, 18" Cross Walk, White	LF	88	\$ 0.51	\$ 44.88
402.3b	Temporary Striping, White	LF	1,250	\$ 0.13	\$ 162.50
402.3b	Permanent Striping, White	LF	1,250	\$ 0.13	\$ 162.50
403.1c	Sign Post Foundation	EA	10	\$ 104.98	\$ 1,049.80
	Relocate Existing Sign	EA	10	\$ 225.48	\$ 2,254.80
430.1	Landscaping	LS	1	\$ 8,000.00	\$ 8,000.00
505-1.2	60" Precast Concrete Manhole and Base	EA	2	\$ 5,332.25	\$ 10,664.50
505-3.1	Curb Inlet with Catch Basin, 10' (9.67') MAG Type D, L= 6'	EA	2	\$ 6,136.25	\$ 12,272.50
618-1.3	18" RCP	LF	60	\$ 126.85	\$ 7,611.00

Subtotal	\$ 674,922.75
20% Contingency	\$ 134,984.55
	\$ 809,907.30

SCOPING LEVEL ESTIMATE (Rounded) \$ 810,000

Project Name: N. Washington Avenue/Churchill Street
Reconstruction Project
Time and Fee Estimate

Date: 04/22/2015

		HOURS							SUB-CONSULTANT	REIMBURSIBLE COSTS	TOTAL COST
	RATE SCHEDULE 3	PRINCIPAL IN CHARGE	PROJECT MANAGER	PROJECT ENGINEER	DESIGNER/ DRAFTER	RESIDENT ENG OBSERVER	SURVEY TECHNICIAN	2 MAN SURVEY CREW			
		\$ 185.00	\$ 150.00	\$ 135.00	\$ 105.00	\$ 100.00	\$ 95.00	\$ 165.00			
PHASE 1	Preliminary Design Services										
Task 1	Kickoff Meeting		2	2					\$ -		\$ 570.00
Task 2	Project Research				8				\$ -		\$ 840.00
Task 3	Field Survey & Data Reduction						4	32	\$ -		\$ 5,660.00
Task 4	Base Map Preparation			2	12				\$ -		\$ 1,530.00
		0	2	4	20	0	4	32		Phase Subtotal	\$ 8,600.00
Phase 2	Preliminary Design (30%)										
Task 1	Preliminary Alignment Layouts			4	8				\$ -		\$ 1,380.00
Task 2	Geotechnical Investigation			1					\$ 4,715		\$ 4,850.00
Task 3	Preliminary Design Reports	2		32					\$ -		\$ 4,690.00
Task 4	30% Plan & Estimate Development	2	5	12	24				\$ -		\$ 5,260.00
Task 5	3rd Party Utility Coordination				2				\$ -		\$ 210.00
Task 6	30% Plan Review Meeting		2	2					\$ -		\$ 570.00
Task 7	Monthly Progress Meeting		2						\$ -		\$ 300.00
		4	9	51	34	0	0	0		Phase Subtotal	\$ 17,260.00
Phase 3	60% Design Services										
Task 1	Utility Potholes			1				4	\$ 4,451		\$ 5,246.00
Task 2	60% Design Reports	2	1	12					\$ -		\$ 2,140.00
Task 3	60% Plan, Specifications, and Estimate Development	2	6	12	24				\$ -		\$ 5,410.00
Task 4	3rd Party Utility Coordination				2				\$ -		\$ 210.00
Task 5	60% Plan Review Meeting		2		2				\$ -		\$ 510.00
Task 6	Monthly Progress Meeting		2		2				\$ -		\$ 510.00
Task 7	Public Meeting		4		3				\$ 3,959		\$ 4,874.00
		4	15	25	33	0	0	4		Phase Subtotal	\$ 18,900.00
Phase 4	90% Design Services										
Task 1	Finalize Design Reports		1	2							\$ 420.00
Task 2	90% Plan, Specifications, and Estimate Development	2	6	8	16				\$ -		\$ 4,030.00
Task 3	3rd Party Utility Coordination				2				\$ -		\$ 210.00
Task 4	90% Plan Review Meeting		2		2				\$ -		\$ 510.00
Task 5	Monthly Progress Meeting		2		2				\$ -		\$ 510.00
		2	11	10	22	0	0	0		Phase Subtotal	\$ 5,680.00
Phase 5	Final Plan Design Services								\$ -		
Task 1	100% Plan, Specifications, and Estimate Development	2	1	4	12				\$ -		\$ 2,320.00
		2	1	4	12	0	0	0		Phase Subtotal	\$ 2,320.00

Project Name: N. Washington Avenue/Churchill Street
Reconstruction Project
Time and Fee Estimate

Date: 04/22/2015

		HOURS							SUB-CONSULTANT	REIMBURSIBLE COSTS	TOTAL COST
	RATE SCHEDULE 3	PRINCIPAL IN CHARGE	PROJECT MANAGER	PROJECT ENGINEER	DESIGNER/ DRAFTER	RESIDENT ENG OBSERVER	SURVEY TECHNICIAN	2 MAN SURVEY CREW			
		\$ 185.00	\$ 150.00	\$ 135.00	\$ 105.00	\$ 100.00	\$ 95.00	\$ 165.00			
Phase 6	Bidding Phase Services										
Task 1	Pre-Bid Meeting		2	2					\$ -		\$ 570.00
Task 2	Prepare Addendum(s)			4	2				\$ -		\$ 750.00
		0	2	6	2	0	0	0		Phase Subtotal	\$ 1,320.00
Phase 7	Post Design Construction Services										
Task 1	Pre-Construction Meeting		2			2			\$ -		\$ 500.00
Task 2	Establish Survey Control							4	\$ -		\$ 660.00
Task 3	Submittal Review		2	2		8			\$ -		\$ 1,370.00
Task 4	RFI Responses		2	4		4			\$ -		\$ 1,240.00
Task 5	Weekly Construction Meetings		2	4		8			\$ -		\$ 1,640.00
Task 6	Limited Construction Inspection					40			\$ -		\$ 4,000.00
Task 7	As-Built Survey							12	\$ -		\$ 1,980.00
Task 8	As-Constructed Plans & Certifications	2	6	2	8				\$ -		\$ 2,380.00
		2	14	12	8	62	0	16		Phase Subtotal	\$ 13,770.00
Phase 8	Reimbursables and Allowances										
Task 1	Project Reimbursables								\$ -	500	\$ 500.00
Task 2	Contract Allowance								\$ -		\$ 7,000.00
		0	0	0	0	0	0	0		Phase Subtotal	\$ 7,500.00
									Design Phase Subtotal		\$ 39,635.00
									Sub-Consultant Subtotal		\$ 13,125.00
									Design Phase Services Total		\$ 52,760.00
									Post Design Phase Services		\$ 15,090.00
									Project Management		\$ 7,500.00
	HOURS	14	54	112	131	62	4	52			
	BUDGET	\$ 2,590.00	\$ 8,100.00	\$ 15,120.00	\$ 13,755.00	\$ 6,200.00	\$ 380.00	\$ 8,580.00	\$ 13,125.00	\$ 500.00	\$ 75,350.00



VICINITY MAP

N WASHINGTON AVENUE / CHURCHILL STREET RECONSTRUCTION PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-187 to Lyon Engineering for engineering services for the Schemmer Drive Pavement Reconstruction Project in an amount not to exceed \$130,631.00

Approved By:		Date:
Director:	Hash, Henry	05/11/2015
City Manager:	McConnell, Craig	05/15/2015

Item Summary

This item is to award City Contract No. 2015-187 to Lyon Engineering in the amount of \$130,631.00 for engineering and post-design services for the Schemmer Drive Reconstruction Project within the overall City Pavement Maintenance Program.

This contract includes geotechnical investigations to establish proper pavement structural sections, subsurface utility investigations, surveying, design reports, plans and specifications, and post design/construction services. A separate construction project will result from this engineering contract. The attached scope of services and fee proposal will become Exhibit "A" to the standard City contract for professional services.

Background

Pavement reconstruction is one element of the Public Works Department's comprehensive program to preserve, rehabilitate, and upgrade the City's street system. The annual Pavement Maintenance Program consists of three primary mitigation approaches to maintain and preserve the City street network: Pavement Preservation, Rehabilitation and Reconstruction.

Preliminary pavement and subsurface soils investigations have determined complete reconstruction of segments of Schemmer Drive is required. Design will also include drainage improvements.

City water and sewer facilities were evaluated and checked against the City Water and Sewer Models to identify necessary replacements or upgrades of the systems. It was determined that the existing water main on Fairgrounds Avenue is in need of upgrade.

Agenda Item: Award of City Contract No. 2015-187 with Lyon Engineering for engineering services for the Schemmer Drive Pavement Reconstruction Project in an amount not to exceed \$130,631.00

The contract includes design of these utility improvements, including necessary ADEQ approvals.

Procurement

The FY16-17 Pavement Reconstruction Program was separated into multiple projects to efficiently deliver them during the next two years. A request for proposals was issued for the list of projects. Design professionals responded to this request, and a review of each firm's qualifications, project approach and desired projects was conducted. Lyon Engineering was selected as the most qualified firm for this project.

Project Schedule

Engineering is scheduled to be completed within six (6) months of the notice to proceed following the schedule below:

Award of contract	May 26, 2015
Pre-Design Meeting	Week of June 1, 2015
Notice to Proceed (NTP)	Week of June 8, 2015
Design Completion	December 2015

Financial Impact

The design fee of \$90,094.00 is 9.3% of the estimated construction cost of the improvements. FY 2015 (programmed) and FY 2016 (pending) funding for this project is available from the Streets and Open Space, Water Funds.

Attachments

1. Scope and Fee (Exhibit A)
2. Vicinity Map

Recommended Action: **MOVE** to award City Contract No. 2015-187 to Lyon Engineering, for engineering services for the Schemmer Drive Pavement Reconstruction Project in an amount not to exceed \$130,631.00.

Schemmer Drive Pavement Reconstruction

City Project No. CIP15-013

Overview

Design services for the City of Prescott (City) FY 2016/2017 Pavement Reconstruction Program, Schemmer Drive (Project) will be performed by a consultant team led by Lyon Engineering & Surveying, Inc. (Engineer) & (Surveyor).

The scope of work associated with this project is based on a series of tasks as follows:

- Design Services
 - Task Series 1000, Project Management
 - Task Series 2000, Pre-Design
 - Task Series 3000, 30% Design
 - Task Series 4000, 60% Design
 - Task Series 5000, 90% Design
 - Task Series 6000, Final P.S. & E.
 - Task Series 7000, Sub-consultants & Coping and Courier Costs
- Post Design Engineering Services, Task Series 8000
 - Task 8100, Project Administration
 - Task 8200, Inspection Services
 - Task 8300, As-built Survey & Coping and Courier Costs
- Allowances
 - Contingency
 - Storm drain outlet design
 - Right of Way acquisition

Tasks and requirements set forth in this Scope of Work are generally defined by the following major elements for the design of the Schemmer Drive:

- Pavement reconstruction, grading, and drainage design of Schemmer Drive between Miller Valley Road to Fairgrounds Avenue and Fairgrounds Avenue from the termination of the existing unpaved roadway in the south to the existing curb and gutter in the north portion. The drainage design will be consistent with the current drainage pattern of the existing roadway. Lyon will design a new catch basin and storm drain from approximately the property located at 800 Schemmer Drive to the existing storm drain located at the intersection of Miller Valley Road. The drainage analysis will determine the capacity of the existing storm drain network from the west side of Miller Valley Road to the outfall west of property located at 503 Miller Valley Road. Design of a new storm drain network, for this section, is included under Allowances. This storm drain will replace the existing infrastructure located on private property. The remaining drainage design will consist of sheet flow from the pavement into sections of new curb and gutter and existing roadside channels.

- New six inch (6") water main from the fire hydrant at Gail Gardner Way and Fairgrounds Ave to the intersection of Fairgrounds Ave. and Schemmer Drive.
- Design of new water main stubs to replace the existing 2-inch gate valves at the intersections of El Monte and Kildare.
- Public Interaction
 - The Engineer will prepare exhibits and a presentation for one (1) public meeting to discuss the reconstruction project.
 - Beta Public Relations will provide all administrative and coordination for the public meeting. Their scope of services and fee is attached.
- Construction Administration Services
 - Provide engineering support during construction
 - Coordination with utilities and operations
 - Communication facilitation and documentation
 - Field Inspection and water main installation
 - Testing observation
 - Record Drawings

The firms involved in this project are listed below with their respective disciplines:

Firm	Services/Disciplines
Lyon Engineering & Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Engineering & Testing Consultants Inc.	Geotechnical
Earth Resources Corp, Inc.	Potholing Contractor
Beta Public Relations	Public Relations

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).

- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Authorize Engineer to discuss project details with and obtain information from utility service providers. Authorization will not include decision-making by Engineer.
- Title reports for private and City properties per a list of parcels submitted by the Engineer.
- 2012 Cooper Aerial Topography and Imagery as available.

Design Services

Task Series 1000 Project Management

Task 1010 General

Under this task the Engineer shall perform general project management and administration tasks. This category is limited to senior management oversight tasks that will consist of allocating proper resources to the project and confirm project direction. Additionally, this task will include project tracking.

The Engineer will monitor and track the project budget, schedule and quality control to ensure that all deadlines are met, that the project budget is not exceeded and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to monitor and address items as associated with the project schedule, project budget, issues of concern and QA/QC.

Task 1020 Management of Sub-consultants

The Engineer shall manage and coordinate the firms providing services for the completion of this project. The Engineer shall review and monitor the progress of the services being performed, prepare sub-consultant agreements, determine correctness of partial payment requests, and process payment requests.

The Engineer will also ensure timely completeness of sub-consultants work and submittals relative to project milestones. The Engineer will be responsible for QA/QC of all sub-consultant submittals.

Task Series 2000 Pre-Design

Task 2010 Kickoff Meeting

The Project Team will conduct a project kickoff meeting with the City and its representatives. The purpose of this meeting will be as follows:

- Introduce the Project Team

- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Identify City contacts
- Establish communication protocol and project procedures
- Develop a project meeting schedule

➤ **Deliverables:** Meeting Notes, Action Item List and Decisions List

Task 2020 As-built Acquisition and Review

The Engineer will obtain as-builts of all existing wet and dry utilities in the project area and conduct a thorough review to determine potential conflicts prior to determining pothole locations.

Task 2030 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the City Project Manager to determine the location of potholes necessary for the design of the Project.

➤ **Deliverables:** Meeting minutes

Task 2040 Pothole Coordination

The Engineer will coordinate with the Pothole Sub-consultant and Surveyor to ensure timely potholing and field survey of the utility locations determined in Task 2030.

Task 2050 Pothole Utility Survey

The Surveyor will record field coordinates on the top of exposed utility conduits and pipes upon completion of potholing by the potholing Sub-consultant.

Task 2060 Field Topography Survey

The Surveyor will conduct a field topography survey to determine the horizontal and vertical location of existing: grades; pavement; shoulders; wet & dry utilities; signage & striping; and applicable vegetation such as large trees located in the project limits. The Surveyor will utilize the City datum and control network and will provide coordinates on the City coordinate system.

Task 2065 Field Data Import & Analysis

The Engineer will import and analyze the field data obtained from the field survey of the existing roadway, utilities, utility potholes, and drainage structures and analyze their location in relation to the proposed Schemmer Drive design.

Task 2070 Detailed Design Schedule

The Engineer will submit a detailed design schedule depicting all major tasks and primary submittal dates for approval by the City. Thereafter, the Engineer will be responsible for notifying the City on a monthly basis of any changes to this schedule and their justification. The Engineer will include a minimum of three (3) weeks for each of the City review periods.

- **Deliverables:** Detailed Design Schedule

Task 2080 Title Research & Review

The Project Manager (City of Prescott) will supply to the Engineer and Surveyor title reports with accompanying schedule B's per a predetermined list of parcel owners provided by the Engineer. The Surveyor will then review the data and provide a CAD file to the Engineer for use in the production of the base CAD file.

Task 2085 Right-of-Way and Property Boundary Survey

The Surveyor will attain and review existing right-of-way, property deeds, plats, and Records of Survey in the vicinity of the Project. From these documents the Surveyor will create ideal coordinates for locations of property corner identifiers such as right-of-way monuments, caps, rebar, nails, etc. The Surveyor will conduct a field survey of the ideal coordinates and locate as many property corner identifiers as can be found. From the field survey the Surveyor will provide a CAD file to the Engineer for use in the production of the base CAD file.

Task 2090 Design Development

This task will focus on the development of the base CAD file for use in the ultimate design.

- **Deliverables:** Base CAD file

Task Series 3000 30% Design

Task 3010 Preliminary Design Report

The Engineer will submit to the City a Preliminary Design Report (PDR) including the following sections to meet the City PS&E checklist:

- a) Right-of-way & Parcel assessment:
The Engineer will analyze the existing right-of-way widths and locations, the existing parcel owners, and the potential areas for right-of-way or easement acquisition. The Engineer will provide the City a preliminary set of right-of-way plans based on the 30% design.
- b) Roadway Analysis:
The Engineer will analyze the existing roadways including sight distance, design speed, pavement conditions and driveway access.
- c) Drainage Analysis:

The Engineer will analyze the existing drainage basins that could potentially affect the project and provide a preliminary recommendation of improvements including a new storm drain system to convey runoff within the right of way and out of private property. The drainage analysis will include the capacity analysis of the existing outlet drainage pipe east of Miller Valley Road. The drainage report will be in the format approved by the City of Prescott.

d) **Geotechnical Report:**

The Engineer will provide a copy of the geotechnical report performed by Engineering Testing & Consultants as a section in the Appendix of the PDR.

e) **Utility pothole map and survey information**

The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities including but not limited to: manhole rims and inverts, slopes, top of main line elevations, top of dry utility elevations, power poles, valve locations, etc.

Task 3020 30% Plan Set

The Engineer will submit to the City a Preliminary 30% Design plan set including the following items:

a) **Existing conditions including**

- i. Right-of-way and easements
- ii. Topography
- iii. Benchmarks
- iv. Adjacent property lines
- v. Existing pavement limits
- vi. Existing vertical and centerline alignments
- vii. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits

b) **Proposed preliminary improvements including:**

- i. Conceptual design of reconstruction limits
- ii. Proposed plan and profile alignments
- iii. Cut and fill catch points
- iv. Wall locations
- v. Drainage structures
- vi. Dry utility conflicts and relocations
- vii. Plan & profile for all required facilities including – road and drainage, water main
- viii. Roadway typical sections
- ix. Pavement sections
- x. Right-of-way including parcel and owner information

Task 3030 30% Engineers Cost Estimate

The Engineer will provide a preliminary engineers cost estimate for the project based on the preliminary 30% design plan set.

➤ **Deliverables for Task Series 3010 to 3030:**

- Three (3) 11" x 17" copies of the Preliminary 30% Design Plan Set
- One (1) 22" x 34" copy of the Preliminary 30% Design Plan Set
- Two (2) copies of the Preliminary Design Report
- Two (2) copies of the 30% Engineers Cost Estimate
- Two (2) copies of the Land Acquisition Estimate

Task 3060 30% Submittal Review and Design Review Meeting

The Engineer will conduct submittal and conflict resolution meeting. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meeting will occur after the City has reviewed the submittal and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

Task 3070 Coordination with Utility Companies

The Engineer will coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 30% design stage. Utility clearance letters will be requested from each utility company.

Task 4000 60% Design

Task 4010 Draft Final Design Report

The Engineer will submit to the City a Draft Final Design Report (DFDR) including the following sections to meet the City PS&E checklist:

- a) Right-of-Way & Easement purchase plans
The Engineer will provide a right-of-way and easement purchase plan and contact summary including property owners for water and road improvements.
- b) Roadway Analysis:
The Engineer will analyze the existing roadways including sight distance, design speed, pavement conditions and driveway access.
- c) Drainage Analysis:
The Engineer will provide detailed analysis of the proposed drainage infrastructure for the project including the outlet east of Miller Valley Road.
- d) Geotechnical Report:
The Engineer will provide a copy of the geotechnical report performed by Engineering & Testing Consultants, Inc. as a section in the Appendix of the DFDR.

- e) Utility pothole map and survey information
The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities.

Task 4020 60% Plan Set

The Engineer will submit to the City a 60% Design plan set including the following items:

- a) Existing conditions including
 - i. Right-of-way and easements
 - ii. Topography
 - iii. Benchmarks
 - iv. Adjacent property lines
 - v. Existing pavement limits
 - vi. Existing vertical and centerline alignments
 - vii. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- b) Proposed improvements including:
 - i. Final horizontal layout and roadway improvements
 - ii. Final cut and fill catch points
 - iii. Draft Final wall locations with plan & profile
 - iv. Draft Final drainage structures including profiles
 - v. Updated dry utility conflicts and relocations
 - vi. Plan & profile for all required facilities including – road and drainage and water main
 - vii. Roadway typical sections
 - viii. Pavement sections
 - ix. Preliminary signage & striping sheets
 - x. Erosion control plan sheets
 - xi. Right-of-way including parcel and owner information
 - xii. Preliminary detail sheets
 - xiii. Draft construction notes

Task 4030 60% Engineers Cost Estimate

The Engineer will provide the total estimate of quantities and the engineers cost estimate for the project based on the preliminary 60% design plan set.

Task 4040 Draft Specifications & Special Provisions

The Engineer will provide draft specifications based on the City's boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the special provisions produced by the Engineer.

➤ Deliverables for Task Series 4010 to 4040:

- Three (3) 22" x 34" copies of the 60% Design Plan Set
- Two (2) copies of the Draft Final Design Report
- Two (2) copies of the Draft Specifications and Special Provisions
- Two (2) copies of the total estimated quantities and Engineers Cost Estimate

Task 4050 60% Submittal Review and Design Review Meetings

The Engineer will conduct submittal and conflict resolution meeting. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meeting will occur after the City has reviewed the submittal and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

Task 4060 Coordination with Utility Companies

The Engineer will coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 60% design stages. A comment resolution meeting will be held at the 60% design level with the Engineer, utility companies and City staff. Utility clearance letters will be requested from each utility company.

Task 4070 Public Open House Meeting

The Engineer will assist the City in organizing and conducting one (1) public meeting at the 60% design level.

- **Deliverables:** Presentation Material, Meeting Notes

Task 5000 90% Design

Task 5010 Final Design Report

The Engineer will submit to the City a Final Design Report (FDR) including the following sections to meet the City PS&E checklist:

- a) **Drainage Analysis:**
The Engineer will provide a final detailed analysis of the proposed drainage infrastructure for the project and proposed detention analysis and provide a final scour analysis for channel bottoms.
- b) **Roadway Analysis:**
The Engineer will provide a final roadway design analysis

- c) Final Structural Design Report
The Engineer will provide a final structural design for proposed structures that do not conform to typical details including City of Prescott, YAG, MAG, or ADOT.
- d) Geotechnical Report:
The Engineer will provide a copy of the geotechnical report performed by Engineering & Testing Consultants, Inc. as a section in the Appendix of the FDR.
- e) Utility pothole map and survey information
The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities.

Task 5020 90% Plan Set

The Engineer will submit to the City a 90% Design plan set including the following items:

- a) Existing conditions including
 - i. Right-of-way and easements
 - ii. Topography
 - iii. Benchmarks
 - iv. Adjacent property lines
 - v. Existing pavement limits
 - vi. Existing vertical and centerline alignments
 - vii. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- b) Proposed improvements including:
 - i. Final horizontal layout and roadway improvements
 - ii. Final cut and fill catch points
 - iii. Final wall locations with plan & profile
 - iv. Final drainage structures including profiles
 - v. Final dry utility conflicts and relocations
 - vi. Final plan & profile for all required facilities including – road and drainage and water main
 - vii. Final roadway typical sections
 - viii. Final pavement sections
 - ix. Final signage & striping sheets
 - x. Final erosion control plan sheets
 - xi. Final Right-of-way including parcel and owner information
 - xii. Final detail sheets
 - xiii. Final construction notes

Task 5030 Final Total Estimated Quantities and Engineers Cost Estimate

The Engineer will provide the final total estimate of quantities and the engineers cost estimate for the project based on the preliminary 90% design plan set.

Task 5040 Final Specifications & Special Provisions

The Engineer will provide final specifications based on the City's boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the special provisions produced by the Engineer.

➤ **Deliverables for Task Series 5010 to 5040:**

- Three (3) 22" x 34" copies of the 90% Design Plan Set
- Two (2) copies of the Final Design Report
- Two (2) copies of the Final Specifications and Special Provisions
- Two (2) copies of the final total estimated quantities and Engineers Cost Estimate

Task 5050 90% Submittal Review and Design Review Meetings

The Engineer will conduct submittal and conflict resolution meeting. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meeting will occur after the City has reviewed the submittal and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

Task 5060 Coordination with Utility Companies

The Engineer will coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 90% design stages. Final utility clearance letters will be obtained from each utility company.

Task 5070 ADEQ Water Permitting

The Engineer will submit the signed and stamped 90% plans and final design report to Yavapai County Development Services for the Arizona Department of Environmental Quality (ADEQ) for review and approval of the water main improvements portion of the project.

- **Deliverables:** Forms necessary for Yavapai County ADEQ Water Permitting

Task 5080 Right-of-Way Dedications & Legal Descriptions

The Surveyor will provide right-of-way dedications and easement legal descriptions as deemed necessary with completion of the 90% Final plans. These items will be provided

to the City by the Engineer for use in acquiring the property (purchase or donation) and recordation.

Task 6000 Final P.S. & E.

Task 6010 Final Civil Plans

The Engineer will submit to the City Final Civil Plans for approval and City signature on Mylar. Once signed by the City, the Engineer will provide digital copy of the signed plans in Adobe PDF format.

Task 6020 Final Design Report

The Engineer will submit the signed, stamped, and City approved Final Design Report.

Task 6030 Final Total Estimated Quantities and Engineers Cost Estimate

The Engineer will provide the signed and stamped final total estimate of quantities and the engineers cost estimate for the project based on the final design plan set.

Task 6040 Final Technical Specifications

The Engineer will provide the signed and stamped final specifications based on the City's boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the final special provisions produced by the Engineer.

Task 6050 Approved Permits

The Engineer will submit the approved permits obtained from the required environmental agencies.

➤ Deliverables:

- One (1) Mylar 22" x 34" of the Final Plan Set
- Two (2) copies of the Final Design Report
- Two (2) copies of the Final Specifications and Special Provisions
- Two (2) copies of the final total estimated quantities and Engineers Cost Estimate
- Two (2) compact discs containing the Final P.S. & E. in Adobe PDF format, base CAD file, and CAD sheet files

Task 7000 Sub-consultants and Direct Costs

Task 7010 Potholing

The Engineer will contract the services of Earth Resources Corporation to perform up to twelve (12) utility potholes. Contract will be paid on the actual number of potholes performed.

See Appendix A for a copy of the proposal for this work.

Task 7020 Geotechnical

The Engineer will contract the services of Engineering & Testing Consultants, Inc. to provide the geotechnical investigation including the following tasks:

- Soil borings located in the area of proposed improvements
- Pavement section design for roadways, access roads, and parking lots
- Chemical properties of soils
- Foundation, backfill, and engineered fill recommendations for box culvert
- Existing Pavement Condition Assessment

See Appendix A for a copy of the proposal for this work.

Task 7025 Public Relations

The Engineer will contract the services of Beta Public Relations. to provide the one public meeting, including the following tasks:

- Secure location, mailers, and notification for the public meeting
- Provide all equipment for displays and documents for the public meeting

See Appendix A for a copy of the proposal for this work.

Task 7030 Copying and Courier

The Engineer has added this item to cover various printing costs of plan sets, reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Task Series 8000 Post Design Services

The objective of post design engineering services is to assure that construction of the Project is carried out in accordance with the intent of the design and the requirements of regulatory agencies, with a minimum of disruption to ongoing activities of the stakeholders and roadway commuters.

The engineering services during construction to be performed by the Engineer consists of the following subtasks:

- Project Administration

- Project Meetings – construction progress and coordination
- Project Coordination
- Issue Resolution
- The Engineer will respond in writing to Requests for Information (RFIs) from the Contractor through the Project Manager.
- Submittal of Shop Drawing review
- Record Drawings
- As-built coordination
- As-built surveying

As the Owner, the City will be the central point of contact for the Contractor and the Engineer. Instructions to the Contractor will be issued by the City per the construction contract.

Task 8100 Project Administration

The Engineer will provide administrative services to facilitate construction activities and communicate with the City regarding the construction progress. These tasks will include conducting regularly scheduled meetings, meeting notes, special coordination meetings, monitoring construction schedule, reviewing and certifying progress payments, construction photographs, reviewing Contractor's redline markup as-built drawings on an on-going basis, coordination with City personnel, other Engineer management and coordination, maintain records and reports of construction inspection and testing activities, and general document maintenance and management. The Engineer will maintain a log of all work items, including RFIs, submittals, alternates, claims, etc.

Task 8110 Conferences and Meetings

The Engineer will attend on an as needed basis the meetings identified below. Other Project Team members will be requested to attend meetings as deemed necessary.

Meetings attended by the Engineer include:

- Construction Progress Meetings on an as needed basis (attended by Key Project Team members) as necessary. These meetings will be scheduled and coordinated by the Contractor.
- Work Coordination Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.
- Issue and RFI Resolution Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.

Task 8120 Project Coordination

The Engineer will coordinate with City personnel and the Contractor to establish requirements for written Work Plans prior to construction work at major tie-ins, shutdowns, or other operations and traffic interruptions and interfaces. The Engineer will review Work Plans presented by the Contractor to verify that they include sufficient detail and appropriate provisions to provide continuity of service and operations during the

work in accordance with the City requirements. The City and Engineer Project Team will review and approve the Work Plans and will inspect the execution of these activities. Work plans will be submitted to both the Engineer and Project Manager.

Task 8130 Issue Resolution

The Engineer will act as main point of contact to the Project Manager and will be responsible for routing and maintaining records of Requests for Information (RFI). The Engineer will maintain a log of RFIs for monitoring the status and timeliness of responses. The Engineer Project Team will assist with the RFI response development in relation to their area of design responsibility with the Project Manager issuing the completed response to the Contractor and City. The Engineer will issue interpretations and clarifications of the requirements of the Contract Documents, as requested by the Contractor in a RFI or other format as deemed suitable by the City Project Manager, to facilitate proper fabrication, construction, or installation of the work.

The Engineer will evaluate, at City request, Contractor's claims to determine if they are justified under the Contract and will review Contractor's proposals for additional compensation and/or time relating to changes or claims. The Engineer will assist with the claim reviews as required.

Task 8140 Submittal Reviews

The Engineer will review product data, shop drawings, test results, operations and maintenance manuals, and other data that the Contractor is required to submit. Submittals will be transmitted, processed and filed electronically. The Engineer will be responsible to distribute the submittals to the appropriate Project Team members and consolidate the reviews of different members into a single review to the Contractor. Such review and approval or other action will not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. The Engineer will consolidate comments for multidiscipline submittal reviews for issuance to the Contractor. The City of Prescott will maintain a submittal log for monitoring the status and timeliness of responses. Pavement and concrete mix design will be reviewed and approved by the City of Prescott.

Task 8150 Record Drawings

The Engineer will develop record drawings based on Contractor field notes and redlines, and as-built field coordinates provide by the Surveyor. The drawings will be updated in CAD and delivered to the City as pdf, dwg or dgn and hard copies. The Engineer will submit three (3) full size sets, three half size sets, and three soft copy CDs to the City.

➤ Deliverables:

- Three (3) 11" x 17" copies of the Record Drawings

- One (1) 22" x 34" copies of the Record Drawings on Mylar
- One (1) CD containing the Record Drawings in PDF, dgn or dwg electronic format

Task 8200 Inspection Services

The Engineer team will conduct as needed, daily inspections and special inspections, and coordinate for other required inspections, so as to ensure quality work and to prevent any delays to work progress and completion. Construction will be managed and inspected by City personnel, Lyon Engineering will inspect the water main for preparation of the ECC. The Engineer will perform the following:

Task 8210 Coordination

The Engineer and Project Manager will monitor construction activities and, in close coordination with the Contractor, will arrange for all testing and inspection to be conducted at the appropriate hold-points. This includes inspections by dry utilities and others, as appropriate. LE will not certify the installation or relocation of dry utilities.

Copies of special inspection and testing reports, and of approved changes, will be maintained at the project site for review by the project.

Task 8220 Engineers Certificate of Completion (ECC)

Prepare Certificate of Completion with all supporting documentation, including all test results and supporting data, apply for and obtain Approval to Operate status from ADEQ.

Task 8230 Site Visits

The Engineer Team members' engineering staffs and/or managers, will conduct occasional, periodic visits to the site to make spot checks of work-in-progress, review site conditions in response to an RFI or changes or to assist in coordination of construction issues requiring their attention. Lyon staff will be present for the testing of the water main extension on Fair Street.

Task 8240 Substantial and Final Completion Inspections

The Engineer will coordinate with the City and conduct inspections jointly with the City and the Contractor to determine if the Project is substantially complete and will, before issuing a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction (punch list). Upon verification that the City is in agreement with the Substantial Completion determination, the Engineer will issue the Certificate of Substantial Completion and the punch list.

The Engineer will conduct a final inspection to determine if the finished Work has been completed to the standard required by the Contract Documents and that Contractor has

fulfilled its obligations as required. This inspection will be based on the punch list and any other functional or operational deficiencies that occur in the time period between when the punch list is generated and the Final Inspection. Once it has been determined that the Work is finished and complete and the City is in agreement with the determination, the Engineer will recommend, in writing, final payment to Contractor.

Task 8300 As-built Survey

Task 8310 As-Built Field Survey

The Surveyor will coordinate closely with the Contractor, Engineer, and City Inspector during construction activities to facilitate the field survey of the as-built location of constructed items including:

- Water mains, valves, meters, and appurtenances
- Sewer mains, manholes, cleanouts, and services
- Drainage infrastructure
- Roadway Improvements

Task 8320 Copying and Courier

The Engineer has added this item to cover various printing costs of as-built plan sets, reports, test results, and ECC. This item will be billed at cost plus 10 percent to cover overhead.

Allowances

Contingency (5%)

The Engineer has added a five-percent (5%) contingency to the contract to cover additional design changes, modifications, survey services, or post design services on an as needed basis. This contingency cannot be used without the express written consent of the City Engineer.

Storm Drain Outlet Design

The Engineer has added a line item for the design, easement acquisition, and post design coordination for the design a new storm drain outlet from the west side of Miller Valley Road to the outlet, located east of the property located at 503 Miller Valley Road. The capacity of this existing storm drain is currently unknown, therefore, the drainage analysis will determine if this section of storm drain is under capacity and will require replacement. The design will consist of an additional or new storm drain pipe to convey the runoff downstream to the existing outfall.

Right of Way Acquisition

The Engineer has added this line item to the contract to cover additional survey services for the City of Prescott to obtain additional right of way or easements. It is not anticipated that additional right of way will be required at this time, but if slope or drainage easements are required for the reconstruction of Schemmer Drive, this allowance can be used for the preparation of legal descriptions, map of dedication, and placement of new survey monuments.

Scope Assumptions

1. The level of effort assumes that the project will not be phased. Allowance items have been added at the request of the City to cover the costs associated with an additional design changes, modifications, survey services, or post design services on an as needed basis.
2. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
3. The Contractor will responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
4. Bid Document reproduction and distribution costs will be paid by the City.
5. City of Prescott and/or dry utility companies will be responsible/conduct all inspections on their own dry utility line (power, gas, cable, telephone, etc.).
6. No structural design or structural inspections will be required for this project

Standard of Care

Lyon Engineering shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. Lyon Engineering and City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

APPENDIX A – Sub-consultant Proposals

Geotechnical – Engineering & Testing Consultants Inc.

Pothole - Earth Resources Corporation

Public Relations – Beta Public Relations



ENGINEERING & TESTING CONSULTANTS INC.

April 16, 2015

Mr. Scott A. Lyon, P.E., R.L.S.
Lyon Engineering & Surveying, Inc.
1650 Willow Creek Road
Prescott, Arizona 86301

**SUBJECT: REVISED PROPOSAL FOR SUBSURFACE SOIL EXPLORATION –
SCHEMMER DRIVE, PRESCOTT, AZ**

Dear Mr. Lyon:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for the above referenced project.

We understand that the project will include pavement reconstruction of Schemmer Drive, from Miller Valley Rd. to Fairgrounds Ave. with drainage improvements, as well as Fairgrounds Ave from Schemmer to Gail Gardner Way.

The objective of this subsurface soil exploration and soil survey is to provide subsurface soil conditions and recommendations regarding site grading, pavement structural section, and soil corrosivity for the proposed roadways and drainage improvements.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

The field exploration will include completing five (5) borings along Schemmer Drive and Fairgrounds Ave.

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. The field work will include an exploration for the following conditions.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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



Mr. Scott A. Lyon, P.E., R.L.S. – Lyon Engineering & Surveying, Inc.
Geotechnical Engineering Services – Schemmer Drive, Prescott, AZ
April 16, 2015
Page 2 of 3

- General site characteristics and pavement surface conditions.
- Thickness of existing pavement structural section.
- Subsurface soil characteristics, approximate boundary between soil types, and soil sampling.
- Water level measurements (if encountered).
- A total of five (5) auger test borings will be drilled to depths of approximately 14 feet below existing pavement grade, or to auger refusal.

Laboratory Analysis

Representative soil samples will be collected during the boring operation for laboratory analysis of physical properties and corrosivity potential.

Exploration Report

A final report will be compiled that includes the following:

- a. Boring logs showing the stratification lines of the various soil types and pavement structure encountered during the field exploration.
- b. Results from laboratory testing conducted on selected samples.
- c. General pavement and surface conditions.
- d. Description of the subsurface soil and/or rock conditions encountered, including expected excavation conditions for utility trenches.
- e. Recommendations for design parameters as outlined in the request. Such parameters will include site grading and utility backfill, pavement structural section, mitigation of subsurface water, if encountered, and potential soil corrosivity to iron pipe.

PAYMENT AGREEMENT

We estimate the subsurface soil exploration to cost \$4,550.00 and we propose to provide these services for a lump sum fee of \$4,550.00. We propose to provide these services for the lump sum fee provided. Should we encounter conditions which require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.



Mr. Scott A. Lyon, P.E., R.L.S. – Lyon Engineering & Surveying, Inc.
Geotechnical Engineering Services – Schemmer Drive, Prescott, AZ
April 16, 2015
Page 3 of 3

ETC can schedule the fieldwork to be performed within 1 to 2 weeks upon your authorization to proceed. We anticipate completion of the final report in approximately four weeks following the authorization.

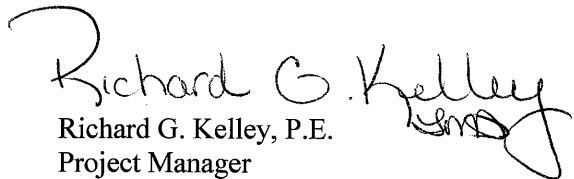
AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work and fees, as quoted above, for the subsurface soil exploration/soil survey, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.


Richard G. Kelley, P.E.
Project Manager

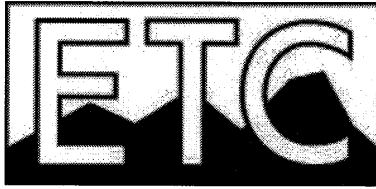
Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: _____ Date: _____

Printed

Name: _____ Title: _____



ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

<u>Engineering Services</u>	<u>Charge Rate (hourly)</u>
------------------------------------	------------------------------------

Staff Engineer	\$120.00
Project Engineer.....	\$130.00
Sr. Project Engineer.....	\$145.00
Principal Engineer.	\$155.00

<u>Materials Testing Services</u>	<u>Charge Rate (hourly)</u>
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Engineering Technician.....	\$70.00
Senior Level Engineering Technician	\$75.00
Special Inspector.....	\$70.00

<u>Laboratory Testing</u>	<u>Charge Rate (each)</u>
----------------------------------	----------------------------------

Soil Aggregate:

Plasticity Index (wet prep).....	\$100.00
Plasticity Index (dry prep)	\$65.00
Moisture Density Relationship.....	\$120.00
Particle Size Analysis	\$75.00

Geotechnical:

Expansive Potential.....	\$150.00
Expansive Index.....	\$225.00
Consolidation/Swell	\$175.00

Asphalt:

Asphalt Content with Gradation by Ignition Method	\$150.00
Marshall Density.....	\$100.00
Rice Test	\$120.00

Concrete/Grout/Mortar:

Compression Tests (per Specimen).....	\$18.00
Compression Tests Drilled Cores (per Specimen)	\$45.00

TERMS AND CONDITIONS ENGINEERING & TESTING CONSULTANTS, INC. (ETC)

SECTION 1: SCOPE OF WORK: ETC shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change as the work is in progress. ETC will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ETC can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by ETC pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish ETC with right-of-access to the site in order to conduct the planned work. While ETC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-site test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The Client will furnish ETC with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. ETC reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. ETC reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to ETC prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, ETC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ETC harmless and indemnify ETC for any claims, payments or other liability, including costs and attorney fees, incurred by ETC for any damages to subterranean structures or utilities which are not called ETC's attention and correctly shown on the plans furnished to ETC.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ETC of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ETC may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ETC employees, agents or subcontractors.

If ETC observes or suspects the existence of unanticipated hazardous materials during the course of provided services, ETC may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of ETC, ETC may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: ETC does not create, generate or at any time own or take possession of ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: ETC will furnish two copies of the report to the Client. ETC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ETC.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ETC as instruments of service, shall remain the property of ETC unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: ETC shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". ETC shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ETC against claims or liabilities arising from performance of services under this agreement. ETC obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by ETC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or exploration are made by ETC and that the data, interpretations and recommendations of ETC are based solely upon the data available to ETC. ETC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: ETC has adopted safety policy procedures for its personnel when providing services at construction sites. ETC will adhere to these procedures, as site conditions require. A copy of the "Health & Safety Manual" is on file with the corporate safety officer and is available for review. ETC is not responsible or liable for injuries or damage incurred by third parties who are not employees of ETC.

It is understood that ETC will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ETC to subpoenas issued by any party other than ETC in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The Client agrees to limit ETC's liability to the owner and all construction contractors and subcontractors on the project arising from ETC's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ETC to all those named shall not exceed \$50,000, or ETC's total fee for the services rendered on this project, whichever is greater, and Client hereby releases ETC from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ETC's liability for damages suffered by the contractor or the subcontractor arising from ETC's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others that may arise on account of ETC's professional acts, errors or omissions.

SECTION 14: INSURANCE: ETC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ETC agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ETC, its employees, agents, subcontractors and their employees and agents. ETC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ETC shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ETC.

SECTION 15: INDEMNITY: The Client acknowledges that ETC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or safety conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against ETC and agrees to indemnify and save ETC, its agents, and employees harmless from any claim, liability or defense costs, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to ETC's performance of services hereunder. Client and ETC agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: TESTING AND OBSERVATION SERVICES: If ETC is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set for in the proposal, then this section applies. For the specified assignment, ETC will report test results, observations and professional opinions to Client.

The presence of ETC field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defect discovered in his work.

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements.

With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: ETC will retain all soil and rock samples that are transported to ETC laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ETC shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ETC required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor ETC may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ETC's services.

SECTION 22: ARBITRATION: As an inducement to obtain the services of ETC, the Client has expressly agreed that all disputes between the parties shall be submitted to arbitration according to the rules of the American Arbitration Association and the decision of the arbitrator(s) shall be final and that any arbitration award rendered pursuant to this provision may be reduced to judgement and any failure by either party to abide by such arbitration award shall be subject to the sanctions set forth under "General Conditions." It is expressly understood by the Client that ETC would not render professional services to the Client but for this arbitration provision.



P.O. Box 1420,
Dewey, AZ 86327

928-775-2795 Office
928-268-3487 Fax

ROC #259019

Wyatt W. Orr
928-713-0215 cell
www5th@yahoo.com

Wil W. Orr
928-899-6365
worr@prescott.edu

KA - Dual Engineering
OSHA HAZWOPER Certified

Bid Proposal Addressed To:

Lyon Engineering
1650 Willow Creek Rd
Prescott, AZ 86301

Project Name

Potholes for Pavement Preservation

Project Location

Schemmer Drive, Prescott, AZ 86301

Plans drawn by:

Dated:

DESCRIPTION	Units	Unit Cost	Total
Mobilization	1	250.00	250.00
Perform potholing for 12 location including required ROW permit and traffic Control.	12	507.00	6,084.00
Sales Tax--COP			343.78

TOTAL \$6,677.78

EXCLUSIONS: Proposal does not include the following: S.W.P.P. Plan, survey or layout, density testing, special inspections, export of any unknown hazardous materials, rock excavation (any hard dig situation incurred that a 310 size, rubber-tire backhoe is unable to dig), blasting and hammer hoe expenses, or permits.

ESTIMATE IS GUARANTEED FOR 30 DAYS FROM ORIGINAL DATE.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specification involving extra costs, will be executed only upon written orders and will become an extra charge in addition to the original amount.

Wyatt Orr
4/14/2015

Date

ACCEPTANCE SIGNATURE

Printed Signature Date

April 21, 2015

Mr. Scott Lyon
Lyon Engineering
1650 Willow Creek Road
Prescott, AZ 86301

Submitted via e-mail to slyon@cableone.net

Re: Cost Quote for Public Involvement Services – Schemmer Drive Reconstruction Project

Mr. Lyon:

Beta Public Relations (BetaPr) respectfully submits this cost quote for Public Involvement Services for the Schemmer Drive Reconstruction Project. This project consists of design work including pavement reconstruction and drainage improvements along Schemmer Drive from Miller Valley Road to Fairgrounds Avenue. Due to the eventual benefits and potential impacts to area businesses, public involvement is important to managing perception of the project.

Public involvement efforts for promoting one public meeting will begin immediately upon acceptance of this scope and estimated fee. Tasks associated with the public involvement effort, including estimated cost to complete each task are outlined below. If necessary, we will adjust our estimate to accommodate the City's needs, or any scope changes.

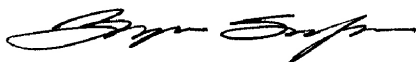
Project Scope	Estimated Cost
Task 1 – Project Notification Flier Design and Distribution BetaPr will design and produce a project notification flier that will serve as a public meeting invitation and general project information piece. The flier will be mailed to residents, businesses, and property owners in and around the project area prior to the public meeting.	\$600.00
Task 2 – Newspaper Advertisement Design and Publication BetaPr will design and publish a newspaper advertisement in the Prescott <i>Daily Courier</i> . The advertisement will invite interested parties to attend the public meeting, highlight project details, and provide information on how to stay connected with the project team.	\$220.00

Task 3 – Promoting and Hosting Public Meeting BetaPr will promote and host the public meeting. Hosting includes acquiring the venue, development and production of meeting materials, assisting with presentations, meeting set-up and take-down, and meeting facilitation. After the meeting is complete, a Public Meeting Summary will be provided to the team aggregating all comments and input received.	\$1,320.00
Total Estimated Labor Expenses	\$2,140.00
Direct Expenses	Estimated Cost
Printing – 100 pieces (Notification Flier) x \$0.30 per piece	\$30.00
Direct mail postage – 50 pieces x \$0.50 per piece	\$25.00
Community meeting venue fee	\$100.00
Total Estimated Direct Expenses	\$155.00

Total Estimated Project Cost \$2,295.00

Thank you for the opportunity to work on this project. If you have any questions regarding this estimate, feel free to contact me directly at (928) 856-0558. We look forward to working with Lyon Engineering to provide effective public involvement support for the Schemmer Drive Reconstruction Project.

Sincerely,



Bryce Snyder
Principal
BetaPr

APPENDIX B – Consultant Fees



City of Prescott
 FY 2016/2017 Pavement Reconstruction
 Schemmer Drive
 City Project No. CIP15-013

Fee Proposal
 Lyon Engineering & Surveying, Inc.
 4/20/2015

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		\$ 150	\$ 85	\$ 125	\$ 125	\$ 140	\$ 75	\$ 60		
Task Series 1000	Project Management									
Task 1010	General			4		4			8	\$ 1,060
Task 1020	Management of Sub-consultants					8			8	\$ 1,120
Task Series 1000 Subtotal		0	0	4	0	12	0	0	16	\$ 2,180
Task Series 2000	Pre-Design									
Task 2010	Kickoff Meeting				1	1		1	3	\$ 325
Task 2020	As-built Acquisition and Review					2			2	\$ 280
Task 2030	Field Walk of Blue Stake			1	1	1			3	\$ 390
Task 2040	Pothole Coordination					2				\$ 280
Task 2050	Pothole Utility Survey	8	4	1						\$ 1,665
Task 2060	Field Topography Survey	60	40	8						\$ 13,400
Task 2065	Field Data Import & Analysis		8		4					\$ 1,180
Task 2070	Detailed Design Schedule					4				\$ 560
Task 2080	Title Research & Review		16	2						\$ 1,610
Task 2085	Right-of Way and Property Boundary Survey	24	16	4						\$ 5,460
Task 2090	Design Development				32					\$ 4,000
Task Series 2000 Subtotal		92	84	16	38	10	0	1	8	\$ 29,150
Task Series 3000	30% Design									
Task 3010	Preliminary Design Report				32	2			34	\$ 4,280
Task 3020	30% Plan Set				42	4			46	\$ 5,810
Task 3030	30% Engineers Cost Estimate				8	2			10	\$ 1,280
Task 3060	30% Submittal Review and Design Review Meetings				2	1		1	4	\$ 450
Task 3070	Coordination with Utility Companies				1			1	2	\$ 185
Task Series 3000 Subtotal		0	0	0	85	9	0	2	96	\$ 12,005



City of Prescott
 FY 2016/2017 Pavement Reconstruction
 Schemmer Drive
 City Project No. CIP15-013

Fee Proposal
 Lyon Engineering & Surveying, Inc.
 4/20/2015

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		\$ 150	\$ 85	\$ 125	\$ 125	\$ 140	\$ 75	\$ 60		
Task Series 4000	60% Design									
Task 4010	Draft Final Design Report				8	1			9	\$ 1,140
Task 4020	60% Plan Set				40	3			43	\$ 5,420
Task 4030	60% Engineers Cost Estimate				6	2			8	\$ 1,030
Task 4040	Draft Specifications & Special Provisions				20	4			24	\$ 3,060
Task 4050	60% Submittal Review and Design Review				1	1		1	3	\$ 325
Task 4060	Coordination with Utility Companies				2	1		1	4	\$ 450
Task 4070	Public Open House Meeting				8	4		3	15	\$ 1,740
Task Series 4000 Subtotal		0	0	0	85	16	0	5	106	\$ 13,165
Task Series 5000	90% Design									
Task 5010	Final Design Report				8	2			10	\$ 1,280
Task 5020	90% Plan Set				32	2			34	\$ 4,280
Task 5030	Final Total Estimated Quantities & Engineers Estimate				12	2			14	\$ 1,780
Task 5040	Final Specifications & Special Provisions				18	3			21	\$ 2,670
Task 5050	90% Submittal Review and Design Review				1	1		1	3	\$ 325
Task 5060	Coordination with Utility Companies				1			1	2	\$ 185
Task 5070	ADEQ Water Permitting				2			1	3	\$ 310
Task 5080	Right-of-Way Dedications & Legal Descriptions		4	2					6	\$ 590
Task Series 5000 Subtotal		0	4	2	74	10	0	3	93	\$ 11,420
Task Series 6000	Final P.S. & E.									
Task 6010	Final Civil Plans				12	1			13	\$ 1,640
Task 6020	Final Design Report				8	1			9	\$ 1,140
Task 6030	Final Total Estimated Quantities & Engineers Estimate				8	1			9	\$ 1,140
Task 6040	Final Technical Specifications				8	1			9	\$ 1,140
Task 6050	Approved Permits				2			1	3	\$ 310
Task Series 6000 Subtotal		0	0	0	38	4	0	1	43	\$ 5,370
Task Series 7000	Sub-consultants									
Task 7010	Potholing - Earth Resources (12 Potholes)								0	\$ 6,674
Task 7020	Geotechnical - Engineering & Testing Consultants Inc.								0	\$ 4,550
Task 7021	Beta Public Relations								0	\$ 4,580
Task 7030	Copying and Courier								0	\$ 1,000
Task Series 7000 Subtotal		0	0	0	0	0	0	0	0	\$ 16,804
Task Series 1000 through 7000 Total Design Fee		92	88	22	320	61	0	12	362	\$ 90,094



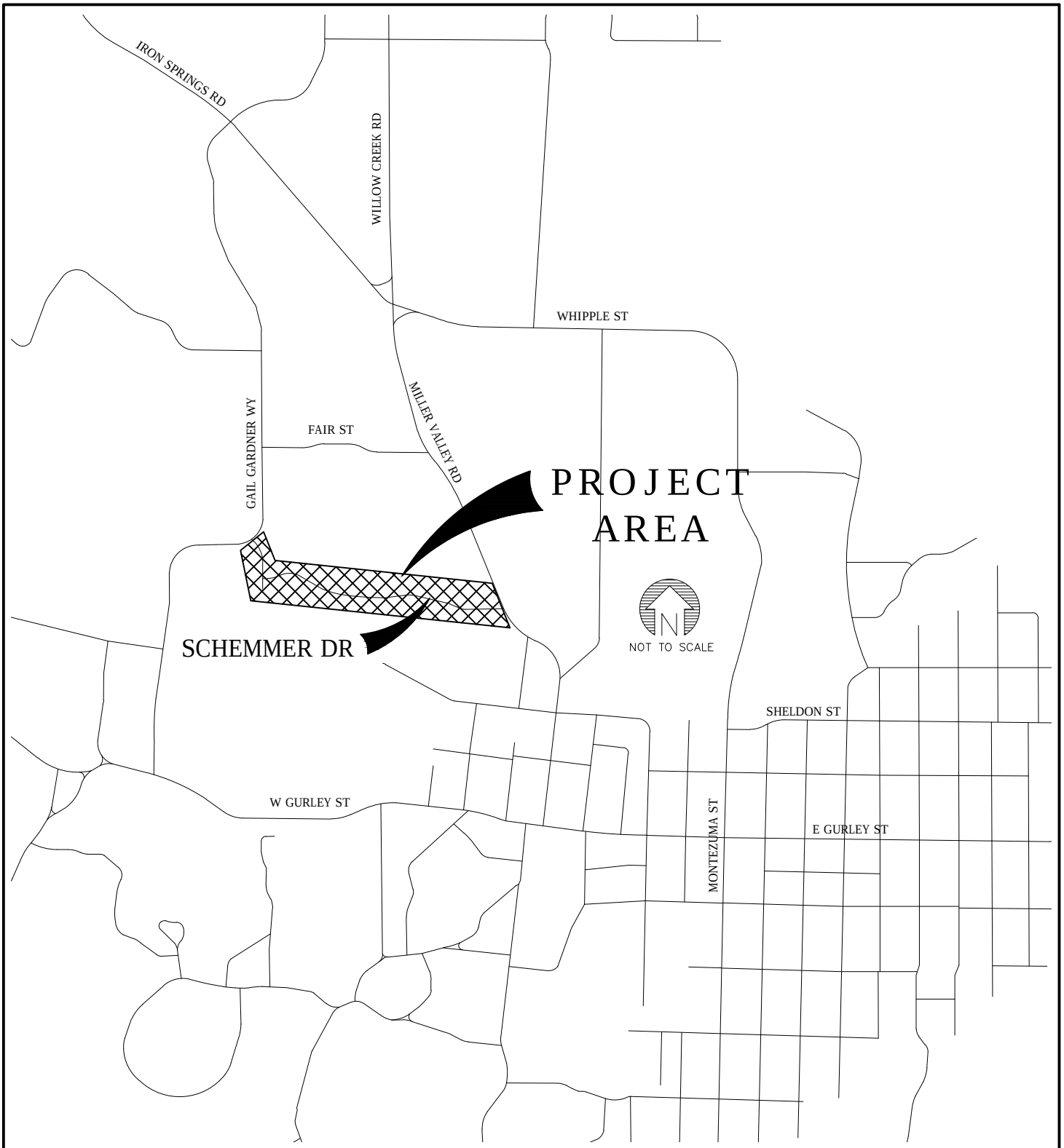
City of Prescott
 FY 2016/2017 Pavement Reconstruction
 Schemmer Drive
 City Project No. CIP15-013

Fee Proposal
 Lyon Engineering & Surveying, Inc.
 4/20/2015

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		\$ 150	\$ 85	\$ 125	\$ 125	\$ 140	\$ 75	\$ 60		
Task Series 8000	Post Design Engineering Services									
Task 8100	Project Administration									
Task 8110	Conferences and Meetings				8	4			12	\$ 1,560
Task 8120	Project Coordination					20			20	\$ 2,800
Task 8130	Issue Resolution				8	2			10	\$ 1,280
Task 8140	Submittal Reviews					8			8	\$ 1,120
Task 8150	Record Drawings				24	4			28	\$ 3,560
Task 8100 Subtotal		0	0	0	40	38	0	0	78	\$ 10,320
Task 8200	Inspection Services									
Task 8210	Coordination					8			8	\$ 1,120
Task 8220	Engineers Certificate of Completion (ECC)				16	4			20	\$ 2,560
Task 8230	Site Visits				12	4	16		32	\$ 3,260
Task 8240	Substantial and Final Completion Inspections					12	12		24	\$ 2,580
Task 8200 Subtotal		0	0	0	28	28	28	0	84	\$ 9,520
Task 8300	Field As-built Survey									
Task 8310	As-Built Field Survey	16	16	2					34	\$ 4,010
Task 8320	Copying and Courier									\$ 500
Task 8300 Subtotal		16	16	2	0	0	0	0	34	\$ 4,510
Task Series 8000 Total Post Design Fee		16	16	2	68	66	28	0	196	\$ 24,350
Task Series 1000 through 8000 Total		108	104	24	388	127	28	12	558	\$ 114,444
Allowances										
Contingency (5%)	Contingency (5%)									\$ 5,722
Drainage	New Storm Drain Outlet Design	8	3	2	32	8	6	1	60	\$ 7,335
Right of Way	New Right of Way and/or Easement Acquisition	12	8	2		2		2	26	\$ 3,130
Allowances Subtotal										\$ 16,187
Contract Total										\$ 130,631

Labor Codes Legend:

GPS - GPS Survey Crew, **STCH** - Survey Technician, **SMGR** - Survey Manager, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **CLER** - Clerical



VICINITY MAP

SCHEMMER DRIVE RECONSTRUCTION PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-188 to Kelley/Wise Engineering, Inc., to provide engineering services for the Summit Avenue, McCormick Street, and Beach Avenue Pavement and Utility Improvements Project in an amount not to exceed \$178,028.00

Approved By:		Date:
Director:	Hash, Henry	05/11/2015
City Manager:	McConnell, Craig	05/15/2015

Item Summary

This item is to award City Contract No. 2015-188 to Kelley/Wise Engineering, Inc., for engineering and post-design services for the Summit Avenue, McCormick Street, and Beach Avenue Pavement and Utility Improvements Project within the City Pavement Maintenance Program.

This contract includes geotechnical investigations to establish proper pavement structural sections, subsurface utility investigations, surveying, design reports, plans and specifications, and post design/construction services. A separate construction project will result from this engineering contract. The attached scope of services and fee proposal will become Exhibit "A" to the standard City contract for professional services.

Background

Pavement reconstruction is one element of the Public Works Department's comprehensive program to preserve, rehabilitate, and upgrade the City's street system. The annual Pavement Maintenance Program consists of three primary approaches to maintain and preserve the City street network: Pavement Preservation, Rehabilitation and Reconstruction.

Preliminary pavement and subsurface soils investigations have determined complete reconstruction of segments of Summit Avenue, McCormick Street, and Beach Avenue pavement is required. Design will include the replacement of deteriorated concrete features (sidewalks and roadway) and will include drainage improvements. The concrete portions of the roadway surface will be replaced with asphalt.

City water and sewer facilities were evaluated and checked against the City Water and

Agenda Item: Award of City Contract No. 2015-188 with Kelley/Wise Engineering, Inc., to provide engineering services for the Summit Avenue, McCormick Street, and Beach Avenue Pavement and Utility Improvements Project in an amount not to exceed \$178,028.00

Sewer Models to identify necessary replacements or upgrades of the existing water mains and sewer mains. Within the project limits on Summit Avenue, McCormick Street, and Beach Avenue (between Gurley and Goodwin Streets), the water and sewer mains and service laterals will be replaced and upgraded to current standards. The contract includes design of these utility improvements, including necessary ADEQ approvals. The project scope has been coordinated with Sharlot Hall.

Procurement

The FY16-17 Pavement Reconstruction Program was separated into multiple projects to efficiently deliver them during the next two years. A request for proposals was issued for the list of projects. Design professionals responded to this request, and a review of each firm's qualifications, project approach and desired projects was conducted. Kelley/Wise Engineering, Inc., was selected as the most qualified firm for this project.

Project Schedule

Engineering is scheduled to be completed within six (6) months of the notice to proceed following the schedule below:

Award of contract	May 26, 2015
Pre-Design Meeting	Week of June 1, 2015
Notice to Proceed (NTP)	Week of June 8, 2015
Design Completion	December 2015

Financial Impact

The design fee of \$128,030.00 is 10.2% of the estimated construction cost of the improvements. FY 2015 (programmed) and FY 2016 (pending) funding for this project is available from the Streets and Open Space, Water, and Wastewater Funds.

Attachments

1. Scope and Fee (Exhibit A)
2. Vicinity Map

Recommended Action: **MOVE** to award City Contract No. 2015-188 to Kelley/Wise Engineering, Inc., to provide engineering services for the Summit Avenue, McCormick Street, and Beach Avenue Pavement and Utility Improvements Project in an amount not to exceed \$178,028.00.

EXHIBIT A

Scope of Services for
Summit Avenue, McCormick Street, and Beach Avenue
Pavement and Utility Improvements Project
City of Prescott, Arizona

Prepared by Kelley/Wise Engineering, Inc.
May 4, 2015

Project Description

The City of Prescott will be entering into a contract for consulting engineering services and other related services required to produce a set of comprehensive construction drawings (plans and specifications) for the Summit Avenue, McCormick Street, and Beach Avenue Pavement and Utility Improvements Project.

Preliminary Project Information and Proposed Improvements

- I. The Project consists of improvements to three downtown Prescott roadways:
 - a) Summit Avenue
 - b) McCormick Street
 - c) Beach Avenue
- II. Summit Avenue, McCormick Street, and Beach Avenue have the following proposed improvements:
 - a) McCormick Street pavement rehabilitation from the north side of the south crosswalk at the Gurley Street/McCormick Street intersection, southerly to the north side of the intersection with Goodwin Street. (± 750 of Summit Avenue and ± 675 feet of McCormick Street). The south limit of McCormick Street is the north side of Goodwin Street. The limits for Beach Avenue are the roadway intersections with McCormick Street and Summit Avenue (± 650).
 - b) New water mains in Summit Avenue and McCormick Street from Gurley Street to Goodwin Street ($\pm 1,400$ feet total) and Beach Avenue between McCormick Street and Summit Avenue, size to be determined by the City.
 - c) New 8-inch sewer mains and manholes from the manhole near the intersection of Gurley Street and Summit Avenue to the manhole at Summit Avenue and Goodwin Street and the manhole at McCormick Street and Gurley Street to McCormick Street and Goodwin Street along with the sewer in Beach Avenue connecting the sewer in Summit Avenue to the sewer in McCormick Street ($\pm 2,000$ feet total).
 - d) McCormick Street Storm Drain System - The proposed improvements include new catch basins at the intersection of McCormick Street and Beach Avenue. The current storm drain system likely discharges to the east across private property to release into Granite Creek. The proposed new storm drain system will include; new catch basins at the curb returns on Beach Avenue; a new storm drain manhole in McCormick Street (at Beach Avenue), new storm drain system in

McCormick Street to the south side of Gurley Street with connections into the existing system and new storm drain on the south side of Gurley Street flowing easterly into the west wall of the existing concrete box culvert under Gurley Street (just east of the Dinner Bell).

Summit Avenue Storm Drain System – The proposed improvements include a new catch basin(s) at the new southwest curb return at the intersection of Summit Avenue and Bridge Street. The existing storm drain will remain in-place or be removed and replaced if determined to be inadequate in size.

Beach Avenue Storm Drain System – The proposed improvements include a new storm drain system conveying the storm water collected in Summit Avenue and Beach Avenue to the new storm drain system in McCormick Street.

III. Existing Drainage Conditions

- a) Summit Avenue –The street cross-section is to remain unchanged except to correct irregularities. The existing curb and gutter will remain or be replaced in-kind if needed. New catch basin(s) will be added at the intersection of Goodwin Street, Bridge Street, and Summit Avenue. KWE will size and design the storm drain improvements. Drainage areas will be calculated based on the 2' aerial mapping provided to KWE by the City
- b) McCormick Street- The existing curb and gutter will be replaced in kind only where necessary. The storm water flows will be evaluated along with the existing storm infrastructure. Based on the results of this evaluation, KWE will design new storm drain structures in McCormick Street at the Beach Avenue intersection which will flow northerly to Gurley Street. At the intersection of Gurley Street and McCormick Street, the existing catch basin structures will be evaluated and either connected to the new storm drain, or replaced. A new storm drain manhole will be added in Gurley Street and the flow will be directed easterly in a new storm drain pipe to Granite Creek at the existing concrete box culvert under Gurley Street. The roadway cross-slope of McCormick Street is anticipated to remain the same. The new pavement surface will generally match existing grades.
- c) Beach Avenue – The existing curb and gutter will be replaced in kind where necessary. The road cross section will remain the same and existing drainage patterns will remain unchanged. New storm drain structures will be evaluated at the Summit Avenue and Beach Avenue intersection. Also, a new storm drain system in Beach Avenue is anticipated.

Key Project Tasks

- Utility pothole services will be provided by Earth Resources Corporation (ERC) under contract directly with KWE. We have included up to ±30 potholes in Summit Avenue, Beach Avenue, and McCormick Street to locate the horizontal and vertical alignments of existing underground utilities including gas, water, sewer, dry utilities, and/or existing storm drain culverts.
- Geotechnical borings (±8 anticipated with 3 each in McCormick Street and Summit Avenue and two additional in Beach Avenue) will be provided by ETC to verify excavation conditions and provide recommendations for trench backfill

construction and recommended pavement sections for each area. Soil corrosivity testing will be conducted by ETC.

- Develop 30%, 60%, 90%, 100% and Final plan set submittals of construction documents including bid schedule and technical specifications (90%, 100% and Final), and cost estimate (30%, 60%, 90%, 100% and Final).
- Table top meetings for design review of, 30%, 60%, 90%, 100% and Final submittals with City staff.

Term of Contract

- The term of this contract is anticipated to start in May, 2015, and extend through calendar year 2016 or 2017 (completed construction) with design services complete at the end of November, 2015.

Excluded Services¹ – The following services are not anticipated to be needed or required for this project and therefore work scope and fees are not included in this contract proposal.

- Archeological or cultural resource studies
- Environmental site assessment
- 404 permit or evaluation
- Traffic analysis
- Landscape plans
- Boundary/Right-of-Way
- Easements
- Retaining Wall design
- Right-of-way acquisition

¹Services can be provided for an additional negotiated fee if required

Task 050-Bluestake Allowance

This Task will create a predetermined allowance budget amount for KWE to coordinate with Unisource (and any dry utilities, i.e. electric, telephone, cable television) for Bluestake services. Bluestake law provides that for design services the utility company can charge for “design bluestake” services as opposed to “construction or excavation” type work where the utility provider is mandated to provide bluestake services. Since the City will bluestake water, sewer, and storm drain, and electric and telephone appear to be overhead the only other underground utility is natural gas.

Task 100-Data Collection

1. **Reconnaissance-** The necessary team members will conduct a site visit and conduct design team meetings to review project scope, project limits, existing available or furnished information
2. **Kick-off Meeting/coordination meetings-** The relevant design team members will attend a project kick-off meeting with City personnel. KWE will provide the City

with a project schedule, directory of team members, organization chart and any contractual submittals. Elements of the project design will be discussed with City personnel to identify any critical issues and verify design timeline. Additional coordination meetings will augment the target submittal for 30%, 60%, 90%, 100% and Final design levels. The City will provide KWE with any/all relevant as-built information.

3. **Topographic Survey and Mapping-** KWE will survey Summit Avenue, Beach Avenue, McCormick Street, and the southerly half of Gurley Street from McCormick Street to the easterly side of the Granite Creek bridge crossing. KWE will survey within the right-of-way (R.O.W.) to depict curb, gutter, sidewalk, pavement limits, landscaping, and above ground apparent utility appurtenances, except where the storm drain will flow easterly in Gurley Street where KWE will survey the southerly half R.O.W. KWE will survey sufficient boundary information to plot the R.O.W. and provide project benchmark(s) and include this information on the project design base electronic file and subsequent maps.
4. **Review Available As-built Mapping-** the City will furnish KWE all available maps within the projects limits. KWE will review these maps in an effort to clarify existing conditions, i.e. pipe materials, diameter, depth and or location. In addition, KWE will coordinate with Unisource gas to determine the approximate location of gas mains and services. This information will be used to determine the approximate location of potholes.

Task 200-Potholing

Potholing will be coordinated with Earth Resources Corporation (ERC). The survey layout will be provided by KWE's survey crew. ERC will backfill potholes per City requirements.

1. **Identify potential utility conflicts-** In collaboration with City personnel, KWE will review the preliminary plans and determine the horizontal location of potential utility conflicts.
2. **Survey Pothole Locations-** Each pothole location will be laid out by field survey for the hydro excavation provided by ERC.
3. **Coordinate Pothole Activities-** KWE will coordinate with ERC prior to potholing to establish location, anticipated utility (water, sewer, storm drain, electric, telco, gas, etc.) and furnish ERC a map of the pothole locations.
4. **Tabulate Pothole Results-** KWE will collect the findings from ERC and plot the results in table form and in each profile view for subsequent design call-outs. ERC will furnish KWE the depth, pipe diameter, number of pipes and pipe material (if evident).

Task 300- 30% Construction Plans

The general requirements for the project design and the plan set will meet City requirements for COP Design Submittal Requirements, except where retaining walls and structural reports do not apply to this project.

The anticipated plan sheets are as follows:

1. **Cover sheet-** This sheet will include the title, sheet index, and City seal/logo, list of utility companies with contacts, Mayor/Council name list, signature block, location and vicinity map.
2. **Index-** Index or Key Map will identify which sheet paving or utility improvements are located.
3. **Standard Details-** KWE will utilize City, ADOT, YAG and/or MAG Standard Details for this project. Each detail that is referenced on the project design plans will be included on the detail sheets. Also, any unique or project specific details will be included.
4. **Pipe Connection Details-** KWE will develop details at point-of-connections and laterals. These details will be typical at each lateral or further detailed as necessary based on existing conditions of the water system, including valve locations and anticipated pipe depths at the tie -in locations. KWE will also provide connection details for the storm drain system.
5. **Notes-** KWE will utilize the standard construction notes furnished by the City. This sheet will also include symbol legend.
6. **Horizontal Control-** A horizontal control plan will be prepared with adequate information to stake the proposed improvements.
7. **Striping-** KWE will create a striping plan that re-establishes the striping per existing conditions including turn arrows, double yellow, stop bars, cross-walks, parking spaces etc. And re-establishes the traffic signal loops at Gurley Street and McCormick Street.
8. **Results of Potholing/Utility Review-** KWE will incorporate the results of each pothole on the appropriate plan/profile sheet tabulating the coordinate northing/easting and elevation. ERC will be responsible for potholing utilities for location and depth where the possibility of conflicts exist between the existing utilities and proposed construction. The location of the potholes will be surveyed and the utility as-built by KWE. KWE will be responsible for coordinating with each utility companies (i.e. water, sewer, cable TV, electric, gas, telephone) in the area. Available information shall be depicted on the plans as clearly and accurately as possible in order to minimize unforeseen utility conflicts. "Bluestake" fees are included in the KWE fees as an allowance. Visible utilities and above ground utilities will be identified and located during the topographic survey, including water valves, sewer manholes, cleanouts, hydrants, electrical poles, street lighting, equipment pads, telephone and television risers, and above ground gas facilities. Any available "Bluestake" markings of underground utilities (water, sewer, electrical, telephone, cable and gas) will also be surveyed.

KWE will also coordinate with the utility companies to assist them with their endeavors to upgrade, replace or enhance their facilities prior to or as part of the construction project. KWE will provide each of the utility companies a set of plans at the completion of the 60%, 90% and 100% levels and will provide any written responses from each of the involved utilities at the completion of each design level to the City. KWE's service does not include relocation coordination with private utilities.
9. **SWPPP-** KWE will prepare a temporary erosion control plan to be used as part of the Storm Water Pollution Prevention Plan showing BMP's at each inlet to protect the

existing storm drain system. The contractor will be responsible for completing the SWPPP, notifying ADEQ, obtaining the NOI, and implementing the plan.

10. **Water Main Plan and Profile-** KWE in coordination with the City and based on existing field conditions will establish an alignment for the new water main. Preliminary alignment, laterals, valves, fire hydrants and services will be shown.
11. **Paving Plan-** KWE will incorporate paving improvement design call-outs on same plan-profile sheet as the water/sewer design call-outs. The paving plan call-outs will be limited in number basically consisting of typical road section (remove and replace), and adjusting valves or manholes to new finish grade with new concrete collars. KWE will also annotate cross sections where the pavement reconstruction varies from the typical section.
12. **Sewer Main Plan and Profile-** KWE in coordination with the City and based on existing field conditions will establish an alignment for the new 8-inch sewer main. Preliminary alignment and services will be shown.
13. **Storm Drain Plan and Profile –** KWE in coordination with the City based on existing field conditions will establish an alignment for the new storm drain manholes, catch basins, laterals, and storm drain pipes.
14. **ADA Stall and Access Aisle-** KWE in coordination with the City and based on existing field conditions will establish a suitable location for an ADA parking stall and access aisle. An evaluation of the existing marked ADA stall and access aisle, may indicate that the existing location could meet ADA standards (with some minor modifications).

Task 400-Water, Sewer, and Storm Drain Alignment

1. **Refine Horizontal Alignment-** Based on Bluestake and pothole results, KWE will modify the horizontal alignments as necessary to avoid utility conflicts where possible.
2. **Refine Vertical Alignment-** Based on pothole results, KWE will add the necessary vertical bends or modify sanitary sewer and storm drain profiles to create proper vertical separation to known conflicting utilities where possible.
3. **Pipe Tie-ins-** Based on the City Blue-Stake and existing field conditions, KWE will design connections at each water, sewer, and storm drain tie-in location. For water connections, these will likely include a standard tee/cross and valves and tapping sleeve and valve into the existing pipe (or coordinated tie-over). For sewer connections, these will likely include by-pass pumping or coordination to accommodate new sewer connections to existing sewer system components.
4. **Service Connections-** KWE will design new water service connections with new meter boxes at each existing service and where required to undeveloped parcels. New RPZA assemblies will not be provided; existing RPZA assemblies will be reconnected in their existing location and condition. KWE will design new sewer service connections with new backwater valves and cleanout assemblies per City Details.

Task 500-Water, Sanitary Sewer, and Storm Drain Main Abandonment

1. **“Blue-stake” Alignment-**The City will furnish the Blue-stake location and markings of the existing water and sewer including laterals and services on Summit Avenue,

Beach Avenue, Bridge Street, and McCormick Steet from the intersection of Goodwin Street to the north project limits on Gurley Street, and sewer video inspection reports for the existing sewer lines in Summit Avenue, Beach Avenue, Bridge Street, and McCormick Street.

2. **Abandonment Call-outs-** KWE will coordinate with the City to establish the abandonment limits. Appropriate design call-outs will be included on the plans for construction.
3. **Coordinated Tie over-** KWE will review with the City and establish appropriate notes and/or call-outs and technical specifications for the coordinated tie-over to the points-of-connection after the new water and sewer systems are tested and approved for operation.

Task 600-Technical Specifications/Special Provisions

KWE will utilize the City's boilerplate technical specifications for this project which utilize COP, YAG, and MAG format. Each bid item will be presented in the specifications. The technical specifications will be provided at the 90% and 100% reviews. Final technical specifications (hard copy and Word document) will be furnished to the City after approval.

Task 700-Engineer's Opinion of Probable Construction Costs

KWE will prepare 30%, 60%, 90%, 100%, and Final Engineer's Opinion of Probable Construction Cost Estimate. The City will furnish KWE recent bid tabs to aid in this effort.

Task 800-Bid Schedule

KWE will prepare a bid schedule for the 90%, 100%, and Final reviews. The bid schedule will be coordinated and reference the project technical specifications or special provisions section.

Task 900-Preparation of 60% Plans

KWE will incorporate changes, correction, and or additions from the 30% table top plan review including those items required by the Design Submittal Requirements for a 60% submittal. The resulting set of plans will be submitted to the City and utilities, which will be reviewed by the City and utilities for any adjustments or additions.

Task 1000-Preparation of 90% Plans

KWE will incorporate changes, correction, and or additions from the 60% plan review including those items required by the Design Submittal Requirements for a 90% submittal. The resulting set of plans will be submitted to the City and utilities, which will be reviewed by the City and utilities for any adjustments or additions.

Task 1100-Preparation of 100% Plans

KWE will incorporate changes and/or additions as a result from comments of the 90% plan review. Five sets of bond plans will be provided. A hard copy of the technical specifications, bid schedule, and construction estimate will be submitted.

Task 1200-Final Bid Documents (P, S & E)

1. KWE will incorporate changes and/or additions as a result from comments of the 100% plan review. A set of final reproducible plans will be provided on 3 mil Mylar and on a disk (AutoCad dwg and pdf format). A hard copy and disk of the technical specifications, bid schedule, and construction estimate will be submitted in Microsoft Excel format. The City will prepare the formal contract documents.
2. KWE will submit to Yavapai County for ADEQ permitting.

Task 1300-Assistance during the bidding process

KWE will be present for the pre-bid meeting and review bid tabulations. During the bidding process, KWE will be available to coordinate bid addenda with the City.

Task 1400- Construction Administration

1. **Shop Drawings, RFI's and COR's-** KWE will review shop drawings for general conformance with the project plans and specifications. KWE will review and respond to contractor RFI's and change orders.
2. **Periodic Site Observation-** KWE will review the general progress of the construction. Periodic site observation will include water and sewer pipe/trench construction, finish subgrade observation prior to placing aggregate base course and finish aggregate base course prior to paving. Pre-Final and final walk through and punch list will be prepared.
3. **Utility Testing-Water-** KWE will observe the contractor performance of quality assurance water system testing (disinfection, hydrostatic and bacteriological) for the newly installed water main and submit the test results and accompanying paper work required for ADEQ approval of construction.
4. **Utility Testing-Sewer-** KWE will observe the contractor performance of quality assurance sewer system testing (low-pressure air, deflection and manhole exfiltration) for the newly installed sewer main and submit the test results and accompanying paper work required for ADEQ approval of construction.
5. **As-Built Plans-** The contractor's as-built plans will be reviewed during the periodic site visits. KWE, with coordination from the contractor, will provide site visits for field survey for locating the actual construction installation of underground utilities. The contractor's as-built plans, KWE's survey and site observation will be utilized to prepare the final project as-built plans. Final as-built Mylar plan set and digital files will be provided by KWE to the City and Yavapai County (for ADEQ Approval of Construction). The Engineers Certificate of Completion will be completed and submitted to Yavapai County with the as-built plan set and utility test results.
6. **Pre-Final Punchlist-** KWE in conjunction with City personnel and inspectors will field walk/review the project to develop a punch list for the contractor. KWE will review this punch list created by the City prior to submission to the contractor.
7. **Final Project Acceptance-** After all punchlist items have been satisfactorily completed by the contractor, KWE will complete and submit the as-built plans to the City on Mylar and electronic disk.

STANDARD OF CARE:

KWE shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. KWE and the City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

OPINIONS OF COST:

KWE has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on KWE's opinion based on experience and judgment. KWE cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by KWE.

END OF EXHIBIT A

Attachments: Scope/Fee Spreadsheet
Subconsultant Proposals (ETC, ERC, BETA PR)

SUMMIT, MCCORMICK, AND BEACH PAVEMENT AND UTILITY PROJECT

Scope and Fees



										5/4/2015	
										Admin	TOTAL FEE
Billing Rate per Hour										\$50	
										\$70	
										\$110	
										\$160	
										\$90	
										\$100	
										\$150	
										Project Principal	
										Project Engineer	
										Survey Manager	
										Survey 2-Man GPS	
										Survey 1-man	
										Technician	
										Admin	
										SUMMIT, MCCORMICK, AND BEACH	
TASK 050	Bluestake Allowance										
1:	Bluestake Allowance (Includes KWE coordination)										\$ 10,000
TASK 100	Data Collection										\$ 10,000
1:	Reconnaissance	2	2								\$ 1,060
2:	Kick-off Meeting / Coordination Meetings	10	10							8	\$ 3,460
3:	Topographic Survey and Mapping	3	3	4		8		56			\$ 11,910
4:	Review Available As-Built Mapping	3	3							6	\$ 1,170
	Task manhours	18	18	4		8		56		8	
	Subtotal - TASK 100	\$2,700	\$1,800	\$360	\$1,280	\$6,160	\$4,900	\$400			\$ 17,600
TASK 200	Potholing										
1:	Identify Potential Utility Conflicts	2	2								\$ 920
2:	Survey Pothole Locations									4	\$ 1,500
3:	Coordinate Pothole Activities	2	2	2							\$ 2,120
4:	Tabulate Pothole Results	1	2							12	\$ 1,410
	Task manhours	5	6	2		0		18		4	
	Subtotal - TASK 200	\$750	\$600	\$180	\$0	\$1,980	\$2,240	\$200			\$ 5,950
TASK 300	30% Construction Plans										
1:	Cover Sheet	1	0							1	\$ 220
2:	Index	1	0							2	\$ 290
3:	Standard Details	1	1							3	\$ 460
4:	Points of Connection	1	2							6	\$ 770
5:	Notes	1	0							1	\$ 220
6:	Horizontal Control	1	0	3						5	\$ 770
7:	Striping	1	2							3	\$ 560
8:	Results of Potholing/Utility Review	1	2	1						6	\$ 860
9:	SWPPP-Erosion Control	2	3							2	\$ 740
10:	Water, Sewer & Storm Drain Plan and Profile	15	40							60	\$ 10,450
11:	Paving Plan and Profile	4	8							8	\$ 1,960
12:	ADA Improvements	4	6							2	\$ 1,340

SUMMIT, MCCORMICK, AND BEACH PAVEMENT AND UTILITY PROJECT

Scope and Fees



												5/4/2015	

SUMMIT, MCCORMICK, AND BEACH PAVEMENT AND UTILITY PROJECT

Scope and Fees



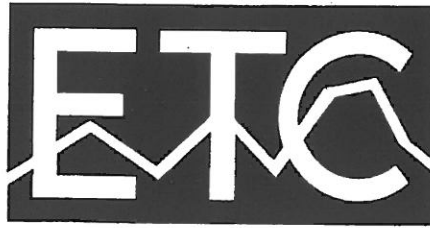
												5/4/2015	
												TOTAL FEE	
												Admin	
												Technician	
												Survey 1-man	
												Survey 2-Man GPS	
												Survey Manager	
												Project Engineer	
												Project Principal	
												Billing Rate per Hour	
												\$150	
												\$100	
												\$90	
												\$160	
												\$110	
												\$70	
												\$50	

SUMMIT, MCCORMICK, AND BEACH PAVEMENT AND UTILITY PROJECT

Scope and Fees



												5/4/2015	



ENGINEERING & TESTING CONSULTANTS INC.

January 30, 2015

Mr. Gary Kelley, P.E.
Kelley-Wise Engineering, Inc.
146 Grove Avenue
Prescott, Arizona 86301

**SUBJECT: PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – SUMMIT AVENUE
& MCCORMICK STREET, PRESCOTT, AZ**

Dear Mr. Kelley:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for the above referenced project.

We understand that the project will include reconstruction of the two roadways between Gurley Street and Goodwin Street. The project will also include water and sewer improvements.

The objective of this subsurface soil exploration and soil survey is to provide subsurface soil conditions and recommendations regarding site grading, pavement structural section, and soil corrosivity for the proposed roadway and utility improvements.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

The field exploration will include completing two exploratory test borings along both of the proposed roads. This proposal includes additional costs associated with providing traffic control during the drilling operation and coring of the Portland cement concrete pavement.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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



Mr. Gary Kelley, P.E. – Kelley-Wise Engineering, Inc.
Geotechnical Engineering Services – Summit Avenue & McCormick Street, Prescott, AZ
January 30, 2015
Page 2 of 3

Soil samples will be collected for physical properties and corrosivity testing. The boreholes will be backfilled with auger cuttings and patched with a cold mix of asphaltic concrete.

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. The field work will include an exploration for the following conditions.

- General site characteristics and pavement surface conditions.
- Thickness of existing pavement structural section.
- Subsurface soil characteristics, approximate boundary between soil types, and soil sampling.
- Water level measurements (if encountered).
- A total of six (6) auger test borings will be drilled to depths of approximately 14 feet below existing pavement grade, or to auger refusal. Three borings will be drilled on each road.

Laboratory Analysis

Representative soil samples will be collected during the boring operation for laboratory analysis of physical properties and corrosivity potential.

Exploration Report

Two final reports will be compiled (one for each road) that includes the following:

- a. Boring logs showing the stratification lines of the various soil types and pavement structure encountered during the field exploration.
- b. Results from laboratory testing conducted on selected samples.
- c. General pavement and surface conditions.
- d. Description of the subsurface soil and/or rock conditions encountered, including expected excavation conditions for utility trenches.
- e. Recommendations for design parameters as outlined in the request. Such parameters will include site grading, pavement structural section, and potential soil corrosivity to iron pipe.



Mr. Gary Kelley, P.E. – Kelley-Wise Engineering, Inc.
Geotechnical Engineering Services – Summit Avenue & McCormick Street, Prescott, AZ
January 30, 2015
Page 3 of 3

PAYMENT AGREEMENT

We estimate the subsurface soil exploration for both roads to cost \$6,300.00, and we propose to provide these services for a lump sum fee of \$6,300.00. We propose to provide these services for the lump sum fee provided. Should we encounter conditions which require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

ETC can schedule the fieldwork to be performed within 1 to 2 weeks upon your authorization to proceed. We anticipate completion of the final report in approximately four weeks following the authorization.

AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work and fees, as quoted above, for the subsurface soil exploration/soil survey, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.


Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: _____ Date: _____

Printed

Name: _____ Title: _____



ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

<u>Engineering Services</u>	<u>Charge Rate (hourly)</u>
Staff Engineer	\$120.00
Project Engineer.....	\$130.00
Sr. Project Engineer	\$145.00
Principal Engineer.	\$155.00
 <u>Materials Testing Services</u>	 <u>Charge Rate (hourly)</u>
Engineering Technician.....	\$70.00
Senior Level Engineering Technician	\$75.00
Special Inspector.....	\$70.00
 <u>Laboratory Testing</u>	 <u>Charge Rate (each)</u>
Soil Aggregate:	
Plasticity Index (wet prep).....	\$100.00
Plasticity Index (dry prep)	\$65.00
Moisture Density Relationship	\$120.00
Particle Size Analysis	\$75.00
 Geotechnical:	
Expansive Potential.....	\$150.00
Expansive Index.....	\$225.00
Consolidation/Swell	\$175.00
 Asphalt:	
Asphalt Content with Gradation by Ignition Method	\$150.00
Marshall Density.....	\$100.00
Rice Test	\$120.00
 Concrete/Grout/Mortar:	
Compression Tests (per Specimen).....	\$18.00
Compression Tests Drilled Cores (per Specimen).....	\$45.00

TERMS AND CONDITIONS ENGINEERING & TESTING CONSULTANTS, INC. (ETC)

SECTION 1: SCOPE OF WORK: ETC shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change as the work is in progress. ETC will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ETC can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by ETC pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish ETC with right-of-access to the site in order to conduct the planned work. While ETC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-site test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The Client will furnish ETC with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. ETC reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. ETC reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to ETC prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, ETC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ETC harmless and indemnify ETC for any claims, payments or other liability, including costs and attorney fees, incurred by ETC for any damages to subterranean structures or utilities which are not called ETC's attention and correctly shown on the plans furnished to ETC.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ETC of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ETC may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ETC employees, agents or subcontractors.

If ETC observes or suspects the existence of unanticipated hazardous materials during the course of provided services, ETC may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of ETC, ETC may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: ETC does not create, generate or at any time own or take possession of ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: ETC will furnish two copies of the report to the Client. ETC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ETC.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ETC as instruments of service, shall remain the property of ETC unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: ETC shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". ETC shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ETC against claims or liabilities arising from performance of services under this agreement. ETC obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by ETC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or exploration are made by ETC and that the data, interpretations and recommendations of ETC are based solely upon the data available to ETC. ETC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: ETC has adopted safety policy procedures for its personnel when providing services at construction sites. ETC will adhere to these procedures, as site conditions require. A copy of the "Health & Safety Manual" is on file with the corporate safety officer and is available for review. ETC is not responsible or liable for injuries or damage incurred by third parties who are not employees of ETC.

It is understood that ETC will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ETC to subpoenas issued by any party other than ETC in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The Client agrees to limit ETC's liability to the owner and all construction contractors and subcontractors on the project arising from ETC's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ETC to all those named shall not exceed \$50,000, or ETC's total fee for the services rendered on this project, whichever is greater, and Client hereby releases ETC from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ETC's liability for damages suffered by the contractor or the subcontractor arising from ETC's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others that may arise on account of ETC's professional acts, errors or omissions.

SECTION 14: INSURANCE: ETC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ETC agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ETC, its employees, agents, subcontractors and their employees and agents. ETC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ETC shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ETC.

SECTION 15: INDEMNITY: The Client acknowledges that ETC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or safety conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against ETC and agrees to indemnify and save ETC, its agents, and employees harmless from any claim, liability or defense costs, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to ETC's performance of services hereunder. Client and ETC agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: TESTING AND OBSERVATION SERVICES: If ETC is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set for in the proposal, then this section applies. For the specified assignment, ETC will report test results, observations and professional opinions to Client.

The presence of ETC field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defect discovered in his work.

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements.

With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: ETC will retain all soil and rock samples that are transported to ETC laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

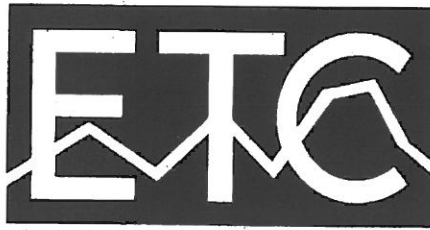
SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ETC shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ETC required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor ETC may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ETC's services.

SECTION 22: ARBITRATION: As an inducement to obtain the services of ETC, the Client has expressly agreed that all disputes between the parties shall be submitted to arbitration according to the rules of the American Arbitration Association and the decision of the arbitrator(s) shall be final and that any arbitration award rendered pursuant to this provision may be reduced to judgement and any failure by either party to abide by such arbitration award shall be subject to the sanctions set forth under "General Conditions." It is expressly understood by the Client that ETC would not render professional services to the Client but for this arbitration provision.



ENGINEERING & TESTING CONSULTANTS INC.

April 8, 2015

Mr. Gary Kelley, P.E.
Kelley-Wise Engineering, Inc.
146 Grove Avenue
Prescott, Arizona 86301

**SUBJECT: PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – BEACH AVENUE,
BETWEEN SUMMIT AVENUE & MCCORMICK STREET, PRESCOTT, AZ**

Dear Mr. Kelley:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for the above referenced project.

We understand that the project will include reconstruction of the roadway between Summit Avenue and McCormick Street. The project will also include water and sewer improvements.

The objective of this subsurface soil exploration and soil survey is to provide subsurface soil conditions and recommendations regarding site grading, pavement structural section, and soil corrosivity for the proposed roadway and utility improvements.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

The field exploration will include completing three exploratory test borings along the proposed road. This proposal includes additional costs associated with providing traffic control during the drilling operation.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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



Mr. Gary Kelley, P.E. – Kelley-Wise Engineering, Inc.
Geotechnical Engineering Services – Beach Ave. Between Summit Ave. & McCormick St., Prescott, AZ
April 8, 2015
Page 2 of 3

Soil samples will be collected for physical properties and corrosivity testing. The boreholes will be backfilled with auger cuttings and patched with a cold mix of asphaltic concrete.

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. The field work will include an exploration for the following conditions.

- General site characteristics and pavement surface conditions.
- Thickness of existing pavement structural section.
- Subsurface soil characteristics, approximate boundary between soil types, and soil sampling.
- Water level measurements (if encountered).
- Three (3) auger test borings will be drilled to depths of approximately 14 feet below existing pavement grade, or to auger refusal. Three borings will be drilled on each road.

Laboratory Analysis

Representative soil samples will be collected during the boring operation for laboratory analysis of physical properties and corrosivity potential.

Exploration Report

The final report will be compiled that includes the following:

- a. Boring logs showing the stratification lines of the various soil types and pavement structure encountered during the field exploration.
- b. Results from laboratory testing conducted on selected samples.
- c. General pavement and surface conditions.
- d. Description of the subsurface soil and/or rock conditions encountered, including expected excavation conditions for utility trenches.
- e. Recommendations for design parameters as outlined in the request. Such parameters will include site grading, pavement structural section, and potential soil corrosivity to iron pipe.



Mr. Gary Kelley, P.E. – Kelley-Wise Engineering, Inc.
Geotechnical Engineering Services – Beach Ave. Between Summit Ave. & McCormick St., Prescott, AZ
April 8, 2015
Page 3 of 3

PAYMENT AGREEMENT

We estimate the subsurface soil exploration to cost \$3,150.00, and we propose to provide these services for a lump sum fee of \$3,150.00. We propose to provide these services for the lump sum fee provided. Should we encounter conditions which require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

ETC can schedule the fieldwork to be performed within 1 to 2 weeks upon your authorization to proceed. We anticipate completion of the final report in approximately four weeks following the authorization.

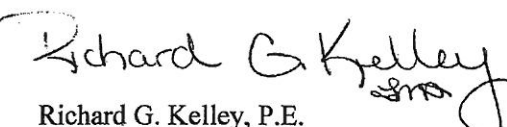
AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work and fees, as quoted above, for the subsurface soil exploration/soil survey, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.


Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: _____ Date: _____

Printed
Name: _____ Title: _____



ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

<u>Engineering Services</u>	<u>Charge Rate (hourly)</u>
Staff Engineer	\$120.00
Project Engineer.....	\$130.00
Sr. Project Engineer.....	\$145.00
Principal Engineer.....	\$155.00
<u>Materials Testing Services</u>	<u>Charge Rate (hourly)</u>
Engineering Technician.....	\$70.00
Senior Level Engineering Technician.....	\$75.00
Special Inspector.....	\$70.00
<u>Laboratory Testing</u>	<u>Charge Rate (each)</u>
Soil Aggregate:	
Plasticity Index (wet prep).....	\$100.00
Plasticity Index (dry prep)	\$65.00
Moisture Density Relationship	\$120.00
Particle Size Analysis	\$75.00
Geotechnical:	
Expansive Potential.....	\$150.00
Expansive Index	\$225.00
Consolidation/Swell	\$175.00
Asphalt:	
Asphalt Content with Gradation by Ignition Method	\$150.00
Marshall Density.....	\$100.00
Rice Test	\$120.00
Concrete/Grout/Mortar:	
Compression Tests (per Specimen).....	\$18.00
Compression Tests Drilled Cores (per Specimen).....	\$45.00

TERMS AND CONDITIONS ENGINEERING & TESTING CONSULTANTS, INC. (ETC)

SECTION 1: SCOPE OF WORK: ETC shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change as the work is in progress. ETC will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ETC can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by ETC pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish ETC with right-of-access to the site in order to conduct the planned work. While ETC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-site test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The Client will furnish ETC with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. ETC reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. ETC reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to ETC prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, ETC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ETC harmless and indemnify ETC for any claims, payments or other liability, including costs and attorney fees, incurred by ETC for any damages to subterranean structures or utilities which are not called ETC's attention and correctly shown on the plans furnished to ETC.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ETC of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ETC may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ETC employees, agents or subcontractors.

If ETC observes or suspects the existence of unanticipated hazardous materials during the course of provided services, ETC may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of ETC, ETC may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: ETC does not create, generate or at any time own or take possession of ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: ETC will furnish two copies of the report to the Client. ETC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ETC.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ETC as instruments of service, shall remain the property of ETC unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: ETC shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". ETC shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ETC against claims or liabilities arising from performance of services under this agreement. ETC obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by ETC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or exploration are made by ETC and that the data, interpretations and recommendations of ETC are based solely upon the data available to ETC. ETC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: ETC has adopted safety policy procedures for its personnel when providing services at construction sites. ETC will adhere to these procedures, as site conditions require. A copy of the "Health & Safety Manual" is on file with the corporate safety officer and is available for review. ETC is not responsible or liable for injuries or damage incurred by third parties who are not employees of ETC.

It is understood that ETC will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ETC to subpoenas issued by any party other than ETC in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The Client agrees to limit ETC's liability to the owner and all construction contractors and subcontractors on the project arising from ETC's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ETC to all those named shall not exceed \$50,000, or ETC's total fee for the services rendered on this project, whichever is greater, and Client hereby releases ETC from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ETC's liability for damages suffered by the contractor or the subcontractor arising from ETC's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others that may arise on account of ETC's professional acts, errors or omissions.

SECTION 14: INSURANCE: ETC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ETC agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ETC, its employees, agents, subcontractors and their employees and agents. ETC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ETC shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ETC.

SECTION 15: INDEMNITY: The Client acknowledges that ETC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or safety conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against ETC and agrees to indemnify and save ETC, its agents, and employees harmless from any claim, liability or defense costs, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to ETC's performance of services hereunder. Client and ETC agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: TESTING AND OBSERVATION SERVICES: If ETC is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set for in the proposal, then this section applies. For the specified assignment, ETC will report test results, observations and professional opinions to Client.

The presence of ETC field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defect discovered in his work.

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements.

With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: ETC will retain all soil and rock samples that are transported to ETC laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ETC shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ETC required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor ETC may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ETC's services.

SECTION 22: ARBITRATION: As an inducement to obtain the services of ETC, the Client has expressly agreed that all disputes between the parties shall be submitted to arbitration according to the rules of the American Arbitration Association and the decision of the arbitrator(s) shall be final and that any arbitration award rendered pursuant to this provision may be reduced to judgement and any failure by either party to abide by such arbitration award shall be subject to the sanctions set forth under "General Conditions." It is expressly understood by the Client that ETC would not render professional services to the Client but for this arbitration provision.



P.O. Box 1420,
Dewey, AZ 86327

928-775-2795 Office
928-268-3487 Fax

ROC #259019

Wyatt W. Orr
928-713-0215 cell
www5th@yahoo.com

Wil W. Orr
928-899-6365
worr@prescott.edu

KA - Dual Engineering
OSHA HAZWOPER Certified

Bid Proposal Addressed To:

Kelley-Wise Engineering
146 Grove Ave.
Prescott, AZ 86301

Project Name

Summit, Beech, & McCormick Road Design

Project Location

Various

Plans drawn by: NA--Budget

Dated:

DESCRIPTION	Units	Unit Cost	Total
Mobilization	1	250.00	250.00
Sawcut existing asphalt, pot hole existing utility, record accurate depth/size/type of utility, backfill pothole with slurry, and install concrete patch to match existing grade. Also includes all required traffic control and some allowance to search for utilities that are marked inaccurately.	30	469.00	14,070.00
Sales Tax--City of Prescott			870.30
TOTAL			\$15,190.30

EXCLUSIONS: Proposal does not include the following: S.W.P.Plan, survey control, density testing, special inspections, export of any unknown hazardous materials, rock excavation (any hard dig situation incurred that a 310 size, rubber-tire backhoe is unable to dig), blasting and hammer hoe expenses, or permits.

ESTIMATE IS GUARANTEED FOR 30 DAYS FROM ORIGINAL DATE.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specification involving extra costs, will be executed only upon written orders and will become an extra charge in addition to the original amount.

Wyatt Orr

2/16/2015

Date

ACCEPTANCE SIGNATURE

Printed Signature

Date

April 29, 2015

Mr. Gary Kelley
Kelley/Wise Engineering, Inc.
146 Grove Avenue
Prescott, AZ 86301

Submitted via e-mail to gkelley@kelley-wise.com

Re: Cost Quote for Public Involvement Services – McCormick Street, Summit Avenue, and Beach Avenue Improvements Project

Mr. Kelley:

Beta Public Relations (BetaPr) respectfully submits this Public Involvement Services cost quote for the McCormick Street, Summit Avenue, and Beach Avenue Improvements Project. This project consists of design work including pavement reconstruction, water and sewer replacement, and drainage improvements. Due to the eventual benefits and potential impacts to area businesses, public involvement is important to managing perception of the project.

Public involvement efforts for promoting two public meetings will begin immediately upon acceptance of this scope and estimated fee. Tasks associated with the public involvement effort, including estimated cost to complete each task are outlined below. If necessary, we will adjust our estimate to accommodate the City's needs, or any scope changes.

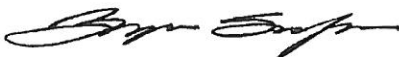
Project Scope	Estimated Cost
Task 1 – Project Notification Flier Design and Distribution BetaPr will design and produce two (2) Project Notification Fliers that serve as public meeting invitations and general project information pieces. The fliers will be bulk-mailed to residents, businesses, and property owners in and around the project area prior to the 30% and 90% design level.	\$780.00
Task 2 – Newspaper Advertisement Design and Publication BetaPr will design and publish two (2) newspaper advertisements in the Prescott Daily Courier. The advertisements will invite interested parties to attend the public meetings, highlight project details, and provide information on how to stay connected with the project team.	\$330.00

Task 3 – Promoting and Hosting Public Meetings BetaPr will promote and host two (2) Public Meetings. Hosting includes acquiring the venue, development and production of meeting materials, assisting with presentations, meeting set-up and take-down, and meeting facilitation. After the meetings are complete, a Public Meeting Summary will be provided to the team aggregating all comments and input received.	\$2,440.00
Total Estimated Labor Expenses	\$3,550.00
Direct Expenses	Estimated Cost
Printing – 700 pieces (Notification Flier) x \$0.30 per piece	\$210.00
Direct mail postage – 400 pieces x \$0.50 per piece	\$200.00
Community meeting venue fees	\$200.00
Total Estimated Direct Expenses	\$610.00

Total Estimated Project Cost \$4,160.00

Thank you for the opportunity to work on this project. If you have any questions regarding this estimate, feel free to contact me directly at (928) 856-0558. We look forward to working with Kelley/Wise Engineering, Inc. to provide effective public involvement support for the McCormick Street, Summit Avenue, and Beach Avenue Improvements Project.

Sincerely,



Bryce Snyder
Principal
BetaPr



VICINITY MAP
SUMMIT AVENUE, MCCORMICK STREET, AND
BEACH AVENUE PAVEMENT AND UTILITY
IMPROVEMENTS PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-189 to Shephard-Wesnitzer, Inc., to provide engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$257,554.00

Approved By:		Date:
Director:	Hash, Henry	05/11/2015
City Manager:	McConnell, Craig	05/15/2015

Item Summary

This item is to award City Contract No. 2015-189 to Shephard-Wesnitzer, Inc., for engineering and post design services for the S. Washington Avenue/E. Goodwin Street Improvements Project within the overall City Pavement Maintenance Program.

This contract includes geotechnical investigations to establish proper pavement structural sections, subsurface utility investigations, surveying, design reports, plans and specifications, and post design/construction services. A separate construction project will result from this engineering contract. The attached scope of services and fee proposal will become Exhibit "A" to the standard City contract for professional services.

Background

Pavement reconstruction is one element of the Public Works Department's comprehensive program to preserve, rehabilitate, and upgrade the City's street system. The annual Pavement Maintenance Program consists of three primary approaches to maintain and preserve the City street network: Pavement Preservation, Rehabilitation and Reconstruction.

Preliminary pavement and subsurface soils investigations have determined complete reconstruction of segments of S. Washington Avenue and E. Goodwin Street is required. Design will include the replacement of deteriorated concrete features, as well as pedestrian access improvements and drainage improvements.

City water and sewer facilities were evaluated and checked against the City Water and

Agenda Item: Award of City Contract No. 2015-189 with Shephard-Wesnitzer, Inc., to provide engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$257,554.00

Sewer Models to identify necessary replacements or upgrades. The contract includes design of these utility improvements, including necessary ADEQ approvals.

Procurement

The FY16-17 Pavement Reconstruction Program was separated into multiple projects to efficiently deliver them during the next two years. A request for proposals was issued for the list of projects. Design professionals responded to this request, and a review of each firm's qualifications, project approach and desired projects was conducted. Shephard-Wesnitzer, Inc., was selected as the most qualified firm for this project.

Project Schedule

Engineering is scheduled to be completed within six (6) months of the notice to proceed following the schedule below:

Award of contract	May 26, 2015
Pre-Design Meeting	Week of June 1, 2015
Notice to Proceed (NTP)	Week of June 8, 2015
Design Completion	December 2015

Financial Impact

The design fee of \$171,084.00 is 8.2% of the estimated construction cost of the improvements. FY 2015 (programmed) and FY 2016 (pending) funding for this project is available from the Streets and Open Space, Water, and Wastewater Funds.

Attachments

1. Scope and Fee (Exhibit A)
2. Vicinity Map

Recommended Action: **MOVE** to award City Contract No. 2015-189 to Shephard-Wesnitzer, Inc., to provide engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$257,554.00.

EXHIBIT A

Scope of Services for the **S. Washington Avenue/E. Goodwin Street Improvements Project** City of Prescott, Arizona Shephard-Wesnitzer Inc. #15091 – Prepared: April 8, 2015

PROJECT DESCRIPTION

The City of Prescott will be entering into a contract for consulting engineering services and other associated services required to produce a set of bid ready construction documents (plans, engineers estimate, bid schedule, specifications & special provisions) for the **S. Washington Avenue/E. Goodwin Street Improvements Project**, along with the associated construction phase services.

PRELIMINARY PROJECT INFORMATION

Existing Conditions

- The existing roadways are in various stages of deterioration.
- Due to the condition of the roads, they will be completely reconstructed and will include utility upgrades where necessary

Proposed Improvements

The work is currently anticipated a follows:

PAVEMENT RECONSTRUCTION & UTILITY REPLACEMENT

1. **S. Washington Avenue:** E. Gurley to the end of the existing roadway south of Carlton Street
2. **E. Goodwin Street:** S. Mt. Vernon Avenue to S. Washington Ave.

Anticipated improvements include pavement replacement with water and sewer utility replacements where necessary.

SWI Project Key Activities

- Topographic survey of all roadways including complete intersections detailing and extending to the ROW limits of each road and beyond where necessary for match up construction. The surveys will extend a minimum of 50' beyond the anticipated construction limits.
- Pre-Design Bluestaking of all roadways
- Utility potholing (up to 44 potholes)
- Preliminary design report within 60 days of contract award with alignment plans on aerial photo backgrounds with major components identified, a preliminary cost estimate and recommend phasing options.
- Utility review and coordination with local utility companies for potential conflicts and system enhancements
- Geotechnical evaluations of all the roadways with pavement options recommendations. This task includes up to 6 soil borings

**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT – EXHIBIT A
SWI #15091**

- Preparation of 30%, 60%, 90% and Final plans following the guidelines of the City CIP submittal requirements
- Preparation of a drainage memo where necessary for management of stormwater. Detention basin designs are not anticipated.
- Include water and sewer main and service line replacements in all streets. The City will provide the modeling backup for a brief design memo to be prepared by SWI to include with the YCDS permitting.
- YCDS submittals and final certifications for Approval to Construct and Approval to Operate.
- SWPPP BMP's to be shown on the plans for the contractor's convenience. Preparation of the SWPPP document for permitting and construction submittals will be a contractor required task.
- No Traffic Study or 404 Permit evaluation is necessary.
- Construction Phase Services will be provided as noted in the original project RSOQ dated December 11, 2014 and made a part of this proposal.
- Public meetings are required for this project. SWI will conduct up to two public meetings and will secure the venue and provide mailings and newspaper publications as necessary. A public relations subconsultant is included as a part of our team.
- Environmental (ESA) predeterminations are required for this project.

SCOPE OF SERVICES PER THE CITY RSOQ, DECEMBER 11, 2014:

1. Administrative Tasks

SWI will attend a kick-off meeting with City staff at a time and on a date agreeable to both parties. At the kick off meeting the Engineer shall provide to the City

- A preliminary design schedule and project directory of team members.
- An organization chart showing the relationship of all of the team members.
- Any required contractual submittals.
- Discuss the approach, schedule, expectations, special conditions and areas of concern, contract documents, current City Technical Specifications and SWI Special Provisions and any other issues promoting the successful completion of the project.

General Project administrative tasks are also included in this task budget for the duration of the project including general correspondence, meetings, agendas, minutes and related activities. SWI has included conducting two public meetings in this task and will secure the venue and provide mailings and newspaper publications as necessary for the meetings.

2. Design Schedule

SWI will develop a detailed design schedule after the Pre-Design Meeting including all major tasks. The schedule will be updated as necessary. The schedule shall include a minimum of 3 weeks (21 calendar days) for each City review.

3. Preliminary Basis of Design Report, 15% Plans and Preliminary Construction Cost Estimate

Within 60 days of receipt of the notice to proceed from the City, SWI will prepare preliminary 15% alignment plans on aerial backgrounds, a preliminary design report with major components and drainage issues noted, a preliminary construction cost estimate and anticipated construction phasing, if any. The elements of the preliminary submittal will be identified at the project pre-design meeting. The Basis of Design Report will be updated with each subsequent submittal. The

S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT – EXHIBIT A
SWI #15091

final drainage review will extend south to the City Reservoir Site for the purpose of reviewing site runoff, erosion and sediment control and the impacts on the residents below (west of) S. Washington to the Virginia St. drainage channel.

4. Utility Review

SWI will be responsible for coordinating with all utility companies (i.e. water, sewer, cable TV, electric, gas, telephone) in the area. Available information shall be depicted on the plans as clearly and accurately as possible in order to minimize unforeseen utility conflicts. Visible utilities and above ground utilities will be identified and located during the topographic survey, including water valves, hydrants, electrical poles, street lighting, equipment pads, telephone and television risers, and above ground gas facilities. SWI will also provide Pre-Design Bluestake markings of underground utilities (water, sewer, electrical, telephone, cable and gas) for location during the initial topographic survey.

SWI will also coordinate with the utility companies to assist them with their endeavors to upgrade, replace or enhance their facilities prior to or as part of the construction project. We will provide each of the utility companies a set of plans via email PDF format at completion of the 30%, 60%, 90% and 100% levels and will provide any written responses received from each of the involved utilities at the completion of each design level to the City. We will also attend the monthly Regional Utility Coordination meetings as necessary. We anticipate attendance at two (2) RUCC meetings.

5. Utility Potholing

SWI will be responsible for potholing utilities for location and depth where the possibility of conflicts exist between the existing utilities and proposed construction. 44 utility explorations are budgeted for the project and are intended to occur after completion of the topographic survey and the preliminary design meeting.

6. Geotechnical Investigations

SWI will subcontract to ETC, Inc. for geotechnical investigations for the roadways included in the project. Subsurface conditions, recommendations for specialty excavation equipment, pavement section design alternatives and pipe installation recommendations are to be included in the report. 6 borings are budgeted for this project.

7. Preparation of Preliminary (30%) Design

SWI will develop 30% preliminary design plans and specifications including rights-of-ways/easements, complete topography and identification of existing improvements, survey control/benchmarks, property lines, plan/profiles of existing roadways and utilities within the project limits. Existing utility information will be shown along with potential conflicts. The submittal will include the items required by the City's CIP submittal requirements checklist. Construction costs (engineers estimate) will also be provided in Bid Schedule format. As a part of the 30% design submittal, the topographic survey will be completed and the existing rights-of-ways and easements will be verified.

Topographic/Boundary Verification Survey – SWI will perform the necessary topographic and boundary verification survey for the project sites. The base maps will be prepared in AutoCAD 2012 format. SWI will coordinate with the City Surveyor in regard to the information required to be shown on the survey and the coordinate/elevations basis for the survey for consistency with the City system. The topographic survey, including available rights-of-way and easement information

S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT – EXHIBIT A
SWI #15091

will be used for the project design base drawings. The boundary survey is for confirmation of existing ROW and property monuments found in the field and is not a complete boundary survey of the project parcels. The topographic survey will include compete intersection detailing at the match points for the project and the width will extend to the ROW limits of each road and will also extend to necessary match up points for adjacent improvements where necessary. The survey will extend a minimum of 50' beyond the anticipated construction limits.

Existing right-of-way mapping – The City will provide existing right-of-way limits information for delineation on the plans as well as a listing of all City benchmarks, which are to be utilized on the project. SWI will verify the ROW and include the information on the project design base maps.

Legal Descriptions – SWI shall prepare up to three legal descriptions and a map for the acquisition of additional right-of-way parcels and or easements if required to construct the proposed improvements. The City will provide pertinent title reports to the Engineer if required. The Engineer will not be required to negotiate with the pertinent property owners for the acquisition of any of the required right-of-way parcels/easements.

8. Preparation of Preliminary (60%) Design

SWI shall incorporate any alternative selections, changes, corrections and/or additions that result from the City's preliminary 30% plan review including those elements required by the City of Prescott CIP Design Submittal Requirements for a 60% submittal. The resulting set of plans will be submitted to the City and utilities as a 60% design, which will be reviewed by the City and utilities for additional adjustments and/or corrections. An updated cost estimate and the first submittal of the specifications/special provisions shall be included.

9. Preparation of Pre-final (90%) Plans, Specifications and Estimate for Submittal to City and Utility Companies

SWI shall incorporate any alternative selections, changes, corrections and/or additions that result from the City's preliminary 60% plan review including those elements required by the City of Prescott CIP Design Submittal Requirements for a 90% submittal. The resulting set of plans will be submitted to the City and utilities as a 90% design, which will be reviewed by the City and utilities for additional adjustments and/or corrections. An updated cost estimate and specifications/special provisions shall be included.

10. Pre-final (90%) Design Meeting

SWI shall meet with the City to incorporate any final revisions or additional work required to generate the final (100%) plans and specifications.

11. Preparation of Final (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate

SWI shall prepare the final bid ready construction documents incorporating any final alternative selections, changes, corrections and/or additions that result from the City's preliminary 90% plan review meeting. The submittal will meet the requirements of the City of Prescott CIP Design Submittal Requirements for a Final submittal. The submittal will include final 3 mil Mylar reproducibles of the construction plans and a disk of the drawing files in AutoCADD.DXF format along with digital files for the cost estimate, bid schedule and specifications. The City will prepare the formal contract documents bid package.

12. Design of Water and Sewer Improvements

SWI shall provide water and sewer line design for new utility lines within the project streets. The water and sewer lines will be included on separate plan/profile sheets for those streets and will require a submittal to YCDS for construction and operational permits. SWI will prepare the permit submittals and a brief design memorandum based on water and sewer model information provided by the City of Prescott. We will also submit the project to YCDS for review and approval. The City will be responsible for the cost of the permitting.

Construction plans will address the removal of exiting utility materials where conflicts exist with new construction.

All Design plans will be submitted in a plan-profile format as required by the City including separate water and separate sewer plan/profile sheets.

13. Construction Pre-Bid Meeting

SWI shall attend the construction phase Pre-Bid Meeting and prepare addenda as necessary for project design clarifications. The City will conduct the meeting and prepare the meeting agenda and minutes.

14. Pre-Construction Meeting

SWI shall attend the Pre-Construction meeting and address any design questions presented by the Contractor. The City will conduct the meeting and prepare the agenda and minutes.

15. Monthly Progress Meetings

The City and SWI will meet monthly or as requested during the design process to discuss the project status and any pertinent issues. Coordination meetings will continue for the duration of the project. The Design Phase meetings are included in Task 1.0. SWI has budgeted four (4) monthly construction phase meetings at the Public Works office for the FY 2016-2017 construction. Separate meetings with individual business or property owners are not anticipated.

16. Benchmarks

SWI will set sufficient temporary or permanent benchmarks to allow the project to be constructed in accordance with the design. This task will be included with the topographic survey.

17. Provision of Post-Design Consultation Services

This task assumes the City will organize and chair all of the bid and construction phase meetings.

Weekly Meetings & Site Observations – SWI will attend the weekly construction meetings on an as-requested basis and conduct site visits as necessary. Photo documented field reports will be prepared for each site visit to document the work that was observed. A total of 8 hours/week for a 24 week construction period is assumed for meetings, site visits, utility as-built measurements, including substantial & final walkthrough and punch list preparation.

RFI's & Change Orders – The Engineer will respond to requests for information and change orders for up to 10 RFI's and 2 change orders.

**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT – EXHIBIT A
SWI #15091**

Shop Drawing & Submittal Reviews – The Engineer will review and provide written comments for up to 5 total shop drawing and product submittals and re-submittals.

As-Built Plans & Field Surveys – The Engineer will provide up to 12 field survey visits for recording the as-built construction. The contractor's as-built marked up plans, SWI surveys and our site observations and measurements will be utilized to prepare the final project As-Built plans for record. Final as-built Mylar reproducibles and digital files in AutoCAD 2012 format will be provided by SWI to the City at project closeout. SWI will also prepare/provide the final As-Built plans and the YCDS Engineers Certificate of Completion for the water and sewer lines along with the final Engineers Certification of the project.

NOTE: Work hours estimated for “Bid & Construction Phase Services”, inspections, construction site meetings, shop drawing reviews, as-built survey and responding to construction questions and concerns (RFI's) will not be exceeded without express written permission from the City of Prescott.

18. Meeting Minutes

SWI will prepare the agendas for and minutes of all design phase meetings over the course of the project duration. Pre-Bid, Pre-Construction and weekly Construction phase meeting minutes will be the responsibility of the Contractor or the City.

STANDARD OF CARE:

SWI shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. SWI and the City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

OPINIONS OF COST:

SWI has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on SWI's opinion based on experience and judgment. SWI cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by SWI.

**END OF THE S. WASHINGTON AVENUE/E. GOODWIN STREET
IMPROVEMENTS PROJECT
EXHIBIT A - SCOPE OF SERVICES – SWI #15091**

Prepared by: Shephard Wesnitzer, Inc.
Richard Aldridge, PE, MBA
Branch Manager

Attachments: SWI Cost Summary and Scope/Fee Spreadsheet REV – 4-8-2015
SWI 2015 Rate Schedule
Scoping Limits Map REV 4-8-15
Subconsultant Proposals: ETC, Inc., Mule Services, EcoPlan,
Earth Resources and Beta|PR

SUMMARY OF TASKS AND FEES - EXHIBIT A

S. WASHINGTON/E. GOODWIN STREET IMPROVEMENTS PROJECT



PROJECT NAME: S. WASHINGTON/E. GOODWIN STREET IMPROVEMENTS PROJECT
 DATE PREPARED: REV APRIL 8, 2015
 SWI Project Number 15091

DESIGN PHASE	
SWI DESIGN PHASE SERVICES	\$ 126,110
SUBCONSULTANT DESIGN PHASE SERVICES	\$ 44,974
SUBTOTAL	\$ 171,084
CONTRACT ALLOWANCE	\$ 17,100
REIMBURSABLE EXPENSES	\$ 2,500
TOTAL DESIGN PHASE SERVICES W/CONTRACT ALLOWANCE	\$ 190,684

BID & CONSTRUCTION PHASE	
SWI BID & CONSTRUCTION PHASE SERVICES	\$ 66,870
TOTAL BID & CONSTRUCTION PHASE SERVICES FOR S. WASHINGTON/E. GOODWIN STREET IMPROVEMENTS PROJECT W/CONTRACT ALLOWANCES	\$ 66,870

GRAND TOTAL - DESIGN, BID & CONSTRUCTION PHASE SERVICES WITH ALLOWANCES	\$ 257,554
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ESTIMATED CONSTRUCTION COST - S. Washington & Goodwin	
PAVEMENT RECONSTRUCTION 11,600 SY @ \$70/SY	\$ 812,000
CONCRETE-DRAINAGE-LANDSCAPE-AMENITIES @ 25%	\$ 203,000
WATER AND SEWER INFRASTRUCTURE @ \$200/LF @ 2,600LF	\$ 520,000
SUBTOTAL	\$ 1,535,000
CONTINGENCY @ 20% OF SUBTOTAL	\$ 307,000
TOTAL ESTIMATED CONSTRUCTION COST	\$ 1,842,000

TOTAL ESTIMATED CONSTRUCTION COST	\$ 1,842,000
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SWI ONLY SURVEY & DESIGN FEE AS A PERCENTAGE OF CONSTRUCTION COSTS	6.8%
SWI DESIGN FEE AS A PERCENT OF CONSTRUCTION COST, INCLUDING SUBCONSULTANTS	9.3%
SWI DESIGN FEE WITH CONTRACT ALLOWANCE/REIMBURSABLES AS A PERCENT OF CONSTRUCTION COS	10.4%
CONSTRUCTION PHASE FEE W/CONTRACT ALLOWANCE AS A PERCENT OF CONSTRUCTION COST	3.6%

PREPARED BY: SHEPHARD WESNITZER, INC.
 Richard Aldridge, PE, MBA
 Branch Manager

SWI Engineering

PROJECT NAME: S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT

DATE PREPARED: REV April 8, 2015

SWI Project Number 15091

PROJECT TASKS & HOURS - EXHIBIT A**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT**

		E-4	E-3	E-2	EIT/CADD	Survey	Surveyor	Clerical	Total Man Hours	Total Labor Cost	Subtotals
No.	Contract Task/Phase	\$160	\$ 150	\$130	\$ 95	\$120	\$ 85	\$ 60			
	PLANNING & DESIGN PHASE SERVICES - SWI TASKS										
1	TASK 1.0 Administrative Tasks										
2	Includes typical administrative tasks, contract set up/insurance forms, and kick off meeting tasks	24						4	28	\$ 4,080	
3	General Project Administration (meetings, minutes, agendas, correspondence, etc.) - duration of project including two public meetings	52		12					64	\$ 9,880	
4	Preparation of the detailed schedule, revisions & updates	4		2					6	\$ 900	
5											\$ 14,860
6	TASK 2.0 Design Schedule										
7	Included in TASK 1.0 Above								0	\$ -	
8											\$ -
9	TASK 3.0 Preliminary 15% Design Report and Preliminary Construction Cost Estimate										
10	Preliminary Basis of Design Report, project elements, costs	12		4					16	\$ 2,440	
11	Preliminary 15% Alignment Plans on Aerial Photo Backgrounds	8		12	26	2			48	\$ 5,550	
12	Conceptual Drainage Review, including Water Tank site and Impacts on Virginia St. Channel/Residents	2		24					26	\$ 3,440	
13											\$ 11,430
14	TASK 4.0 Utility Review										
15	Coord with utilities, (2) RUCC meetings	2		4					6	\$ 840	
16											\$ 840
17	TASK 5.0 Utility Potholing										
18	Add Earth Resources pothole information to the base design sheets, 44 locations			2	8				10	\$ 1,020	
19											\$ 1,020
20	TASK 6.0 Geotechnical Investigation										
21	Review ETC Geotechnical Report, boring logs, incorporation of recommendations/bore locations into plans			4	8				12	\$ 1,280	
22											\$ 1,280
23	TASK 7.0 Preparation of Preliminary (30%) Design										
24	Topographic & Boundary Verification Survey - Base Map Preparation	2			32	16	84		134	\$ 12,420	
25	Preliminary Plans - Cover, Details, Notes, 18 - P&P Sheets (28 Sheet Set) - 6+ hrs/sheet + QA	12		48	104				164	\$ 18,040	
26	Preliminary Drainage Review, including Water Tank site and Impacts on Virginia St. Channel/Residents	4		40					44	\$ 5,840	
27	Cost Estimate in Bid Schedule Format	4			4				8	\$ 1,020	
28											\$ 37,320
29	TASK 8.0 Preparation of Preliminary (60%) Design										
30	Preliminary Plans - Cover, Details, Notes, 18 - P&P Sheets (28 Sheet Set) - 8+ hrs/sheet + QA	12		74	138				224	\$ 24,650	
31	Final Drainage Memo	2		32					34	\$ 4,480	
32	Cost Estimate in Bid Schedule Format	8							8	\$ 1,280	
33	1st Submittal of the Project Special Provisions/Technical Specifications	16							16	\$ 2,560	
34											\$ 32,970

SWI Engineering
PROJECT NAME: S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT
DATE PREPARED: REV April 8, 2015
SWI Project Number 15091
PROJECT TASKS & HOURS - EXHIBIT A
S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT

		E-4	E-3	E-2	EIT/CADD	Survey	Surveyor	Clerical	Total Man Hours	Total Labor Cost	Subtotals
No.	Contract Task/Phase										
		\$160	\$ 150	\$130	\$ 95	\$120	\$ 85	\$ 60			
35	TASK 9.0 Preparation of Pre-final (90%) Plans, Specifications and Estimate for Submittal to City and Utility Companies										
36	Preliminary Plans - Cover, Details, Notes, 18 - P&P Sheets (28 Sheet Set) - 4+ hrs/sheet + QA	8		32	72				112	\$ 12,280	
37	Cost Estimate in Bid Schedule Format	4		2					6	\$ 900	
38	Special Provisions/Technical Specifications	4							4	\$ 640	
39											\$ 13,820
40	TASK 10.0 Pre-Final (90%) Design Meeting										
41	Review meeting to incorporate any final City requested revisions	2		2					4	\$ 580	
42											\$ 580
43	TASK 11.0 Preparation of Final Bid Package: (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate										
44	Final Plans - Cover, Details, Notes, 18 - P&P Sheets (28 Sheet Set) - 2+ hrs/sheet + QA	4		18	34				56	\$ 6,210	
45	Final Cost Estimates & Bid Schedule Preparation	4		2					6	\$ 900	
46	Final Special Provisions/Technical Specifications	4							4	\$ 640	
47	ADEQ Design Memo & ATC Submittal (All ADEQ submittal fees/costs to be paid by the City)	4	24						28	\$ 4,240	
48											\$ 11,990
49	TASK 12.0 Design of Water Improvements and Additional Work										
50	Water & Sewer Line P&P Sheets for Design in Washington & Goodwin - Included in the 18 PP Sheets										
51											
52	TOTAL SWI LABOR HOURS & FEE - DESIGN	198	24	314	426	18	84	4	1068	\$ 126,110	\$ 126,110
53											
54											
55	SUBCONSULTANTS								FEE	SWI 10%	TOTAL FEE
56	ETC, Inc. (Geotechnical)								\$ 5,950.00	\$ 595	\$ 6,545
57	Mule Services (Pre-Design Bluestaking)								\$ 2,465.00	\$ 247	\$ 2,712
58	EcoPlan (Endangered Species Act Pre-Determination)								\$ 744.00	\$ 74	\$ 818
57	Earth Resources (Utility Potholing, 44 locations)								\$ 23,896.00	\$ 2,390	\$ 26,286
58	Beta Pr (Public Meetings)								\$ 7,830.00	\$ 783	\$ 8,613
58											\$ 44,974
59											
60	SUBTOTAL DESIGN PHASE SERVICES										\$ 171,084
61	Contract Allowance @ 10%										\$ 17,100
62	Reimbursable Expenses Allowance										\$ 2,500
63											
64	TOTAL DESIGN PHASE SERVICES WITH CONTRACT ALLOWANCE AND REIMBURSABLES										\$ 190,684
65											
66											

SWI Engineering

PROJECT NAME: S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT

DATE PREPARED: REV April 8, 2015

SWI Project Number 15091

PROJECT TASKS & HOURS - EXHIBIT A**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT**

		E-4	E-3	E-2	EIT/CA	Survey	Surveyor	Clerical	Total Man Hours	Total Labor Cost	Subtotals
No.	Contract Task/Phase										
		\$160	\$ 150	\$130	\$ 95	\$120	\$ 85	\$ 60			
67	POST DESIGN PHASE SERVICES - SWI TASKS										
68											
69	TASK 13 Construction Pre-Bid Meeting										
70	Attend Pre-Bid Conference	4							4	\$ 640	
71	Prepare Addenda (up to 2)	4		8					12	\$ 1,680	
72											\$ 2,320
73	TASK 14 Pre-Construction Meeting										
74	Attend Pre-Construction Conference	4							4	\$ 640	
75											\$ 640
76	TASK 15 Monthly Progress Meetings										
77	Attend Monthly Progress Meetings during Construction (up to 4 meetings)	8		8					16	\$ 2,320	
78											\$ 2,320
79											
80	TASK 16 Benchmarks										
81	Set temporary and permanent benchmarks for construction					2	8		10	\$ 920	
82											\$ 920
83	TASK 17 Post-Design Consultation Services										
84	Misc Meetings & Weekly Construction Observations, Report Preparation (8 hrs/week @ 24 weeks) + QC	32		192					224	\$ 30,080	
85	Shop Drawing Reviews (up to 5) & Respond to RFI's (up to 10 RFI's)	4		8					12	\$ 1,680	
86	Change Order Preparation (up to 2)	4		8					12	\$ 1,680	
87	As-built Survey				12	20	98		130	\$ 11,870	
88	Prepare Record Drawings & Final Certification/Close Out Includes YCES submittals for ATO	16		20	40				76	\$ 8,960	
89	Construction General Administration (40 Hours)	40							40	\$ 6,400	
90											\$ 60,670
91	TASK 18 Meeting Minutes										
92	Prepare Meeting Minutes for all Design Phase meetings - the fee for this task is included in the Design Phase Budget								0	\$ -	
93											\$ -
94											
95	TOTAL SWI LABOR HOURS & FEE - BID & CONSTRUCTION PHASE	116	0	244	52	22	106	0	540	\$ 66,870	\$ 66,870
96											
97											
98	TOTAL FOR DESIGN, BID AND CONSTRUCTION PHASE SERVICES										\$ 257,554

SHEPHARD-WESNITZER, INC. - 2015 HOURLY RATES

STANDARD RATE SCHEDULE

E-5	PRINCIPAL ENGINEER	\$185/HOUR
E-4	ENGINEER 4	\$160/HOUR
E-3	ENGINEER 3	\$150/HOUR
E-2	ENGINEER 2	\$130/HOUR
E-1	ENGINEER 1	\$115/HOUR
EIT-4	ENGINEER IN TRAINING	\$100/HOUR
EIT-3	ENGINEER IN TRAINING	\$95/HOUR
EIT-2	ENGINEER IN TRAINING	\$90/HOUR
EIT-1	ENGINEER IN TRAINING	\$85/HOUR
CADD-4	CADD DESIGNER	\$105/HOUR
CADD-3	CADD DESIGNER	\$95/HOUR
CADD-2	CADD DESIGNER	\$85/HOUR
CADD-1	CADD DESIGNER	\$75/HOUR
CAD-4	CAD DRAFTER	\$80/HOUR
CAD-3	CAD DRAFTER	\$70/HOUR
CAD-2	CAD DRAFTER	\$60/HOUR
CAD-1	CAD DRAFTER	\$50/HOUR
A-1	CLERICAL	\$60/HOUR
RLS	REGISTERED LAND SURVEYOR, SURVEY MANAGER	\$120/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF	\$105/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF	\$85/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF	\$85/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN	\$105/HOUR
T-3	PROJECT COORDINATOR.....	\$90/HOUR
INT -1	INTERN.....	\$45/HOUR
	MARKETING DIRECTOR	\$75/HOUR
	GIS COORDINATOR	\$95/HOUR
	INSTRUMENT PERSON.....	\$80/HOUR
	GPS RECEIVER.....	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION	\$25/HOUR
	ARCHIVE FILE RESEARCH	\$55/HOUR, 1 HOUR MINIMUM

OUTSIDE SERVICES.....COST + 10%

PRINTS

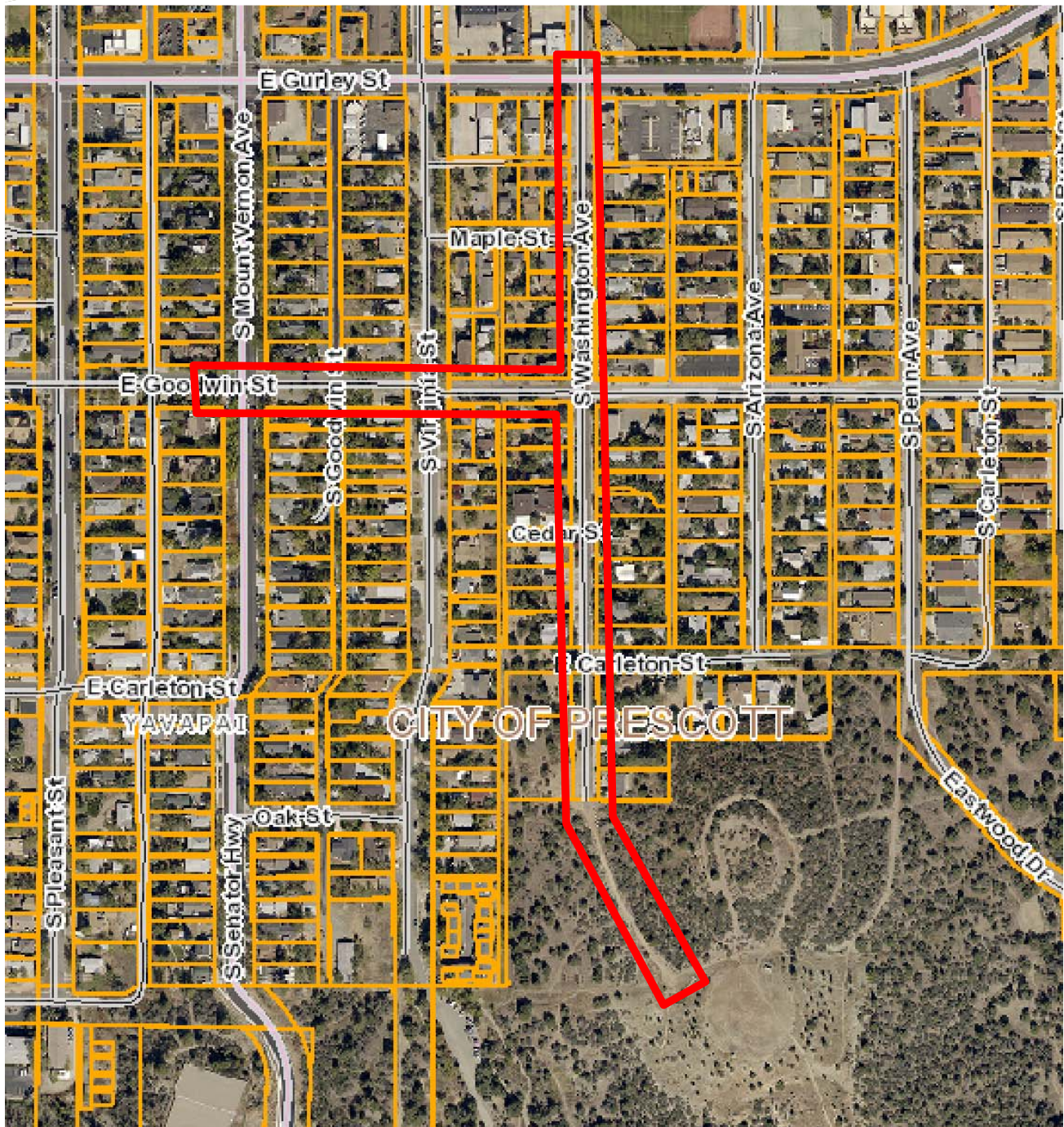
BOND.....	\$2.75EACH
VELLUMS	\$5.00EACH
MYLAR.....	\$6.00EACH

PLOTS

BOND.....	\$5.00EACH
VELLUM.....	\$10.00EACH
MYLAR.....	\$10.00EACH
COLOR PLOTS/BOND	\$15.00EACH
XEROX.....	\$.09EACH
CD'S.....	\$5.00EACH
MILEAGE.....	\$.65 PER MILE
FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS	
TWO TIMES OUR STANDARD RATES	

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE

**S. WASHINGTON AVE / E. GOODWIN STREET
IMPROVEMENTS PROJECT
PROJECT LIMITS EXHIBIT**



**S. WASHINGTON FROM E. GURLEY STREET TO THE WATER TANK
TURNAROUND & E. GOODWIN ST. FROM MT. VERNON TO S.
WASHINGTON AVE.
PREPARED: REV APRIL 8, 2015**



ENGINEERING & TESTING CONSULTANTS INC.

February 2, 2015

Mr. Richard Aldridge, PE, MBA
Shephard-Wesnitzer, Inc.
221 N. Marina Avenue, Suite 102
Prescott, Arizona 86301

SUBJECT: PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – S. WASHINGTON AVENUE & GOODWIN STREET, PRESCOTT, AZ

Dear Mr. Aldridge:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for the above referenced project.

We understand that the project will include reconstruction of Washington Ave. from Gurley to the south end of the road, and Goodwin, from Mount Vernon to Washington. The project will also include water and sewer improvements, as needed.

The objective of this subsurface soil exploration and soil survey is to provide subsurface soil conditions and recommendations regarding retaining wall foundation support, site grading, slope stability, pavement structural section, lateral soil pressures, and soil corrosivity for the proposed roadway and utility improvements.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

The field exploration will include completing four exploratory test borings along Washington Avenue, and two borings along Goodwin Street. This proposal includes additional costs associated with providing traffic control during the drilling operation.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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



Mr. Richard Aldridge, PE, MBA – Shephard-Wesnitzer, Inc.
Geotechnical Engineering Services – S. Washington Ave. & Goodwin St., Prescott, AZ
February 2, 2015
Page 2 of 3

Soil samples will be collected for physical properties and corrosivity testing. The boreholes will be backfilled with auger cuttings and patched with a cold mix of asphaltic concrete.

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. The field work will include an exploration for the following conditions.

- General site characteristics and pavement surface conditions.
- Thickness of existing pavement structural section.
- Subsurface soil characteristics, approximate boundary between soil types, and soil sampling.
- Water level measurements (if encountered).
- A total of six (6) auger test borings will be drilled to depths of approximately 10 to 14 feet below existing pavement grade, or to auger refusal. Four borings will be drilled on Washington, and two borings will be drilled on Goodwin.

Laboratory Analysis

Representative soil samples will be collected during the boring operation for laboratory analysis of physical properties and corrosivity potential.

Exploration Report

A final report will be compiled that includes the following:

- a. Boring logs showing the stratification lines of the various soil types and pavement structure encountered during the field exploration.
- b. Results from laboratory testing conducted on selected samples.
- c. General pavement and surface conditions.
- d. Description of the subsurface soil and/or rock conditions encountered, including expected excavation conditions for utility trenches.
- e. Recommendations for design parameters as outlined in the request. Such parameters will include: foundation support, site grading, slope stability, pavement structural section, lateral soil pressures, and potential soil corrosivity to iron pipe.



Mr. Richard Aldridge, PE, MBA – Shephard-Wesnitzer, Inc.
Geotechnical Engineering Services – S. Washington Ave. & Goodwin St., Prescott, AZ
February 2, 2015
Page 3 of 3

We estimate the subsurface soil exploration for the two roads to cost \$5,950.00, and we propose to provide these services for a lump sum fee of \$5,950.00. Should we encounter conditions which require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

ETC can schedule the fieldwork to be performed within 1 to 2 weeks upon your authorization to proceed. We anticipate completion of the final report in approximately four weeks following the authorization.

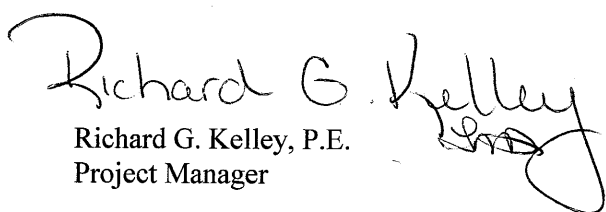
AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work and fees, as quoted above, for the subsurface soil exploration/soil survey, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.


Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: _____ Date: _____

Printed

Name: _____ Title: _____



ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

<u>Engineering Services</u>	<u>Charge Rate (hourly)</u>
Staff Engineer	\$120.00
Project Engineer.....	\$130.00
Sr. Project Engineer.....	\$145.00
Principal Engineer.	\$155.00

<u>Materials Testing Services</u>	<u>Charge Rate (hourly)</u>
Engineering Technician.....	\$70.00
Senior Level Engineering Technician	\$75.00
Special Inspector.....	\$70.00

<u>Laboratory Testing</u>	<u>Charge Rate (each)</u>
Soil Aggregate:	
Plasticity Index (wet prep).....	\$100.00
Plasticity Index (dry prep)	\$65.00
Moisture Density Relationship.....	\$120.00
Particle Size Analysis	\$75.00

Geotechnical:	
Expansive Potential.....	\$150.00
Expansive Index	\$225.00
Consolidation/Swell	\$175.00

Asphalt:	
Asphalt Content with Gradation by Ignition Method	\$150.00
Marshall Density.....	\$100.00
Rice Test	\$120.00

Concrete/Grout/Mortar:	
Compression Tests (per Specimen).....	\$18.00
Compression Tests Drilled Cores (per Specimen).....	\$45.00

TERMS AND CONDITIONS ENGINEERING & TESTING CONSULTANTS, INC. (ETC)

SECTION 1: SCOPE OF WORK: ETC shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change as the work is in progress. ETC will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ETC can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by ETC pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish ETC with right-of-access to the site in order to conduct the planned work. While ETC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-site test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The Client will furnish ETC with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. ETC reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. ETC reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to ETC prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, ETC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ETC harmless and indemnify ETC for any claims, payments or other liability, including costs and attorney fees, incurred by ETC for any damages to subterranean structures or utilities which are not called ETC's attention and correctly shown on the plans furnished to ETC.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ETC of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ETC may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ETC employees, agents or subcontractors.

If ETC observes or suspects the existence of unanticipated hazardous materials during the course of provided services, ETC may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of ETC, ETC may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: ETC does not create, generate or at any time own or take possession of ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: ETC will furnish two copies of the report to the Client. ETC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ETC.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ETC as instruments of service, shall remain the property of ETC unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: ETC shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". ETC shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ETC against claims or liabilities arising from performance of services under this agreement. ETC obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by ETC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or exploration are made by ETC and that the data, interpretations and recommendations of ETC are based solely upon the data available to ETC. ETC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: ETC has adopted safety policy procedures for its personnel when providing services at construction sites. ETC will adhere to these procedures, as site conditions require. A copy of the "Health & Safety Manual" is on file with the corporate safety officer and is available for review. ETC is not responsible or liable for injuries or damage incurred by third parties who are not employees of ETC.

It is understood that ETC will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ETC to subpoenas issued by any party other than ETC in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The Client agrees to limit ETC's liability to the owner and all construction contractors and subcontractors on the project arising from ETC's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ETC to all those named shall not exceed \$50,000, or ETC's total fee for the services rendered on this project, whichever is greater, and Client hereby releases ETC from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ETC's liability for damages suffered by the contractor or the subcontractor arising from ETC's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others that may arise on account of ETC's professional acts, errors or omissions.

SECTION 14: INSURANCE: ETC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ETC agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ETC, its employees, agents, subcontractors and their employees and agents. ETC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ETC shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ETC.

SECTION 15: INDEMNITY: The Client acknowledges that ETC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or safety conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against ETC and agrees to indemnify and save ETC, its agents, and employees harmless from any claim, liability or defense costs, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to ETC's performance of services hereunder. Client and ETC agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: TESTING AND OBSERVATION SERVICES: If ETC is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set for in the proposal, then this section applies. For the specified assignment, ETC will report test results, observations and professional opinions to Client.

The presence of ETC field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defect discovered in his work.

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements.

With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: ETC will retain all soil and rock samples that are transported to ETC laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ETC shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ETC required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor ETC may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ETC's services.

SECTION 22: ARBITRATION: As an inducement to obtain the services of ETC, the Client has expressly agreed that all disputes between the parties shall be submitted to arbitration according to the rules of the American Arbitration Association and the decision of the arbitrator(s) shall be final and that any arbitration award rendered pursuant to this provision may be reduced to judgement and any failure by either party to abide by such arbitration award shall be subject to the sanctions set forth under "General Conditions." It is expressly understood by the Client that ETC would not render professional services to the Client but for this arbitration provision.



MULEServices
Milne's Utility Locating
& Equipment Services

SWIAZ

Richard Aldridge, PE, MBA

Branch Manager

221 N. Marina Street, Suite 102

Prescott, Arizona 86301

RE: SWI Project #14253.002 - S. WASHINGTON AVE & GOODWIN ST.

To Richard;

We thank you for your interest in MULEServices handling the utility line locating services on the above project.

Below is a quote for locating services on the utilities in the FY2016-2017 PAVEMENT REPLACEMENT PROJECT:

Rate is .85 cents per foot.

Total footage is anticipated at 2,900 feet which gives a final estimate cost of \$2,465.00.

We look forward to the possibility of helping you on this project.

Thank you,

Matt Milne

Owner

MULEServices

matt.milne@muleservices.com



EcoPlan Associates, Inc.
Environmental Science & Resource Economics

February 2, 2015

Richard Aldridge, PE, MBA
Branch Manager
Shephard Wesnitzer, Inc.
211 N. Marina Street, Suite 120
Prescott, Arizona 86301

RE: Cost Estimate for Endangered Species Act Pre-determination Letter Report
City of Prescott Pavement Reconstruction
Washington Avenue/Goodwin Street
EcoPlan Proposal No. 14-01202

Dear Mr. Aldridge:

EcoPlan Associates, Inc. (EcoPlan) is pleased to submit this proposal for an Endangered Species Act Pre-determination Letter Report for the above referenced site. We have included a scope of work and cost estimate in this proposal for your review and approval.

Please contact me at (480) 733-6666, extension 117 if you have any questions. Thank you for your time and consideration.

Sincerely,

George Ruffner, Ph.D.
President

Enclosures: As noted



EcoPlan Associates, Inc.
Environmental Science & Resource Economics

SCOPE OF WORK

**Endangered Species Act Pre-determination Letter Report
City of Prescott Pavement Reconstruction
Washington Avenue/Goodwin Street
EcoPlan Proposal No. 14-01202**

EcoPlan will prepare an Endangered Species Act pre-determination letter report to determine the affects of the project on federally protected and special status species occurring in Yavapai County, Arizona. The report will include a brief project description, project map and photos, agency coordination, and any appropriate recommendations. The Arizona Game and Fish Department Online Environmental Review Tool will also be utilized and attached to the report. EcoPlan will not conduct a brief site survey for the purposes of determining the presence of protected migratory birds and suitable habitat for special status species within the project limits at this time.



Cost Estimate Worksheet

Prepared for: Shephard Wesnitzer, Inc.

City of Prescott Pavement Reconstruction -

Project Name: Washington Avenue/Goodwin Street

EcoPlan # 14-01202

Task Description	Principal	Senior Biologist	Senior Field Biologist	Quality Control Specialist / Editor	Total Hours	Total Costs
Billing Rate	\$162.98	\$99.88	\$76.23	\$99.88		
Task Management						
Task 1. Endangered Species Act Pre-determination Letter Report	1	1	5	1	8	\$ 743.89
Subtotal:	1	1	5	1	8	\$ 743.89
Total Hours:	1	1	5	1	8	
Labor Subtotal:						\$ 743.89
Direct Expenses						
Total Direct Expenses:						\$ -
Total Cost:						\$ 744.00



P.O. Box 1420,
Dewey, AZ 86327

928-775-2795 Office
928-268-3487 Fax

ROC #259019

Wyatt W. Orr
928-713-0215 cell
www5th@yahoo.com

Wil W. Orr
928-899-6365
worr@prescott.edu

KA - Dual Engineering
OSHA HAZWOPER Certified

Bid Proposal Addressed To:

Shepard Wesnitzer
221 N Marina Street, Suite 102
Prescott, AZ 86301

Project Name

City of Prescott Pavement Reconstruction #14253.002

Project Location

Washington & Goodwin Street, Prescott, AZ 86301

Plans drawn by:

Dated:

DESCRIPTION	Units	Unit Cost	Total
Mobilization	1	250.00	250.00
Perform potholing for 44 location including required ROW permit and traffic Control.	1	22,416.00	22,416.00
Sales Tax--COP			1,230.20
TOTAL			\$23,896.20

EXCLUSIONS: Proposal does not include the following: S.W.P.P. Plan, survey or layout, density testing, special inspections, export of any unknown hazardous materials, rock excavation (any hard dig situation incurred that a 310 size, rubber-tire backhoe is unable to dig), blasting and hammer hoe expenses, or permits.

ESTIMATE IS GUARANTEED FOR 30 DAYS FROM ORIGINAL DATE.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specification involving extra costs, will be executed only upon written orders and will become an extra charge in addition to the original amount.

Wyatt Orr

2/10/2015

Date

ACCEPTANCE SIGNATURE

Printed Signature

Date

April 9, 2015

Mr. Richard Aldridge
Shephard-Wesnitzer, Inc.
221 North Marina Street, Suite 102
Prescott, AZ 86301

Submitted via e-mail to raldridge@swiaz.com

Re: Cost Quote for Public Involvement Services – South Washington Avenue/East Goodwin Street Pavement and Utility Upgrade Project

Mr. Aldridge:

Beta Public Relations (BetaPr) respectfully submits this cost quote for Public Involvement Services for the South Washington Avenue/East Goodwin Street Pavement and Utility Upgrade Project. This project consists of design work including pavement reconstruction and replacement of water and sewer systems. Due to the eventual benefits and potential impacts to area residents and businesses, public involvement is important to managing perception of the project.

Public involvement efforts for promoting two public meetings will begin immediately upon acceptance of this scope and estimated fee. Tasks associated with the public involvement effort, including estimated cost to complete each task are outlined below. If necessary, we will adjust our estimate to accommodate the City's needs, or any scope changes.

Project Scope	Estimated Cost
Task 1 – Project Administration Project Administration includes billing and accounting services.	\$150.00
Task 2 – Project Notification Flier Design and Distribution BetaPr will design and produce two (2) Project Notification Fliers that serve as public meeting invitations and general project information pieces. The fliers will be bulk-mailed to residents, businesses, and property owners in and around the project area prior to the 30% and 90% design level.	\$780.00
Task 3 – Newspaper Advertisement Design and Publication BetaPr will design and publish two (2) newspaper advertisements in the Prescott <i>Daily Courier</i> . The advertisements will invite interested parties to attend the public meetings, highlight project details, and provide information on how to stay connected with the project team.	\$440.00

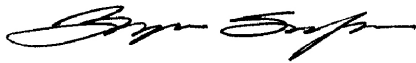
Task 4 – Outreach to Businesses and Residents BetaPr will hand-deliver the Project Notification Flier to residents and businesses along the project corridor. We will seek to open lines of communication to help them stay informed as design moves forward. Outreach will occur prior to the 30% and 90% design level.	\$560.00
Task 5 – Promoting and Hosting Public Meetings BetaPr will promote and host two (2) Public Meetings. Hosting includes acquiring the venue, development and production of meeting materials, assisting with presentations, meeting set-up and take-down, and meeting facilitation. After the meetings are complete, a Public Meeting Summary will be provided to the team aggregating all comments and input received.	\$2,440.00
Task 6 – Project Hotline Maintenance and Public Issues Log BetaPr will establish and maintain a project hotline. Hotline calls will be answered by BetaPr staff during the course of the project. All caller issues, questions, or concerns will be directed to the project team for response. A Public Issues Log documenting all project hotline calls, project-specific emails received, and the nature of those inquiries will be recorded as part of the log.	\$180.00
Task 7 – Design Meetings and Public Relations Updates BetaPr will attend project design meetings and provide Public Relations Updates as needed.	\$600.00
Task 8 – Web Page Updates Web updates will be developed and provided to the City of Prescott to upload to their existing project-dedicated web page prior to the 30% and 90% design level. Other updates will occur as needed.	\$200.00
Task 9 – eNews Releases and Database Development Distribution of eNews releases regarding design progress will occur prior to the 30% and 90% design level. Other releases will occur as needed. A database will be developed to include interested party contact information for future eNews communications.	\$200.00
Task 10 – Develop Public Involvement Summary At the completion of the project, a Public Involvement Summary will be provided including the complete Public Issues Log, Interested Party Database, and all project deliverables.	\$180.00
Total Estimated Labor Expenses	\$5,730.00

Direct Expenses	Estimated Cost
Printing – 4,400 pieces (Notification Flier) x \$0.25 per piece	\$1,100.00
Bulk mail postage – 4,000 pieces x \$0.20 per piece	\$800.00
Community meeting venue fees	\$200.00
Total Estimated Direct Expenses	\$2,100.00

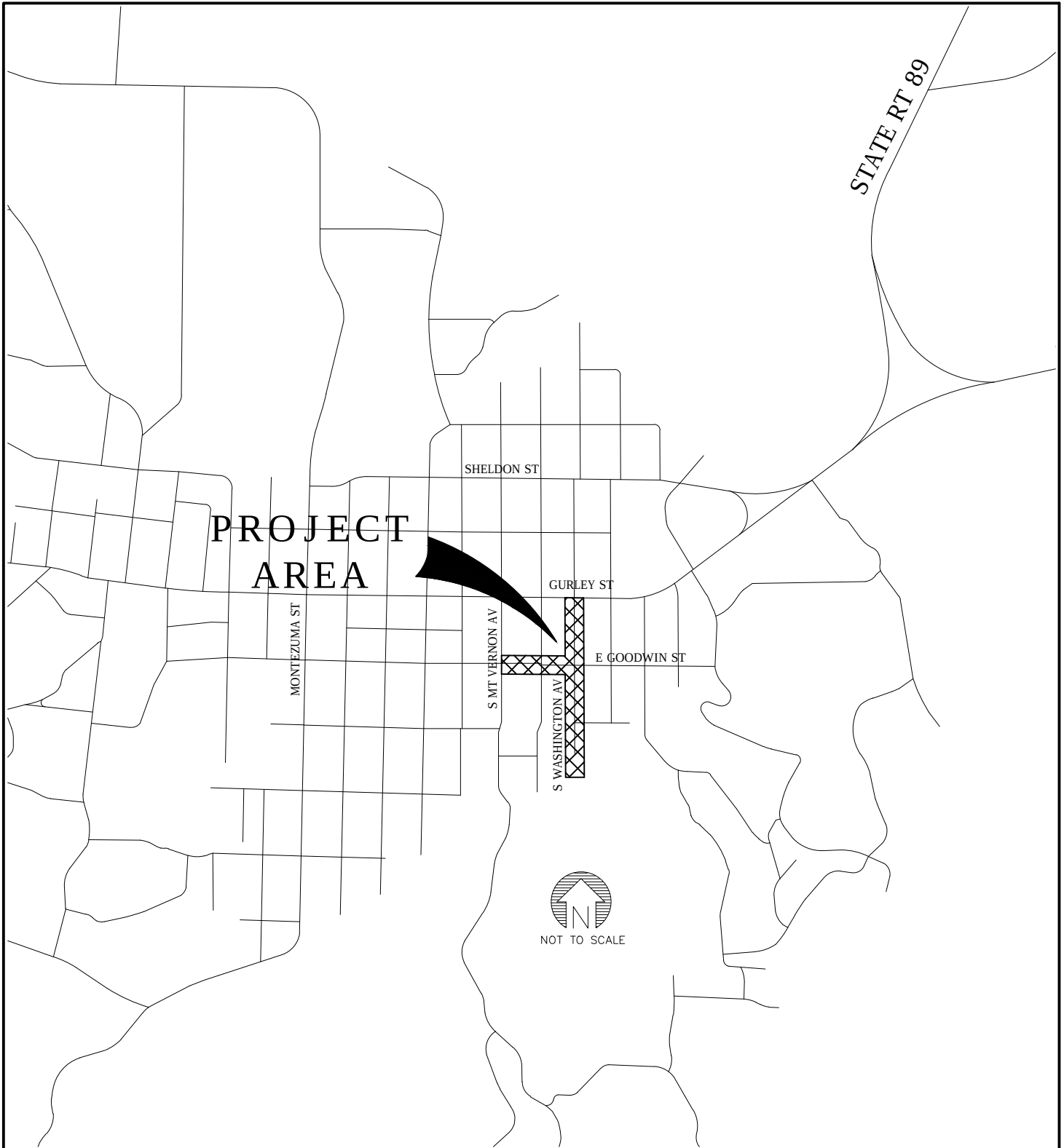
Total Estimated Project Cost \$7,830.00

Thank you for the opportunity to work on this project. If you have any questions regarding this estimate, feel free to contact me directly at (928) 856-0558. We look forward to working with Shephard-Wesnitzer, Inc. to provide effective public involvement support for the South Washington Avenue/East Goodwin Street Pavement and Utility Upgrade Project.

Sincerely,



Bryce Snyder
Principal
BetaPr



VICINITY MAP
S WASHINGTON AVENUE / E GOODWIN STREET
IMPROVEMENTS PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-194 to Earth Resources Corporation for construction of the Lakeview Storm Drain Project, in the amount of \$215,323.00

Approved By:

Date:

Director:	Hash, Henry	05/11/2015
City Manager:	McConnell, Craig	05/18/2015

Item Summary

This item is to award City Contract No. 2015-194 to Earth Resources Corporation for construction of the Lakeview Storm Drain Project (see attached location map). The work generally consists of installation of 420 lineal feet of 48-inch diameter Ultra Flo stormdrain from the drainage vault at Lakeview Plaza to an outfall into Willow Creek, along and across Willow Lake Road. Also included are trenching, rock removal, pavement surface replacement, removal and replacement of slope bank protection (Reno Mattress).

The contract documents include a two-year warranty on workmanship from the contractor, a five year warranty on the new aluminum hatch parts, and the estimated lifespan of the aluminized Type II storm drain pipe is 75 year per the manufacturer.

Background

During review of the Lakeview Plaza project, the benefit of jointly addressing drainage from the steep terrain above the development site impacting Willow Lake Road, and integrating flows from that property, was recognized. The new stormdrain system is designed to prevent runoff from large storm events from adversely impacting Willow Lake and Willow Creek Roads in the immediate area.

Bid Results

Bids for the project were publicly noticed on April 26, and May 3, 2015. A mandatory pre-bid meeting was conducted on April 30, 2015, with seven contractors in attendance. On May 7, 2015, five bids were received for the project:

Company

Location

Bid Amount

Agenda Item: Award of City Contract No. 2015-194 to Earth Resources Corporation for construction of the Lakeview Storm Drain Project, in the amount of \$215,323.00

Earth Resources Corporation	Dewey, AZ	\$ 215,323.00
Fann Contracting, Inc.	Prescott, AZ	\$ 238,200.00
CLM Earthmovers, LLC	Prescott, AZ	\$ 245,300.00
ALC Underground, LLC	Chino Valley, AZ	\$ 259,496.85
Capital Improvements, Inc.	Prescott, AZ	\$ 470,350.00

Engineer's Estimate \$289,260.00

Written confirmation of their bid has been received from the apparent low bidder, Earth Resources Corporation. The company's license, bonding, references, and performance of past municipal projects have been verified and determined satisfactory. The bid has been deemed responsive and balanced.

Project Schedule

The contract allows forty-five (45) calendar days for completion of the work, with project milestones listed below:

Award of Contract	June 1, 2015
Pre-Construction Meeting	Week of June 1, 2015
Notice to Proceed (NTP)	June 1, 2015
Substantial Project Completion	July 15, 2015

Financial Impact

FY 2015 funding to award this budgeted project is available in the Streets and Open Space Fund.

Attachments

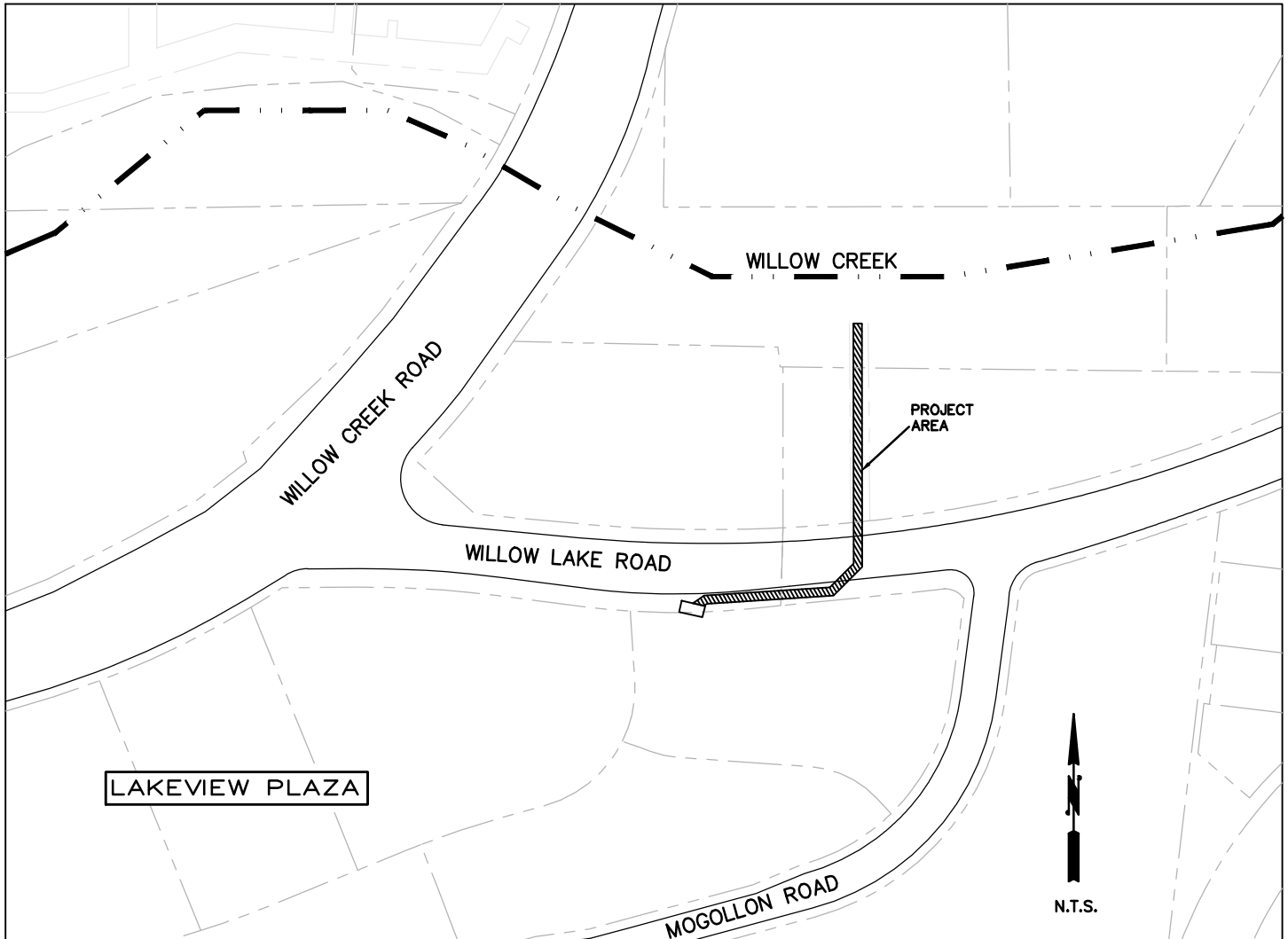
1. Project Vicinity Map

Recommended Action: MOVE to award City Contract No. 2015-194 to Earth Resources Corporation for construction of the Lakeview Storm Drain Project, in the amount of \$215,323.00.

LAKEVIEW PLAZA STORM DRAIN

EXHIBIT 2

PROJECT VICINITY MAP



MEETING DATE/TYPES: VOTING MEETING 5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-184 to AMEC Foster-Wheeler for the Upper Granite Creek Watershed and Watson Lake TMDLs and Stormwater Quality Monitoring Plan in an amount not to exceed \$117,500.00

Approved By:		Date:
Director:	Hash, Henry	05/11/2015
City Manager:	McConnell, Craig	05/15/2015

Item Summary

This item is to award City Contract No. 2015-184 to AMEC Foster-Wheeler for engineering and environmental support services related to compliance with Arizona Department of Environmental Quality (ADEQ) surface water quality regulations.

The professional services contract provides the following water quality services:

Task 1: Provide Technical Support related to the Appeal of the Watson Lake TMDL and Subsequent Next Steps

Task 2: Review of the Final Upper Granite Creek Watershed E. coli TMDL

Task 3: Develop a Stormwater Quality Monitoring Plan

Background

ADEQ is in the process of finalizing two separate Total Maximum Daily Load (TMDL) analyses addressing *Escherichia coli* (E. coli) impairments in the Upper Granite Creek Watershed and nutrient impairments in Watson Lake. The City is a stakeholder in both TMDLs and will be required to implement measures to reduce or eliminate the specified pollutants from further impairing the above water bodies. See attached map of the impaired waterways.

On March 6, 2015, ADEQ provided formal notice through the Arizona Administrative Register (AAR) of a Final Watson Lake TMDL and issued responses to all public comments received during the public comment period. Upon evaluation of the proposed

Agenda Item: Award of City Contract No. 2015-184 to AMEC Foster-Wheeler for the Upper Granite Creek Watershed and Watson Lake TMDLs and Stormwater Quality Monitoring Plan in an amount not to exceed \$117,500.00

Final Watson Lake TMDL, there appeared to be no changes made to the TMDL by ADEQ as a result of the City's concerns regarding the scientific data used in the model which was previously submitted in the Draft document. On April 14, 2015, the City Council approved appealing the Watson Lake TMDL and the appeal letter was sent to ADEQ by the City Legal Department on April 15, 2015. City staff and AMEC are currently working on the appeal presentation anticipated to take place in June 2015.

ADEQ released the Draft Upper Granite Creek Watershed E. coli TMDL in December 2014. The City and its technical contractor reviewed the document and submitted formal comments based on review of the scientific data presented by ADEQ, on January 29, 2015. The City anticipates a formal notice from ADEQ (similar to what took place for the Watson Lake TMDL) to occur for this TMDL before June 2015. The Final Upper Granite Creek Watershed E. coli TMDL will require a similar level of analysis as the Final Watson Lake TMDL.

Regulation of the TMDL will occur via ADEQ's new Small Municipal Separate Storm Sewer System (MS4) General Permit, set to be issued in July 2015. As part of the MS4 permit, the City will be required to develop a monitoring plan and begin monitoring stormwater discharges to impaired water bodies. Monitoring data will be submitted to ADEQ as part of the MS4 annual reporting.

AMEC has been working under an existing contract to assist the City in review of the TMDL analyses. The current contract is near completion. City Contract No. 2015-184 is broken into the three Tasks identified in the Item Summary above, plus two follow-on tasks. After completion of Tasks 1 and 2, provisions have been made for a contract amendment for Tasks 4 and 5, the scope of which cannot be determined at this time. The complete AMEC services and fees are summarized in the attached Scope of Work – Exhibit 2.

Project Schedule

Professional services are scheduled to be completed within twelve (12) months of the notice to proceed following the schedule below:

Award of contract	May 26, 2015
Kick off Meeting	Week of June 1, 2015
Notice to Proceed (NTP)	Week of June 8, 2015
Completion	May 2016

Financial Impact

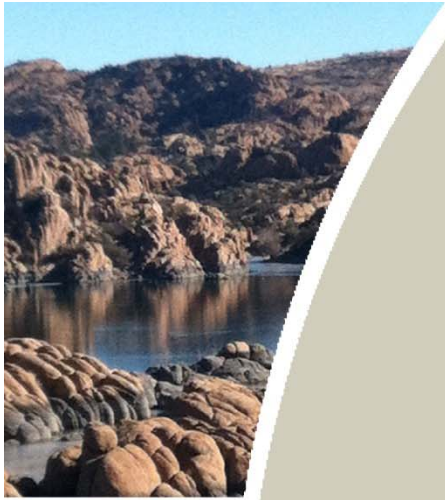
Funding sufficient to award this contract is contained in the NPDES Phase II Implementation Program (Streets and Open Space Fund) and existing TMDL Project budgets (Water, Wastewater, and Streets and Open Space Fund).

Agenda Item: Award of City Contract No. 2015-184 to AMEC Foster-Wheeler for the Upper Granite Creek Watershed and Watson Lake TMDLs and Stormwater Quality Monitoring Plan in an amount not to exceed \$117,500.00

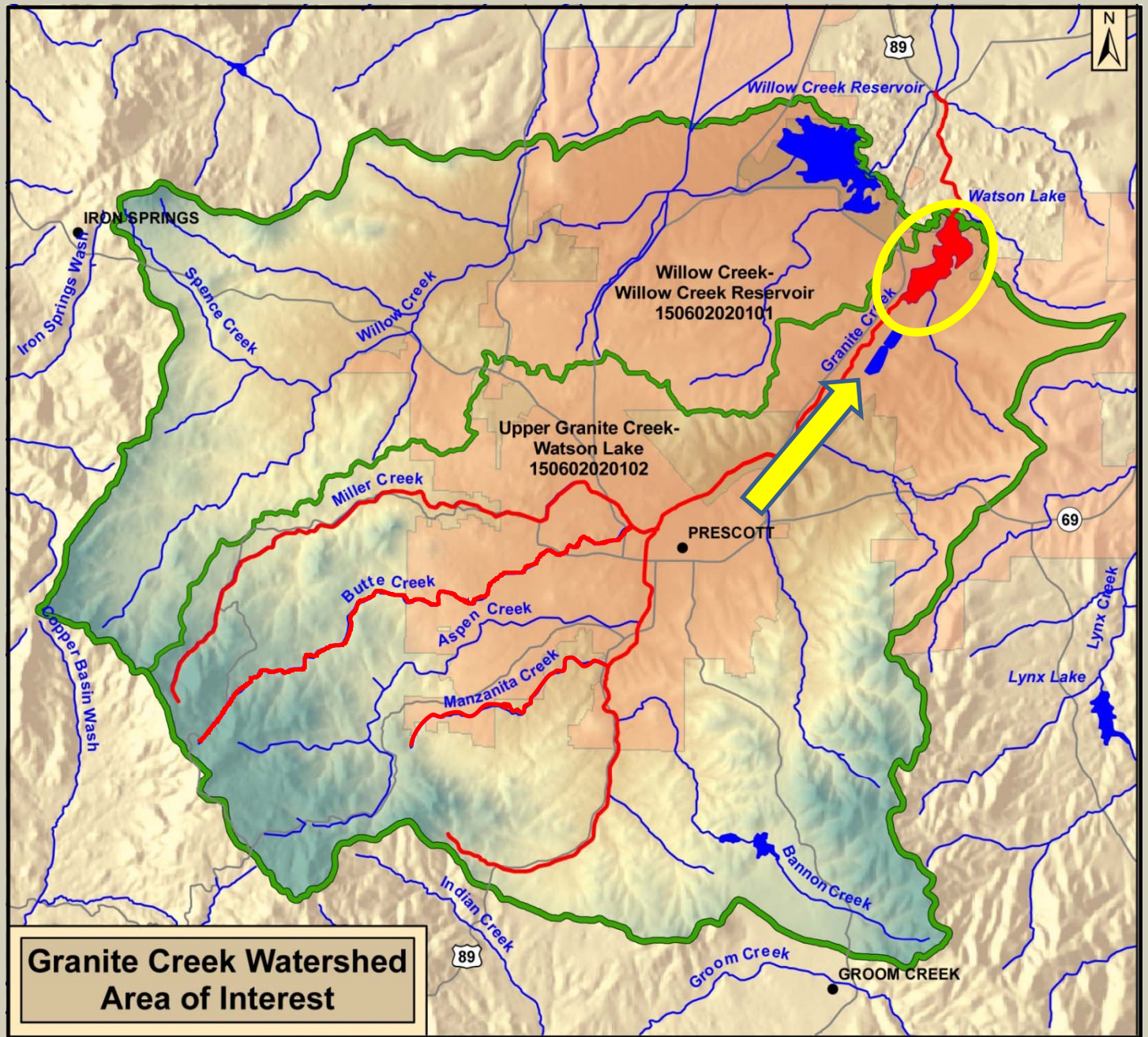
Attachments

1. Granite Creek Watershed Map
2. Scope and Work Fee Schedule

Recommended Action: **MOVE** to award City Contract No. 2015-184 to AMEC Foster-Wheeler for the Upper Granite Creek Watershed and Watson Lake TMDLs and Stormwater Quality Monitoring Plan in an amount not to exceed \$117,500.00.



CITY OF **PRESCOTT**
Everybody's Hometown



May 06, 2015

Proposal PQ15-01-01, Revision 2

City of Prescott
430 North Virginia Street
Prescott, Arizona 86301



Re: PROPOSAL: Water Quality Regulatory Compliance

Per your request, Amec Foster Wheeler Environment & Infrastructure Inc. is pleased to submit this proposal to the City of Prescott to provide engineering and environmental support services related to water quality regulations impacting the City.

Respectfully submitted,

Amec Foster Wheeler Environment & Infrastructure, Inc.

Roger Sutherland, PE
Principal Water Resources Engineer

A handwritten signature in blue ink, reading "Ed Latimer".

Rebecca Sydnor, PE
Project Manager
Water Quality Practice Leader - Arizona

Ed Latimer, PhD, PE
Senior Project Manager
Infrastructure Operations Manager – Arizona

EXHIBIT A

WATER QUALITY REGULATORY COMPLIANCE

1.0 Background

The Arizona Department of Environmental Quality (ADEQ) is in the process of finalizing two separate Total Maximum Daily Loads (TMDLs) addressing *Escherichia coli* (*E.coli*) impairments in the Upper Granite Creek Watershed and nutrient impairments in Watson Lake. The City of Prescott (CITY) is a stakeholder in both TMDLs and will be required to implement measures to reduce or eliminate the specified pollutants from further impairing the above water bodies. Because the CITY is regulated as a Small Municipal Separate Storm Sewer System (MS4), the regulation of the TMDL will occur via the new Small MS4 General Permit, set to be issued mid-2015. As part of the permit, the CITY will be required to develop and implement a monitoring plan of the target impairment pollutants discharging through the CITY's outfalls into the Upper Granite Creek Watershed and eventually into Watson Lake.

ADEQ released the draft Watson Lake TMDL on April 1, 2014. The CITY and its CONSULTANT reviewed the document and submitted formal comments on April 30, 2014. Almost a year later, on March 6, 2015, ADEQ provided formal notice through the Arizona Administrative Register (AAR) of a Final Watson Lake TMDL and issued responses to all public comments received during the public comment period. This action starts a 45-day posting period, during which those who submitted comments during the public comment period have the option to appeal the TMDL. After all state-level administrative matters are concluded, the TMDL is then sent to EPA for final approval. Upon evaluation of the proposed Final Watson Lake TMDL, there appeared to be no changes made to the TMDL by ADEQ as a result from the CITY's concerns and comments. Therefore, the CITY has decided to appeal the Watson Lake TMDL.

ADEQ released the Draft Upper Granite Creek Watershed *E. coli* TMDL in December 2014. The CITY and its CONSULTANT reviewed the document and submitted formal comments on January 29, 2015. The CITY anticipates a formal notice from ADEQ (similar to what took place for the Watson Lake TMDL) to occur for this TMDL before June 2015. The CITY does not have major concerns with this TMDL, and thus, an appeal by the CITY of the Final Upper Granite Creek Watershed *E. coli* TMDL is not expected at this point.

2.0 Scope of Work

The CITY wishes to retain a CONSULTANT to provide the following water quality services:

- Task 1 – Provide Technical Support related to the Appeal of the Watson Lake TMDL and Subsequent Next Steps
- Task 2 – Review of the Final Upper Granite Creek Watershed *E. coli* TMDL
- Task 3 – Develop a Stormwater Quality Monitoring Plan

Task 4 – Plan and Perform Data Collection Related to Watson Lake (*Future Amendment*)

Task 5 – Development and Calibration of Granite Creek Watershed Model (*Future Amendment*)

Task 1 – Provide Technical Support related to the Appeal of the Watson Lake TMDL and Subsequent Next Steps

Task 1.1 – Technical Support of the Appeal

The CONSULTANT will assist the CITY in preparing for the appeal. This includes development of the necessary PowerPoint presentation and handouts that might be needed. To best present the CITY's case, the CONSULTANT lead technical professionals will attend the administrative appeal in person. Prior to the appeal event, the CONSULTANT and CITY will hold up to 2 conference calls to discuss and prepare for the appeal.

Assumptions

The fee estimate associated with this task is based on the following assumptions:

- Amec Foster Wheeler's "lead technical professionals" include the Project Manager plus Roger Sutherland, PE, Principal Water Resources Engineer and Frederick ("Rick") Amalfi, PhD, Limnologist serving as Senior Consultants.
- Preparation for the Appeal is estimated to require 12 hrs of the Project Manager and 20 each of the Senior Consultants. Relatively lesser support needed from other personnel.
- The Appeal itself (time presenting to and discussing matters with judge) is estimated to last a full continuous day (with corresponding travel expenses), and will be attended by the lead technical professionals listed above.
- The level of effort presented above is a best estimate based on what is known of the Appeal process. The Appeal may require a larger level of effort by the CONSULTANT, and if so, the contract would be amended as appropriate.

Task 1.2 - Development of an Action Plan

One of the few actions currently defined in proposed Final Watson Lake TMDL for the CITY is the timelines for development of a Lake Management Plan. In order to develop the Lake Management Plan, there are a number of other actions that need to occur first. These include the development and calibration of a Granite Creek Watershed Model, collection of additional water quality data of the lake, and the development of a suitable Watson Lake Model to allow simulation of various runoff inputs into the lake from the watershed and in-lake management actions. This task will outline these technical efforts in more detail, provide budgetary estimates to complete them, and define reasonable implementation timelines so the CITY can plan on how best to fund, procure, and executed these work efforts.

Task 1.3 - Present the Summary Documents and Action Plan to CITY Council.

The CONSULTANT will work with CITY staff to develop the PowerPoint presentation covering the basis and results of the Appeal, and what can be anticipated regarding the official roll out of the nutrient TMDL. The CONSULTANT will attend a CITY Council meeting and assist CITY staff with the presentation. The CONSULTANT will also present the action plan jointly developed between the CONSULTANT and CITY staff on how best to move forward.

Task 2 – Review of the Final Upper Granite Creek Watershed E. coli TMDL

Task 2.1 – Review of the Final Upper Granite Creek Watershed E. coli TMDL and Develop Summary Memorandum

The CONSULTANT will review the proposed Final Upper Granite Creek Watershed E. coli TMDL, focusing on what changed (added/revised/deleted) from the Draft Upper Granite Creek Watershed E. coli TMDL to ascertain the extent of the changes made to the TMDL (document) since and as a result of the public comment period.

Task 2.2 - Development of an Action Plan

Development and calibration of a Granite Creek Watershed Model is critical to the implementation of this TMDL. Monitoring stormwater discharges from the CITY will also be required. This first requires the development of a Monitoring Plan, followed by the implementation of the Plan and long-term monitoring of stormwater discharges. The data obtained from this effort goes to support the simulations of the watershed model. Any and all in-watershed improvements will need to be built into the watershed model so the impacts of the improvement can be simulated in the model. This task will outline the required technical efforts in more detail, provide budgetary estimates to complete them, and present/define reasonable implementation timelines so the CITY can plan on how best to fund, procure, and executed these work efforts.

Task 2.3 - Present the E. coli TMDL Summary and Action Plan to CITY Council

The CONSULTANT will work with CITY staff to develop the PowerPoint presentation on what can be anticipated regarding the official roll out of the E. coli TMDL. The CONSULTANT will attend a CITY Council meeting and assist CITY staff with the presentation. The CONSULTANT will also present the action plan jointly developed between the CONSULTANT and CITY staff on how best to move forward with respect to the implementation of the TMDL.

Task 3 - Development of a Stormwater Quality Monitoring Plan

Task 3.1 – Data Collection, Compilation and Organization

This task will provide necessary information leading to the foundation and development of the Monitoring Plan.

Data Required

The CITY will provide the CONSULTANT the following items in support of the development of the monitoring plan:

- Coordinate system and datum to be used
- GPS locations of all designated outfalls (*approx. 91 outfalls currently documented that discharge to impaired waters*)
- Aerial topographic mapping data (TIN, DTM) or topographic maps of sufficient contour interval allowing for outfall sub basin delineation
- Aerial photos of sufficient resolution allowing for drainage feature delineation (manholes, catch basins, impervious areas, etc.)
- ESRI shapefile coverage of existing and proposed land use mapping (zoning, general plan, etc.)

- ESRI shapefile coverage of drainage structures and associated outfalls such as:
 - o Storm drain systems
 - o Open channels
 - o Storm drain inlet and catch basin locations
 - o Existing detention/retention basins
- ESRI shapefile coverage of FEMA floodplain/floodways and floodplain study information
- Drainage studies conducted in the city (area-specific studies to be provided by CITY upon request by CONSULTANT)
- ESRI shapefile coverage of existing sewer mains, manholes, waste water treatment facilities, residential areas on septic systems, etc.
- ESRI shapefile coverage of municipal, county, state and federal jurisdictional boundaries
- Interviews by CITY staff with residents, maintenance staff and storm water staff with additional local experience to assist in evaluating the provided data sources

CONSULTANT understands the CITY is in the process of digitizing drainage structures and associated infrastructure based on as-built information; however, information may not be fully compiled when CONSULTANT receives the Notice-To-Proceed related to this work. CONSULTANT will execute this scope of work given the information provided.

Geodatabase and Outfall Inventory Compilation

CONSULTANT will work with the CITY's GIS staff to develop the necessary MS4 components required for permit documentation and reporting compliance. The identified components will be incorporated into the CITY's Enterprise GIS for use with future tracking tools (see Task 3.6). These items include, but are not limited to: date of most recent inspection, physical condition and indicators of potential non-stormwater discharges (including presence or evidence of suspect flow and sensory observations such as odor, color, turbidity, floatables, or oil sheen) as of the most recent inspection. The outfall inventory shapefile will be reviewed for accuracy with existing drainage features and structure locations including spot-checking aerial maps and field reconnaissance. A preliminary list of outfalls will be prepared. The outfall inventory will include: a unique outfall identifier, receiving water, dimensions, shape, and spatial location and submitted for review. CONSULTANT will follow the naming convention already in use by the CITY (based on Township, Range and Section) and will work with the CITY to implement improvements to the naming convention if the CITY elects.

Task 3.2 – Outfall Sub Basin Evaluation

Evaluation consists of four work efforts: 1) Outfall sub basin delineation, 2) Non-outfall and jurisdiction verification, 3) Outfall sub basin characterization and 4) Identification of substantially identical outfalls. Each of these components is discussed in further detail below.

Outfall Sub Basin Delineation

Based upon the aerial topographic and photogrammetric mapping received during the data collection effort, sub basins will be delineated. Delineations will begin at each outfall and follow natural and man-made boundaries defining the contributing runoff areas. Where gaps in mapping data exist, CONSULTANT will infer delineations based on topography and other relevant features. Areas internal to a particular sub basin outfall which are found to drain to

regional detention/retention basins will be identified. In such cases, it may be reasonable to remove these areas from the over-all watershed contributing to a particular outfall location.

Non-Outfall and Jurisdiction Verification

Outfalls and their contributing area will be evaluated to determine whether each is classified as an outfall. Outfall sub basins will be compared to jurisdictional boundaries to verify outfall jurisdiction. Non-outfalls and non-CITY owned outfalls discharging from private, State or Federal property will be attributed in the geodatabase for list and map legend preparations accordingly.

Outfall Sub Basin Characterization

Based on the results of the previous work efforts under this task, percentages of land use, cover, imperviousness, sub basin shapes and times of concentrations will be determined using GIS and hydrologic parameter calculations (time of concentration or lag time) for each outfall in the finalized list of CITY outfalls. It assumes no runoff calculations or modeling will be performed.

Identification of Substantially Identical Outfalls

Using the Outfall Sub Basin Characterization, an Excel comparison matrix will be developed based on land use, cover, and imperviousness percentages, times of concentration and/or lag time and sub basin shapes. Sub basins will be rated for identifying substantially identical stormwater outfalls. Based upon this evaluation, some watersheds may be identified as discharging similar or substantially identical stormwater and flagged such that multiple outfalls may be classified for monitoring on a rotating basis. A technical memorandum including the matrix analysis will be prepared summarizing the findings.

Task 3.2 Deliverables:

- Finalized list of designated outfalls
- GIS geodatabase updated to reflect sub basin delineations and characterizations
- Draft/Final technical memorandum with comparison matrix and findings

Task 3.3 – Monitoring Plan Development

The Monitoring Plan Development task consists of 6 work efforts, 1) Review Monitoring Plan Requirements, 2) Prepare Preliminary Logistical Evaluation, 3) Develop Monitoring Plan, 4) Develop Monitoring Schedule, 5) Prepare Cost Evaluation, and 6) Assess or Develop Data Tracking Tool.

Review Monitoring Plan Requirements

The CONSULTANT will prepare a letter report summarizing the TMDL and MS4 requirements for the E. coli and nutrient monitoring programs. The CONSULTANT will review and summarize applicable TMDL requirements as well as MS4 Permit requirements pertaining to development of the monitoring plan as well as areas of potential conflict between the TMDL and MS4 permit requirements. In addition, the report will highlight of monitoring for other parameters – such as total suspended sediment (TSS) and suspended sediment concentration (SSC) - that can be used to improve the watershed model calibration (Task 5). In addition, these data can be used to determine correlations that may exist with E. coli and nutrients, and if so, help define improvements in the urban setting that can support the implementation of the TMDLs. The

monitoring plan development review is intended to build off of work previously performed by the CONSULTANT and will also incorporate any provisions provided by ADEQ to the CITY regarding relevant components of the monitoring program. This review will include timeline considerations for implementing any of the required elements for the E. coli and nutrient monitoring programs.

Prepare Logistical Evaluation

CONSULTANT will prepare a summary of the sampling logistics needed for implementing the E. coli and nutrient TMDL monitoring program and provide a technical memorandum to the CITY for consideration.

The Logistical Evaluation is intended to provide a cost comparison summary for the various elements of the monitoring program based on the regulatory requirements. It will include:

- Laboratory service availability
 - o Location
 - o Hours of operation
 - o Sample analysis costs
 - o State issued certifications for sample analysis methods
 - o Laboratory staff availability and costs for after-hours and weekend duty
 - o In-house data management practices and capability to prepare electronic data deliverables
 - o Name of alternate laboratories to serve as contingency service providers
- Field staff requirements
 - o Labor rates and field responsibilities
 - o Number of available staff
 - o Labor rates for after-hours and weekend duty
 - o Travel costs to field locations, if applicable
 - o Vehicle rates
- Monitoring equipment requirements
 - o Cost to stage field teams for manual sample collection for storm duration
 - o Cost to purchase or rent equipment including,
 - automated samplers,
 - flow meters,
 - supplies such as glass composite bottles, batteries, Teflon line sample tubing
 - security enclosures to prevent equipment vandalism
- Sample courier service requirements
 - o Name of courier services, rates, advanced notice requirements, and hours of operation
 - o Commercial freight charges to ship to laboratories outside of Arizona
 - o Labor costs for sampler runners to transport, E. coli samples within holding times
 - o Travel distances for couriers and expected mileage costs
- Weather tracking requirements

The initial evaluation will incorporate basic costing information to assist in the CITY's review of the Monitoring Plan. CONSULTANT will use feedback and preferences expressed by the CITY to proceed with developing the Monitoring Plan.

Develop Monitoring Plan

The Monitoring Plan is intended to provide details of the monitoring approaches for the E. coli and nutrient impairments in the Granite Creek watershed. The Monitoring Plan will include sampling locations, sample collection methods, monitoring frequencies, required constituents, sample analysis methods, field and laboratory measurement quality objectives, sampling equipment maintenance and calibration, storm event mobilization criteria, and field safety information. The Monitoring Plan will also discuss the details of how the samples are collected to provide data that are representative and scientifically defensible. The Monitoring Plan will be generally structured as follows:

- A. Introduction
 - 1) Background (*MS4 Wet Weather and TMDL Sampling Requirements*)
 - 2) Project Objectives (*Monitoring Questions*) Project Organization (*Involved Parties and Roles/Responsibilities*)
- B. Monitoring Approach
 - 1) Monitoring Locations
 - 2) Monitored Constituents/Parameters
 - 3) Wet Weather Monitoring Requirements
 - 4) Storm Selection Criteria
 - 5) Weather Tracking Requirements
- C. Sampling Methodology
 - 1) E. coli
 - 2) Nutrients
- D. Laboratory Procedures
 - 1) Analytical Methods including preservation requirements
 - 2) Sample Tracking and Handling (Chain of Custody)
 - 3) Data Package Deliverables
- E. Quality Assurance/Quality Controls
 - 1) Field requirements
 - 2) Laboratory requirements
 - 3) Measurement Quality Objectives
 - 4) Corrective Actions
- F. Data Management
 - 1) Data Verification and Validation
 - 2) Data Tracking
- G. Personnel Training
 - 1) Health and Safety Plan
 - 2) Training Documentation

Develop Monitoring Schedule

Following the CITY's consideration of the Logistical Evaluation and Monitoring Plan documents, CONSULTANT will develop the Monitoring Schedule. The Monitoring Schedule will include

locations, number of staff required to perform monitoring, sample courier service (if required), and laboratory points of contact.

As required by the Draft Phase II MS4 Permit, the CITY will be required to perform a minimum of two (2) sampling events per wet season (summer: June 1 – October 31, winter: November 1 – May 31). Until other direction is provided by ADEQ, CONSULTANT will develop a schedule for implementation of a monitoring effort based on the CITY's recommendations and the inventory of outfalls.

Prepare Cost Evaluation

CONSULTANT will prepare a cost evaluation for implementing the Monitoring Plan. The cost evaluation will be broken down by monitoring season for the first year of the MS4 Permit as well as an annual cost thereafter. CONSULTANT anticipates additional costs in the first year of the MS4 permit due to the need to acquire equipment and train personnel. For the purposes of preparing the cost evaluation, CONSULTANT will assume a contractor will collect samples from each monitoring location and deliver to a laboratory. A State certified laboratory will be used for the nutrient analyses and the E. coli analyses will be performed by the CITY of Prescott Wastewater Treatment Plant laboratory.

Assess or Develop Data Management and Data Tracking Tools

CONSULTANT will work with the CITY to determine what data tracking systems may already be available. All recommendations will address the viability of integrating with the CITY's enterprise GIS, Lucity asset management, and Geodesy mapping products. If an appropriate tool is not available, CONSULTANT will propose developing or instituting a tracking system (either GIS-based and/or Microsoft Access or Excel– based, depending on CITY preferences). The tracking tool is intended to allow the CITY to record and track results of monitoring performed overtime and allow for year to year comparisons as the CITY implements/modifies BMPs to control E.coli.

Task 3.3 Deliverables:

- Letter report summarizing TMDL and Draft MS4 Permit monitoring requirements
- Itemized list of monitoring related costs and logistical considerations
- Draft and Final Upper Granite Creek Watershed Monitoring Plan
- Monitoring schedule
- Cost estimate for implementing the Monitoring Plan
- Recommendation for data tracking tools

Task 3 Schedule

Task 3 is designed to be completed over twelve months. Project initiation and data collection, compilation and organization (Task 3.1) will be completed in the first two months from receipt of Notice to Proceed. The sub basin evaluation (Task 3.2) will build off of information gathered in Task 3.1 and is anticipated to be completed in 3 months from completion of Task 3.1. Task 3.3 is anticipated to be completed within seven months of completion of Task 3.2. These timeframes are dependent upon receiving information and reviews from the CITY in a timely manner. Depending on the needs of the CITY and input provided by ADEQ, the schedule may be compressed to accommodate the regulatory need.

Task 4 – Plan and Perform Data Collection Related to Watson Lake (Future Amendment)

The development of the scope under this task will be developed at a later time once the Action Plan under Task 1.2 is developed and approved.

Task 5 – Development and Calibration of Granite Creek Watershed Model (Future Amendment)

The development of the scope under this task will be developed at a later time once the Action Plans under Task 1.2 and Task 2.2 are developed and approved.

Task 6 - Optional Tasks

Funds allotted for this task are to be used at the direction of the CITY for the CONSULTANT to provide as-needed support services. Activities may consist of planning or engineering services, field activities, exhibit and graphic support, meetings, research, etc.

Project Name: Upper Granite Creek Watershed and Watson Lake TMDLs and Corresponding Action Plans
 Proposal No.: **PQ15-01-01, Revision 2**
 Date: May 06, 2015



LABOR

SCOPE TASK AND SUBTASKS billing rates ►	Project Manager	Senior Consultant	Drainage Engineer	Prof. Level III	Prof. Level I	Admin / Clerical	LABOR TOTAL	
	\$170.00	\$165.00	\$145.00	\$125.00	\$85.00	\$60.00	HOURS	COST
1.0 Lake TMDL Appeal & Action Plan	48	88	8	0	12	4	160	\$ 25,100.00
1.1 Technical Support of Appeal	20	56	8		12	2	98	\$ 14,940.00
1.2 Development of Action Plan	16	32				2	50	\$ 8,120.00
1.3 Presentation to CITY Council	12						12	\$ 2,040.00
2.0 Review of the Ecoli TMDL & Action Plan	24	40	0	0	0	0	64	\$ 10,680.00
2.1 Review of Final Watershed TMDL	4	20					24	\$ 3,980.00
2.2 Development of Action Plan	4	20					24	\$ 3,980.00
2.3 Presentation to CITY Council	16						16	\$ 2,720.00
3.0 Impaired Waters Monitoring Plan	40	88	112	176	32	16	464	\$ 63,240.00
3.1 Data Collection and Management	0	2	0	14	8	0	24	\$ 2,760.00
3.2 Outfall Sub Basin Evaluation	8	38	112	0	0	2	160	\$ 23,990.00
3.3 Monitoring Plan Development	32	48	0	162	24	14	280	\$ 36,490.00
4.0 Watson Lake Data Collection	0	0	0	0	0	0	0	\$ -
4.1							0	\$ -
4.2							0	\$ -
4.3							0	\$ -
5.0 Development/Calibration of GCW Model	0	0	0	0	0	0	0	\$ -
5.1							0	\$ -
5.2							0	\$ -
5.3							0	\$ -
6.0 Optional Tasks	40	40				16	96	\$ 14,360.00
7.0 Project Management	12					4	16	\$ 2,280.00
SUBTOTAL LABOR HOURS	164	256	120	176	44	40	800	
Percent of Total Hours	20.5%	32.0%	15.0%	22.0%	5.5%	5.0%	100%	
SUBTOTAL LABOR COST	\$ 27,880.00	\$ 42,240.00	\$ 17,400.00	\$ 22,000.00	\$ 3,740.00	\$ 2,400.00		\$ 115,660.00

EXPENSES/REIMBURSABLES

Expense Description	Total
Travel	\$ 1,730.00
Repro/Printing	\$ 50.00
Materials	\$ 60.00
SUBTOTAL	\$ 1,840.00

TOTAL FEE
\$ 117,500.00

MEETING DATE/TYPES: VOTING SESSION

5-26-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-183 to SAK Construction, LLC, for cured-in-place sewer pipe rehabilitation during a two-year period on an as-need basis, utilizing pricing through The Cooperative Purchasing Network (TCPN) Contract No. R5143, in an amount not to exceed \$1,500,000.00 (tabled item from May 15, 2015, meeting)

Approved By:

Date:

Director:	Hash, Henry	05/19/2015
City Manager:	McConnell, Craig	05/20/2015

Item Summary

This item is to secure a unit price contract for the rehabilitation of sanitary sewer mains by installation of Cured-in-Place Pipe (CIPP). The contract is necessary to support the City's ongoing program to rehabilitate (reline) or replace deteriorated sewer mains within the wastewater collection system.

The Cured-in-Place Pipe work will be procured by use of The Cooperative Purchasing Network (TCPN) unit price contract with SAK Construction, LLC. A scope of work will be submitted to SAK for each main to be rehabilitated and subsequent pricing in an amount not to exceed the TCPN unit bid prices will form the basis for the associated procurement.

Background

At the May 12, 2015 Council meeting, this item was tabled pending provision of additional information. SAK Construction has been in business since 2006, with key personnel working in the sewer rehabilitation industry for 15 years. Their Phoenix office will serve the City of Prescott throughout the term of the contract. They currently have multiyear contracts with the City of Phoenix and Pima County.

SAK Construction offers a two (2) year bonded warranty, and the rehabilitation has a life expectancy of 50 years. This warranty is consistent with statewide general specifications, and the City's requirements on other capital improvement projects. Each rehabilitated line will be inspected via in-pipe closed-circuit television (CCTV) prior to expiration of the two-year period, to confirm the integrity of the work.

Agenda Item: Award of City Contract No. 2015-183 to SAK Construction, LLC, for cured-in-place sewer pipe rehabilitation during a two-year period on an as-need basis, utilizing pricing through The Cooperative Purchasing Network (TCPN) Contract No. R5143, in an amount not to exceed \$1,500,000.00 (tabled item from May 15, 2015, meeting)

Additional information has been attached including the full TCPN contract which summarizes TCPN's purpose and procedures. A representative from SAK Construction will also be available at the Council meeting, to answer any questions which may arise.

Schedule

Pending award of the contract and scheduling arrangements, work could begin as early as June 2015. Work will continue on an as-needed basis, as CCTV inspections are performed and pipe conditions justify the need for immediate repairs through the end of the two-year contract term.

The initial list of projects (pipe segments) previously provided in the agenda item for the May 15th meeting is as follows:

- Approximately 5,350 lineal feet of 10-12-inch ductile iron pipe along White Spar Road
- Approximately 1,080 lineal feet of 8" VCP near Old Stage Road
- Approximately 350 lineal feet of 18-inch VCP west of Dameron Drive
- Approximately 425 lineal feet of 6" VCP along Gurley Street
- Approximately 370 lineal feet of 8" VCP near Smoke Tree Lane
- Approximately 300 lineal feet of 10" VCP near Walnut Grove

The cost for these projects is estimated to total \$400,000.00. As mentioned above, other lines requiring rehabilitation will be identified subsequently, and work orders issued for them at the contract unit prices.

Financial Impact

Funding for the contract has been budgeted and is available in the Wastewater Fund.

Attachments

1. SAK Construction Firm Information
2. TCPN Contract No. R5143
3. TCPN CIPP Price Sheet

Recommended Action: MOVE to award City Contract No. 2015-183 to SAK Construction, LLC, for cured-in-place sewer pipe rehabilitation during a two-year period on an as-needed basis, utilizing contract pricing through The Cooperative Purchasing Network (TCPN) Contract No. R5143, in an amount not to exceed \$1,500,000.00.



602.320.5081 *tel*
800.508.3431 *fax*
3215 S 7th St, Ste 105
Phoenix, AZ 85040
www.sakcon.com

General Information

A.1 Description of Firm

SAK Construction, LLC (SAK), is a Missouri limited liability company with western regional offices in Phoenix, Los Angeles, Las Vegas and the Sacramento area. The company was formed in January 2006 and is comprised of an experienced team, well-known in both the pipeline rehabilitation and tunneling industries. Our core pipeline rehabilitation focus is cured-in-place pipe (CIPP).

SAK key personnel have performed and managed the installation of tens of millions of feet of CIPP. Although the company was formed in 2006, the majority of our key personnel from coast to coast have been working together for over 15 years. As a company, SAK has installed over three million feet of CIPP since its inception and has grown from a single CIPP crew to 20 CIPP crews nationwide.

A.2 Location of Offices

LOCAL OFFICE OF KEY PROJECT STAFF
3215 S. 7th Street #105
Phoenix, Arizona 85040

WESTERN AREA HEADQUARTERS
4253 Duluth Avenue
Rocklin, California 95765

CORPORATE HEADQUARTERS
864 Hoff Road
O'Fallon, Missouri 63366

Our key staff in SAK's local Phoenix office will be responsible for the day-to-day management of the contract. Our secure yard at the same location will house our equipment and materials during non-working times. Key staff based here includes Brian Ackerman (Project Manager), David Burbank (Field Engineer), James Bower (Superintendent), Glenn Spears (Superintendent) and two CIPP field crews along with office administration. All project coordination originates from this office.

SAK's Western Region is managed from our Rocklin, CA facility which includes office, warehouse and yard space. Within the warehouse is our state-of-the-art wet-out facility where the dry CIPP liners are stored, wet out and shipped to our Phoenix facility in refrigerated trucks. Our wet-out staff has been responsible for shipping wet liners to Arizona for 14 years so they're very familiar with the necessary methods to combat extreme desert heat and ensure the product's safe delivery. Key project staff based here includes Joe Feuerborn (Gen Mgr), Ryan Broyles (Ops Mgr), Seth Marlin (Gen Sup't), Tom Petanovich (Gen Sup't) and Jennifer Allen (Estimator). This group has worked together and has been responsible for successful CIPP projects in Arizona since 1999. The role of this office is to provide support to our Phoenix staff in the form of technical support, problem-solving and additional equipment and personnel resources should the need arise.

Our corporate headquarters in O'Fallon, MO houses the finance, payroll, contract admin, engineering, R&D and manufacturing departments.. As a company, we've manufactured and installed nearly three million feet of our own liner. In the last 12 months, we've successfully installed over 20 miles of SAK liner in Maricopa and Pima Counties.

A.3 Contract Termination & Litigation History

No contract or subcontract held by SAK or its officers has ever been terminated, nor have there been any claims arising from a contract which resulted in litigation or arbitration.

A.4 Arizona Contractors Licenses

ROC246314 A – General Engineering



11280 West Road ~ Houston, Texas 77065
(888) 884-7695
www.tcpn.org

Publication Date: December 22, 2011

NOTICE TO RESPONDENT

SUBMITTAL DEADLINE: Wednesday, January 25, 2012, 10:00 AM CST

Questions regarding this solicitation must be submitted to questions@tcpn.org no later than *January 18, 2012*. All questions and answers will be posted to the TCPN website under [Solicitations](#).

**Request for Proposal (RFP)
for
Trenchless Technology Rehabilitation and Related Items and Services
Solicitation Number 12-09**

It is the intention of TCPN to establish a national contract that satisfies the needs of participating governmental and non-profit entities in the purchase of Trenchless Technology Rehabilitation and Related Items and Services. This contract will enable agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services.

While this solicitation specifically covers Trenchless Technology Rehabilitation and Related Items and Services, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. *(Label included on page 5)* Two (2) bound and signed copies of the proposals and two electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.

For questions regarding this solicitation please contact Deborah Bushnell @ 713-554-0460.

**Jason Wickel
Senior Vice President**

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INTRODUCTION

The Cooperative Purchasing Network (TCPN)

TCPN is a national cooperative purchasing organization tasked with assisting public entities to increase efficiency and economy when procuring goods and services. Our contracts are approved by a single governmental entity, Region 4 Education Service Center, and are available for use, and benefit, all entities that must comply with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

TCPN leverages one of the largest pools of purchasing potential. TCPN competitively bids and awards contracts for commonly purchased products and services. Our unique contracts cover Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology to name a few.

Purpose of TCPN

- Provide governmental agencies opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

Purchasing Procedures

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract"
- Awarded vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly/quarterly to TCPN.

SCOPE

It is the intention of TCPN to establish a contract with vendor(s) for Trenchless Technology Rehabilitation and Related Items and Services. Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, TCPN requests equal or better than pricing to be submitted.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

TCPN is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of Trenchless Technology Rehabilitation and Related Items and Services. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

This RFP meets the intent and is compliant with the Federal Acquisition Regulations (FAR) for procurement of said products and services.

INSTRUCTIONS TO RESPONDENTS

Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. TCPN reserves the right to reject or accept any response.
- Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Two (2) bound and signed copies of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.
- Vendor must also submit an electronic proposal free of propriety information to be posted on Vendor information page if awarded a contract.

Proposal Format

- **Required:** Responses shall be provide in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Respondent's company and solicitation responding to on the outside front cover and vertical spine. All forms are to be completed electronically. Include a copy of all solicitation pages before section needing tabulation in response. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Binder Tabs

- Tab 1 - Vendor Contract and Signature Form
- Tab 2 - Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Product / Services
- Tab 5 - References
- Tab 6 - Pricing
- Tab 7 - Value Add
- Tab 8 – Required Documents

Shipping Label

The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the TCPN office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____ Due Date and Time _____

PROCESS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to TCPN and its participating agencies. TCPN reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Amendment of Proposal

A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

Competitive Range

It may be necessary for TCPN to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of TCPN to award a manufacturer's complete line of products, when possible.

Estimated Quantities

TCPN estimates considerable activity resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, TCPN makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract estimates from **\$1 million a year to \$5 million a year**. This information is provided as an aid to contract vendors in preparing proposals only. The successful supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

Evaluation

A committee will review and evaluate all responses and make a recommendation for award of contract(s). TCPN will base a recommendation for contract awards on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with TCPN based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Board of Directors approves award of the contract. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

Clarifications/Discussions

TCPN may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination of minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, TCPN reserves the right to conduct discussions

with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between TCPN and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. TCPN will not assist respondent bring its proposal up to the level of other proposals through discussions. TCPN will not indicate to respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

TCPN has a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow TCPN to fulfill current and future needs, TCPN reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with TCPN.

Non-Exclusive

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of TCPN members. TCPN and participating entities reserve the right to obtain like goods and services from other sources.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Open Records Policy

Because TCPN contracts are awarded by a governmental entity, responses submitted to TCPN are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). TCPN must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. TCPN must comply with the opinions of the OAG. TCPN assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Specifications

TCPN specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TCPN, are to be considered informative to give the respondent information as to the type and kind requested. Responses of reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

EVALUATION CRITERIA

Products/Pricing (40 Points)

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranty on all products and services
4. Ability of Customers verify they received contract pricing
5. Payment methods

Performance Capability (30 Points)

1. Ability to deliver products and services nationally, delivery dates, response to emergency orders, fill rate, and shipping charges
2. Return and restocking policy and applicable fees
3. History of meeting the shipping and delivery timelines
4. Ability to meet service and warranty needs of members
5. Customer service/problem resolution
6. Invoicing process
7. Contract implementation/Customer transition
8. Financial condition of vendor
9. Website ease of use, availability, and capabilities related to ordering, returns and reporting

Qualification and Experience (20 Points)

1. Vendor reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with TCPN and/or TCPN members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between _____ and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

Trenchless Technology Rehabilitation and Related Items and Services

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

GENERAL TERMS AND CONDITIONS

Cancellation for non-performance or contractor deficiency:

TCPN may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TCPN reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

COOPERATIVE PURCHASING

This contract is based on the need for TCPN to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

Cooperative purchasing agreements: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

Cooperative purchasing contracts: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements

Customer Support

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Assignment of Contract

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

FORM OF CONTRACT

Contract type: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Vendor contract documents: TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one –year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Ordering Procedures

Purchase orders are issued by participating entities to the awarded vendor stating “*Per TCPN Contract*”.

Audit rights

Supplier shall, at Supplier’s sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TCPN shall have the authority to conduct random audits of Supplier’s pricing that is offered to eligible entities at TCPN’s sole cost and expense.

Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier’s pricing at Supplier’s sole cost and expense. TCPN may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

Contract placed on hold

TCPN shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

Novation

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Order of precedence

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Inspection & Acceptance

Contractor shall deliver said materials purchased on this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

SITE REQUIREMENTS

Cleanup: Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at an schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Stored materials: Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be

provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating “Per TCPN Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Reporting

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
TCPN Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total _____

Payments

The entity using the contract will make payments directly to the awarded vendor.

Pricing

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a

reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Price reduction and adjustment

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

PRODUCT LINES

Current products

Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

Discontinued products: If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

Product line: Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

Administrative Fees

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Marketing

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

Supplemental Agreements

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively

between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Certificates of Insurance

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama *	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages, and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE

CITY OF COBURG
CITY OF CONDON
CITY OF LA GRANDE
CITY OF LEBANON
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY OF BATON ROUGE
CITY OF BOSSIER CITY
CITY OF KENNER
CITY OF LAFAYETTE
CITY OF LAKE CHARLES
CITY OF METAIRIE
CITY OF MONROE
CITY OF NEW ORLEANS
CITY OF SHREVEPORT

Counties including but not limited to:

BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL
CADD0 PARISH
CALCASIEU PARISH
EAST BATON ROUGE PARISH
JEFFERSON PARISH
LAFAYETTE PARISH
LIVINGSTON PARISH
ORLEANS PARISH
PLAQUEMINES PARISH
RAPIDES PARISH
SAINT TAMMANY PARISH
TERREBONNE PARISH
WEST BATON ROUGE PARISH

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT

BROOKING HARBOR SCHOOL DISTRICT NO. 17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO. 29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON COUNTY SCHOOL DISTRICT NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN COUNTY SCHOOL DISTRICT 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOHAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
EAST BATON ROUGE PARISH SCHOOL DISTRICT
JEFFERSON PARISH SCHOOL DISTRICT
LAFAYETTE PARISH SCHOOL DISTRICT
LIVINGSTON PARISH SCHOOL DISTRICT
ORLEANS PARISH SCHOOL DISTRICT
RAPIDES PARISH SCHOOL DISTRICT
TERREBONNE PARISH SCHOOL DISTRICT

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY-HAWAII
COLLEGE OF THE MARSHALL ISLANDS
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPARTMENT OF TRANSPORTATION
OREGON DEPARTMENT OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPARTMENT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATON CENTER
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
SOH-JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPARTMENT OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- ☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final.)

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

Director of TCPN

Date

Print Name

Authorized Signature

Date

Print Name

TCPN Contract Number _____

TAB 2 – QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| ☐ Alabama | ☐ Montana |
| ☐ Alaska | ☐ Nebraska |
| ☐ Arizona | ☐ Nevada |
| ☐ Arkansas | ☐ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☐ New York |
| ☐ Delaware | ☐ North Carolina |
| ☐ District of Columbia | ☐ North Dakota |
| ☐ Florida | ☐ Ohio |
| ☐ Georgia | ☐ Oklahoma |
| ☐ Hawaii | ☐ Oregon |
| ☐ Idaho | ☐ Pennsylvania |
| ☐ Illinois | ☐ Rhode Island |
| ☐ Indiana | ☐ South Carolina |
| ☐ Iowa | ☐ South Dakota |
| ☐ Kansas | ☐ Tennessee |
| ☐ Kentucky | ☐ Texas |
| ☐ Louisiana | ☐ Utah |
| ☐ Maine | ☐ Vermont |
| ☐ Maryland | ☐ Virginia |
| ☐ Massachusetts | ☐ Washington |
| ☐ Michigan | ☐ West Virginia |
| ☐ Minnesota | ☐ Wisconsin |
| ☐ Mississippi | ☐ Wyoming |
| ☐ Missouri | |

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| ☐ American Samoa | ☐ Northern Marina Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

a. Minority/Women Business Enterprise

Respondent certifies that this firm is an M/WBE

☐ Yes ☐ No

b. Historically Underutilized Businesses

Respondent certifies that this firm is a HUB

☐ Yes ☐ No

3. Residency

Responding Company's principal place of business is in the city of _____ State of ____.

4. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. Processing Information

Company contact for:

Contract Management

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Marketing

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

6. Distribution Channel: Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

7. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☐ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)

- Pricing submitted includes the required TCPN administrative fee.

☐ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☐ No

8. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

TAB 3 – COMPANY PROFILE

Information About Your Company

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market
6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2009, 2010, 2011
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2009, 2010, 2011
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN internet web-based homepage with:
 - TCPN Logo
 - Link to TCPN website
 - Summary of contract and services offered
 - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
3. Explain how your company plans to market this agreement to existing government customers.
4. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
5. Describe how you intend on train your national sales force on the TCPN agreement.
6. Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
7. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$_____ in year one

\$_____ in year two

\$_____ in year three

Administration

1. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
2. Describe the capacity of your company to report monthly sales through this agreement.
3. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency
4. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

- We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, promote energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

TAB 4 – PRODUCT / SERVICES

Provide Trenchless Technology Rehabilitation and Related Items and Services to educational institutions and other government agencies, including, but not limited to:

1. Items and Services

- a. Cured-In-Place Pipe (CIPP) Reconstruction of Sewers,
- b. Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains,
- c. Pipe-bursting with HDPE for Sewer Lines,
- d. Pipe-bursting with Pre-chlorination for Water Main Replacement Procedure,
- e. Polyethylene (PE) Sewer Pipe Slip-lining,
- f. Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines,
- g. HDPE Tight-Fitting Liner Renewal of Pressure Pipe Lines,
- h. Manhole Rehabilitation,
- i. Gravity Sewer CIPP Lateral Renewal System

2. **Value Add - TCPN** is soliciting value added items related to **Trenchless Technology Rehabilitation and Related Items**. Client members may determine their own specifications prior to issuing a purchase order for a specific service or product, however, each Vendor shall include with their proposal responses to this RFP, detailed specifications for each item and service listed above on which they provide pricing. Failure to include applicable specifications may result in disqualification of the Vendor's response to this RFP. Additionally, with their response to this RFP, Vendor shall include a copy of the NSF International certification to NSF/ANSI 61 document for the product proposed above for "b. Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains." Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, www.nsf.org, shall be allowed.

TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

TAB 6 – PRICING

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Note: All proposers should complete the following pricing schedule:

TCPN - Trenchless Technology Rehabilitation

Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>
6" x 4.5mm	1	LF	\$ _____
8" x 4.5mm	1	LF	\$ _____
10" x 6.0mm	1	LF	\$ _____
12" x 6.0mm	1	LF	\$ _____
15" x 7.5mm	1	LF	\$ _____
18" x 9.0mm	1	LF	\$ _____
21" x 9.0mm	1	LF	\$ _____
24" x 10.5mm	1	LF	\$ _____
27"x 10.5mm	1	LF	\$ _____
30" x 12.0mm	1	LF	\$ _____
33" x 12.0mm	1	LF	\$ _____
36" x 12.0mm	1	LF	\$ _____
42" x 13.5mm	1	LF	\$ _____
48" x 15.0mm	1	LF	\$ _____
54" x 18.0mm	1	LF	\$ _____
6" & 8" Additional 1.5mm	1	LF	\$ _____
10" & 12" Additional 1.5mm	1	LF	\$ _____
15" & 18" Additional 1.5mm	1	LF	\$ _____
21" & 24" Additional 1.5mm	1	LF	\$ _____
27" Additional 1.5mm	1	LF	\$ _____
30" Additional 1.5mm	1	LF	\$ _____
33" Additional 1.5mm	1	LF	\$ _____
36" Additional 1.5mm	1	LF	\$ _____
42" Additional 1.5mm	1	LF	\$ _____
48" Additional 1.5mm	1	LF	\$ _____
54" Additional 1.5mm	1	LF	\$ _____
6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$ _____
12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$ _____
Timber Matting for Large Diameter Setup	1	SY	\$ _____
Internal Reconnection of service connection by robotic cutter	1	EA	\$ _____
Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	\$ _____

Note: Any CIPP over 54" will be on an individual quote basis.

Section B: Clean/TV & Evaluation for Gravity Sewers

6" - 12" Clean & TV sewer	1	LF	\$ _____
15" - 21" Clean & TV sewer	1	LF	\$ _____
24" - 33" Clean & TV sewer	1	LF	\$ _____
36" & 42" Clean & TV sewer	1	LF	\$ _____
48" & 54" Clean & TV sewer	1	LF	\$ _____
6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$ _____
18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$ _____
30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$ _____
Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$ _____
Root Removal	1	LF	\$ _____
Grease Removal	1	LF	\$ _____
Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$ _____
Above Ground Physical Inspection	1	LF	\$ _____

Section C: Bypass for gravity sewers and associated items

Set Up 4" Pump (Per Pump)	1	EA	\$ _____
Set Up 6" Pump (Per Pump)	1	EA	\$ _____
Set Up 8" Pump (Per Pump)	1	EA	\$ _____
Set Up 12" Pump (Per Pump)	1	EA	\$ _____
Set Up 4" Piping	1	LF	\$ _____
Set Up 6" Piping	1	LF	\$ _____
Set Up 8" Piping	1	LF	\$ _____
Set up 12" Piping	1	LF	\$ _____
Set up 18" Piping	1	LF	\$ _____
Operate 4" Pumping System	1	DAY	\$ _____
Operate 6" Pumping System	1	DAY	\$ _____
Operate 8" Pumping System	1	DAY	\$ _____
Operate 12" Pumping System	1	DAY	\$ _____
Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$ _____
Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$ _____
Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$ _____
Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$ _____
Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$ _____
Bypass Plan (3rd Party Certified)	1	EA	\$ _____

Section D: CIPP renewal of potable water mains - Insert name of NSF certified product proposed:_____

(Proposer must include copy of NSF certification of product in proposal, and include a letter from manufacturer of the product stating that proposer is a licensed and approved installer of the product.)

6" diameter liner	1	LF	\$ _____
8" diameter liner	1	LF	\$ _____
10" diameter liner	1	LF	\$ _____
12" diameter liner	1	LF	\$ _____
Re-opening of service connections internally	1	EA	\$ _____
Setup fee per liner installation	1	EA	\$ _____

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

Section E: Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure

HDPE DR 17			
3-inch diameter	1	LF	\$ _____
4-inch diameter	1	LF	\$ _____
6-inch diameter	1	LF	\$ _____
8-inch diameter	1	LF	\$ _____
10-inch diameter	1	LF	\$ _____
12-inch diameter	1	LF	\$ _____
Setup fee per Pipe Bursting segment	1	EA	\$ _____

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

*Pipe fusing not included, reference **Pipe Fusing** section below

Fittings (applies to all Polyethylene processes)

a) Bends and sleeves

6-inch	1	EA	\$ _____
8-inch	1	EA	\$ _____
10-inch	1	EA	\$ _____
12-inch	1	EA	\$ _____

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

b) Tees (applies to all Polyethylene processes)

6x6x4	1	EA	\$ _____
6x6x6	1	EA	\$ _____
8x8x4	1	EA	\$ _____
8x8x6	1	EA	\$ _____
8x8x8	1	EA	\$ _____
10x10x4	1	EA	\$ _____
10x10x6	1	EA	\$ _____
10x10x8	1	EA	\$ _____
10x10x10	1	EA	\$ _____

12x12x6	1	EA	\$ _____
12x12x8	1	EA	\$ _____
12x12x10	1	EA	\$ _____
12x12x12	1	EA	\$ _____

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

Gate Valves

4-inch	1	EA	\$ _____
6-inch	1	EA	\$ _____
8-inch	1	EA	\$ _____
10-inch	1	EA	\$ _____
12-inch	1	EA	\$ _____

Note: For any Gate Valves 14-inch & larger pricing will be based on Section M time and material cost plus basis.

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

Fire Hydrants	1	EA	\$ _____
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For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

Connection at Services

a) Up to 1" service, short side up to 5-feet

6-inch main	1	EA	\$ _____
8-inch main	1	EA	\$ _____
10-inch main	1	EA	\$ _____
12-inch main	1	EA	\$ _____

b) Up to 2" service, short side up to 5-feet

6-inch main	1	EA	\$ _____
8-inch main	1	EA	\$ _____
10-inch main	1	EA	\$ _____
12-inch main	1	EA	\$ _____

c) Up to 1" service, long side up to 30-feet

6-inch main	1	EA	\$ _____
8-inch main	1	EA	\$ _____
10-inch main	1	EA	\$ _____
12-inch main	1	EA	\$ _____

d) Up to 2" service, long side up to 30-feet

6-inch main	1	EA	\$ _____
8-inch main	1	EA	\$ _____
10-inch main	1	EA	\$ _____
12-inch main	1	EA	\$ _____

e) Additional service length

Over 30-feet x 1"	1	LF	\$ _____
Over 30-feet x 2"	1	LF	\$ _____

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

Line Stops

4-inch	1	EA	\$ _____
6-inch	1	EA	\$ _____
8-inch	1	EA	\$ _____
10-inch	1	EA	\$ _____
12-inch	1	EA	\$ _____

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

Bypass for water main pipe bursting or water main CIPP lining

2-inch temporary	1	LF	\$ _____
4-inch temporary	1	LF	\$ _____
6-inch temporary	1	LF	\$ _____

Temporary service connections for water main bypass

2-inch short side	1	EA	\$ _____
2-inch long side	1	EA	\$ _____
4-inch short side	1	EA	\$ _____
4-inch long side	1	EA	\$ _____
6-inch short side	1	EA	\$ _____
6-inch long side	1	EA	\$ _____

Section F: Pipe Bursting with HDPE for Sewer Lines**HDPE DR 19**

6-inch diameter	1	LF	\$ _____
8-inch diameter	1	LF	\$ _____
10-inch diameter	1	LF	\$ _____
12-inch diameter	1	LF	\$ _____
14-inch diameter	1	LF	\$ _____
16-inch diameter	1	LF	\$ _____
18-inch diameter	1	LF	\$ _____
20-inch diameter	1	LF	\$ _____
Setup fee per Pipe Bursting segment	1	EA	\$ _____

Manhole Connections

6-inch	1	EA	\$ _____
8-inch	1	EA	\$ _____
10-inch	1	EA	\$ _____
12-inch	1	EA	\$ _____
14-inch	1	EA	\$ _____
16-inch	1	EA	\$ _____
18-inch	1	EA	\$ _____
20-inch	1	EA	\$ _____

Installation and Valve, Hydrant or Service Connection Pits (add Fittings, etc. cost from below)

6 - 12 inch pipe connection

a) 0-4 feet deep	1	EA	\$ _____
b) 4-6 feet deep	1	EA	\$ _____
c) 6-10 feet deep	1	EA	\$ _____

Clean-out Installation

4-inch	1	EA	\$ _____
6-inch	1	EA	\$ _____

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

Sewer Lateral Pipe Bursting

4-inch	1	LF	\$ _____
6-inch	1	LF	\$ _____

For any pits required refer to "Installation and Valve, Hydrant or Service Connection Pits" in Section F

Section G: Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines

Pipe String Fusion

4-inch	1	LF	\$ _____
6-inch	1	LF	\$ _____
8-inch	1	LF	\$ _____
10-inch	1	LF	\$ _____
12-inch	1	LF	\$ _____

Pressure Testing (2 hour test)

4-12 inch	1	LF	\$ _____
15-18 inch	1	LF	\$ _____
21-24 inch	1	LF	\$ _____

Larger than 24-inch price based on Section M time and material cost plus basis

Setup fee per Pressure Tested pipe segment	1	EA Setup	\$ _____
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Charge Water	1	K-Gals	\$ _____
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Chlorination

4-inch	1	LF	\$ _____
6-inch	1	LF	\$ _____
8-inch	1	LF	\$ _____
10-inch	1	LF	\$ _____
12-inch	1	LF	\$ _____
15-inch	1	LF	\$ _____
18-inch	1	LF	\$ _____
20-inch	1	LF	\$ _____

24-inch and larger price based on Section M time and material cost plus basis

Setup fee per Chlorination pipe segment	1	EA Setup	\$ _____
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BT Test	1	EA	\$ _____
Flushing			
4-20 inch	1	LF	\$ _____
Charge Water	1	K-Gals	\$ _____
Dechlorination			
4-12 inch	1	K-Gals	\$ _____

Section H: Polyethylene (PE) Sewer Pipe Sliplining

PE Pipe DR 22.5			
4-inch	1	LF	\$ _____
6-inch	1	LF	\$ _____
8-inch	1	LF	\$ _____
10-inch	1	LF	\$ _____
12-inch	1	LF	\$ _____
Annular Space - Grouting	1	CY	\$ _____

Section I: HDPE Tight Fitting Liner - Insert name of installation process proposed: _____

A) Camera (per pass)

0-10 inch	1	LF	\$ _____
10-24 inch	1	LF	\$ _____
25-36 inch	1	LF	\$ _____
37-48 inch	1	LF	\$ _____
Over 48 inch	1	LF	\$ _____

B) Clean (per pass)

0-10 inch	1	LF	\$ _____
10-24 inch	1	LF	\$ _____
25-36 inch	1	LF	\$ _____
37-48 inch	1	LF	\$ _____
Over 48 inch	1	LF	\$ _____

C) Pigging

Foam Pig (dewatering per pass)

0-12 inch	1	LF	\$ _____
13-24 inch	1	LF	\$ _____
25-36 inch	1	LF	\$ _____
37-48 inch	1	LF	\$ _____
Over 48 inch	1	LF	\$ _____

D) Blade Scraper (heavy cleaning paid in addition to light cleaning per pass

0-12 inch	1	LF	\$ _____
13-24 inch	1	LF	\$ _____
25-36 inch	1	LF	\$ _____
37-48 inch	1	LF	\$ _____
Tuberculation Removal (extra heavy cleaning - Pressure & Gravity lines)	1	inch diameter/LF	\$ _____

E) Gauging (prior to pulling in fused polyethylene pipe)

0-12 inch	1	LF	\$ _____
13-24 inch	1	LF	\$ _____
25-36 inch	1	LF	\$ _____
37-48 inch	1	LF	\$ _____
Over 48 inch	1	LF	\$ _____

F) Pipe Liner Insertion

Installation Equipment Setup fee per pipe liner segment insertion	1	EA	\$ _____
---	---	----	----------

1) PE 4710 DR 32.5 (1,000 foot minimum pulls)

8-inch	1	LF	\$ _____
10-inch	1	LF	\$ _____
12-inch	1	LF	\$ _____
16-inch	1	LF	\$ _____
18-inch	1	LF	\$ _____
20-inch	1	LF	\$ _____
24-inch	1	LF	\$ _____
30-inch	1	LF	\$ _____
36-inch	1	LF	\$ _____
42-inch	1	LF	\$ _____
48-inch	1	LF	\$ _____

2) PE 4710 DR 26 (1,000 foot minimum pulls)

8-inch	1	LF	\$ _____
10-inch	1	LF	\$ _____
12-inch	1	LF	\$ _____
16-inch	1	LF	\$ _____
18-inch	1	LF	\$ _____
20-inch	1	LF	\$ _____
24-inch	1	LF	\$ _____
30-inch	1	LF	\$ _____
36-inch	1	LF	\$ _____
42-inch	1	LF	\$ _____
48-inch	1	LF	\$ _____

3) PE 4710 DR 19 (1,000 foot minimum pulls)

8-inch	1	LF	\$ _____
10-inch	1	LF	\$ _____
12-inch	1	LF	\$ _____
16-inch	1	LF	\$ _____
18-inch	1	LF	\$ _____
20-inch	1	LF	\$ _____
24-inch	1	LF	\$ _____
30-inch	1	LF	\$ _____
36-inch	1	LF	\$ _____
42-inch	1	LF	\$ _____
48-inch	1	LF	\$ _____

4) PE 4710 DR 15.5 (1,000 foot minimum pulls)

8-inch	1	LF	\$ _____
10-inch	1	LF	\$ _____
12-inch	1	LF	\$ _____
16-inch	1	LF	\$ _____
18-inch	1	LF	\$ _____
20-inch	1	LF	\$ _____
24-inch	1	LF	\$ _____
30-inch	1	LF	\$ _____
36-inch	1	LF	\$ _____
42-inch	1	LF	\$ _____
48-inch	1	LF	\$ _____

G) Pipe fusing - applicable to all Polyethylene processes listed on this contract (typically 50 foot joints)

Setup fee per pull segment	1	Per Segment	\$ _____
6 thru 12 inch	1	Per Pipe Joint	\$ _____
13 thru 18 inch	1	Per Pipe Joint	\$ _____
20 thru 24 inch	1	Per Pipe Joint	\$ _____
30 thru 42 inch	1	Per Pipe Joint	\$ _____
43 thru 48 inch	1	Per Pipe Joint	\$ _____

H) Electrofuse Couplings

10-inch	1	EA	\$ _____
12-inch	1	EA	\$ _____
14-inch	1	EA	\$ _____
18-inch	1	EA	\$ _____
20-inch	1	EA	\$ _____
24-inch and larger price based on Section M time and material cost plus basis			

I) Poly flanges with Backup rings (bolts not included)

10-inch	1	EA	\$ _____
12-inch	1	EA	\$ _____
14-inch	1	EA	\$ _____
18-inch	1	EA	\$ _____
20-inch	1	EA	\$ _____
24-inch and larger price based on Section M time and material cost plus basis			

J) Poly MJ Adapters with Backup rings (bolts not included)

10-inch	1	EA	\$ _____
12-inch	1	EA	\$ _____
14-inch	1	EA	\$ _____
18-inch	1	EA	\$ _____
20-inch	1	EA	\$ _____
24-inch and larger price based on Section M time and material cost plus basis			

K) S.S. HDPE pipe stiffeners

10-inch	1	EA	\$ _____
12-inch	1	EA	\$ _____
14-inch	1	EA	\$ _____
18-inch	1	EA	\$ _____
20-inch	1	EA	\$ _____
24-inch and larger price based on Section M time and material cost plus basis			

L) Ductile Iron 90/45/22.5 degree elbows (bolts not included)

12"	1	EA	\$ _____
14"	1	EA	\$ _____
18"	1	EA	\$ _____
20"	1	EA	\$ _____
24-inch and larger price based on Section M time and material cost plus basis			

M) Mega Lugs

12"	1	EA	\$ _____
14"	1	EA	\$ _____
18"	1	EA	\$ _____
20"	1	EA	\$ _____
24-inch and larger price based on Section M time and material cost plus basis			

N) Sleeves

12"	1	EA	\$ _____
14"	1	EA	\$ _____
18"	1	EA	\$ _____
20"	1	EA	\$ _____
24-inch and larger price based on Section M time and material cost plus basis			

Section J: Manhole Rehabilitation

All sizes installation of manhole chimney seals	1	EA	\$ _____
All sizes installation of stainless steel manhole inserts	1	EA	\$ _____
Grouting of heavy infiltration to facilitate manhole rehab	1	EA MH	\$ _____
Manhole rehabilitation - cementitious	1	SQFT	\$ _____
Manhole rehabilitation - epoxy	1	SQFT	\$ _____
Manhole rehabilitation - polyurethane	1	SQFT	\$ _____

Section K: Gravity Sewer CIPP Lateral Renewal Systems

4"-6" Internal installation and cure of top hat shaped structure up to 5' from main <15"dia - No cleanout required	1	EA	\$ _____
4"-6" Internal installation and cure of top hat shaped structure up to 20' from main <15"dia - Cleanout required	1	EA	\$ _____
4"-6" Installation and cure of structural lateral liner from main beyond 20' from main <15" dia	1	LF	\$ _____
4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$ _____
4"-6" Set-up charge per line section for installations of <20 total laterals per project	1	EA	\$ _____
4"-6" installation of a surface cleanout or access pit for Items #2 & #4	1	EA	\$ _____

Section L: Additional Items which may apply to each section above

Mobilization	1	Day	\$ _____
Pre-Construction Video	1	Day	\$ _____
Erosion Control	1	LF	\$ _____
Maintenance Of Traffic (Residential/Non-DOT Regulated)			
a) Signage	1	Ea-Month	\$ _____
b) Flagmen	1	HR	\$ _____
c) Arrow Board	1	Day/EA	\$ _____
d) Traffic Control Plan (certified)	1	EA	\$ _____
Excavation/Backfill			
a) 0-4 feet deep	1	Cubic Ft	\$ _____
b) 4-6 feet deep	1	Cubic Ft	\$ _____
c) 6-10 feet deep	1	Cubic Ft	\$ _____
d) over 10 feet deep refer to Section M			

Trench Shoring

a) 4-6 feet deep	1	LF Trench/week	\$ _____
b) 6-10 feet deep	1	LF Trench/week	\$ _____
c) over 10 feet deep refer to section M			

Surface Restoration

a) Sod	1	SF	\$ _____
b) 4-inch concrete	1	SF	\$ _____
c) 6-inch concrete	1	SF	\$ _____
d) 2-inch asphalt	1	SF	\$ _____
e) 3-inch asphalt	1	SF	\$ _____
f) Curb	1	LF	\$ _____

Material extras

a) Lime Rock	1	Ton	\$ _____
b) 57/Washed Stone	1	Ton	\$ _____
c) Imported Sand	1	Ton	\$ _____
d) Gravel	1	Ton	\$ _____

Section M: Time and Material Unit Rates for Change Orders

Materials, Subcontractors and Rentals

Markup = 15%

Sales Taxes = Per Jurisdiction

Labor including burdens, per diems, and lodging (may vary by area). Prevailing wage rates if applicable.

All material pricing listed above is based upon market price at the time of original contract award. Pricing may be increased or decreased depending on significant changes in market indicators as compared to the date of the TCPN original agreement.

TAB 7 – VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

TAB 8 - REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act / Debarment Notice
- DOC #2 Lobbying Certification
- DOC #3 Contractors Requirements
- DOC #4 Antitrust Certification Statement

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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 of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

Date

CONTRACTOR REQUIREMENTS**Contractor Certification****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Date

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____	Bidder _____
_____	Signature
_____	_____
	Printed Name

	Position with Company
Address _____	Authorizing Official
_____	_____
_____	Signature

Phone _____	Printed Name

Fax _____	Position with Company

TAB 6 – PRICING

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Note: All proposers should complete the following pricing schedule:

TCPN - Trenchless Technology Rehabilitation

Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers	Quantity	Unit	Unit Price
6" x 4.5mm	1	LF	\$ 41.00
8" x 4.5mm	1	LF	\$ 31.50
10" x 6.0mm	1	LF	\$ 42.00
12" x 6.0mm	1	LF	\$ 58.00
15" x 7.5mm	1	LF	\$ 66.50
18" x 9.0mm	1	LF	\$ 82.50
21" x 9.0mm	1	LF	\$ 110.50
24" x 10.5mm	1	LF	\$ 133.00
27" x 10.5mm	1	LF	\$ 156.50
30" x 12.0mm	1	LF	\$ 184.50
33" x 12.0mm	1	LF	\$ 206.00
36" x 12.0mm	1	LF	\$ 246.50
42" x 13.5mm	1	LF	\$ 287.85
48" x 15.0mm	1	LF	\$ 412.00
54" x 18.0mm	1	LF	\$ 543.50
6" & 8" Additional 1.5mm	1	LF	\$ 1.00
10" & 12" Additional 1.5mm	1	LF	\$ 2.00
15" & 18" Additional 1.5mm	1	LF	\$ 10.00
21" & 24" Additional 1.5mm	1	LF	\$ 15.00
27" Additional 1.5mm	1	LF	\$ 25.00
30" Additional 1.5mm	1	LF	\$ 25.00
33" Additional 1.5mm	1	LF	\$ 30.00
36" Additional 1.5mm	1	LF	\$ 30.00
42" Additional 1.5mm	1	LF	\$ 40.00
48" Additional 1.5mm	1	LF	\$ 50.00
54" Additional 1.5mm	1	LF	\$ 60.00
6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$ 4.00
12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$ 10.00
Timber Matting for Large Diameter Setup	1	SY	\$ 20.00
Internal Reconnection of service connection by robotic cutter	1	EA	\$ 240.00
Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	\$ 405.00

Note: Any CIPP over 54" will be on an individual quote basis.

Section B: Clean/TV & Evaluation for Gravity Sewers

6" - 12" Clean & TV sewer	1	LF	\$ 5.50
15" - 21" Clean & TV sewer	1	LF	\$ 11.25
24" - 33" Clean & TV sewer	1	LF	\$ 19.75
36" & 42" Clean & TV sewer	1	LF	\$ 30.50
48" & 54" Clean & TV sewer	1	LF	\$ 50.50
6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$ 2.50
18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$ 4.00
30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$ 5.50
Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$ 155.00
Root Removal	1	LF	\$ 3.00
Grease Removal	1	LF	\$ 3.00
Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$ 1375.00
Above Ground Physical Inspection	1	LF	\$ 4.00

Section C: Bypass for gravity sewers and associated items

Set Up 4" Pump (Per Pump)	1	EA	\$ 455.00
Set Up 6" Pump (Per Pump)	1	EA	\$ 1060.00
Set Up 8" Pump (Per Pump)	1	EA	\$ 1513.00
Set Up 12" Pump (Per Pump)	1	EA	\$ 2675.00
Set Up 4" Piping	1	LF	\$ 37.50
Set Up 6" Piping	1	LF	\$ 46.50
Set Up 8" Piping	1	LF	\$ 80.00
Set up 12" Piping	1	LF	\$ 110.00
Set up 18" Piping	1	LF	\$ 135.00
Operate 4" Pumping System	1	DAY	\$ 95.00
Operate 6" Pumping System	1	DAY	\$ 715.00
Operate 8" Pumping System	1	DAY	\$ 1145.00
Operate 12" Pumping System	1	DAY	\$ 1845.00
Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$ 465.00
Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$ 465.00
Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$ 68.00
Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$ 91.00
Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$ 113.50
Bypass Plan (3rd Party Certified)	1	EA	\$ 2170.00

MEETING DATE/TYPES: VOTING SESSION 5-26-15

DEPARTMENT: City Clerk

AGENDA ITEM: Determination of the order of listing the City measures on the August 25, 2015, Primary Election ballot

Approved By:

Date:

City Clerk:	DeLong, Dana	05/22/2015
City Manager:	McConnell, Craig	05/22/2015

Item Summary

A question has been raised regarding the order in which the four City measures for the August 25, 2015, Primary Election will be listed on the ballot. This item is presented to allow the Council to make a determination on the listing order for the ballot measures.

Recommended Action: MOVE to approve the listing of the 2015 Primary Election ballot measures in the following order:

- Question 1 PSPRS Sales Tax
- Question 2 Streets Sales Tax
- Question 3 Open Space Sales Tax
- Question 4 General Plan Ratification